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भारत सरकार का उपक्रम

Regional Office: Vibhuti Khand, Near Roadways workshop,
Gomti Nagar, Lucknow-226010

Ph. No. (0522) 2720566, 2720827, 2720761 **Fax.** 2720686

Website: www.cewacor.nic.in :: email: rmlko@cewacor.nic.in

Corporate Office: Warehousing Bhawan, 4/1



No. CWC/RO-LKO/NIT/RO-Building/19-20/

Dated: 07.08.2019

EXPRESSION OF INTEREST

Central Warehousing Corporation (A Govt. of India Undertaking) invites interest from only Central / State Govt departments, Central/State Public Sector undertakings, Autonomous Bodies, Cooperative Societies for **rent out 4369 Sq.Feet space** (Ground & First floor) available in Regional Office building, Vibhuti Khand, Near Roadways Workshop, Gomti Nagar, Lucknow-226010 on "as is where is basis". Further details may be seen and down loaded from CWC's website www.cewacor.nic.in . **Last date** for submission of offer is **28.08.2019 upto 15.00 Hrs.**

REGIONAL MANAGER

EXPRESSION OF INTEREST

Central Warehousing Corporation (A Govt. of India Undertaking) invites offer from only Central / State Govt departments, Central/State Public Sector undertakings, Autonomous Bodies, Cooperative Societies for rent out the following space available in Regional Office building, Vibhuti Khand, Near Roadways Workshop, Gomti Nagar, Lucknow-226010 on " as is where is basis" :-

Sr.	Description of floor	Carpet area offered for rent
1	Ground Floor	164.16 sq.mtr.
2	First floor	241.92 sq.mtr.
	Total area :	406.08 sq.mtr or 4369 sq.feet

Interested department / organizations may obtain form and General Terms & Conditions free of cost from the office of Regional Office, Vibhuti Khand, Near Roadways Workshop, Gomti Nagar, Lucknow-226010 in any working day between 11.00 Hrs to 16.00 Hrs. from **08.08.2019 to 27.08.2019** and can also survey the available office accommodation .

Duly filled offer in sealed cover alongwith the Earnest Money Deposit(EMD) of Rs.6000/- (Six thousand only) in the form of DD/Pay order drawn in favour of Regional Manager, CWC, Lucknow superscribing the name of work on the Envelop should reach the office of the Regional Manager, CWC, Vibhuti Khand, Near Roadways Workshop, Gomti Nagar, Lucknow-226010 on or before **15.00 Hrs.** on **28.08.2019** and offer will be opened on the **same day** at **15.30 Hrs.** in the presence of authorized representative who may wish to be present.

Detailed notice can also be downloaded from the website www.cewacor.nic.in

REGIONAL MANAGER



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Form-A

DETAIL OF AVAILABLE SPACE

The Regional office , CWC, office building having four floors (Ground floor + 3 floors) out of which the 2nd & 3rd floors are being used by CWC. The ground & 1st floor are vacant for which this offer is initiated . The details of space available are given below:-

a)	Ground floor	11.40Mx14.40M= 164.16 sq.mtr.(1766 sq.feet)
b)	First Floor	Front wing : 5.40x14.40M= 77.76 sq.mtr
		Rear wing : 11.40x14.40M=164.16 mtr.
		Sub. total : 77.76 +164.16= 241.92 sq.mtr (2604 sq.feet)
	Total area	164.16 + 241.92 = 406.08 sq.mtr (4369 sq.feet)
c)	Toilet	Ground floor : a) one attached toilet b) Two common toilet (one Ladies & one Gents)
		First floor : a) Two attached toilet b) Two common toilet (one Ladies & one Gents)
d)	Space for Common use	
	i)	Security Room 2.00 x 2.77 M= 5.54 sq.mtr.
	ii)	Reception/Visitor Waiting Room 2.00 x 2.77 M= 5.54 sq.mtr.
	iii)	Porch for common use 5.40 x 9.60 M = 51.84 sq.mtr.
	iv)	Common Motor Cycle /Scooter stand
	v)	Common Car parking
	vi)	Common Main Gate (Two nos.)

General Terms & Condition

1. Offer not accompanied by required earnest money deposit will be summarily rejected.
2. Conditional offer will not be accepted.
3. Offer shall remain valid for two months from the date of opening of bid.
4. Party has to pay one month rent (exclusive of rebate) in advance which shall be refunded to the party at the time of vacation of premises after fulfilling all its liabilities. There will be an enhancement (i.e. on compounded basis) of the Security Deposit @ 6% every year simultanteniously with the increase of the monthly lease rental as stipulated in the agreement.
5. The party shall have to pay the CWC proportionate cost of maintenance of common facilities such as maintenance of common areas , provision of light in common areas, water charges. The bill in respect of this will normally be raised every month and should be paid by the party within 07 (Seven) days of the receipt of the same. Adequate supply of water shall be provided by the CWC.
6. The party shall make their own arrangement for comprehensive insurance of their properties other than our building in the demised premises, covering thereby all properties belonging to the party for all insurable risks such as theft, burglary , pilferage, flood, cyclone, fire, civil commotion etc. reviewing the policies from time to time and keeping the policy in force. CWC shall not be responsible to make good any losses/damages to the property and the party shall indemnify CWC for all the costs which may be incurred by CWC for loss minimization with respect to insurance claim or any consequential loss to CWC.
7. The building insurance in which the said office space is situated shall be arranged by CWC. In case of any mala-fide action or negligence on the part of the lessee or his employees or any other persons on his behalf as a result of which the claim of CWC is rejected. Party shall compensate the loss to CWC.
8. The payment of monthly office rent will be made in advance within ten days of raising the bill. In case the payment of rent is delayed/not made, interest @ 18% per annum will be charged and will be paid by the party. In case payment is not made maximum period of two months by the party, it shall be treated as breach and agreement stands terminated.
9. Party shall pay the rent under Clause-5 and pay electricity and other utility charges (like maintenance of common areas, provision of light in the common areas and water charges) in respect of the area occupied by them for which a copy may be provided to CWC regularly.
10. CWC shall pay regularly the property and other taxes due to the Govt. or any authority for the leased premises.
11. The party will ensure to carry on their transaction in the said premises under the over all discipline of CWC and shall also abide by various laws of the land. The party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use.
12. The party is required to take all the clearance / permission etc. for functioning their office for concerned authority and liability if any, on account of violation / non compliance occurs, the

same will be the account of the party and CWC will not be responsible for the same including the expenses for defending / initiation of any legal suit / proceedings.

13. Party is also permitted to deploy their own security personnel and CCTV for only internal office space allotted subject to overall discipline and control of the Regional Manager, CWC, RO, Lucknow. CWC shall provide man power for security of the building on 24x7 basis and also provide CCTV arrangement.
14. Party shall agree to allow CWC official or its authorised representative for inspection of the office premises at any time to ensure compliance of the terms & conditions of the agreement and any other rules & regulations.
15. Access control of the main gate of the office premises to be manned by CWC.
16. The party may obtain Telephone or any such facilities wherever feasible. The payment for all such utilities will be made by the party with intimation and necessary proof to CWC.
17. CWC may permit uses of lift at its discretion.
18. Party shall be entitled to remove its goods , fittings , fixtures etc. at their own cost and hand over to the premises to CWC after restoring it in the same condition in which it existed at the time of commencement of the agreement.
19. GST at applicable rate will be charged extra on the agreed rent and will be borne by the lessee.
20. Any other tax /levy imposed by local bodies on account of their business activities / operations at CWC, Regional Office complex, the same shall be borne /payable by the party without any demur.
21. Party is forbidden to sub-let the demised premises to any third party. Any violation to this clause shall be deemed as a breach of agreement and the same shall be liable for termination.
22. No alternation/modification or structural changes in the office/demised premises shall be undertaken by the party without written permission by the CWC. However, the party may undertake white/colour wash, colour painting and install their furniture/fixtures, partition etc. at their own cost.
23. Offer as per format in form B alongwith General Terms&Conditions and format of agreement duly signed in each page shall be submitted by the party on or before **15.00 Hrs. of 28.08.2019.**

**AUTHORISATION AGREEMENT FOR USE OF OFFICE SPACE ON LEASE BASIS
AT CWC REGIONAL OFFICE LUCKNOW
AND.....**

Central Warehousing Corporation is created under Warehousing Corporations Act, 1962 with the objective to provide storage of food grains and other notified commodities under the Act.

THIS AUTHORISATION AGREEMENT for use of office space at our Regional Office complex on dedicated basis is made on this **day of** between **Central Warehousing Corporation** represented by the **Regional Manager, Lucknow, Shri. Ram Kumar** having its Regional Office at Vibhuti Khand, Gomti Nagar, Lucknow-226010(hereinafter referred to as "**FIRST PARTY**" which expression shall include its legal representatives, successor or successors in interest, administrators and assigns)

AND

M/s....., represented by the having its(address) (hereinafter referred to as "**the Second Party**" which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Second Party has requested FIRST PARTY for providing office space at its CWC Regional Office complex , Vibhuti Khand, Gomti Nagar, Lucknow for functioning of Office of the Second Party. In consideration of the Second party's request vide their letter **dated.....**, **FIRST PARTY** agrees to provide the office space at Ground and First Floor at its Regional Office complex, consisting of 4369 sq.ft. (hereinafter referred to as the "said office space") on the following mutually agreed terms and conditions:

1. The Second Party will utilize the said Office space consisting of **4369 square feet** on the ground and first floor including fixtures as detailed at Annexure-A, as defined herein below for a period of **years w.e.f.** OR from the date of possession whichever is later. Both FIRST PARTY and the Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions.
2. The rate of monthly lease rent for the said office space shall be **Rs.....** (Rupeesper month) @ Rs..... PSF plus applicable GST. The aforesaid rent shall be subject to enhancement @6% (i.e. on compounded basis) on completion of every year of the agreement from the possession Date. The monthly lease rental shall be payable within a period of 10 days from the date of receipt of the hard copy of the monthly lease rent + GST invoice from FIRST PARTY for each current month in which it becomes due. The GST as applicable from time to time shall be payable extra by the Second Party to FIRST PARTY. A letter shall be executed by the parties recording the date of handing over the possession of the said office space to the Second Party ("Possession Date").The payment of the monthly rent shall commence from the Possession Date. The monthly rent is inclusive of building outgoings, municipal taxes, government levies and any other taxes whatsoever raised in respect of each month. Such monthly lease rental shall be subject to tax deductible at source. The above monthly lease rent also includes proportionate cost of maintenance of common facilities such as maintenance of common areas, provision of lights in the common areas, water charges etc. The rent shall be payable by way of DD/ NEFT/ RTGS favoring **CENTRAL WAREHOUSING CORPORATION**.
3. The Second Party shall make their own arrangements for comprehensive insurance of their property in the said office space other than the building premises, covering thereby all property belonging to the Second Party, for all insurable risks such as theft burglary, pilferage, flood, cyclone, fire, civil commotion etc. renewing the policies from time to time and keeping the policies in force. FIRST PARTY shall not be responsible to make good any losses/damages caused to the property of the Second Party.
4. The building insurance, in which the said office space is situated shall be the responsibility of FIRST PARTY. In case of any mala-fide action or negligence on the part of Second Party or his employees or any other person on his behalf as a result of which FIRST PARTY suffers losses and the subsequent claim of FIRST PARTY is rejected, Second Party shall compensate such loss to FIRST PARTY.

5. The payment of monthly lease rent will be made within ten days from the date of receipt of the invoice. It is also agreed that such bills would be submitted to the Second Party by the Regional Manager, CWC R.O Lucknow, on or before 10th day of every month. In case the payment of rent is delayed/not made, interest @ 18% per annum will be charged and will be payable by the Second Party. In case payment is not made for a maximum period of 2months by the Second Party it shall be treated as a breach and this agreement shall be terminable forthwith.
6. FIRST PARTY shall pay regularly the property and other taxes due to the Government or any authority in respect of the said office space. FIRST PARTY agrees to provide to the Second Party a true copy of the bill and paid receipt of the said office space in respect of the property tax/ municipal tax/ house tax paid by FIRST PARTY from time to time, during the term of this agreement, as and when a demand is made by the Second Party for the purpose of applying/ renewal for various registrations/ licenses required for carrying out their business from the said office space.
7. The Second Party confirms that all necessary approvals/ registrations have been taken by them for carrying out its business from the said office space and liability if any, on account of violation/non-compliance occurs, the same will be to the account of the Second party and FIRST PARTY will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings.
8. The Second party is permitted to deploy their own security personnel for the said Office space provided the Second Party observes the rules and regulations as applicable in the State.
9. The Second Party agrees to allow FIRST PARTY officials or its authorized representatives for inspection of the said office space at any time to ensure compliance of the terms and conditions of the agreement and any other rules and regulations.
10. Access control at the main gate of the building shall be manned by FIRST PARTY and recording the movement of inward and outward of vehicles to be done by FIRST PARTY, for which the Second Party shall produce requisite identity information to the authorized representative of FIRST PARTY at main gate.
11. The Second Party may obtain telephone connection or any such facilities wherever feasible. The payment for all such utilities shall be the responsibility of the Second Party.
12. FIRST PARTY agrees to allow Second Party to carry out their business activities from the said office space between 9.00 a.m. to 9.00 p.m. on all days including Sunday's and holidays. However, in exigencies office can be open beyond above timing.
13. On the expiry or earlier termination of this agreement the Second Party shall be entitled to remove its goods, fittings, fixtures etc. brought in by it at their own cost and hand over the said office space to FIRST PARTY after restoring it in the same condition in which it existed at the time of commencement of the agreement subject to normal wear and tear.
14. The Second Party shall have to bear GST and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty if any imposed on execution on this agreement. The Second party shall also have to bear the GST, tax/duty etc. imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts/ Rules.
15. The Second Party shall be liable to bear and pay their own taxes/levy applicable or imposed by the local bodies for carrying out their business activities / operations at the said office space, and the same shall be borne / payable by the Second Party without any demur.
16. The Second Party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination.
17. The Second Party shall be permitted to make alteration, modification or non-structural changes in the said office space to suit its business activities. However Second Party shall be at liberty to use existing cabin/partitions on ground and first floor etc with no liability for normal wear & tear. The Second Party shall not be permitted to make any structural modifications/ alterations to the

said building / demised premises and no structural changes shall be undertaken by the Second Party without written prior permission of FIRST PARTY. First party will do the *whitewash /colour wash/painting* of premises once in two years at their own cost. However *Second Party may undertake whitewash/colour wash/ flooring, painting and installation of their furniture fixtures, partitions etc.at their own cost at any time.* Second Party is also allowed to use the conference hall of FIRST PARTY on fourth floor as and when required with prior intimation to FIRST PARTY. However, First Party shall have the first right to use the conference hall.

18. Either of the parties may terminate this Agreement, with or without assigning any reason, by providing 3 months advance written notice to the other party. This advance notice may be issued at any time during the Term of this Agreement.
19. The Second Party shall have the right to park their vehicles in the area within the said building compound. These car parking and two-wheeler spaces will be available without any charges and the Second Party shall have a right to place their vehicles in the dedicated parking for 5 cars and 15 two-wheelers. In the event of any restriction on the Second Party and the aforesaid persons for use of the aforesaid parking area within the said building compound FIRST PARTY shall make reasonable efforts to remove the restriction. Additional vehicles can be parked by second party, if feasible, without any additional charge.
20. The Second Party shall have the right to install, at no extra cost, satellite dish antennas on the terrace of the building of the said office space, for the exclusive use of the Second Party and the right of access to the aforesaid terrace by the Second Party nominee or nominees and their workmen or employees for the purpose of installation of the said antenna and repairs and maintenance thereof.
21. The Second Party shall have the right to install outdoor condenser units of its air conditioners on the said building to enable cooling of the said office space, and which may be operated 24 hours a day without any extra cost/charges for the same for exclusive use of the Second Party.
22. First Party shall be responsible to provide adequate potable water for drinking and sanitation purposes for 24 hours a day at the said office space at no cost to the Second Party.

ARBITRATION CLAUSE

23. All disputes and differences relating to the interpretation and application of provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in Government of India, Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises Office Memorandum No. F.No. 4(1)/2013-DPE(GM/FTS-1835) dated 22.05.2018
24. It is agreed that consequent upon forced / normal termination of this agreement, the Second party shall wind up and terminate their business operations and clear the said office space of their personal property and their furniture, fixtures and other material within the period specified for such clearance in the termination order. In case of failure, FIRST PARTY would dispose of the articles left behind by the Second Party under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of the Second Party. Any damage to the said office space arising out of the business operations of the Second Party save and except normal wear and tear, shall be made good by the Second Party to FIRST PARTY.
25. The Second Party alone shall bear the stamp duty and registration charges including any miscellaneous expenses, out-of-pocket expenses and advocates fees for getting this Agreement registered at the office of the sub-registrar with respect to this Agreement. First Party shall provide the necessary assistance, including all documentation necessary, and also confirms and agrees that their authorized signatory shall remain present at the sub-registrar's office at the appointed date for getting the agreement registered within a period of 3 months from the date of execution of this agreement. The Second Party shall keep the original Lease Deed and First Party shall keep a duly notarized true copy of the Lease Deed. Registration of lease deed shall be done if required under law.

- 26. Any/all writings, written, communications, correspondence, agreements memorandum of understanding or contractual transactions having direct or indirect impact, effect, bearing or influence on the agreed terms and conditions of this Agreement shall be deemed to be and construed as the extension of this Agreement, if mutually agreed to and accepted in writing by all parties to this Agreement.
- 27. Party has to pay one month rent in advance which shall be refunded to the party at the time of vacation of premises after fulfilling all its liabilities.
- 28. All notices, consents or other communication under this Agreement shall not be binding unless in writing and given personally or sent to the parties to be notified by Registered Post only at its address as set out hereinafter or notified in writing in accordance with this clause.

To Second Party:

.....

To First Party : REGIONAL MANAGER
 CENTRAL WAREHOUSING CORPORATION
 Regional Office: Vibhuti Khand, Gomti Nagar,
 Lucknow-226010

- 29. This Agreement, its interpretation or implementation shall be governed by Indian law and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Cochin.
- 30. FIRST PARTY and the Second Party hereto acknowledge that this Agreement supersedes all prior communications between them including all oral and written proposals. Any variation, addition and modification of this Agreement shall be valid only if reduced in writing and duly executed by the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND
 THE DAY AND YEAR FIRST WRITTEN ABOVE.

For and on behalf of (First party)
Central Warehousing Corporation

Witness:

(RAM KUMAR)
 Regional Manager 1.

2.

For And On Behalf Of (Second Party)

Witness:

1.

2.

To,

The Regional Manager,
Central Warehousing Corporation,
Regional Office,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010

Sub.:- Hiring of available office space at CWC, RO building, Lucknow- reg...

Sir,

1. We have studied the documents and understood them.
2. We hereby agree to take possession of said space on as is where is basis.
3. We hereby offer the following rates:-

Rate **per sq.foot** per month Rs..... Plus

GST Rs..... = Rs.....

(Rupees only)

Signature & Name of Authority
with rubber stamp

APPENDIX-I

(Compulsory ink signed)

- 1. Name of the Firm/Company/Cooperative Society/Others :
- 2. Operation address :

- 3. Registered office address :

- 4. **Detail of the bidder** :

 - a) Address :
 - b) Telephone No. :
 - c) Fax No. :
 - d) E.mail address :
 - e) Website :
 - f) GST Registration No. :
 - g) PAN No. :

- 5. **Detail of Sister concerns**
 - a) Name & address :

 - b) Activities engaged in by Sister concerned :
 - c) Name, address & contact nos. of Proprietors/ Directors/ Partners of Sister concern. :
- 6. **BIDDER'S BANK DETAIL**
 - a) Bank account No. :
 - b) Nature of account(SB or current) :
 - c) Name of Bank & Branch :
 - d) MICR code No. :
 - e) IFSC Code :

Place :

Dated :

(Capacity in which signing)