

NIT

Offer is invited from all the Users/Customer for utilization of entire Covered and Open space on “As is Where is Basis” at CWC Central Warehouse Mundra, situated within APSEZL, on lump-sum rates. The detail of space, EMD and SD are as under:

Particular	Area (Sq.Mtr./ M.T.)	E.M.D. (In Rs)	Security Deposit	Location
Covered Area				Central warehouse Mundra Post Box No. 18, Old Bunder Road, APSEZ Ltd, Mundra, Kuchchh-370421
Godown No. 01	18535 Sq.Mtr. / 33000MT	9,41,000/-	Rent of 03 month	
Godown No. 02	18535 Sq.Mtr. / 33000MT	9,41,000/-	Rent of 03 month	
Open Area	40000 Sq.Mtr.	12,19,000/-	Rent of 03 month	

The said Warehouse (37070 Sq.Mtr./66000 MT) is consisting of two godowns having area of 18535 Sq.Mtr. (33000 MT) of each godown, the bidder may quote rate as per requirement. However final decision of allotment of space shall subject to sole discretion of CWC on the basis of economy, feasibility etc. and bidder shall have no claim upon space irrespective of his quoted rate.

The successful bidder shall execute a formal agreement with CWC in given format at Annexure-I.

PIC: Sh.K.M.Rathod, SAM(Comm.),CWC, Regional Office, Ahmedabad.
Sh. Vikas, WM, CW Mundra (Contact: 9879538175)

AGREEMENT

1. The contract will be initially for a period of one year which may further be extended for a maximum period of one year on mutual consent.
2. The security deposit equivalent to three month rent charges is to be deposited with CWC. The said deposit will be refundable without interest after expiry of the contract and adjustment of any damage/loss of CWC, if arise.
3. The space shall be used for bonafide Warehousing activities by party on his risk & cost.
4. The user will maintain the CWC premises for warehousing purpose only and will have no any lease hold right.
5. The user will maintain the day to day general cleanliness & hygiene of the said space at his own expenses and minor repairing/maintenance has to be carried out by user on his own expenses without disturbing basic fixture/structure. The cost of such activities will be borne by user. Electricity, Water Charges and other miscellaneous charges shall be borne by user.
6. Subletting of this space is not permitted.
7. CWC will not bear any liability towards any default of user.
8. User shall have to produce NOC of appropriate authority, if require so.
9. The initial period of tenancy shall be one year, which shall be extendable for another one year on 8% escalation of rent on mutual consent.
10. The User shall make their own arrangements for comprehensive insurance of stocks stored in the premises, covering thereby stocks against all insurable risks such as theft burglary, pilferage, flood, cyclone, fire, civil commotion etc. including renewing the policies time to time and keeping the policies in force. CWC shall not be responsible to make good any losses/damages to goods and the User 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.
11. The building insurance shall be arranged by CWC. In case of any malafide action or negligence on the part of the User or his employees or any other person on his behalf due to storage of banned or hazardous goods or improper handling of goods as a result of which the claim of CWC is rejected, User shall compensate the loss of CWC.
12. The user shall made all the arrangement for security of the premises at all times on their own cost.
13. The payment of rent will be made within 15 days of raising the bill in the current month. Such bills would be submitted to the User by CWC, on or before 3rd day of every month. In case the payment is delayed/not made, interest @ 18% per annum will be charged.

14. The User will ensure operations in the said godown and shall also abide by various laws of the land. The User will compensate to CWC any damages to the property due to their negligence while the same remains under their use. The User shall also ensure that the load on the godown floor at any given time shall not exceed 3.33 MT/Sq.mtr.
15. The User is required to take all the clearance/permission etc. for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be lie upon User and CWC will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings.
16. The User shall maintain CCTV/Fire-fighting equipment / fire hydrants in working condition at all time at their own cost, as per protocol.
17. The User shall allow CWC officials or its authorized representatives for inspection of the godown premises at any time to ensure compliance of the terms and conditions.
18. CWC based on the request of the user would consider providing separate water, telephone and electricity connection wherever feasible. Cost of installation shall be borne by the User. The payment for all the utilities will be made by the User with the intimation with proof to CWC.
 - 18.1. The overall load shall not exceed the sanctioned limit.
 - 18.2. Cabling etc. to be done and removed at the cost of the User.
 - 18.3. Separate sub-meter is to be installed by the User at their cost and the electricity charges to be paid on actual basis as calculated in the highest applicability of Electricity Supply Authority's rates alongwith proportionate cess and levies, GST, if any, calculated on actual consumption basis.
19. The User shall be entitled to remove its goods, fittings, fixtures etc. at their own cost and hand over the godown to CWC after restoring it in the same condition in which it existed at the time of commencement of the agreement.
20. The User 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 of this agreement. The User shall also have to bear the GST, tax/duty etc. to be imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts/ Rules.
21. Any other tax/levy imposed by the local bodies, arises due to their business activities / operations at CW, Mundra, the same shall be borne / paid by the User without any demur.
22. No alteration, modification in the godown / demised premises shall be undertaken by the User without written prior permission of CWC. However, the User may undertake whitewash /colourwash/ floor painting and install their furnitures fixtures, at their cost.
23. The agreement can be terminated by either user by giving 3 months advance notice or charges in lieu thereof. However, in case of breach of provisions/conditions of the agreement by the User, CWC can

immediately terminate this arrangement without resorting to 3 months notice.

24. The said premises falls under SEZ & SEZ authority has directed CWC to comply SEZ rules, however CWC has contested in court & the matter is subjudice.

ARBITRATION CLAUSE:

25. All disputes and differences arising out, if or in any way touching upon or concerning this agreement whatsoever shall be referred to the Sole Arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason the Central Warehousing Corporation at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award.

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

The cost of arbitration shall be borne by parties equally. The Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

26. It is agreed that consequent upon forced / normal termination of this agreement, the user shall wind up and terminate their business operations and clear the said godowns to the satisfaction of CWC. And their furniture's, fixtures and other material shall be cleared within 15-days of expiry/termination of contract. In case of failure, the godown /property of CWC would be get cleared under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of the user. Any damage to the facility / godowns arising out of the business operations of the user even of normal wear and tear, shall be made good by the user.