



केन्द्रीय भंडारण निगम
(भारत सरकार का उपक्रम)
Central Warehousing Corporation
(A Government of India Undertaking)



No. CWC/RO-Bhopal/Godown Hiring/2022-23/

Date: 30.07.2022

EXPRESSION OF INTEREST

Sub: Proposals for hiring of godown at various locations in the state of Madhya Pradesh and Chhattisgarh

The Central Warehousing Corporation (CWC) is a premier Schedule -A, Mini Ratna, Public Sector Undertaking. It is functioning under the Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India. CWC has been established for the purpose of warehousing of agriculture produce and other notified commodities. It provides integrated warehousing logistics services. It has diverse presence in storage of food grains, Container Freight Station (CFS), Inland Container Depot (ICD), Custom Bonded Warehousing, Integrated Check Post (ICP), Air cargo complexes, Container train operations (CTO), Rail-side warehousing, etc.

CWC is interested in hiring godowns at various locations in the state of Madhya Pradesh and Chhattisgarh on long term lease basis. In case godown is considered for Hiring, registered agreement as per **Annexure-II** will be executed for long term lease.

In this context, CWC hereby invites Proposal for hiring of godowns from the interested and eligible parties/godown owners who intend to offer readily available godowns to CWC on hired basis. Capacity of Godowns should be Minimum 5000 MT.

The offers received from bidders will be examined and analysed on the basis of their proposals and its economic feasibility with CWC and business therein. Interested parties/godown owners are advised to send their Proposal for hiring of Godowns as per following pro-forma provided in **Annexure-I** along with enclosing following necessary documents:

1. Godown Layout Map with proper marking of Godowns and other things.
2. Clear pictures/photographs of Godowns (inside and outside view)

CWC reserves its right to reject all the bids/proposals without offering any reason thereof. Bidder must send their proposals through email at bhopal.business@cewacor.nic.in enclosing all requisite documents on or before 30.08.2022, 15:00 Hrs. The proposals received shall be scrutinized and the final outcome, if any shall be intimated to the concerned at their notified address/e-mail. Proposal can be viewed and downloaded from the website www.cewacor.nic.in.

This is issued with the approval of Competent Authority.

For and on behalf of Regional Manager
CWC, RO, Bhopal

Format for submission of offer by bidders/godown owners of godowns

1. Name of the Bidder with address and Contact No. _____

2. Name of Warehouse _____
3. Brief details about their existing business _____

4. Existing constructed godowns (No. and Capacity in Metric Tonne)
5. Details of Existing Godowns:
 - a. Dimension of the Godowns (Internal)
Length- Breadth-
Height- Max: Min:
 - b. Name of the owner:
 - c. Address of the godowns:
 - d. Approach Road: i) Motorable _____ ii) Constructed: RCC/
Bitumen _____
 - e. Internal Road: i) Motorable _____ ii) Constructed:
RCC/Bitumen _____
 - f. Roof Type:
 - g. Ventilators:
 - h. Description of floor:
 - i. Height of Plinth level from i) Road Level:
ii) Adjacent Ground Level:
 - j. Year of Construction:
 - k. Boundary Wall:
 - l. ELWB:
 - m. Fire Fighting Arrangement:
 - n. Water Facility:
 - o. Lighting Facility:
 - p. CCTV Arrangement:
6. **Expected Rent of the Godown in Rs. per Sq. Feet per Month.....**
Note: Quoted godown rent shall be inclusive of all taxes and duties but exclusive of applicable GST.
7. Copy of PAN Card:
8. Copy of GST Registration:

9. Organisation/Bidders Details: In case the bidder is a Proprietorship Firm/in case of the bidder is a Partnership Firm/in case of a Company (Private or Public)/in case the bidder is Individual Concerned.

10. Other associated details, if any:

(Name and Address of Godown Owner)
(Duly Signed and sealed)

ANNEXURE-II

AGREEMENT FOR HIRING OF GODOWN

AN AGREEMENT FOR HIRING OF GODOWN MADE ON THIS _____ Day of _____ between _____ (hereinafter called the Owner which expression shall where the context so admits include their heirs, legal representatives, successors and assigns) on the one part

AND

The Central Warehousing Corporation constituted under the Warehousing Corporation, Act, 1962 having its Corporate Office at “ Warehousing Bhawan” 4/1, Siri Institutional Area, Hauz Khas, New Delhi -110 016 through its **Regional Manager**, _____ (hereinafter called CWC which expression shall where the context so admits include its successors and assigns) of the other part.

WHERE BY IT IS agreed as follows:-

1. THE OWNER HERE BY AGREE to let and CWC hereby agrees to take over _____ for an initial period of _____ with effect from _____ and thereafter subject to as hereinafter mentioned in the godown premises described in the schedule hereto.
2. CWC will during the continuance of its tenancy pay to the owner for the _____ at the rate of the monthly rent of **Rs.** _____ inclusive of house/property tax but excluding GST, electric and water charges and Centre/State levies which will be payable by CWC. It is agreed that there would be revision of rent at the rate of 10% after every 3 years. The owner will pay all the other charges like rates, fees, cesses and taxes inclusive of ground rent from time to time. Any increase in property tax or other taxes due to any reason would be the responsibility of owner. No insurance of the premises will be taken by the CWC. If so desired, or if so required by law, owner shall insure the premises/structures at his own cost against such events as they may desire or as may be required by law and the CWC shall not be responsible for any damage to the leased premises, arising out of hazard of fire or any other natural causes.
3. The rent as decided shall be payable on per month basis.
4. The agreement will be renewed for a further period of _____ on the same terms and conditions at the option of the CWC at the end of the term herein before mentioned and so on from time to time thereafter at the end of such successive/ further term, and this option shall be deemed to have been exercised and agreement shall be deemed to have been automatically renewed if the CWC continues to retain the possession of the demised premises on the expiry of the initial period or on the expiry of any subsequent term, as the case may be.

5. CWC shall be free to store any notified commodities inclusive of hazardous and extra hazardous commodities as it deems fit for warehousing purpose belonging to any depositors to which the owner shall have no objection whatsoever.
6. CWC shall be free to allocate the space in the warehouse to any third party on dedicated warehousing terms or any other terms, for which consent of owner is not required. CWC and third party can enter into a separate agreement for a period even more than the term of this agreement.
7. The owner shall during the terms of the tenancy keep the premises, at their own cost, in a leak proof condition and fit in all respects for storage of any commodity inclusive of foodgrain, fertilizers, manures, and hazardous and extra hazardous commodities.

The Owner shall carry out at their own cost such alternations and repairs to the roofs, floors, walls, doors, windows etc., of the Godown/Premises as may be necessary and keep the godowns leak proof and fit in all respects for the storage of foodgrains and other aforesaid commodities. Any alternations and repairs, if required will be completed before the godowns are handed over for occupation. Providing of lighting arrangements in the godown shall be completed within three days of taking over the godowns, plugging of roof leakages and replacement of broken glass panes within a week of taking over of the godowns by CWC. The Owner shall also carry out from time to time such alternations and repairs as are required to keep the godowns in a leak proof condition and fit in all respects for storage of Food grains and other aforesaid commodities as are required by CWC within fifteen days of the receipt of a notice from CWC. If owner neglects/fails to carry out the alternations and repairs as aforesaid, CWC shall have the right to get the alternations and repairs done and in addition to other mode of recovery of the cost so incurred, it shall be deducted by CWC from the rent due or falling due to the Owner, the balance if any, being also recoverable from the Owner. [Any recovery made by end customer on account of deficiency in basic warehousing infrastructure \(say washroom facility, drinking water facility, internal roads, drainage, platform, roof sheet, ventilators repairs etc.\) from CWC's storage bill shall be made good from payable rent/dues of the godown owner if owner fails to rectify the same within 15 days time.](#)

8. The owner shall provide necessary access to the storage godown/premises to all motor vehicles carts etc., of CWC or depositors bringing to or taking away from the godowns stocks of Food grains and other aforesaid commodities and to all personnel engaged for the transport of those commodities and management and supervision of the storage godowns/premises.
9. The Owner shall maintain at their own cost all approaches to the godowns/premises within their premises in a motorable condition.
10. The Owner shall allow free of all charges the use of existing electric fitting in the godowns/premises and near about places.

11. Save as herein provided, the Owner and CWC will have the rights and will be subject to the liabilities mentioned in Section 108 of the Transfer of Property Act, 1882.
12. The Owner shall provide, at their own cost, separate electric and water meters for the demised godown/premises to enable CWC to pay conveniently the electric and water charges thereof.
13. This agreement is required to be registered and All incidental expenses connected with the execution of this deed and the stamp duty shall be borne by the Owner. However, initially the same shall be paid by CWC for and on behalf of Owner and the same shall be adjusted from the rent amount paid by CWC.
14. The owner shall provide fully functional firefighting system, equipment's and always charged static water tank in adequate number, readily available at the demised premises. In case it is not provided, CWC will get it installed at risk and cost of the owner and cost of installation will accordingly be deducted from the rent.
15. Godown owner shall keep the godown in damp proof & leak proof condition during the tenancy of the agreement at its own cost.
16. The owner shall provide fully functional CCTV surveillance system, ELWB (Providing functional ELWB would be applicable in case of godown hired for foodgrain storage not in case of godown hired for the e-commerce companies, industrial goods storage etc.) at the demised premises at its own cost. In case it is not provided, CWC will get it installed at risk and cost of the owner and cost of installation will accordingly be deducted from the rent.
17. The warehouse/Godown must fulfill all requirements/specifications as per WDRA norms. CWC may get the warehouse registered with WDRA at the cost of the owner.
18. The owner shall ensure "No Smoking" and highly inflammable warning signs at various strategically placed locations in the demised premises. In case it is not provided. CWC will get it installed at risk and cost of the owner and cost of installation will accordingly be deducted from the rent.
19. It is agreed specifically that the tenancy hereby created shall be terminated only at the option of CWC at any time by giving one month notice.

20. DISPUTES RESOLUTION

20.A AMICABLE RESOLUTION:

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to

be resolved amicably in accordance with the conciliation procedure set forth in **sub-clause (ii) below**.

- (ii) A Joint Committee with equal number of representative (those not directly involved in the day-to-day business operations of either party at the Facility) from CWC and M/s _____ shall be constituted for the administration of agreement. Any disputes arising out of the implementation of the agreement shall be looked into by this Joint Committee for Resolution.

The Joint Committee comprising three authorized representatives including concerned Regional Manager of CWC and equal number of authorized representatives of M/s _____ concerned shall be authorized, after going into all pros and cons without jeopardizing the financial interest of CWC, as contained in the agreement, to amend the terms and conditions for smooth and hassle-free operation so long as the overall structure of this agreement does not change.

20. B ARBITRATION:

All disputes and differences **which are not resolved by Amicable Resolution, as mentioned above**, arising out of or in any way touching 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 contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred transfer is unable to act for any reason, the Central Warehousing Corporation at the time of such inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his award.

Provided further that any demand for arbitration in respect of any claim [s] of the **parties**, under the contract shall be in writing and made within one year of the date of termination or completion [expiry of the period] of the contract and where this provision is not complied with the claim [s] of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.

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

The arbitral proceedings in respect of dispute shall commence on the date on which the Arbitrator call upon the parties to file their claim and defence statement, counterclaim if any.

The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

The cost of arbitration shall be borne by parties as per the decision of the arbitrator.

The arbitrator shall give separate award in respect of each dispute of difference referred to him.

Subject as aforesaid the **Arbitration & Conciliation Act 1996 as amended from time to time** shall apply to the Arbitration proceedings under this clause.

In witness whereof the parties hereto have set their hands the day and year first written above.

FOR AND ON BEHALF OF GODOWN OWNER

WITNESS

1. _____

2. _____

FOR AND ON BEHALF OF CWC

WITNESS

1. _____

2. _____

(Regional Manager)
Central Warehousing Corporation
Regional Office, _____

SCHEDULE OF GODOWNS INCLUDED IN THE AGREEMENT

Name of the Godown Owner: Location :-					
Sr.No.	Godown No.	Dimension L'×B'×H'	Area. Sq. Ft.	Date of hiring	Monthly rent w.e.f. _____ @ Rs. _____ Per month exclusive of GST
Total					

(RupeesOnly)

FOR AND ON BEHALF OF Godown Owner

FOR AND ON BEHALF OF CWC

(Regional Manager)
Central Warehousing Corporation
Regional Office, _____