

NOTICE INVITING TENDER FOR LEASE OF COVERED GODOWN PREMISES AT KAKINADA

IMPORTANT DATES

1 DATE OF PUBLISHING TENDER:	18.9.2015
2 TENDER SUBMISSION STARTING DATE:	21.9.2015 10.00 IST
3 LAST DATE FOR TENDER SUBMISSION:	28.9.2015 15.00 IST
4 TENDER OPENING DATE AND TIME:	28.9.2015 16.00 IST
5 EMD	RS 600000/ (SIX LAKHSONLY)
6 PERIOD OF LEASE:	ONE YEAR

MMTC Limited invites sealed tender for leasing out its godown premises at MMTC Warehousing Complex, at New Port Area, KAKINADA on as is where basis (Bearing Tax Assessment No. 1060018298).for covered godowns only .covered godown premises consists of four compartments of combined area 56405.020 Sq Ft. GODOWN-1 (C1 & C2) and GODOWN-2 (D1 & D2). The godowns shall be available for occupation from November2015

Terms and Conditions:

1) Tenders are to be submitted in prescribed proforma only. The period of Lease shall be for a period to be decided by MMTC but with effect from the date of allotment/possession of the Leased Premises

2 The period of rent will start from the date of **possession** of ware-house. The possession of ware house shall be made within a week from the date of allotment letter issued to successful tenderer. Lease rentals shall be paid in advance within first seven (7) days of the month to MMTC Limited, failing which interest @ 18% per annum is chargeable for the delayed period.

3) Amount equivalent to two months rentals as security deposit and one month rentals as advance rentals to be deposited on acceptance of the offer by the party.

4) MMTC Warehouse complex is covered under insurance for reinstatement value of the property covering MMTC building, plant & machinery, equipment (furniture fixtures and fittings) and does not cover the stock." In other words, the Lessee must ensure adequate coverage of the stocks stored, by availing separate insurance on their own. The Lessee must cover for theft

pilferage, burglary, fire & standard perils, earthquake and floods, etc., MMTC shall not be responsible for any loss and damages of the stocks stored by lessee

5) The LESSEE will issue TDS Certificate for TDS deductions on rental payments on a quarterly basis to enable filing of quarterly returns with statutory authorities.”

6) The LESSEE shall pay electricity and water charges as per the meter reading within due date to the LESSOR in respect of the leased premises.

7) The LESSEE shall use the leased premises for storage of stocks only and the LESSEE shall always maintain the premises in habitable condition. Goods prohibited by any govt agency should not be stored in the godowns

8) The LESSOR shall pay all the Taxes including Property Taxes, Lease Rentals and other charges in respect of the Leased premises and the LESSEE shall not be liable for the same.

9) The LESSEE shall not store inflammable, combustible, or hazardous explosive substances.

10) The LESSEE shall in no case sub-lease the demised storage area either in part or whole. The LESSEE shall not keep the goods of others, other than goods relating to their business. The entire area shall be handed over to MMTC in full at the time of vacation of Godown.

11) The LESSEE shall not make any additions or alterations either structural or otherwise to the demised storage area or even a portion thereof.

12) The LESSEE shall agree to maintain the demised premises in the same condition in which it is handed over by the LESSOR pursuant to this agreement.

13) The LESSEE shall agree to take up routine maintenance of the demised storage area including minor electrical repairs and replacements etc. including pumping out the flooded water during the cyclones/heavy rains at Lessee's own cost.

14) The LESSEE shall use tyre mounted Lorries only for carrying out the operations in the premises.

15) Repairs necessitated due to negligence of the LESSEE occupying the demised premises or their staff or labour or transport contractors etc., shall be to the account of LESSEE and it has to be made good immediately in its original form by the LESSEE, else the repair charges incurred by the lessor shall be debited to the account of lessee

16) During the currency of the agreement, either of the parties shall have the right to terminate this agreement by giving one month notice in writing to the other party by Registered post at the address recorded in this agreement.

17) The lessor shall charge the lessee with penalty charge of 50% more on the rental amount for overstay period beyond the agreement date

18) The LESSOR or their authorized agency shall have the right to inspect the Leased premises at all reasonable times giving prior intimation to the LESSEE.

19) Any dispute or differences whatever arising between parties out of or relating to the construction, meaning, scope /operation or effect of this contract or validity or breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by chairman and managing director (CMD) of MMTC. The provisions of arbitration and conciliation act 1996 shall apply to such arbitration proceedings. The venue of the Arbitration proceedings will be at Visakhapatnam.

20) The LESSOR reserves the right to have lien on the goods stored by the LESSEE in the event of default of payment of rent, other charges and repairs to damages caused due to operations of the LESSEE.

21) The LESSOR and LESSEE will have the right and will be subject to the liabilities mentioned in Section 108 of Transfer of Property Act 1882.

22) An agreement is to be entered into between Lessee and Lessor as per the standard terms and conditions (Annexure-I).

23) Interested Party shall submit their offers in two separate covers – Envelope 1 Super scribing “Technical Bid for MMTC Kakinada Godown Space” and Envelope 2 Price Bid Super scribing “Price Bid for MMTC Kakinada Godown Space”. Both the envelopes shall be put in a common envelope super scribed “ Bid for MMTC Kakinada Godown space” and submitted to AGM (PROJECTS)MMTCLIMITED, PORT AREA, POST BOX NO 132, Mmtc BHAVAN, VISAKHAPATNAM, AP.

24) Technical Bid for covered godown shall be submitted duly sealed Envelope No. 1, which shall contain banker's cheque / DD for Rs.6,00,000/- (Rupees six lakhs only) towards EMD favoring MMTC LIMITED. EMD of unsuccessful bidder will be refunded without interest. Offers without the EMD shall not be considered. EMD will be forfeited in case of non-occupation by the successful bidder after the allotment as per clause no 2. APART FROM THE BANKER'S CHEQUE /DD, THE TECHNICAL BID envelope also contain the following documents

The Technical bid shall contain the following documents along with:

- a) Audited Balance sheet for preceding 3 years.
- b) Credit worthiness certificate from the nationalized Bankers.
- c) CST/VAT/TIN Registration Certificate

d) Brochures of the Company

e) Partnership/MOA/AOA

25) Price bid shall be submitted as per Annexure-I, in Envelope 2, mentioning the square feet rate exclusive of service tax, for closed space. Service tax shall be borne by the lessee.

26) Conditional bids are not acceptable and are liable to rejection at the discretion of the MMTC without assigning any reasons thereof.

27) In case of default in payment of the monthly rent or part thereof for consecutive two months, the party shall be liable for eviction immediately and MMTC will be entitled to take the possession of demised premises. The party shall also be liable to pay interest@18%p a for the delayed period besides the monthly rent which have fallen due

28) MMTC Limited reserves the right to accept or reject all the offers or any offer or part or cancel the whole, without assigning any reason there of. The decision of General Manager, MMTC Limited, Regional Office, Visakhapatnam with regard to tender is final and binding.

29) The lessee is required to sign all the papers of the tender documents.

30) The agreement can be extended for the further period on the mutual agreement between lessor / lessee

Signature of Tenderer

With office seal.

PRICE BID
for lease of Warehousing Complex- Kakinada
(To be submitted in sealed cover only)

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	Rate /Sq.ft S.Tax(%)
COVERED Space available for lease: Covered Godown(s)	
1. Shed No.1 (C1 & C2 compartments) 28,989.02 Sq.ft
2. Shed No.2 (D1 & D2 compartments] 27,416.00 Sq.ft
Total Covered godowns	56,405.02 Sq.ft

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We agree that above rates are for one year unless other wise specified in Part-I Technical Bid.

We agree to provide copies of TDS returns filed in time.

Authorized Signatory: _____
Name
Designation
Emp. code

Company's Seal:

Date:
