

## NOTICE INVITING TENDER FOR LEASE OF GODOWN PREMISES AT KAKINADA

### IMPORTANT DATES

1 DATE OF PUBLISHING TENDER :	25.06.2014	10.00 IST
2 TENDER SUBMISSION STARTING DATE :	25.06.2014	10.00 IST
3 LAST DATE FOR TENDER SUBMISSION :	09.07.2014	15.00 IST
4 TENDER OPENING DATE AND TIME :	09.07.2014	16.00 IST
5 EMD ::	RS.600000/ (SIX LAKHSONLY )	
6 PERIOD OF LEASE :	ONE YEAR	

MMTC Limited invites sealed tender for leasing out the godown premises at MMTC Warehousing Complex, at New Port Area, KAKINADA on as is where basis (Bearing Tax Assessment No. 1060018298) for the covered godowns only . The Covered godown premises consists of four compartments of combined area 56405.020 Sq Ft i.e., GODOWN-1 (C1 & C2) and GODOWN-2 (D1 & D2). The entire area shall be treated as single allotment unless specially approved by MMTC to separate in parts.

### Terms and Conditions:

- 1)Tenders are to be submitted in prescribed proforma only. The period of Lease shall be for a period of 6 months 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. In case of non occupancy of the godown after the allotment, the EMD will be forfeited after 7 days of allotment. 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.

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 / machineries prohibited by any govt agency and not covered in tender terms should not be stored in our 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 of 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.

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

17) Further, MMTC can have the right to extend the agreement upto a period of six months or so, with or without increase in rent based on

market condition and performance of the Lessee.

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

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 Superscribing “Technical Bid for MMTC Kakinada Godown Space” and

Envelope 2 Price Bid Superscribing “Price Bid for MMTC Kakinada Godown Space”.

Both the envelopes shall be put in a common envelope superscribed “ Bid for MMTC Kakinada Godown space” and submitted to The Dy. General Manager, MMTC Limited , Post Box. No.132, Port Area , VISAKHAPATNAM .

24) Parties shall submit their Technical Bid for covered godown duly sealed. Envelope No. 1, shall contain banker's cheque / DD for Rs.6,00,000/- (Rupees six lakhs only) towards EMD favouring MMTC LIMITED. EMD of unsuccessful bidder will be refunded without interest. Offers without the EMD shall not be considered for any purpose. EMD will be forfeited in case of non -occupation by the successful bidder after the allotment as per clause no 2

25) The Technical bid shall contain the following documents along with:

a) banker's cheque / DD for Rs.6,00,000/- (Rupees six lakhs only) towards EMD favoring MMTC LIMITED.

b) Audited Balance sheet for preceding 3 years.

- c) Credit worthiness certificate from the nationalized Bankers.
  - d) CST/VAT/TIN Registration Certificate
  - e) Brochures of the Company
  - f) Partnership/MOA/AOA
- 26) Price bid shall be submitted as per Annexure-I, in Envelope 2, mentioning the square feet rate exclusive of service tax , separately for covered space . service tax shall be borne by the lessee.
- 27) Conditional bids are not acceptable and are rejected at the discretion of the MMTC without assigning any reasons thereof.
- 28) 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
- 29) 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& binding.
- 30) The lessee is required to sign all the papers of the tender documents.

Signature of Tenderer  
With office seal.

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ANNEXURE - 1

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: