## NOTICE INVITING TENDER FOR LEASE OF GODOWN PREMISES(OPEN SPACES ONLY) AT KAKINADA IMPORTANT DATES

1 DATE OF PUBLISHING TENDER: 23-08-16

2 TENDER SUBMISSION STARTING DATE 23-08-16

3 LAST DATE FOR TENDER SUBMISSION: 14-09-16 UPTO 1500 HRS

4 TENDER OPENING DATE AND TIME: 14-09-16 AT 1600 HRS

5 Earnest Money Deposit ( EMD ) ; RS 4,90,000/= ( FOUR LAKHS AND NINETY THOUSAND)

6 PERIOD OF LEASE ; ONE YEAR

1MMTC Limited invites sealed tender for leasing out its OPEN GODOWN SPACE 1 at MMTC Warehousing Complex, at New Port Area, KAKINADA on as is where basis (Bearing Tax Assessment No. 1060018298) consisting of 84,261.84 square feet (CEMENTED). The space shall be available from October 2016 onwards. In addition , we have an OPEN GODOWN SPACE - 11 without cement flooring of an area of 30,000 SFT.

2 Tenders are to be submitted in prescribed proforma only. The period of Lease shall be for a period of one year with effect from the date of allotment/possession of the Leased Premises, whichever is earlier The possession of OPEN SPACES, shall be made within a week from the date of allotment letter issued to successful tenderer .Non-OCCUPATION OF GODOWNS WILL RESULT IN FORFEIT OF EMD besides any other shortfall in the amount received by MMTC /accruing in to MMTC 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) An Amount of equivalent to two months rentals as security deposit and one month rental as an advance to be deposited once the open-space is offered by MMTC by way of allotment letter.
- 4) MMTC Warehouse complex is covered under insurance for re instatement 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, 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 OPEN-SPACE AND EXACTLY on or before the last day of the contract period
- 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 months notice in writing to the other party by Registered post at the address recorded in this agreement.
- 17) 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.
- 18) 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

through 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 arbitration proceedings will be at vizag only

- 19) 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.
- 20) 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.
- 21) An agreement is to be entered into between Lessee and Lessor as per the standard terms and conditions (Annexure-I).
- 22) Interested Party shall submit their offers in two separate covers Envelope 1 Superscribing "Technical Bid for MMTC Kakinada OPEN-SPACE Space" and Envelope 2 Price Bid, Superscribing "Price Bid for MMTC Kakinada OPEN-SPACE Space". Both the envelopes shall be put in a common envelope superscribed "Bid for MMTC Kakinada OPEN-SPACE space" and submitted to AGM (PROJECTS)MMTCLIMITED DOOR NO 16-37-4/B,ROAD NO 3 AYODHYANAGAR,KAKINADA ANDHRA PRADESH. Format for Price Bid to be submitted will be as per Annexure-II.
- 23 Technical Bid for OPEN-SPACE shall be submitted duly sealed Envelope No. 1, which shall contain banker's cheque / DD for Rs.4.90 Lakhs(Rupees FOUR LAKHS AND NINETY THOUSED 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
- 24) The Technical bid shall contain the following documents along with:
- a) banker's cheque / DD for Rs.4.90 lakhs (Rupees ,FOUR LAKHS AND NINETY THOUSEND 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
- 25) Price bid shall be submitted as per Annexure- II in Envelope 2, mentioning the square feet rate exclusive of service tax, for OPEN-SPACES. service tax shall be borne by the leesee.
- 26) Conditional bids are not acceptable and are rejected 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
- 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 thereof. The decision of General Manager, MMTC Limited, Regional Office, Visakhapatnam with regard to tender is final binding.
- 29) The lessee is required to sign all the papers of the tender documents.

Signature of Tenderer

With office seal.

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ANNEXURE – 11

## PRICE BID for Lease of OPEN SPACE PREMISES At- Kakinada (To be submitted in sealed cover only)

Rate /Sq.ft ( EXCLUDINGSERVICETAX % )		
		Rate per sft Total
CEMENTED Area ( GODOWN SPACE – 1 )	;	84,261.84 sft
NON CEMENTED AREA ( GODOWN SPACE- 11 )	;	30,000 SFT
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 Soal
Date:		Company's Seal: