

**NOTICE INVITING TENDER FOR LEASE OF OPEN SPACE (CONCRETISED) AT
MMTC WAREHOUSE NEW PORT AREA KAKINADA**

IMPORTANT DATES

1 DATE OF PUBLISHING TENDER:	20-12-2018
2 TENDER SUBMISSION STARTING DATE	20-12-2018
3 LAST DATE FOR TENDER SUBMISSION:	28-12-2018 UPTO 1500 HRS
4 TENDER OPENING DATE AND TIME:	28-12-2018 AT 1600 HRS
5 Earnest Money Deposit (EMD)	: RS 5, 00,000/- (FIVE LAKHS ONLY)
6 PERIOD OF LEASE	: SIX MONTHS / ONE YEAR

1) MMTC Limited, A Govt. of India Enterprise having its Regional Office at MMTC Bhawan, Port Area, Visakhapatnam and Registered Office at Scope Complex, Core-1, 7, Institutional Area, Lodi Road, New Delhi: 110-003 invites sealed tender for leasing out its OPEN GODOWN SPACE-I at MMTC Warehousing Complex, at New Port Area, KAKINADA on “ **AS IS WHERE IS BASIS** “ (Bearing Tax Assessment No. 1060018298) consisting of 84,261.84 Sq. feet (Concretised) and OPEN GODOWN SPACE - II consisting of 30,000 Sq. ft (Non concretised)) .

2) Bids are to be submitted in prescribed Pro-forma only. Bidders to sign on all the papers submitted. The period of Lease shall be for a period of one year/ six months with effect from the date of allotment/possession of the Leased Premises, whichever is earlier. The possession of OPEN SPACES/Leased Premises , shall be made within a week from the date of allotment letter issued to successful bidder. Non occupation open space-leased premises will result in forfeit of EMD besides any other shortfall in the amount received by MMTC /accruing to MMTC. The Lease rentals shall be paid in advance within first seven (7) days of the month to MMTC Limited; Visakhapatnam failing which interest @ 18% per annum is chargeable for the delayed period.

3) **An amount equivalent to two months rentals as security deposit (non interest bearing) and one month rental (to be quoted) as an advance to be deposited immediately once the open-space is offered by MMTC by way of allotment letter.** On successful completion of the contracted period or termination, whichever is earlier,

the Security Deposit (non interest bearing) will be returned to the Tender subject to recoveries, if any.

4) MMTC Warehouse complex/Leased Premises are covered under insurance for composite value of the property covering MMTC building, plant & machinery, equipment (furniture ,fixtures and fittings) but does not cover the stock. In other words, the LESSEE must ensure adequate coverage of the stocks stored, by availing separate insurance for their stock, on their own. The LESSEE must cover for theft, pilferage, burglary, fire & standard perils, earthquake and floods, etc. The LESSEE will have to lodge claim with the Insurance Company, should there be any loss, damage to their stock. MMTC shall not be responsible for any loss and damages of the stocks stored by LESSEE in the aforesaid premises.

5) The LESSEE should submit TDS Certificate (Form 16A) for the TDS deductions on rental payments on a quarterly basis to enable filing of quarterly returns with statutory authorities by the LESSOR.

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 Government Agency should not be stored in the godowns. The LESSEE shall not store inflammable, combustible, or hazardous explosive substances in the leased premises.

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, in no case sub-lease/sub-let the leased premises either in part or whole to any third party. The LESSEE shall not keep the goods of others, other than goods relating to their business. At the time of vacation of open space/leased premises on or before the last day of the contracted period, entire area shall be handed over to MMTC in full and in the same condition given now.

10) The LESSEE shall not make any additions or alterations either structural or otherwise to the Leased Premises or even to a portion thereof.

11) The LESSEE shall agree to maintain the Leased premises in neat and clean condition, in which it is handed over by the LESSOR pursuant to this agreement.

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

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

14) Repairs necessitated due to negligence of the LESSEE occupying the leased 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 and recovery will be made accordingly.

15) 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/hand delivery at the respective address. However, the obligations of the parties will remain in force till the dispute, if any under this agreement is settled.

16) 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.

17) **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The award of the Sole Arbitrator shall be binding on both the parties. The seat of arbitration proceedings will be Visakhapatnam.

18) The LESSOR reserves the right of lien over the Stock/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.

19) The LESSOR and LESSEE will have the right & liabilities mentioned in Section 108 of Transfer of property Act 1882.

20) A formal Lease/Leave & License Agreement will be entered into between LESSOR & LESSEE as per the standard terms and conditions on allotment of godown(s).

21) Interested Parties shall submit their offers in two separate covers – **Envelope 1** Super scribing %Technical Bid for MMTC Warehouse OPEN-SPACE Space+ **and Envelope 2 Price Bid**, Super scribing %Price Bid for MMTC Warehouse OPEN-SPACE Space+. Both the envelopes shall be put in a common envelope super scribed %Bid for MMTC Warehouse OPEN-SPACE+ and submitted to General Manager (Projects), MMTC LIMITED, Port area , Post Box No 132, MMTC Bhavan, Visakhapatnam, Pin Code- 530 035, ANDHRA PRADESH. Tender box will be kept at Visakhapatnam only.

22) Technical Bid for OPEN-SPACE shall be submitted in **Annexure – I** duly sealed Envelope No. 1, **which shall inter alia contain banker's cheque / DD for Rs.5 Lakhs (Rupees five Lakhs only) towards noninterest bearing EMD, favoring MMTC LIMITED.** EMD of unsuccessful bidder will be refunded without interest within 15 days. Offers without the EMD shall not be considered and will be summarily rejected. EMD will be forfeited, in case of non . occupation of the said godown by the successful bidder after the allotment as per clause No 2.

23) Price Bid shall be submitted as per **Annexure- II** in Envelope 2, mentioning the square feet rate exclusive of GST, for OPEN-SPACES. GST shall be borne by the LESSEE.

24) Conditional bids are not acceptable and are rejected at the discretion of MMTC Limited, without assigning any reasons thereof.

25) 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 leased premises without prejudice to its legal rights. The party shall also be liable to pay interest@18% p. a. on the said rents from the due date for the delayed period and applicable GST on the interest paid.

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

27) The LESSEE is required to sign, seal all the papers of the tender documents.

28) All matters connected with the tender/contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam.

29) **Force Majeure:** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the tender/contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

30) **Fraud Prevention:**

- 1) Commitments of Bidder(s) / Agency (ies): The Bidder(s)/ Agency (ies) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in %fraud Prevention Policy+of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in/>) during

their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- (a) The Bidder(s) / Agency (ies) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) / Agency (ies) shall not enter into with other Bidder(s) / Agency (ies) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, rates, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) / Agency (ies) shall not commit or allow any persons to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s) / Agency (ies) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Agency (ies) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - (e) The Bidder(s) / Agency(ies) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 2) Disqualification from tender process and exclusion from future contracts : If the Bidder(s) / Agency(ies), before award or during execution has committed a transgression through a violation of Clause 30 above or %Fraud Prevention Policy+of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) / Agency(ies) from undertaking any transaction with MMTC and/or declare the Bidder(s) / Agency(ies) ineligible to be awarded a contract either indefinitely or for a stated period of time.
 - 3) Damages: If MMTC has disqualified the Bidder / Agency from the tender process prior to the award or during execution according to Clause 30 (2) hereto, MMTC shall be entitled to demand and recover from the Bidder / Agency liquidated damages of the Contract value or the amount equal to two months of monthly rent.

31) HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the Policy in force.

General Manager

Visakhapatnam
20 DEC 2018

ANNEXURE-I**Company's profile**

Sr No.	Particulars	Details
1	Name of the Company	
2	Address for correspondence (proof to be enclosed)	
3	Name of the Contact Person, Signing authority	
4	Contact Details: Tel. & Mobile /E-mail address /Website	
6	Company/Firm Registration No. (proof to be attached)	
9	PAN & GSTIN	
10	EMD details	
12	Annual Turnover for the last three financial years	
13	Bank details	
14	Solvency Certificate from Bank	
15	Three Years Balance Sheets and IT Returns	
16	Nature of Stock	
17	Any other document(s)	

Note: Self attested supporting documents are to be provided.

Full Name and signature of the Authorized Signatory:

(With seal of the Company)

Date:

Place:

ANNEXURE – II

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

	Rate per s ft (Exclusive of GST)	Total Amt (Rs)
Concretised Area (OPEN SPACE – I) ; 84,261.84 s ft	_____	_____
Non Concretised Area (OPEN SPACE- II); 30,000 SFT	_____	_____

We agree that above rates are for the CONTRACTED PERIOD.

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

SIGNATURE of Authorized Signatory: _____

Name _____

Designation _____

Company's Seal:

Place: _____

Date: _____