

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

Important dates:

- 1. Date of publishing tender : 12-12-2013 , 10:00 IST**
- 2. Document sale start date : 12-12-2013 , 10:00 IST Hours**
- 3. Document sale end date : 24-12-2013 , 12:00 IST Hours**
- 4. Last date of tender submission : 24-12-2013 , 15:00 IST Hours**
- 5. Date of opening tender : 24-12-2013, 16:00 IST Hours**
- 6. Earnest money to deposit : Rs. 6,00,000/- (Rupees Six Lakh only)**
- 7. Period of lease: 6 months**

MMTC Limited intends to lease the **open space with concrete platform** measuring an area of **84264 Sq Ft.** at MMTC Warehousing Complex, New Port Area, KAKINADA on as is where basis (Bearing Tax Assessment No. 1060018298).

Terms and Conditions:

- 1) The Lease shall be for a period of **six months** with effect from the date of allotment/possession of the Leased Premises and may be extended with mutual consent.
- 2) Lease rentals shall be paid in advance within first seven (7) days of the month to MMTC Limited, failing which an interest @ 18% per month is chargeable.
- 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 re instatement value of the property covering 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.

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 not have the right to 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.

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 flood 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 addressee 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) All the disputes or differences whatsoever arising between the parties out of or relating to the definition, meaning, scope, operation or effect of this tender on the validity, or the breach thereof to be settled by arbitration in accordance with the Arbitration & Conciliation Act 1996.

19) The LESSOR and LESSEE shall be entitled to appoint one Arbitrator each, who in turn shall appoint Presiding Officer. The award of such arbitrator shall be final and binding on the parties. The arbitration hearing shall be conducted in English and venue of such arbitration shall be Visakhapatnam. The court of Visakhapatnam shall alone have the Jurisdiction to resolve any disputes arising out of this arbitration between the LESSOR & the LESSEE.

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 repair 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.

23) An integrity pact is to be signed by Lessee as per standard draft.

24) Interested Party shall submit their offers in two separate covers – Envelope 1 super scribing “**Technical Bid** for MMTC Kakinada Open Space” and Envelope 2 Price Bid super scribing “**Price Bid** for MMTC Kakinada Open Space”. Both the envelopes shall be put in a common envelope super scribed “Bid for MMTC Kakinada Open space” and submitted to The Dy. General Manager, MMTC Limited, Sub Regional Office, D No 16-37-4/B, Road No. 3, Ayodhya Nagar, KAKINADA PIN: 533001

25) Parties shall submit their Technical Bid for open concrete platform in 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 payable at Kakinada. EMD of unsuccessful bidder will be refunded without any

interest after settlement of all dues. 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 issuance of allotment letter.

26) 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

27) Price bid shall be submitted as per Annexure-I, in Envelope 2, mentioning per square foot rate exclusive of service tax for the open concrete platform. Price bids of technically qualified bidders only will be considered.

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

29) Bids are expected from reputed business entities and must be completed in all respects.

30) 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 the above tender is final and binding.

PS: Price Bid proforma on next page

PRICE BID

For lease of open space at MMTC warehouse, Kakinada
(To be submitted in sealed cover only)

=====

=====

Rate /Sq ft S Tax

OPEN Space available for lease:

3. Total OPEN space available 84,264 Sq ft

=====

=====

We agree that above rates are for a period of six months unless other
wise specified in Part-I Technical Bid.

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

Authorized Signatory: _____

Name

Designation

Company's Seal:

Date:
