

NOTICE INVITING TENDER FOR LEASE OF GODOWN PREMISES AT KAKINADA

IMPORTANT DATES

- 1 DATE OF PUBLISHING TENDER : 29-07-2016
- 2 TENDER SUBMISSION STARTING DATE : 29-07-2016
- 3 LAST DATE FOR TENDER SUBMISSION : 16-08-2016 UP TO 1500 HRS
- 4 TENDER OPENING DATE AND TIME : 16-08-2016 AT 1600 HRS
- 5 EMD :: RS 6,00000/ (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 closed godown only . Closed godown premises consists of TWO compartments of combined area 28989.020 Sq Ft. Godown-1 (C1 & C2) .and an area of 27,416 sft for Godown no 2 (D1 & D2).Total area of 56,405 sft. The godowns shall be available for occupation from 01-09-2016 (SEPTEMBER 16)

Terms and Conditions:

- 1) 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

2) The possession of ware house 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) Amount equivalent to two months rentals as security deposit and one month rental as an advance to be deposited once the godown 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, 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 AND EXATLY 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 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 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 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 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 closed 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.

24) 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

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

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 there of. 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.

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

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Rate /Sq.ft (EXCLUDINGSERVICETAX %)			
COVERED Space available for lease:	Covered Godown.	Rate per sft	Total
for godown 1 c1&c2	28989.02 Sq.ft		
For godown no 2 D1&D2	27,415 sft		
TOTAL AREA OF	56,405 SFT		

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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:

ANNEXE - I

LEASE AGREEMENT

THIS LEASE AGREEMENT IS DEEMED TO HAVE BEEN MADE ON -----
----- between MMTC Limited, a Company
incorporated under the Companies Act 1956, having its Registered Office at
Core-1, Scope Complex, 7 Institutional Area, Lodi Road, New Delhi-110003 & its
Regional office at MMTC Bhavan, Port Area, Visakhapatnam-530035 hereinafter
called the "LESSOR" which expression shall include its, heirs, legal
representatives and assigns of the ONE PART,

&

----- registered as -----
firm having its office at -----
----- hereinafter called as the
"LESSEE" which expression shall include its, successors, legal representatives
and assignees of the OTHER PART.

1) WHEREAS the LESSOR is the absolute owner of the premises known as MMTC WAREHOUSING COMPLEX, at New port Area, KAKINADA, carefully described in the schedule hereunder and herein after called to as Leased premises, having full and unfettered rights to lease out the same or any portion at such terms and conditions as it may think fit.

2) WHEREAS the LESSOR has agreed to grant on lease, and the LESSEE has agreed to take GODOWN-1(C1&C2) Godown -2 (D1 & D2) of the said premises on as is where basis (Bearing Tax Assessment No. 1060018298), which consists of FOUR compartments of area 56405 **Sq ft**, hereinafter referred to as “Leased Premises” therefore it is agreed between the Parties hereto as follows.

3) WHEREAS THE Lease shall be for ----- with effect from -----and may be extended by LESSOR's consent. The Lease period is calculated basing on the English calendar. The LESSEE shall pay to the LESSOR for the Leased premises at the rate of -----(Rupees only) per Square feet per month towards rent exclusive of statutory taxes.

4) WHEREAS THE Lease amount shall be paid in advance by the LESSEE for the particular month within first 5 days of the month along with service charges favoring MMTC Limited, failing which Interest @ 18% per annum will be payable by the LESSEE.

5) WHEREAS the LESSEE intends to extend the lease further, the LESSEE shall approach LESSOR one month before expiry of the lease and keep an amount equivalent to one month rent as advance and two months' rent as security deposit and request the LESSOR for further extension of lease upon such terms and conditions and solely at the discretion of the LESSOR and the rent of leased premises shall be as per market rate/mutually agreed rate between LESSEE & LESSOR as on that period. If the extended period is less than one month, rent shall be paid for the full month.

6) WHEREAS LESSEE can deduct TDS on the rental payments of the subject premises and shall deposit the amount with appropriate authority within the stipulated period and

produce the necessary deposit challans and issue the TDS certificates as per IT Act/ Rules, failing which the amount of TDS will be paid as rental charges every month.

7) The LESSEE will issue TDS Certificate for TDS deductions on rental payments on monthly basis for filing returns with Statutory Authorities by the LESSOR

8) WHEREAS the LESSOR has covered the premises under insurance for reinstatement value of the property covering building, plant & machinery, equipment (furniture, fixtures and fittings) and does not cover the stock The LESSEE must ensure adequate cover 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. The LESSOR shall not be responsible for any loss and damages to the stocks. The LESSEE will have to arrange the security.

9) WHEREAS the LESSEE shall also pay for the electricity and the water charges in respect of the leased premises as per the meter reading if used within due date.

10) WHEREAS the LESSOR shall pay all the Taxes including Property Taxes and other charges due and payable in terms of the Leased premises and the LESSEE shall not be liable for the same.

11) WHEREAS the LESSEE shall use the leased premises for storage of their stocks only and the LESSEE shall always maintain the premises in habitable condition.

12) WHEREAS the LESSEE shall not store inflammable, combustible, or hazardous explosive substances

13) WHEREAS 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.

14) WHEREAS the LESSEE shall not make any additions or alterations either structural or otherwise to the demised storage or even a portion thereof

15) WHEREAS the LESSEE agrees to maintain the demised premises in the same condition in which it is handed over by the LESSOR pursuant to this agreement.

Damages if any shall be suitably deducted by LESSOR upon vacation of the premises.

16) WHEREAS at the time of termination of lease or vacation of the premises the LESSEE shall remove all goods/material from the premises and any material left behind is considered as abandoned. The LESSOR will dispose off the material at the cost and risk of LESSEE

17) WHEREAS by signing this agreement the LESSEE acknowledges that the premises have been received in good and clean condition.

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

19) WHEREAS the LESSEE shall use only tyre mounted Lorries for carrying out the operations in the premises

20) WHEREAS repairs necessitated due to the 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

21) WHEREAS 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 speed post at the address recorded in this agreement.

22) WHEREAS the LESSOR or their authorized agency shall have the right to inspect the Leased premises at all reasonable time giving prior intimation to the LESSEE.

23) 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 by a sole arbitrator to be nominated by Chairman and Managing Director of MMTC LTD. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings and the jurisdiction is at Visakhapatnam.

24) The venue of arbitration shall be at Visakhapatnam. The award given by the Arbitral

Tribunal shall be final and binding on the parties. The court of Visakhapatnam shall alone have the Jurisdiction, to resolve any disputes arising out of this arbitration between the LESSOR & the LESSEE.

25) WHEREAS 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.

26) WHEREAS the LESSOR and LESSEE will have right and will be subject to the liabilities mentioned in Section 108 of Transfer of property Act 1882

LESSOR: FOR MMTC Limited

Witness:

(Authorized Signatory)

LESSEE: FOR

Witness:

(Authorized Signatory)