

**NOTICE INVITING TENDER FOR LEASE AND LICENCE OF COVERED GODOWNS/OPEN SPACE AT
MMTC WAREHOUSE, NEW PORT AREA, KAKINADA**

NIT NO: MMTC/VIZAG/PROJECT/GODOWN/01/2022-23

DT.07.07.2022

IMPORTANT DATES

- 1. DATE OF PUBLISHING TENDER : 07.07.2022**
- 2. TENDER SUBMISSION STARTING DATE : 07.07.2022**
- 3. LAST DATE FOR TENDER SUBMISSION : 28.07.2022 UPTO 1500 HOURS**
- 4. TENDER OPENING DATE AND TIME : 28.07.2022 AT 1600 HOURS**
- 5. PERIOD OF LEASE : 6 MONTHS.**
- 6. EARNEST MONEY DEPOSIT (EMD) : RS.50,000/- (Fifty Thousand only) FOR EACH COMPARTMENT AND RUPEES ONE LAKH FOR OPEN SPACE AND NO ADJUSTMENT OR CONSIDERATION OF EXISTING SECURITY DEPOSITS OF THE EXISTING CONTRACTS WITH MMTC TOWARDS EMD**

MMTC LIMITED, A Govt. Of India Enterprise having its Regional Office at MMTC Bhawan, Port Area, Visakhapatnam and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi – 110 003 invites sealed tender for leasing out its COVERED GODOWNS and OPEN SPACE at MMTC Warehousing Complex, at New Port Area, KAKINADA on “**AS IS WHERE IS BASIS**” (Bearing Tax Assessment No.1060018298) consisting of four covered compartments of combined area of 56405.02 Sq.Ft. (Concretized) GODOWN-1 (C1 & C2) and GODOWN-2(D1 & D2) and OPEN SPACE area of 84261.84 Sft.

1) Bids are to be submitted in prescribed Pro-forma only given at annexure. Bidder to sign on all the papers submitted. The period of Lease shall be for a period of initially for 6 months with effect from the date of allotment/possession of the Licensed Premises, whichever is earlier and the possession of Covered Godowns/Open Space/Licensed Premises shall be made within a week from the date of allotment letter issued to the successful bidder. Non occupation of Licensed Premises will result in forfeit of EMD besides any other shortfall in the amount received by MMTC/accruing to MMTC. The License fee shall be paid in advance within first Five (5) working days of the month to MMTC Limited failing which simple interest @ 18% per annum is chargeable for the delayed period of payment.

2) The rental rate shall be valid for 6 months with effect from 11.08.2022 i.e. up to 10.02.2023 and thereafter the rental rate shall be reviewed for another 5 months period at the discretion of MMTC limited.

3) **Security Deposit and Payment of Rent:** LICENSEE shall deposit an amount equivalent to two months rentals as Security Deposit (non interest bearing) and one month rental (to be quoted) as an advance within 5 working days from the issuance of allotment letter by the LICENSOR. The EMD deposited by the LICENSEE will be converted towards security deposit after allotment. On successful completion of the contracted period or termination, whichever is earlier, the Security Deposit (non interest bearing) will be returned to the LICENSEE, without any interest on deposit subject to recoveries/adjustments, if any on proper handing over and taking over of the premises.

4) In case the LICENSEE intends to extend the period of let-out further, the LICENSEE shall approach LICENSOR one month before expiry of the license and keep an amount equivalent to two months' rent as security deposit and request the LICENSOR for further extension of license upon such terms and conditions and solely at the discretion of the LICENSOR and the rest of licensed premises shall be as per market rate/mutually agreed rate between LICENSEE & LICENSOR as on that period. **Even if the extended period is less than one month, rent shall be paid for the full month.**

5) LICENSEE shall pay the monthly rent in advance along with Taxes, TCS, GST as applicable from time to time for the particular month within 5 working days of the rental month, failing which simple interest @ 18% per annum will be payable by the LICENSEE. LICENSOR will issue rental invoice accordingly.

6) Taxes: LICENSEE 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 a rental charges every month. If TCS is applicable then LICENSOR will collect the same from the LICENSEE.

7) The LICENSEE shall strictly follow all GST Rules and Regulations issued from time to time. If any tax has been paid by the LICENSEE in pursuance of any demand on account of suppression, fraud or wilful misstatement of facts, then the same **shall not** be passed on to LICENSOR.

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

9) WHEREAS the LICENSEE shall also pay for the electricity and the water charges in respect of the licensed premises as per the meter reading within due date, if used or on demand by the LICENSOR. Unpaid expenses, if any shall be recovered from the security deposit.

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

11) Any expenses on account of registration / stamp duty of leave and license deed shall be borne by LICENSEE.

12) WHEREAS the LICENSEE shall use the licensed premises for storage of their stocks and the LICENSEE shall always maintain the premises in habitable condition.

13) WHEREAS the LICENSEE shall not store inflammable, combustible, prohibited or hazardous explosive substances. The LICENSEE shall not use the premises for any illegal or immoral purpose or carry out any activity or do anything which constitutes breach of any law.

14) WHEREAS the LICENSEE shall, in no case sub-licensee/sub-let the licensed premises either in part or whole to any third party. The LICENSEE shall not keep the goods of others, other than goods relating to their business. At the time of vacation of licensed premises on or before the last date of the contracted period, entire area shall be handed over to LICENSOR in full and in the good condition in which it was handed over.

15) The LICENSEE shall not make any additions or alterations either structural or otherwise to the Licensed Premises or even to a portion thereof.

16) The LICENSEE shall maintain the Licensed Premises in neat and clean condition in which it is handed over by the LICENSOR. Damages if any shall be suitably deducted by LICENSOR upon vacation of the premises.

17) WHEREAS at the time of termination of license period or vacation of the premises the LICENSEE shall remove all goods/material from the premises and any material left behind is considered as abandoned. The LICENSOR will dispose of the material at the cost and risk of LICENSEE.

18) WHEREAS the LICENSEE should undertake routine maintenance like minor electrical repairs, cleaning of the gutters, drainages and pumping of the flood water during the cyclones/heavy rains at LICENSEE's own cost. Any repairs for leakages on the roof tops and godown walls, greasing and maintenance of shutters in the compartments and repairs to the internal roads in the godown complex shall be undertaken by the LICENSEE in consultation and after prior approval of LICENSOR in writing for the repairs and expenditure.

19) WHEREAS the LICENSEE shall use only Tyre mounted Lorries for carrying out their operations in the premises.

20) The LICENSEE shall ensure that the trucks/vehicles used for transportation of the goods shall conform to the weight limits prescribed by the Govt. Authorities.

21) WHEREAS repairs necessitated due to negligence of the LICENSEE occupying the licensed premises or their staff or labour or transport contractors, etc., shall be to the account of LICENSEE and it has to be made good immediately in its original form by the LICENSEE, else the repair charges incurred by the LICENSOR shall be debited to the account of LICENSEE and recovery will be made accordingly.

22) WHEREAS during the currency of the agreement, either of the parties shall have the right to terminate this agreement by giving ONE month's notice in writing to the other party by Registered post / email / hand delivery at the respective address.

23) If the LICENSEE fails to pay the amount payable as herein provided on due date in advance or on demand or if the LICENSEE fails to perform any obligation on the part of LICENSEE to be performed in that event the LICENSOR shall be entitled to charge simple interest 18% per annum on the amount remaining unpaid and terminate the leave and license agreement by giving notice in writing for breaches and in that event the LICENSEE shall hand over the vacant premises to the LICENSOR.

24) In case of default in payment of the monthly rent or part thereof for one month the LICENSEE shall be liable for eviction immediately and LICENSOR will be entitled to take the possession of leased premises without prejudice to its legal rights. The party shall also be liable to pay simple interest @ 18% p.a. on the said rents, for the delayed period.

25) LICENSEE shall handover the premises in good and clean condition at the time of vacation of premises. In case of any damage/demolition the LICENSEE shall repair the damages/replace the broken parts/area/portion of the godowns. LICENSOR shall have the right to recover the cost of repair/replacement of the damaged/broken part/area/portion of the godowns.

26) WHEREAS the LICENSOR or their authorized agency shall have the right to inspect the Licensed Premises at all reasonable time without giving prior intimation to the LICENSEE.

27) WHEREAS the LICENSOR reserves the right of lien over the Stock/goods stored by the LICENSEE, in the event of default of payment of rent, other charges and repairs to damages caused due to operations of the LICENSEE. LICENSOR will adjust the security deposit available with LICENSOR towards the recovery of damages to the premises and past debts and any dues that may arise, if any.

28) INDEMNITY: The LICENSEE agrees and undertakes to the LICENSOR to indemnify and to keep indemnified of any obligations, covenants and conditions thereof including third party claims if any raised on the LICENSEE.

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

30) 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.

31) The LICENSEE is required to sign, seal all the papers of the tender documents.

32) 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, LICENSEE 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 LICENSEE in accordance with the Policy in force.

33) 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 contract, the relative obligation by the party affected by such force majeure shall be suspended for the period during which such cause lasts, only if certified or declared by statutory authority and proof is submitted thereof.

34) ARBITRATION: The Clarifications/Disputes, if any arising out of or relating to any point(s) or clause(s) of this agreement including interpretation of terms of the agreement shall be resolved through joint discussion between the authorized representative(s) of both the parties or by arbitration by a sole arbitrator to be nominated by General Manager, MMTC Limited, Visakhapatnam. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings and the jurisdiction is at Visakhapatnam.

35) JURISDICTION: The venue of arbitration shall be at Visakhapatnam. The award given by the Arbitral Tribunal shall be final and binding on the parties. The seat of arbitration shall be Visakhapatnam. All matters connected with the contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam, to resolve any disputes arising out of this arbitration between the LICENSOR & the LICENSEE.

36) SURVIVAL: All provisions of indemnification, liability, protection of property and obligations of LICENSEE shall survive the termination of the Leave & License Agreement.

37) A formal Leave & License Agreement will be entered into between LICENSOR & LICENSEE as per the standard terms and conditions on allotment of godown(s).

38) Fraud Prevention: 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 principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

39) Miscellaneous & Others:

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.

f) 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 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.

g) 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.

h) Interested Parties shall submit their offers in two separate covers – Envelope 1 Super scribing "Technical Bid for MMTC Warehouse Covered Godowns/Open Space" and Envelope 2 Price Bid, Super scribing "Price Bid for MMTC Warehouse Covered Godowns/Open Space". Both the envelopes shall be put in a common envelope super scribed "Bid for MMTC Warehouse Covered Godowns/Open Space" addressed to General Manager(Projects), MMTC LIMITED, Port area, Post Box No.132, MMTC Bhavan, Visakhapatnam, Pin Code – 530 035, AP and put the sealed envelopes in the Tender Box placed at MMTC Limited, MMTC Bhawan, Port Area, Visakhapatnam – 35.

i) Technical Bid for covered Godowns/Open Space shall be submitted in Annexure – I duly sealed Envelope No.1, containing banker's cheque / DD favouring MMTC Limited towards EMD. For RTGS/NEFT payments shall be made to MMTC Limited, SBI Commercial Branch, A/c No.10308090583, IFSC Code: SBIN0014407 (Payment details to be enclosed in the cover). 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 leased premises by the successful bidder after the allotment as per clause No.1. MSME bidders shall be exempted for depositing EMD as per Govt. Rules.

j) Price Bids of technically qualified bidders shall only be opened as per T&C of the tender.

k) Allotment of available space in godown shall be given to H1 bidder and balance compartments shall be allotted to H2 at H1 rate, in case of non acceptance of H1 rate by H2 the allotment will be given to H3 at H1 rate and on refusal of H3 the allotment will be offered to H4 and so on.

l) The H-1 rate shall be treated as the rental rate for all four compartment (C1,C2,D1 & D2)

MMTC Limited
Visakhapatnam

07.07.2022.

ANNEXURE - I

TECHNICAL BID

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	
5	Company / Firm Registration No. (proof to be attached)	
6	PAN & GSTIN	
7	EMD Details	
8	Annual Turnover for the last three financial years	
9	Bank details	
10	Solvency Certificate from Bank	
11	Three Years Balance Sheets and IT Returns	
12	Nature of Stock to be stored	
13	Compartments Quoted	C1 14500 Sft Yes/No D1 13710 Sft Yes/No C2 14500 Sft Yes/No D2 13710 Sft Yes/No Open Space 84262 Sft Yes/No
14	Rent Period Applied	Minimum 3 months
15	Undertaking that Bidder is not blacklisted by Any Govt./PSUs/CPSUs/Statutory bodies	

Note: Self attested supporting documents are to be enclosed.

Full Name and signature of the Authorized Signatory.

(With seal of the Company)

Date:

Place:

NIT NO: MMTc/VIZAG/PROJECT/GODOWN/01/2022-23

DT.07.07.2022

PRICE BID

For Lease of MMTc WAREHOUSE COVERED GODOWNS/OPEN SPACE at New Port Area, Kakinada.

(To be submitted in sealed cover only)

Rate per Sft/month Covered Godowns (Exclusive of GST) ::

Rate per Sft/month Open Space (Exclusive of GST) ::

We agree that above rates are for the CONTRACTED PERIOD.

We agree to provide copies of TDS Certificate.

SIGNATURE of Authorized Signatory : _____

Name : _____

Designation : _____

Company's Seal

Place: _____

Date: _____