



MMTC LIMITED, MUMBAI
(A Govt. of India Undertaking)

ADMINISTRATION DIVISION

TENDER DOCUMENT

No. MMTC/MUM/ADMIN/2019-20/05

Dated 02nd January, 2019

**E-NIT FOR EMPANELMENT OF PEST AND RODENT CONTROL SERVICE PROVIDER
FOR MMTC OFFICE AT BANDRA, SEEPZ, SAHAR CARGO AND RESIDENTIAL
FLATS ACROSS MUMBAI**

Time schedule for various e-tender related events

Start date for downloading of tender - 08.01.2020 from 1200 Hrs
document
Last date for downloading of tender - 28.01.2020 up to 1400 Hrs
document
Due date for tender submission - 28.01.2020 up to 1430 Hrs
(Technical & Price Bid)
Technical Bids opening date - 29.01.2020 at 1100 Hrs
Pre bid meeting - 21.01.2020 at 1430 Hrs

EMD: Rs.10, 000/- (Rupees Ten Thousand only)

**Non-Refundable tender participation fee: Rs.1000/- (Rupees One
Thousand only)**

The submission and opening of bids will be through e-tendering
process. Tender document can be downloaded from
www.mmtclimited.com, <http://mmtc.abcprocure.com> or
<https://eprocure.gov.in>

SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. For any technical issues, difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

| Vendor's Queries | Contact Numbers | e-Mail ID |
|---|--------------------------------|--|
| For e-tender and e-Auction Services (Uploading / Bidding) offsite Team | +91 93745 19729 | Mr. Nikhil Khalas nikhil@eptl.in |
| | +91-(79)-6813 6848/49/61/71 | |
| Mr. Himanshu (Dedicated Helpdesk for MMTC) | +91 9265562826 | delhi.support@eptl.in |
| Technical Assistance: New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID | +91-(79)- 68136823/54 | support@abcProcure.com |
| | +91-(79)- 68136849 | |
| | +91-(79)- 68136878 | fany.shah@eptl.in |
| | +91-(79)- 68136850 | |

2. The bidder shall have valid Class.III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.

3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.

4. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

MMTC LIMITED

**"MMTC House", C-22, E-Block, Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051**

Phone: 022 61214605/4617

**E-NIT FOR EMPANELMENT OF PEST AND RODENT CONTROL SERVICE PROVIDER
FOR MMTC OFFICE AT BANDRA, SEEPZ, SAHAR CARGO AND RESIDENTIAL
FLATS ACROSS MUMBAI**

TENDER DOCUMENT

MMTC Limited, a Government of India Enterprise invites e-bids for appointment of pest and rodent control service provider from experienced and competent agencies. Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. Format for technical bid is placed at Annexure-I and that of financial bid is at Annexure-II.

1. Submission of Bid:

Bidders are hereby requested to submit their e-bids in the following format:

- A. Non-Refundable Participation Fee of Rs.1,000/- (Rupees One Thousand only).** Bidder has to pay non-refundable participation fee through e-payment.
- B. Earnest Money Deposit (EMD):** E-Bid shall be accompanied by an EMD of Rs.10, 000/- (Rupees Ten Thousand Only) paid through e-payment. EMD is waived off for MSME, incase bidder provides valid MSME certificate.

Participation fee and EMD (other than MSME) should reflect in MMTC's bank account before closure of tender on due date and time, in case same does not reflect then bid will be treated as invalid and no representation will be entertained.

MMTC Bank details are as under:

A/C NO: - 230010200004688

Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai
400 051

IFSC CODE: UTIB0000230

EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender, without interest.

EMD of successful bidder(s) shall be treated as security deposit and shall be released only after completion of agreement and on adjustment of dues, if any. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the contractor. The decision of MMTC in this regard shall be final and binding on the agency / contractor. No interest will be paid on EMD. Once payment is made through e-mode towards Participation fee and EMD same has to be communicated to MMTC through email at chetannaik@mmtclimited.com & vishalwayal@mmtclimited.com

C. **Technical Bid and financial Bid are to be submitted through online mode on website <https://mmtc.abcprocure.com>.** No other mode of submission of bid shall be accepted under any circumstances.

2. **Scope of the work:** The job of Pest Control shall include the following:-

A. **Anti Rodent:** By using paste pads and traps in entire office premises of MMTC House through permitted insecticides as per Government of India and WHO norms (standard branded chemical to be used) to eradicate the menace of rodents, insects etc. No use of baits/cakes in office premises.

Frequency: Monthly, 12 services in a year

B. **Fumigation / Fogging Treatment** To eradicate the problem of rodent, mosquitoes, flies, insects etc. as and when required.

C. **General Pest Control:** Spray, Gel and Herbal treatment for cockroach, ants(all types) and lizards.

Frequency: Quarterly, 4 services in a year

D. **Termite (white ants) control treatment** once in six months, 2 services in a year.

For all the above 4 (four) number of pest control treatment only branded standard chemicals and other medicines (compulsorily use chemicals of any of the brands i.e. Bayer, Rallies & Bombay Chemical Ltd.), herbal/gel systems to be used.

Agency must ensure that the pest control once done shall remain effective up to next pest control, failing which it shall have to be done again without any cost.

AGENCY SHALL CARRY OUT PEST CONTROL JOB WITH PRIOR PERMISSION OF MMTC TO SPECIFY LOCATION AS PER SCHEDULES. AGENCY SHALL SUBMIT SCHEDULE TO CARRY OUT PEST CONTROL FOR EACH SERVICE AND SHALL CARRY OUT PEST CONTROL AS PER PERMISSION GRANTED BY MMTC.

3. Location:

A. "MMTC HOUSE" Plot C-22, 'E' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

| SR. No. | Floor | Area (Sq. Mts) |
|---------|---------------|----------------|
| 1 | Basement | 1780.625 |
| 2 | Ground Floor | 490.88 |
| 3 | First Floor | 467.03 |
| 4 | Second Floor | 490.88 |
| 5 | Third Floor | 490.88 |
| 6 | Fourth Floor | 490.88 |
| 7 | Fifth Floor | 490.88 |
| 8 | Sixth Floor | 490.88 |
| 9 | Seventh Floor | 490.88 |
| 10 | Eight Floor | 490.88 |

B. Unit-50, Plot F-1, SDF, Gems & Jewellery Complex, Seepz SEZ, Andheri (E), Mumbai - 400 096 - Area 490.88 sq. mts approx

C. MIAL, Chatrapati Shivaji International airport, sahar cargo complex, sahar road, Andheri (E), Mumbai- 400 099 - Area 55.00 sq. mts approx

D. Residential Flats

| Sr. No. | Name of the Society | No. | Area (Sqft) |
|---------|--|-----|-------------|
| 1 | Bhaveshwar Sagar CHS, Napensea Road, Cumbala Hill, Mumbai - 400 026 | 1 | 1912 |
| 2 | Kalpitaru CHS, Ghatla Village, Chembur, Mumbai 400 074 | 1 | 775 |
| 3 | Sunderam CHS, Plot No. 217, Near Time of India, Malad, East, Mumbai 400 077 | 502 | 551 |
| | | 503 | 551 |
| 4 | Gemini Apartments, Divya Par, Malwani Village, Marve Road, Malad, West, Mumbai 400 069 | 201 | 774 |
| | | 204 | 774 |
| | | 602 | 521 |

| | | | |
|-----|--|-----|------|
| 5 | Cancer Pieces CHs, Divya Par, Malwani Village, Marve Road, Malad, West, Mumbai 400 069 | 108 | 511 |
| | | 109 | 511 |
| | | 708 | 511 |
| | | 709 | 511 |
| 6 | MMTC Apartmetn, Plot No. 66, Devichand Marg, Haji Bapu Road, Malad (East), Mumbai 400 097. | 101 | 505 |
| | | 102 | 505 |
| | | 103 | 505 |
| | | 104 | 505 |
| | | 201 | 505 |
| | | 202 | 505 |
| | | 203 | 505 |
| | | 204 | 505 |
| | | 301 | 505 |
| | | 302 | 505 |
| | | 303 | 505 |
| | | 304 | 505 |
| | | 401 | 505 |
| | | 402 | 505 |
| 403 | 505 | | |
| 404 | 505 | | |
| 7 | Rajmayur CHS Plot. No. 596/597, 19th Road, Khar West, Mumbai 400 052. | 12 | 710 |
| | | 16 | 710 |
| 8 | Jogeswari Friends CHS Ltd. Avanti Plot NO 12, Ashok Road, Jogeshwari (East), Mumbai-400 071 | 1 | 660 |
| 9 | Kalpita Enclave CHS, Swami Nityanand Marg, Koldongri, Anderi (East), Mumbai -400 096 | 101 | 600 |
| | | 201 | 600 |
| | | 301 | 600 |
| | | 302 | 600 |
| | | 401 | 600 |
| | | 402 | 600 |
| 10 | Ahiya Premises Society Ltd. Plot No. 53, Junction of 16th Road & Main Avenue, Santacruz West, Mumbai 400 054 | 5 | 985 |
| | | 7 | 985 |
| | | 8 | 1219 |
| | | 9 | 985 |

4. Technical e-bids received and opened shall then be evaluated by the evaluation committee of MMTC as per eligibility criteria as

mentioned in clause 9 of this NIT. "Technical E-bids shall be opened on second floor of "MMTC House", BKC.

5. MMTC will open the "Financial E-bids" of all the technically qualified bidders. The intimation of date, time and venue of the opening of the "Financial E-bids" shall be informed separately through e-mail / telephonically to such bidders.
6. MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
7. MMTC reserves the right to extend the deadline for submission of e-bids or making any amendment in tender document by issuing a corrigendum in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline and amendments will then be subject to the new deadline / amendments. Such corrigendum will be issued only on website <https://mmtc.abcprocure.com> hence bidders may check the same on regular basis.
8. Financial bid or rate should not be reflected in any case in the technical bid.
9. Following documents scanned images (in pdf format) signed and stamped by the authorized signatory to be uploaded with the online technical bid:
 - A. Complete Tender document as token of acceptance of terms & conditions (Page No.1-19)
 - B. Copy of email sent to MMTC providing details of payment towards participation fee and EMD (if any).
 - C. GST / PAN
 - D. Shop & Establishment Certificate
 - E. MSME / NSIC Certificate, if applicable
 - F. CA Certificate showing status whether firm is proprietary /partnership /company etc. proof thereof.
 - G. Bank details on Agency's / Bidders letter head
 - H. Letter of award or work order or agreement showing pest and rodent control, termite control work carried out for three (3) years i.e for 2016-17, 2017-18 and 2018-19. Only one job order per year to be provided.
 - I. Applicable license.

Bids without above documents shall be liable for rejection.

10. The EMD and Participation Fees of the bidders shall be forfeited in event of:-
 - A. Withdrawal or modification of bid after submission of e-bid or during the period of bid validity.
 - B. In case the successful bidders fails to accept Letter of Award (LOA)/ work order within stipulated period mentioned in LOA / work order.
 - C. Besides forfeiture of EMD and Participation Fees, bidder shall not be considered for participation in any bidding / tender process for next three years in MMTC.
11. During the operation of contract, if it is established that the contractor is not able to complete the job assigned as per schedule in time, the contract can be terminated by giving one week notice and the job will be awarded to another contractor at the cost, consequences and risk of contractor.
12. On placement of work order, the Contractor is required to execute the job within the specified period. In case of failure, to do the job within specified time, there will be deduction in the bill @ 10% per work of the total cost of the job.
13. The bid shall remain valid for a period of three months from the date of opening of the e-bids.
14. The rates quoted shall be valid for one year from the date of issuance of LOA / work order. No request for increase in the rates and during the tenure of the contract period shall be entertained under any circumstances or on any account.
15. Rates to be quoted in the prescribed format only and only in e-mode (as per the format in the financial bid placed at Annexure-II). The rates quoted should be exclusive of GST.
16. Contractor should not sub-let/sub-contract / assign the main contractual work during the contractual period.
17. All the applicable licenses should be valid on the date of opening of tender and if any of the license is expiring in

between the period of contract, then bidder should revalidate the license well within the time under intimation to MMTC failing which MMTC reserve the right to terminate the contract without any prior notice and shall recover loss, if any from the bidder / contractor.

NOTE: Please note that all the above mentioned documents form part of technical bid. The tender submitted without the requisite EMD and the documents will be rejected.

18. The period of contract shall be one year effective from signing of agreement as per Annexure-III. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the contractor in this regard.
19. Tenders with any additional conditions/ deviations by the bidder, whatsoever shall be rejected.
20. If the bidder deliberately gives wrong information in tender document, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and liable to forfeit the Earnest Money/Security deposit/ any other moneys due without any notice.
21. Bidders are advised to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the bidder/ contractor has satisfied himself on the information and knowledge required before tendering. Quantity mentioned in tender may vary as per requirement of MMTC.
22. MMTC do not bind itself to accept the lowest or any bid.
23. The bidder must comply with all terms and conditions contained herein.
24. The bidder/contractor shall indemnify MMTC against all liabilities arising out of its operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of above.
25. **Liquidated Damages for Delay in Services**

Time is essence of the contract. The successful bidder must adhere to the time limit and ensure services. Failure to do the same on all or part of the services on or before the stipulated date / deficiency in service will entail a pre-estimated pre-determined liquidated damages equal to 10% of the value of total contracted price.

26. **SOLE ARBITRATION CLAUSE:** 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, if not resolved amicably, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.

27. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

"If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages". The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

28. **FRAUD PREVENTION POLICY:**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement

in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

29. **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.

30. MMTC reserve the right to accept / reject any bid and to cancel the bidding process at any time and reject all e-bids, at any time prior to placement of work order / LOA, without assigning any reason and thereby incurring any liability.

General Manager
MMTC Limited
Mumbai

Place: Mumbai
Date: 02.01.2020

TECHNICAL BID

| <u>Details of Bidder</u> | |
|---|--|
| Company Name | |
| Registered Address | |
| Registration No. | |
| PAN No. | |
| GST No. | |
| Name of Proprietor / Partners / Directors | |
| Bidder Type (Foreign/Indian) | |
| Postal code | |
| Agency / Company's Establishment Year | |
| Agency / Company Nature of Business | |
| Agency / Company's Legal Status | |
| Agency / Company Category | |
| Contact Person Name | |
| Designation | |
| Date of Birth | |
| Telephone No. | |
| Fax No | |
| E-mail address | |
| Mobile | |
| Details of EMD: | |

PRICE BID

| SR. No. | Floor | Anti Rodent | Fumigation/Fogging treatment | General Pest Control | Termite (White ant) control treatment |
|---------|---------------------------|-------------------------|------------------------------|-------------------------|---------------------------------------|
| | Exclusive of GST | Amt. in Rs. per service | Amt. in Rs. per service | Amt. in Rs. per service | Amt. in Rs. per service |
| | BKC OFFICE | | | | |
| 1 | Basement | | | | |
| 2 | Ground Floor | | | | |
| 3 | First Floor | | | | |
| 4 | Second Floor | | | | |
| 5 | Third Floor | | | | |
| 6 | Fourth Floor | | | | |
| 7 | Fifth Floor | | | | |
| 8 | Sixth Floor | | | | |
| 9 | Seventh Floor | | | | |
| 10 | Eighth Floor | | | | |
| 11 | SEEPZ OFFICE | | | | |
| 12 | SAHAR CARGO OFFICE | | | | |
| | Flats | | | | |
| 13 | Bhaveswar Sagar | | | | |
| 14 | Kalpataru | | | | |
| 15 | Sunderam 502 | | | | |
| 16 | Sunderam 503 | | | | |
| 17 | Gemini 201 | | | | |
| 18 | Gemini 204 | | | | |

| | | | | | |
|----|----------------------|--|--|--|--|
| 19 | Gemini 602 | | | | |
| 20 | Cancer Pieces 108 | | | | |
| 21 | Cancer Pieces 109 | | | | |
| 22 | Cancer Pieces 708 | | | | |
| 23 | Cancer Pieces 709 | | | | |
| 24 | Rajmayur 12 | | | | |
| 25 | Rajmayur 16 | | | | |
| 26 | Jogeshwari 1 | | | | |
| 27 | Kalpita 101 | | | | |
| 28 | Kalpita 201 | | | | |
| 29 | Kalpita 301 | | | | |
| 30 | Kalpita 302 | | | | |
| 31 | Kalpita 401 | | | | |
| 32 | Kalpita 402 | | | | |
| 33 | Ahiya 5 | | | | |
| 34 | Ahiya 7 | | | | |
| 35 | Ahiya 8 | | | | |
| 36 | Ahiya 9 | | | | |
| 37 | MMTC Apt 101 | | | | |
| 38 | MMTC Apt 102 | | | | |
| 39 | MMTC Apt 103 | | | | |
| 40 | MMTC Apt 104 | | | | |
| 41 | MMTC Apt 201 | | | | |
| 42 | MMTC Apt 202 | | | | |
| 43 | MMTC Apt 203 | | | | |
| 44 | MMTC Apt 204 | | | | |
| 45 | MMTC Apt 301 | | | | |
| 46 | MMTC Apt 302 | | | | |
| 47 | MMTC Apt | | | | |

| | | | | | |
|----|-------------|-----|--|--|--|
| | 303 | | | | |
| 48 | MMTC 304 | Apt | | | |
| 49 | MMTC 401 | Apt | | | |
| 50 | MMTC 402 | Apt | | | |
| 51 | MMTC 403 | Apt | | | |
| 52 | MMTC 404 | Apt | | | |

AGREEMENT

This agreement is made at Mumbai on this day of, 2019 between between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executors) of ONE PART.

AND (Proprietor / firm / company), having address at, hereinafter referred to as "Contractor" at (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, heirs and executors) of OTHER PART.

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of giving empanelment of contract for pest and rodent control job at MMTC House, Plot No.C-22, E-block, Bandra Kurla Complex, Bandra (E)Mumbai- 400 051, MMTC's office at Sahar Cargo and Seepz Unit, Andheri and residential flats across Mumbai.

AND WHEREAS the said contractor is engaged in pest and rodent control job and has become successful in Tender No. MMTC/MUM/ADMIN/2019-20/05 dated 19.09.2019 for work related to empanelment of pest and rodent control at MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri and residential flats across Mumbai.

AND WHEREAS MMTC has issued a work order no.in favour of the aforesaid contractor

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor agrees to execute general disinfestations for eradication of cockroaches, mosquitoes, flies and flying insects, rats, borer, termites and other general pest etc at MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East), MMTC's office at Sahar Cargo and Seepz Unit, Andheri and residential flats across Mumbai.

2. Scope of Work: Scope of work shall be as per the scope of work as detailed in Tender No.MMTC/MUM/ADMIN/2019-20/05 dated 19.09.2019.
3. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the satisfaction of the MMTC, the contractor shall be liable to carry out the job again without any cost to MMTC and in default whereof the contractor shall compensate to MMTC as per provisions in tender.
4. The rate as per annexure-A shall remain valid through the period of contract.
5. The Contractor shall submit bills after the execution of job for the jobs executed as per schedule along with acknowledgment from MMTC officials. MMTC will verify the work, processed bill and payment shall be released as per agreed rate as per annexure-A through e-payment mode as per a/c details provided after deduction of statutory levies / tax / surcharge as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained herein without prejudice to MMTC's other legal right.
6. Interest free Performance Security Deposit of Rs. 20000/- (Rupees Twenty Thousand only) in form of e-payment deposited by the contractor, shall be refunded only after satisfactory completion of agreement and on adjustment of dues, if any. The decision of MMTC in regard to adjustment of dues shall be final and binding on the contractor.
7. In case any loss is caused to MMTC on account of non-fulfillment of any obligation by contractor, then MMTC shall have full right to make adjustment for the said losses from the bills / performance security deposit payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Contractor shall pay on demand without any protest the said amount of lossess to MMTC. MMTC reserves its right to recover such losses from the contractor.
8. The duration of this contract is for period of one year from the date of signing hereof though the parties will have the right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period in writing.
9. **Severance:** In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this contract shall be in full force and effect.

10. **Governing Language:** The Agreement shall be written in English language. Subject to below clause such language versions of the agreement shall govern its interpretation. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only.
11. **Tender documents shall form an integral part of this contract.**
12. **SOLE ARBITRATION CLAUSE:** 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, if not resolved amicably, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.
13. **PENALTY:** In the event of failure to carry out the job, on any day as per terms and conditions of this contract in part or in full, contractor shall be liable for payment for damage charges @ Rs.5,000/- or 10 percent of job work whichever is higher & shall be recovered from its bills / security deposit.
14. **TERMINATION OF CONTRACT:** In the event Contractor fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to it in writing by MMTC or on behalf of MMTC within the scope of the contract, or contractor contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on contractor. In such eventuality of termination of contract, the liabilities and obligations of contractor for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.
15. **TERMINATION FOR INSOLVENCY:** MMTC may at any time terminate the agreement without notice and compensation, if the contractor becomes bankrupt or otherwise insolvent as declared by competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.

16. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

"If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages". The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

17. All matters connected with this shall be governed by the Indian laws for the time being in force and shall be subject to the exclusive jurisdiction of courts at Mumbai.

18. **Amendment / Modification:** Any modification / amendment to terms & conditions of the contract shall be in writing duly signed by authorized representatives of both the parties.

IN WITNESS WHEREOF this agreement is executed at Mumbai on day of....., 2020.

For
Name of Signatory:
Designation of the Signatory

For M/s. MMTC Limited
Name of Signatory:
Designation of the Signatory:

Witnesses :
1)
2)

Witnesses :