



MMTC LIMITED
(A Government of India Enterprise)
“MMTC House”, C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400 051.
Phone: 022-61214551/4617 Fax: 022 -26572541
E-mail: swapnil@mmtclimited.com, dhananjay@mmtclimited.com
Website: www.mmtclimited.com

ADMINISTRATION DIVISION

No. MMTC/Mum/Admn(Estate-consultancy)/01/2019-20.

Dt.21.05.2019

TENDER DOCUMENT

E-NIT FOR APPOINTMENT OF CONSULTANCY AGENCY TO ADVISE ON ESTATE MATTERS.

I N D E X

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NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “FOR APPOINTMENT OF CONSULTANCY AGENCY TO ADVISE ON ESTATE MATTER.

Interested bidders fulfilling eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self-certified scanned copies of documents as per list of documents are required to be furnished through e-mode with the TECHNICAL BID.

Interested Bidder may also obtain hard copy of Technical Bid with Non-refundable participation fee of Rs 1,000/- (Rupees One Thousand Only) in the form of NEFT/Fund Transfer in MMTC Limited, Current Account No: 230010200004688 at Axis Bank Limited, BKC Branch, Bandra, Mumbai., IFSC Code : UTIB0000230 and submit the request letter for obtaining tender document, mentioning UTR number for transfer of fund to MMTC’s Account towards participation fee to get tender form OR may download the same from website - www.mmtclimited.com or https://mmtc.abcprocure.com or www.eprocure.gov.in.

1. GENERAL INFORMATION:

1.	Start Date for Downloading tender documents	21/05/2019 at 12:00 Hrs
2.	Last Date for Downloading tender documents	11/06/2019 upto 14:30 Hrs
3.	Due Date of tender submission	11/06/2019 upto 14:30 Hrs
4.	Opening of Technical Bid	11/06/2019 at 15:00 Hrs
6.	Pre-bid meeting at MMTC House, BKC	27/05/2019 from 12:00 Hrs.
7.	Tender Participation Fee	Rs. 1,000/-
8.	Earnest Money Deposit	Rs. 10,000/-
9.	Agreement Period	12 Months

2. ASSISTANCE TO E- BIDDERS : For any assistance on e-bidding process, please contact the following

A. : Technical Assistance/submission of tender

HELP DESK TIMINGS : 0930 HRS TO 1730 HRS IST (MONDAY TO FRIDAY)(Exclusions: MMTC HOLIDAYS))		
Contact Nos. for help desk officers		
Dedicated help desk for MMTC		
Name	Email-id	Phone Number
ONSITE Mr. Abhijeet Goware Executive.	abhijeet@etpl.in	+91-9265562826

OFFSITE Mr. Pankesh Kumar Technical Support	pankesh@eptl.in support@abcprocure.com	079-40270507 91-9374519729
Mr Sumit Kumar,	sumit.kumar@eptl.in	+91 9265562826

B. Scope of Tender/ Bid submission.

Names and details of the contact persons for this tender are:	Mr. Dhananjay Wasnik, Additional General Manager, Phone: 022-2657 2710 Mr. Swapnil Hedao, Manager, Phone :022-6121 4551
Name of Company and Address	MMTC Limited, (A Govt. of India Undertaking) Regional Office : Mumbai MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra East Mumbai - 400051
Phone Nos. & Email	Phone No : 022-2657 2710 Email: dhananjay@mmtclimited.com Phone No : 022-6121 4617 E-mail : swapnil@mmtclimited.com
Date and time of opening of Technical Bid (Part I) of tender	12/06/2019 at 15:00 Hrs on online portal https://mmtc.eproc.in
Date and time of opening of (Price) Part II	Information will be furnished vide email separately.
Exemptions from fees and EMD.	The AGENCYs registered with MSME/NSIC are exempted from the payment of Tender fee subject to submission of copy of MSME/NSIC certificate
PRE-BID MEETING AT Regional Office	MMTC Limited, MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051
Submission of offer	Offer should be as per tender specifications, any deviation in the offer should be clearly indicated which is subject to MMTC's discretion being final and binding

3. ELIGIBILITY CRITERIA / DOCUMENT REQUIRED FOR PROOF OF ELIGIBILITY:

S/N	Criteria	Document Required
01	The AGENCY should have minimum 5 years experience of estate consultancy work and should submit copies of award letters in support thereof duly attested.	Copies of work orders/client certificates for preceding 5 years (ending last day of month previous to one in which the tender was due for opening)
02	The applicant should be an assessee of Income Tax and must possess PAN & GST No.	Should submit copy of the income tax returns for the last three years, PAN, GST registration certificate.
03	The vendor shall have the average annual financial turnover of at least Rs 5 lakhs during last 3 years ending with 31.03.2019 and should have positive net worth.	1) Audited Balance Sheet and P & L Account for the last three years. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2015-16, 2016-17 and

	2017-18.
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4. **LIST OF DOCUMENTS** :Technical Bid should be accompanied by the following documents:
- a. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
 - b. Profile of Organization (Bidder).
 - c. Copy of PAN and GSTN (self attested)
 - d. Power of Attorney/Authorization in favour of signatory of Tender documents (if applicable).
 - e. Copy of MSME/NSIC certificate, if applicable
 - f. Copy of Labour License, if applicable
 - g. Copy of Shop & Establishment license.
 - h. Last three years audited financial statements (balance sheet and profit & loss a/c) along with Certificate issued by C.A (in original), regarding conAGENCYation of audit, positive net worth, turnover of the bidder.
 - i. Income tax returns for the last three financial years.
 - j. Solvency report from nationalized bank.
 - k. Memorandum of Association or Article of Association along with name, address and photos of Directors (in case of Company)
 - l. Certificate duly ink signed by CA for legal status/type of the AGENCY whether AGENCY is proprietary/partnership, etc.
 - m. Copy of work orders/client certificates for preceding 5 years as on 31.03.2019 as per eligibility criteria at Sr.No1.
 - n. List of Qualified Engineers/Architect/technicians/others, employed by the bidder.
 - o. Authorization letter, with attested photograph, signature of the official attending the bid opening process.
- Note: Bids without above documents will be liable for rejection. All the license should be valid on the date of opening of the tender.
5. Submission of Tenders: Bidders are required to submit tenders as per “Instructions for Bidders” as per **Section -I**
6. **Scope of Work:** Scope of work includes advise on estate matter and shall be as given in **Section -II.**
7. MMTC Limited reserves the right to reject any one or all the offers, either in full or in part and no claim whatsoever shall be entertained on this account.

Additional General Manager
MMTC Limited, Mumbai

SECTION - I

INSTRUCTIONS FOR BIDDERS

1. SUBMISSION OF BID:

- a) The Bidder shall submit the tender in two bid system. PART- I shall be Technical Bid and PART-II shall be Financial Bid.
- b) Bid shall be submitted along with the tender documents and dully filled with all sections/Appendices, etc. the online/e-mode offer shall be signed with valid Digital Signature of the bidder/ bidder's authorized representative. Physical supporting document shall be signed by the bidder/ bidder's authorized representative.
- c) The bidder should have obtained 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.
- d) The bidders shall be required to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
- e) For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcpurchase.com> under tab Downloads/Minimum System Requirement-V2.0.
- f) Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
- g) Bidders are advised to print and save bid submission receipt on submission of bids
- h) Bidder shall carefully examine the bid specification and shall independently fully be informed and satisfy itself as to all the conditions and matters which may, in any way affect the work specified in the tender document or cost thereof. Failure to furnish all information required as per tender document or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the Bid.
- i) Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English. The use of Erasers and over writing are not allowed.

- j) Technical Bid portion along with Participation fee in original to be submitted in e-mode, Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in the tender document.
- k) Bidder shall submit their price Bid within the time-period indicated in NIT on the e tendering platform.
- l) Any discrepancy between the data/ details/ documents of the Bids submitted by the bidder in the on-line Bid and the Physical Support Documents shall not be allowed and any such discrepancy shall make the Bid submitted by the bidder liable to be rejected. No further communication in the matter shall be entertained.
- m) The bidder shall send the "Physical Support Documents" in an envelope superscripted to the address given in NIT:-
"PHYSICAL SUPPORT DOCUMENTS"
Tender No. MMTC/Mum/Admn(Estate-Consultancy)/01/2019-20 Dt.20.05.2019
(NAME OF THE BIDDER)

2. OPENING OF BID :

- a) Technical Bid will be opened at 12/06/2019 on 15.00 hrs.
- b) Date and time for opening of Financial Bid shall be informed later to the bidders by E-Mail who qualify in technical evaluation process.
- c) In case the specified date of tender opening is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- d) Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders.

3. **SECURITY DEPOSIT:** EMD of the successful bidder shall be kept as Security deposit (interest free) till the time of completion of contract.

4. IMPORTANT INSTRUCTIONS TO BIDDERS:

- a) Each page of the tender documents must be numbered, signed & stamped by the bidder/ bidder's Authorized Person as token of acceptance. Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- b) Deviations, if any proposed by the bidder, the same must be clearly indicated and enclosed as deviation list but tenders with significant deviation list and merely enclosing bidder's printed conditions or their own terms and conditions will make the tender liable for rejection without giving notice or reason thereof.
- c) Rate should be quoted in amount and specified in words, excluding all taxes, and should be submitted as per the Financial Bid Format.
- d) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.

- e) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall not be considered for the evaluation.
 - f) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
 - g) All the licenses should be valid on the date of opening of tender. If any license is due to expire at any point of time during the validity of the Agreement, it would be the sole responsibility of the bidder to renew the license well within the time under intimation to MMTC failing which MMTC shall terminate the Agreement without any prior notice & losses if any towards the same shall be recovered from the Agency.
 - h) Cutting/modification/overwriting in the tender document will not be accepted.
 - i) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
 - j) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
 - k) The bidder is required to enter into Agreement as per the prescribed format as per 'Appendix- C', which shall form an integral part along with present documents.
 - l) This bid document shall form a part of the Agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the Bid Documents.
 - m) Any increase in prices for whatsoever reason will not be entertained during the validity of the contract period
5. **SIGNING OF BID:** Individual signing the bid or other documents connected with Agreement must specify whether he/she signs as:
- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the AGENCY, if it be a partnership AGENCY, in which case he must have authority to execute Agreements on behalf of the AGENCY and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership deed or by a power of attorney duly executed by the partners of the AGENCY.
 - (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B:

1. In case of partnership AGENCYs, a copy of the partnership Agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or afAGENCYed by all the partners admitting execution of the partnership Agreement or the general power of attorney. The attested copy of the certificate of registration of AGENCY should also be enclosed along with the tender.
2. In the case of partnership AGENCYs, where no authority to refer disputes concerning the business of partnership AGENCY has been conferred on any partner, the tender and all other related documents must be signed by all partners of the AGENCY.
3. A person signing the tender form or any documents forming part of the bid on behalf of

another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the Agreement and hold the signatory liable for all costs, consequences and damages under available civil and criminal remedies.

6. VALIDITY OF BID:

- a. The bids shall remain valid for acceptance for a minimum period of 60 days (sixty days) after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b. In exceptional cases, MMTC Limited may request the bidders to extend the Validity of their bids to a specific period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original offers.
- c. In case, the day up to which the bids are to remain valid is subsequently declared a holiday or closed day, the bid validity shall automatically be extended up-to the next working day.
- d. In case of any discrepancy, the amount in word shall be considered as final.

Additional General Manager
MMTC Limited, Mumbai

GENERAL TERMS AND CONDITIONS

1. The successful bidder will have to enter into a prescribed Service Agreement with MMTC as per 'Appendix – C', with MMTC for performance of work as per terms and conditions laid down in tender documents (comprises of NIT, GTS and agreement) within 15 days of the issuance of work order.
2. SECURITY DEPOSIT:
 - a. EMD of the successful bidder shall be kept as Security deposit (interest free) till the time of completion of contract
 - b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
 - c. The security deposit of Rs.10,000/- shall be refunded to the Agency after expiry/termination of Agreement, after adjusting dues, if any.
4. MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS:
MMTC reserves the right to accept or reject any or all bids and/or to annul the bidding process at any time prior to award of Agreement without assigning any reason whatsoever and without any liability to the affected bidder or bidders on the grounds of MMTC's such action.
5. ISSUE OF LETTER OF INTENT (LOI):
 - a. The issue of an LOI shall constitute the intention of MMTC Limited to enter into an agreement with the successful bidder.
 - b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance.
7. **TERMINATION CLAUSE**
 - a) Right to Terminate: MMTC reserves the right to cancel the appointment/agreement of selected bidder and recover expenditure incurred by MMTC under the following circumstances:
 - i. The selected bidder/Agency commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
 - ii. If the selected bidder/Agency fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this tender document and subsequent Agreement and the extension if any allowed, it will be a breach of Agreement. The MMTC reserves its right to cancel the Agreement in the event of delay and forfeit the Security deposit and claim liquidated damages.
 - iii. If the agency does not work to the satisfaction of the MMTC or the terms and conditions of the Agreement are flouted by the Agency in any manner whatsoever
 - iv. In the event of the successful e-bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the Agreement without previous notice.

- v. MMTC reserves the right to recover any dues payable by the selected Bidder from any amount remaining to the credit of the selected bidder, including the pending bills and/or from Security Deposit.
- b) Consequences of Termination
 - i. In the event of termination of the Agreement due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s)/scope of work intended under the present tender which the successful e-bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the successful bidder in relation to the execution/continued execution of the scope of the Agreement.
 - ii. The termination shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
8. **Conflict of interest:** The Bidder/Agency shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s / Bidder) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
9. **Continuance of the Agreement:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work .
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 Agreement that are exchanged by parties shall be written in English language only.
11. **“No Claim” Certificate:** The Selected Bidder shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the Agreement, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a –No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.
12. **Publicity:** The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless the MMTC first gives its written consent to the selected bidder.
13. MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
14. Notwithstanding anything contained, in this document, engineers/architect/technicians and other employed by the Agency shall be regarded as Agency’s employees and MMTC shall not be liable to make any payment to them or any contribution on account of them.
15. The Agency shall be fully responsible for any or all acts of omissions and commission of agency employees and shall indemnify and keep harmless MMTC from and against any and all losses and expenses thereby caused.

16. No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders.
17. The Agency shall abide by the security requirements of MMTC.
18. Scope and specifications shall be read in conjunction with the General conditions of the tender document, any other documents forming part of tender document wherever be the context so requires.
19. The Agency shall comply with all applicable labour laws, ordinances, EPF/ESI acts rules and regulations in respect of this Agreement and shall obtain all such municipal and other govt. permits, licenses and shall pay at his own cost all charges in connection therewith. If MMTC is required to make any such payments initially in case of any default on any account, MMTC shall recover the same from the Agency immediately from its next monthly bills or any other payment due to it.
20. The Agency should submit an undertaking (in a standard format) that he is not blacklisted by any organization for any reason whatsoever.
21. The Agency will adhere to the local laws, acts, regulations laid down by the relevant authorities and MMTC shall be indemnified of any responsibility for non-compliance of the above by Agency.
22. Notwithstanding the sub-division of the document into the separate part or appendix thereof shall be deemed to be part of the tender document and shall form the part of the Agreement.
23. Where any portion of the General conditions of Agreement is repugnant to or at variance with any provisions of the Scope and specifications, the conditions/provisions of the scope and specifications, the conditions/provisions of the scope & specifications shall be deemed to override the provisions of the General conditions of Agreement and shall to the extent of such repugnance or variations, prevail.
27. DISPUTE RESOLUTION MECHANISM: If any dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the tender and LOI only, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fail to do so, the matter will be referred to MMTC Dispute Settlement Committee (DSC), upon request of the Agency. The decision of the DSC as per laid down procedure for DSC shall be binding upon parties. In the event no settlement is arrived at DSC, the matter shall be referred to Arbitration as per Arbitration clause of this Agreement.

Additional General Manager
MMTC Limited, Mumbai

SECTION - II

SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK :

1. Broadly the scope of work is to draw up an action plan on gainful utilization / monetization of vacant residential and commercial properties of the company / **maintenance / repair of properties owned by the company** and any other relevant matters as per the requirement of the Company.
2. Advising on leasing out the company owned premises by being conversant with the current property trends/markets and preparation of lease agreements / other documents/registration.
3. Advising the company on construction related norms, techno commercial aspects, cost control measures and correct and project deficiencies that effect quality and safety requirements before final evaluation.
4. Coordination with Architect/Agencies/developers for timely completion, vetting of BOQ prepared by Architect, preparation of tender documents, periodic site visits to ensure proper quality control and to manage budgets and other project resources.
5. Advice/Co-ordination with government authorities in respect of property revenue/taxes matters.
6. Advice/Co-ordination with government authorities in respect of property revenue /taxes matters and RERA Issues, etc.
7. When the MMTC assigns any work to the Agency, it shall submit their report along with supporting documents/papers, photographs, audio/video recording etc. if any collected by them within the time frame allotted by the MMTC for such assignment. They also will be responsible for the authenticity of the information provided by them based on which MMTC can proceed further in initiating appropriate recourses.
8. Primary/basic information of the estate/ whereabouts/their nature/status which are available with the MMTC may have to be provided to the estate Consultancy AGENCY/Agency which is/are assigned the job. The estate Consultancy AGENCY/Agency shall complete their assignment and provide their report within stipulated period.

3. PLACE OF WORK :

1. Normally place of work shall be, MMTC Ltd., MMTC House, C-22, E-Block, BKC, Bandra (E) Mumbai-400 051. Deputed representative of the agency will require visiting place of work at least thrice a week during office hours and in case of exigencies whenever required as per intimation of MMTC. Agency's nominated official/representative will be regularly available on phone and email for seeking advice.
2. In case the representative of the agency needs to visit the properties/sites for work as per scope of work, the representative shall be accompanied by the MMTC official and the visit shall be considered within the scope of minimum three visit as per stated at Sr. No. 1 above.

3. In the event of any outstation visit required for work related issued and within the scope of work, as advised by MMTC, expense for travelling and other expenses as admissible to the E-6 level officers of MMTC shall be reimbursed upon submission of bill along with monthly fees bill as per payment clause.

C. **DETAILS OF PROPERTIES :**

Sr. No.	Location of Propety	Type	No of property
1	Bandra (East)	Commercial	1
2	Neapean Sea Road	Residential Flats	1
3	Chembur	Residential Flats	1
4	Khar (West)	Residential Flats	2
5	Santacruz (West)	Residential Flats	4
6	JVPD Vileparle (West)*	Residential Flats	1
7	Andheri (East)	Residential Flats	6
8	Jogeshwari (East)**	Residential Flats	1
9	Malad (West)	Residential Flats	7
10	Malad (East)	Residential Flats	2
11	Malad (East)	Residential Building	1

*Building demolished.

**Building under reconstruction n held up due to some dispute.

Additional General Manager
MMTC Limited, Mumbai

SECTION - III

TECHNO COMMERCIAL BID – PART I

The technical bid shall contain following information in a sealed cover super-scribed “Technical Bid for Appointment of Consultancy AGENCY to Advice on Estate Matters”. It shall consist of the following documents/ information:

Sr. No	Particulars	Details of Bidder
1	Details to be furnished: a) Name & registered address of the AGENCY b) Registration No of the AGENCY. c) AGENCY constitution (i.e whether a Company, Partnership AGENCY, Proprietary concern, Individual etc.) d) Name of the Partner/Directors , address, telephone & fax number (KYC of partners / Directors to be enclosed) e) Name of the contact person, designation, date of birth, address, telephone, email id and fax no . f) Power of attorney of the signing authorities or letter of authorization to act on behalf of the Company/ AGENCY.	(copy to be uploaded)
2	Date of Establishment (Partnership deed to be uploaded if applicable. (copy of certificate of incorporation to be uploaded in case of a company).	
3	In case of Compnay Memorandum and Article of Association to be submitted	
4	a) Name of Bankers and their certificates on financial conditions of the bidder b) Original latest solvency certificate from a scheduled nationalized bank in India.	
5	Bank reference (Detail of electronic fund transfer duly endorsed by the bank along with cancelled cheque).	
6	Whether the Bidder is agreeable to enter into agreement for a period of 12 months.	
7	Directors / Partners / KMP if related to any MMTC Ltd employee / ex-employee.	Name, Employee. #, Designation, Region.
8	Income Tax Permanent Account Number/ TAN No of AGENCY (copy to be uploaded)	

9	Valid GST Registration (copy to be uploaded)	
10	Details of EMD (E-payment, date, amount, Name of the Bank)	
11	Minimum continuous experience of 5 years operations. * Copies of work orders/client certificates preceding 5 years (ending last day of month previous to one in which the tender was due for opening)	

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the MMTC Ltd. in future.

We hereby conAGENCY that we have carefully gone through the terms and conditions of the tender document and agree to abide by the same. (Sign, Name, Designation, place, date).

FOR & ON BEHALF OF THE BIDDER

SEAL OF THE BIDDER

(AUTHORISED SIGNATORY)
NAME & DESIGNATION

Date :

Place:

FINANCIAL BID - PART II

NAME OF THE BIDDER : _____
 ADDRESS : _____

Tender for appointment of Consultancy AGENCY to advice on Estate Matters.

Description	All inclusive rate for consultancy charges per month (in INR) excluding taxes.
<ol style="list-style-type: none"> 1. To draw up an action plan on gainful utilization / monetization of vacant residential and commercial properties of MMTC / maintenance / repair of properties owned by the company and any other relevant matters as per the requirement of the Company i..e MMTC. 2. Advising on leasing out the company owned premises by being conversant with the current property trends / markets and preparation of lease agreements / other documents/registration. 3. Advising the company on construction related norms, techno commercial aspects, cost control measures and correct and project deficiencies that effect quality and safety requirements before final evaluation. 4. Coordination with Architect/Agencies/developers for timely completion, vetting of BOQ prepared by Architect, preparation of tender documents, periodic site visits to ensure proper quality control and to manage budgets and other project resources. 5. Advice/Co-ordination with government authorities in respect of property revenue/taxes matters 6. Advice/Co-ordination with government authorities in respect of property revenue /taxes matters and RERA Issues, etc. 	

(Note: Agency has to deposit GSTN timely before due date and add in the bill for reimbursement. MMTC will not reimburse any penalty on account of GSTN/Tax payment delayed)

In words (Rupees _____)
 (The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)
 I/We accept all the terms & conditions mentioned in the tender document.

AUTHORIZED SIGNATORY _____
 NAME : _____
 Name of the Company/AGENCY _____

Seal of Company/AGENCY

Date :
Place :

SECTION - IV

DRAFT AGREEMENT

NO. MMTC/MUM/ADMN/Estate/2019-20/ 01

This Agreement is made at Mumbai on this day__ of _____,_____ between MMTC LIMITED a company registered under the Companies Act 1956, having its office at MMTC House, Plot No C-22, E-Block, Bandra - Kurla Complex, Bandra (E), Mumbai -400051, and its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Dehli-110 003 (hereinafter referred to as MMTC which expression shall include its successors, administrator Executors and assignees,) of the one part.

AND M/s. _____ having address as _____ (Co/Proprietor/partnership AGENCY) registered under herein after referred to as the Agency which expression shall include its successors and assignees) of the other part.

WHEREAS MMTC pursuant to Tender No MMTC/MUM/ADMN/Estate/2019-20/ 01 dated 21/05/2019 and offer of Agency dated _____, has issued LOI no. _____ dated _____ for appointment of consultancy AGENCY to advice on estate matters for MMTC House, BKC, Bandra (E) Mumbai-400 051 and various properties under the jurisdiction of Mumbai Regional Office to the aforesaid Agency.

WHEREAS Agency has accepted the said letter of intent as per terms and conditions of the tender document and is desirous to work as per the scope of work.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. This Agreement shall remain in force from _____ till _____. Renewal of the same shall be on mutually agreed terms and conditions
2. Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with herein and, saves to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
3. Agency shall engage the engineers at their discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the Agency to maintain the records of the employees employed by it, as required in terms of the various labour enactments.
4. MMTC will not make available, any accommodation for Agency's officials.
5. **SCOPE OF WORK:** The scope of works to be carried out shall be as per Appendix - A which forms an integral part of this Agreement. Scope of work and specifications shall be read in conjunction with the General conditions of the tender document, any other documents forming part of tender document wherever the context so requires.
6. The Agency shall abide by the security requirements of MMTC.

7. The Agency shall be fully responsible for any or all acts of omissions and commission of agency employees and shall indemnify and keep harmless MMTC from and against any and all losses and expenses thereby caused.
8. No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders.
9. The Agency should submit an undertaking (in a standard format) that it is not blacklisted by any organization for any reason whatsoever.
10. The Agency will adhere to the local laws, acts, regulations laid down by the relevant authorities and MMTC shall be indemnified of any responsibility/Claims for non-compliance of the above by Agency.
11. Where any portion of the General conditions of Agreement is repugnant to or at variance with any provisions of the Scope and specifications, the conditions/provisions of the scope and specifications, the conditions/provisions of the scope & specifications shall be deemed to override the provisions of the General conditions of Agreement and shall to the extent of such repugnance or variations, prevail.
12. Notwithstanding anything contained in Agreement documents, the workmen, supervisors, sub-Agencies and others employed by the Agency for the purpose shall be regarded as Agency's employees and MMTC shall have no relation with them whatsoever and MMTC shall not be liable to make any payment to them or any contribution on account of them to any statutory bodies.
13. The Agency shall not assign the Agreement or any party thereof or any benefit or interest therein or there under without the prior written consent of the MMTC.
14. The Agency shall be responsible for the acts, defaults and neglects of any sub-Agency, his agents, servants or workmen as fully as if they were the acts defaults or neglects of the Agency, his agent/ servant or workmen.

15. SECURITY DEPOSIT:

- a. EMD of the successful bidder shall be kept as Security deposit (interest free) till the time of completion of contract.
- b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
- c. The Security Deposit will be returned interest free by MMTC after successful completion of the agreement. However any damages caused to the MMTC value/cost of such damages shall be recovered from Security.

16. MMTC'S OBLIGATIONS

- a. It shall provide all available information and data on property documents which may be required for the performance of the services.
- b. It shall provide the Agency with any assistance required in obtaining other relevant information that the later may require in order to perform the services.

- c. The Agency shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the MMTC.
- d. It shall within a reasonable time, give its decision on any matter properly referred to the MMTC in writing by Agency so as not to delay the performance of services.
- e. It shall co-operate with the Agency and shall not interfere with or obstruct the proper performance of the services.
- f. It shall provide all relevant data information, reports, correspondence and the like which became available.
- g. On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the services, or on becoming aware of any defect or deficiency in the services, the MMTC shall immediately advise Agency thereof.
- h. The MMTC shall pay the Agency its fees and reimbursement expenses as provided for in this agreement.

17. AGENCY'S OBLIGATIONS:

- a. Agency shall provide the services in line with the requirements as outlined in the scope of work.
- b. Agency shall perform the services in accordance with the scope of work as outlined with all reasonable care, diligence, skills, efficiency and economy, in accordance with generally accepted professional techniques and standards, and shall observe sound management practices.
- c. Agency shall respond within the agreed times when called upon by MMTC to provide certain required services.
- d. Agency shall at their own cost, take out and maintain in force such insurance policies in respect of their own risks in performing the services as stipulated in scope of the work.
- e. Agency shall at the request of the MMTC provide evidence showing that the insurance required has been taken out and maintained in full force.
- f. Agency to provide regular progress and other reports as required by the MMTC.

17. TERMINATION CLAUSE

- a) Right to Terminate: MMTC reserves the right to cancel the appointment/agreement with Agency and recover expenditure incurred by MMTC under the following circumstances:
 - i. Agency commits a breach of any of the terms and conditions of the Agency. The Agency goes into liquidation, voluntarily or otherwise.
 - ii. If Agency fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this Agreement and subsequent Agreement and the extension if any allowed, it will be a breach of Agreement. MMTC reserves its right to cancel the Agreement in the event of delay and forfeit the Security deposit and claim liquidated damages from Agency.
 - iii. If Agency does not work to the satisfaction of the MMTC or the terms and

conditions of the Agreement are flouted by the Agency in any manner whatsoever

- iv. In the event of Agency being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of Agency passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Agency failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the Agreement without previous notice.
 - v. MMTC reserves the right to recover dues payable by Agency from any amount outstanding to the credit of Agency, including the pending bills and/or from Security Deposit.
- b) Consequences of Termination
- i. In the event of termination of the Agreement due to any cause whatsoever, MMTC shall be entitled to impose any obligations and condition and issue clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s)/scope of work intended under the present Agreement which Agency shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of Agency in relation to the execution/continued execution within the scope of work.
 - ii. The termination shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

18. PAYMENT:

- a) Payment shall be made to agency on monthly basis upon submission of bill as per the rates agreed i.e. Rs. ----- inclusive of all expenses.
- b) Agency shall submit the bills for monthly fees for consultancy service provided Agency by 7th of every month duly signed and stamped.
- c) Payments shall be made by MMTC using the e-payment mode for which necessary documents have been submitted by the Agency in the office of MMTC.
- d) Income tax and other applicable taxes and levies shall be deducted at source as per rules.

19. **Continuance of the Agreement:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work.

20. **Publicity:** Agency shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless MMTC first gives its written consent thereto.

21. **CONFLICT OF INTEREST :** The Agency shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

22. **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 MMTC 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.

23. All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
24. Neither this agreement nor any part share, or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party.
25. The terms and conditions laid down in Tender and in this Agreement with Agency and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.
26. **GENERAL WARRANTIES :** Each of the parties hereby warrants to and in favour of the other that-
- a) It has the legal capacity and has taken all necessary corporate action required to empower and authorize it to enter into this agreement.
 - b) This agreement constitute an agreement valid and binding on its and enforceable against it is accordance with its terms.
 - c) The execution of this agreement and the performance of its obligations hereunder don't and shall not i) contravene any law or regulation to which that consultancy AGENCY is subject. ii) Contravene any provision of that Agency's constitution document; or iii) Conflict with or constitute a breach of any of the provision of any other agreement, obligations, and restriction or undertaking which is binding on it.
 - d) Continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this agreement.
 - e) Prima facie be deemed to be material and to be a material representation inducing the other party to enter into this agreement.

28. RELATIONSHIP BETWEEN THE PARTIES:

- a) Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and Agency's team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Agreement.
- c) MMTC will not be under any obligation to the Implementation Agency's Team/ Bidder except as agreed under the terms of the Agreement.

29. WAIVER: The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either party in exercising any right, power/privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power/privilege preclude any other/further exercise thereof or that exercise of any other rights, power or privilege.

30. NON-SOLICITATION: The parties agree that neither of them will either on their own account or in partnership or association with any person, AGENCY, company or organization or otherwise and whether directly or indirectly during or for a period of 3 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any [key] executive of the other party who has worked during the existence of the present term of Agreement. [Each of the parties shall notify the other in writing of those executives whom they regard as "key" for these purposes.

31. SEVERANCE: If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

32. COMPLIANCE WITH LAWS:

- a) The Agency shall comply with the laws in force in India in the course of performing the Agreement.
- b) During the performance of the work, Agency shall at his own cost and initiative fully comply with all applicable laws of the land evolving from the scope of work and with all applicable by-laws, labour laws, PF Guidelines, rules & regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government Agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The Agency shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the Agreement documents.
- c) If during the tenure of work stipulated herein Agency may found violating any laws, norms attributed & applicable from this Agreement, in such event, the Agency will be solely liable to face the consequence of violation, inasmuch, the Agency may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing of any statutory rules, regulation or law in force.

33. CONFIDENTIAL INFORMATION: The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or

resulting from studies or surveys commissioned and paid for by MMTC. For the avoidance of doubt, the restrictions in this Clause shall not prevent:

- a) The disclosure or use of Information in the proper performance of the Agency's duties;
- b) The disclosure of Information if required by law; (c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.

34. NON-DISCLOSURE AGREEMENT: The Agency shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized strictly confidentially and shall not be shared with any outside unauthorized person.

35. INDEMNITY: The Agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the Agency in the discharge of the obligation under this tender/Agreement, including but not limited to the claims and any other circumstances. In case, Agency fails / has failed to deliver service as per terms and condition set out in tender/agreement/Agreement or if MMTC at its sole discretion considers that the Estate consultant/ Agency is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this Agreement/agreement and procure the scope of work done at the cost and risk of the Agency from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this Agreement.

36. HOLIDAY LISTING: Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of 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 taken any curative measures with the Agency(s) in accordance with the policy in force.

37. FORCE MAJEURE: If at any time during the existence of this Agreement either party is unable to perform in whole or in part any obligations under this Agreement 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 Agreement 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 Agreement 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/agreement.

38. DISPUTE RESOLUTION MECHANISM: If any dispute or difference of any kind arises between MMTC Limited and Agency in connection with or relating to the tender and LOI only, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fail to do so, the matter will be referred to MMTC Dispute Settlement Committee (DSC), upon request of the Agency. The decision of the DSC as per laid down procedure for DSC shall be binding upon parties. In the event no settlement is arrived at DSC, the matter shall be referred to Arbitration as per Arbitration clause of this Agreement.

- 39. ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the 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, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.
- 40. UNDERTAKING:** The Agency should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.
- 41. GOVERNING LANGUAGE:** The Agreement is 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 Agreement that are exchanged by parties shall be written in English language only.
- 42. GOVERNING LAW :** This Agreement shall be governed in accordance with the laws of India.
- 43. AMENDMENTS TO THE AGREEMENT:** Any changes or amendments to this Agreement shall be carried out on mutual agreed basis and the same shall be reduced in writing duly signed by both the parties which shall form a part of this Agreement.

That in persuasion of this Agreement and in consideration of the payment to be made by MMTC LTD to the Agency, the Agency shall duly perform the said work and shall execute the same with great promptness, care and accuracy in workmanship like manner by using best material to the satisfaction of MMTC LTD.

In witness whereof, the parties hereto have signed this Agreement, on this day ____ of _____.

for MMTC LTD.

for (Name of Agency)

Authorized Signatories
(Name & Designation)

Authorized Signatories
(Name & Designation)

WITNESS : _____

WITNESS : _____

WITNESS : _____

WITNESS : _____

-----XXX-----