



MMTC LIMITED
(A Government of India Enterprise)
"MMTC House", C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai - 400 051.
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ADMINISTRATION DIVISION

No. MMTC/Mum/Admn(Estate-Civil)/04/2019-20.

Dt.: 12.06.2019

TENDER DOCUMENT

E-NIT FOR EMPANELMENT OF CIVIL CONTRACTORS

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NOTICE INVITING TENDER (NIT)

MMTC Limited hereinafter referred to as “MMTC” invites E-bids for “FOR EMPANELMENT OF CIVIL CONTRACTORS.

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.abcpocure.com> or www.eprocure.gov.in.

1. GENERAL INFORMATION:

1.	Start Date for Downloading tender documents	12/06/2019 at 12:00 Hrs
2.	Last Date for Downloading tender documents	04/07/2019 upto 14:30 Hrs
3.	Due Date of tender submission	04/07/2019 upto 14:30 Hrs
4.	Opening of Technical Bid	04/07/2019 at 15:00 Hrs
6.	Pre-bid meeting at MMTC House, BKC	20/06/2019 from 12:00 Hrs.
7.	Tender Participation Fee	Rs. 1,000/-
8.	Earnest Money Deposit	Rs. 50,000/-
9.	Agreement Period	36 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: 022-6121 4617 Mr. Swapnil Hedaoo, 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 : 022-6121 4617 Email: dhananjay@mmtclimited.com Phone No : 022-6121 4551 E-mail : swapnil@mmtclimited.com
Date and time of opening of Technical Bid (Part I) of tender	04/07/2019 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 Contractor/firm 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:** Prospective contracting firms will be required to fulfill following criteria for participating in the tendering process

S/N	Criteria	Document Required
1.	The Contractor/firm should have minimum 3 years experience in carrying out civil 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)
2.	The Firm / Contractor shall be registered with Government / Semi Government organization like CPWD/Sate PWD/MES/Railways, Semi Govt. Organizations and other Autonomous bodies under Government of India as contractor.	Copies of registration certificate/ letters issued for empanelment in favour of contracting firm.
3.	The applicant should be an Assesee of Income Tax	Should submit copy of the income tax

	and must possess PAN & GST No.	returns for the last three years, PAN, GST registration certificate.
4.	The Contractor/firm 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.
5.	The contractor should have carried out similar type of works during last five years as below: i. Three CIVIL related works costing not less than Rs. 2, 00,000/- or ii. Two CIVIL related works costing not less than Rs. 3, 00,000/- or iii. One CIVIL related work costing not less than Rs. 5,00,000/-	Copies of work order(s) /completion certificate(s)/letter(s)

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/Firm (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 confirmation 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 Contracting firm whether firm 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. Copy of registration certificates as per eligibility criteria at Sr.No2.
- o. Copies of Work order, completion certificate etc. as per eligibility criteria at Sr.No5.
- p. List of key personnel as per Annexure - 5.
- q. 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 licenses should be valid on the date of opening of the tender.

1. Submission of Tenders: Bidders are required to submit tenders as per "Instructions for Bidders" as per **Section -I**
2. **Scope of Work:** Scope of work includes carry out all civil related works viz. Cement concreting, Brick / Stone masonry, Plastering, Flooring, Painting, Paving, Aluminum partition works, Aluminum Fabrication works, MS Fabrication works, Tin Fabrication Work, Waterproofing, Interior work, Carpentry work, etc. as given in Section -**II**.
3. MMTC Limited reserves the right to reject any one or all the offers, either in full or in part and/or cancel the tender 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 as per "Technical Bid" along with Annexure and other documents as required as per terms and conditions of tender document.
- b) Bid shall be submitted along with the tender documents and dully filled with all sections/Appendices/Appendixes, 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.abcprocure.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 or MMTC'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-Civil)/04/2019-20 Dt. 12.06.2019

(NAME OF THE BIDDER)

2. OPENING OF BID :

- a) Technical Bid will be opened at 04/07/2019 on 15.00 hrs.
- b) 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.
- c) 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 :

- a. Empanelled contractor shall be required to submit the Performance Bank Guarantee for Rs. 1, 00,000/- as per Annexure-9.
- b. Performance Bank Guarantee shall remain valid for 3 years with further claim period of six months.
- c. EMD of empanelled contractor shall be returned upon submission of Performance Bank Guarantee.
- d. EMD of unsuccessful/non-empanelled contractor/bidder shall be returned in due course of time after finalization of the tender.

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) 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.
 - d) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
 - e) 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 Contractor.
 - f) Cutting/modification/overwriting in the tender document will not be accepted.
 - g) 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.
 - h) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
 - i) The bidder is required to enter into Agreement as per the prescribed format as per 'Section-V of tender document.
 - j) 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.
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 firm, if it be a partnership firm, in which case he must have authority to execute Agreements on behalf of the firm 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 firm.
 - (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 firm, a copy of the partnership Agreement or general power of attorney duly attested by a Notary Public should be furnished on stamp paper duly sworn or affirmed 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 contracting firm should also be enclosed along with the tender.
 2. In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
 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 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

Appendix A

SECTION - II

SCOPE OF THE WORK

1. The empanelled contractors will have to carry out all civil related works viz. Cement concreting, Brick / Stone masonry, Plastering, Flooring, Painting, Paving, Aluminum partition works, Aluminum Fabrication works, MS Fabrication works, Tin Fabrication Work, Waterproofing, Interior work, Carpentry work, etc.
2. MMTC shall call quotations for the work to be carried out as per BOQ from the empanelled contractors from time to time during the agreement period and shall award the work based on Lowest Bid submitted by the empanelled contractor for the work to be carried out from time to time.
3. Contractor shall carry out the work as per work order within the stipulated time period without any escalation of prices/on quoted rates and complete the same within the time stipulated in the work order. The work order shall be in line with the quotation called for specific work from time to time.
4. MMTC reserves the right to call open tenders in case the cost of works to be carried out is expected to exceed Rs. 10 Lakhs, in which case contractors not empanelled in this process but meeting the qualification criteria for the tender can participate. For such tenders, the Empanelled contractors under this process meeting the stipulated criteria of tender can also participate.
5. **PLACE OF WORKS:** MMTC Limited, Mumbai is having properties across the Mumbai as per details of properties give in clause 6 below. Contractor will have to carry out the work as per quotation called for and work order issued for any or all the properties as provided in the details of properties.
6. **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.

Additional General Manager
MMTC Limited, Mumbai

SECTION - III

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 & EMD :**
 - a. Empanelled contractor shall be required to submit the Performance Bank Guarantee for Rs. 1, 00,000/- as per Annexure- .
 - b. Performance Bank Guarantee shall remain valid for 3 years with further claim period of six months.
 - c. EMD of empanelled contractor shall be returned upon submission of Performance Bank Guarantee.
 - d. EMD of unsuccessful/non-empanelled contractor/bidder shall be returned in due course of time after finalization of the tender.
3. **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.
4. **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.
5. **Conflict of interest:** The Bidder/Contractor 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.
6. **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 .
7. **Governing Language:** The Agreement shall be written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.
8. **"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.

- 9. **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.
- 10.** MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
- 11.** Notwithstanding anything contained, in this document, engineers/architect/technicians and other employed by the Contractor shall be regarded as Contractor's employees and MMTC shall not be liable to make any payment to them or any contribution on account of them.
- 12.** The Contractor shall be fully responsible for any or all acts of omissions and commission of Contractor employees and shall indemnify and keep MMTC indemnified against any and all losses and expenses thereby caused.
- 13.** The Contractor shall abide by the security requirements of MMTC.
- 14.** 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.
- 15.** The Contractor 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 Contractor immediately from its next monthly bills or any other payment due to it.
- 16.** The Contractor should submit an undertaking (in a standard format) that he is not blacklisted by any organization for any reason whatsoever.
- 17.** The Contractor 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 same by Contractor.
- 18.** Notwithstanding the sub-division of the document into the separate part, Annexures or appendix thereof shall be deemed to be part of the tender document and shall form the part of the Agreement.
- 19.** 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.
- 20.** The empanelment of a contractor at MMTC shall only entitle him to be considered for issue of tender documents. It shall not confer any right on him either to be necessarily issued the tender documents or for award of work.
- 21.** Generally, the routine works at MMTC will be awarded by calling competitive quotations / tenders from the empanelled contractors.
- 22.** MMTC reserves the right to call open tenders in which agencies not empanelled in this process but meeting the qualification criteria for the tender can participate. For such tenders, the

Empanelled contractors under this process meeting the stipulated criteria of tender can also participate.

23. The empanelment shall be valid for a minimum period of 3 years.
24. The empanelled firm is required to keep MMTC updated about the change of address, change of the Management, updating of License Validity Period, etc. from time to time within one month of the change with valid proof failing which the name of the firm will be removed from list of MMTC empanelled contractors.
25. MMTC may remove the name of the firms from the empanelled list if the contracting firm, has, on more than one occasion failed to execute a contract or has executed it unsatisfactorily or is proved to be responsible for construction defects in one or more works; or persistently violates any important conditions of the contract; or does not start the work after the same is awarded to him within a stipulated period in work order.

26. 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/Contractor 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/Contractor 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 Contractor does not work to the satisfaction of the MMTC or the terms and conditions of the Agreement are flouted by the Contractor 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 Contractor 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.

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 Contractor. 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.

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.

Additional General Manager
MMTC Limited, Mumbai

SECTION - VI

TECHNO COMMERCIAL BID

The technical bid shall contain following information in a sealed cover super-scribed "Technical Bid for empanelment of Civil Contractors". It shall consist of the following documents, Annexure/ information:

Sr. No	Particulars	Details of Bidder
1	Details to be furnished: a) Name & registered address of the Contractor firm b) Registration No of the Contractor firm c) Contractor firm constitution (i.e whether a Company, Partnership firm, Proprietary firm, 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 person or letter of authorization to act on behalf of the Company/ Contractor/Firm.	(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 Company 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 36 months.	
7	Directors / Partners / Details, if related to any MMTC Ltd employee / ex-employee.	Name, Employee. #, Designation, Region.
8	Income Tax Permanent Account Number of CONTRACTOR (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 3 years operations. * Copies of work orders/client certificates preceding 3 years	
	List of major projects executed during the last 3years by the applicant	To be filled in Annexure - 4
	List of major projects under execution by the applicant	
	Details of litigation involved during execution of contract in the past 3years	
	Details of civil suit, if any, that arose during execution of contract	

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 confirm that we have carefully gone through the terms and conditions of the tender document and agree to abide by the same.

FOR & ON BEHALF OF THE BIDDER

SEAL OF THE BIDDER

(AUTHORISED SIGNATORY)
NAME & DESIGNATION

Date :

Place:

Annexure-1

DETAILS OF DIRECTOR / PARTNER / PROPRIETOR

Sr. No.	Name	Designation	Qualification	Key Experience

Annexure-2

DETAILS OF REGISTRATION

Sr. No.	Name of Organization / Department	Registration No.	Date & year of Registration	Valid Upto
1	Registrar of Companies / Firms for Constitution			
2	Income Tax Department (Mention PAN No.)			
3	GST Registration			
4	CPWD			
5	PWD			
6	MES			
7	Railways			
8	Others, if any			

Annexure-3

PARTICULARS IN RESPECT OF WORK EXECUTED

Sr. No.	Name of the work	Name & Address of the Owner	Value of work executed	Stipulated time of Completion	Actual time of Completion	Month and Year of Completion

Annexure-4

PARTICULARS IN RESPECT OF WORK IN HAND

Sr. No.	Name of the work	Name & Address of the Owner	Value of work	Stipulated time of Completion	Present stage of work

Annexure-5

DETAILS OF KEY PERSONAL PERMANENTLY EMPLOYED

Sr. No.	Name	Designation	Qualification	Experience

Annexure-6

DETAILS OF EQUIPMENT / MACHINERY

Sr. No.	Name of Equipment	Year of Manufacture	Quantity Available

Annexure-7

FINANCIAL STATEMENT

Sr. No.	Financial Year	Turnover of the Firm (in Rs.)	Profit / Loss (in Rs.)
1	2016-17		
2	2017-18		
3	2018-19		

Annexure-8

DECLARATION

I / We (including all partners) certify that I / We have read and understood the instructions and the Terms & conditions mentioned in the application form and shall abide by them. I / We certify that the information given in the application is true to the best of my knowledge and belief. I / We have also understood that if any of the information is found wrong, I am / We are liable to be debarred. I / We agree that the decision of the GM (I/c), Mumbai, in selection of contractors will be final and binding to me / us. I / We agree that I / We have no objection if enquiries are made to our clients to verify the facts submitted by us.

Signature
Name
Seal of the Firm

Annexure - 9

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Scheduled Bank other than Cooperative/Gramin Bank,
Dhanlakshmi Bank & Nainital Bank)

MMTC Limited,
MMTC House
C-22, E-Block,
Bandra Kurla Complex,
Bandra (East) Mumbai - 51

Whereas M/s. MMTC Limited, is a Govt. of India Enterprise having its Regd. Office at : Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 having its Regional Office at MMTC Limited, MMTC House C-22, E-Block, Bandra Kurla Complex, Bandra (East) Mumbai - 400051, (hereinafter called 'MMTC' which term shall include the successors and assigns), has floated tender for empanelment of Civil Contractor vide tender No. MMTC/Mum/Admn (Estate-Civil)/04/2019-20 Dated 12th June 2019.

AND WHEREAS pursuant to the bid offer dtd. _____ M/s. _____ (hereinafter called the Contractor) has been empanelled for civil work i.e. carry out all civil related works viz. Cement concreting, Brick / Stone masonry, Plastering, Flooring, Painting, Paving, Aluminum partition works, Aluminum Fabrication works, MS Fabrication works, Tin Fabrication Work, Waterproofing, Interior work, Carpentry work, etc. in respect of Properties mentioned in Clause no. 6 of the Scope of Work in the tender.

AND WHEREAS one of the conditions of the Tender is that the Contractor shall furnish Performance Bank Guarantee of Rs. 1,00,000 (Rupees One Lakh Only).

AND WHEREAS, we _____ Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnish Bank Guarantee on behalf of the Contractor in favour of MMTC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____ WITNESSETH AS UNDER:-

1. Against Agreement _____ Dated _____ entered into between the MMTC (hereinafter called _____ the 'MMTC') and _____ M/s _____ (hereinafter called the Contractor) this is to confirm that at the request of the Agency, we hereby _____

_____ (Bank) unconditionally and irrevocably guarantee to pay to MMTC immediately on its first demand. Rs. 1,00,000 (Rupees One Lakh Only) without demur, protest or contest, reference to Contractor and without any condition or proof as soon as a first demand in writing is received from MMTC Limited, for any failure /default in performing any term and condition of agreement No..... dtd. _____. Any such demand made on the Bank by MMTC shall be final, conclusive and binding on us as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be stated to an amount of exceeding Rs. 1,00,000 (Rupees One Lakh Only) plus interest as stated hereinbelow.

We also undertake to pay to MMTC any money so demanded notwithstanding any dispute or disputes raised by Contractor or any other party in any proceedings pending before any Court of Tribunal, our liability under this Guarantee presents being absolute and unequivocal. The payment made by us under this Guarantee shall be valid discharge of our liability for payment therein and the Contractor shall have no claim against us for making such payment.

We further agree that MMTC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement dtd._____ or extend and encashment of Guarantee any of the powers exercisable by MMTC against the said Contractor and to forebear or enforce any part of the terms & conditions relating to the said tender notice/ Agreement and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the Contractor or for any forbearance Act or Omission on the part of MMTC, or any indulgence by MMTC to the Contractor or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.

This Guarantee is valid for a period of 3 years from the date of issue and claim against this Guarantee can be demanded on us up to six months from the date of expiry of Guarantee period and we undertake to pay the amount to MMTC by demand draft across the counter.

We shall forthwith irrevocably bind ourselves and undertake to pay to MMTC the amount claimed by it up to the amount guaranteed hereunder. In case the Bank fails to pay the amount to MMTC on the date of MMTC's demand in writing, then the Bank shall be liable to MMTC for over and above the amount claimed by MMTC interest thereon @ 18% per annum from the date of claim up to the date of actual payment and the aforesaid amount of Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to MMTC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of MMTC against the Contractor under this Guarantee.

We, undertake not to revoke this Guarantee during its currency except with the previous consent of MMTC in writing.

This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.

Notwithstanding anything contained herein, our liability under this Guarantee shall be enhanced to a sum of Rs. 1,00,000 (Rupees One Lakh Only) plus interest as mentioned above and shall stand completely discharged and the right of MMTC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power of attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2019 at Mumbai.

Sign. Of Authorized Official of Bank along with Employee No.

Witnesses:

SECTION - V

DRAFT AGREEMENT

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

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, administrators, executors and assignees,) of the one part.

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

AND WHEREAS MMTC pursuant to Tender No MMTC/MUM/Admn (Estate-Civil)/04/2019-20 dated 12/06/2019 and tender submitted by the bidder dated _____, has issued LOI no. _____ dated _____ for empanelment of Civil Contractors.

AND WHEREAS Contractor 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 from time to time. as per the terms and conditions appearing hereinafter.

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

1. This Agreement shall remain in force from _____ till _____. Further Renewal of the Agreement shall be on mutually agreed terms and conditions
2. This 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. Contractor shall engage the personnel at their discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the Contractor 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 Contractor's employees.
5. **SCOPE OF WORK:** The scope of works to be carried out shall be as per Appendix -A (Section-II scope of work) 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 Contractor shall abide by the security requirements of MMTC.
7. The Contractor shall be fully responsible for any or all acts of omissions and commission of Contractor employees and shall indemnify and keep MMTC indemnified against any and all losses and expenses thereby caused.

8. Contractor shall participate in all quotation called for by MMTC and if work is allotted as per the work order, no claims for extra charges shall be entertained for any reason whatsoever, except mentioned in work order.
9. The Contractor should submit an undertaking (in a standard format) that it is not blacklisted by any organization for any reason whatsoever.
10. The Contractor 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 Contractor.
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 & specifications shall be deemed to over-ride 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-Contractors and others employed by the Contractor for the purpose shall be regarded as Contractor'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 Contractor shall not assign the Agreement or any part thereof or any benefit or interest therein or there under without the prior written consent of the MMTC.
14. The Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor, his agents, servants or workmen as if they were the acts defaults or neglects of the Contractor, his agent/ servant or workmen.
15. **SECURITY DEPOSIT:**
 - b. Contractor shall be required to submit the Performance Bank Guarantee for Rs. 1, 00,000/- as per Annexure- 9 of the tender.
 - c. Performance Bank Guarantee shall remain valid for 3 years with further claim period of six months.
16. **PAYMENT:**
 - a) Contractor shall submit the bills that are complete in all aspects after satisfactory completion of work as per work order issued for intended work from time to time at agreed rates.
 - b) Payment shall be made to Contractor upon scrutiny of bill within 10 working days of submission of bill along with the work satisfactory completion certificate from the MMTC official occupying the flat or Estate Division of MMTC as the case may be.
 - c) Payments shall be made by MMTC using the e-payment mode for which necessary documents have been submitted by the Contractor in the office of MMTC.
 - d) Income tax and other applicable taxes and levies shall be deducted at source as per rules.
17. **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 of the tender.

- 18. Publicity:** Contractor 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.
- 19. CONFLICT OF INTEREST :** The Contractor 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.
- 20.** 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.
- 21.** 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.
- 22.** The terms and conditions laid down in Tender and in this Agreement with Contractor 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.
- 23. 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 constitutes an agreement valid and binding on it's and enforceable against it is accordance with its terms.
 - c) The execution of this agreement and the performance of its obligations hereunder does not and shall not i) Contravene any law or regulation to which that contractor is subject to. ii) Contravene any provision of that Contractor'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.
- 24. RELATIONSHIP BETWEEN THE PARTIES:**
- a) Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and Contractor or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Contractor.
 - 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 Contractor's Team except as agreed under the terms of the Agreement.

25. 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.

26. NON-SOLICITATION: The parties agree that neither of them will either on their own account or in partnership or association with any person, CONTRACTOR, 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.

27. 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.

28. COMPLIANCE WITH LAWS:

- a) The Contractor shall comply with the laws in force in India in the course of performing the Agreement.
- b) During the performance of the work, Contractor 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 Contractor, 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 Contractor 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.
- c) If during the tenure of work stipulated herein Contractor is found violating any laws, norms attributed & applicable from this Agreement, in such event, the Contractor will be solely liable to face the consequence of violation, inasmuch, the Contractor may keep MMTC safe and indemnify from any of the losses/risk which may be occasioned by non-performing of any statutory rules, regulation or law in force by the Contractor.

- 29. 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 Contractor'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.
- 30. NON-DISCLOSURE AGREEMENT:** The Contractor 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.
- 31. INDEMNITY:** The Contractor 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 Contractor in the discharge of the obligation under this Agreement, including but not limited to the claims and any other circumstances. In case, Contractor fails / has failed to deliver service as per terms and condition set out in Agreement or if MMTC at its sole discretion considers that the Contractor 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 and procure the scope of work done at the cost and risk of the Contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this Agreement.
- 32. HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of Contractor mutatis mutandis applies to this agreement and in the event, the Contractor(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 Contractor(s) in accordance with the policy in force.
- 33. 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 of the circumstances preventing the performance of the Agreement.
- 34. TERMINATION CLAUSE**
- a) Right to Terminate: MMTC reserves the right to cancel the appointment/agreement with Contractor and recover expenditure incurred by MMTC under the following circumstances:

- i. Contractor commits a breach of any of the terms and conditions of the Contract. The Contractor goes into liquidation, voluntarily or otherwise.
- ii. If Contractor 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 Contractor.
- iii. If Contractor does not work to the satisfaction of MMTC or the terms and conditions of the Agreement are flouted by the Contractor in any manner whatsoever
 - iv. In the event of Contractor 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 case of the Contractor passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Contractor 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 Contractor from any amount outstanding to the credit of Contractor, including the pending bills and/or from Security Deposit without prejudice to legal rights of MMTC.
- b) Consequences of Termination
 - i. In the event of termination of the Agreement due to any cause whatsoever, MMTC shall be entitled to impose obligations and conditions 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 Contractor 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 Contractor in relation to the execution/continued execution within the scope of work.

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.

35. DISPUTE RESOLUTION MECHANISM: If any dispute or difference of any kind arises between MMTC and Contractor in connection with or relating to the terms and conditions hereof, 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 Contractor. 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.

36. 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, 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.

37. UNDERTAKING: The Contractor 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.

38. GOVERNING LANGUAGE: The Agreement is written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

39. GOVERNING LAW : This Agreement shall be governed in accordance with the laws of India.

40. 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.

In witness whereof, the parties hereto have signed this Agreement, on this day ____ of _____, 2019.

for MMTC LTD.

for (Name of Contractor)

Authorized Signatories
(Name & Designation)

Authorized Signatories
(Name & Designation)

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

-----XXX-----