



MMTC LIMITED

(A Government of India Enterprise)

“MMTC House”, C-22, E-Block, Bandra-Kurla Complex

Bandra (East), Mumbai – 400 051.

Phone: 022-61214500/4588 Fax: 022 -26572541

E-mail: mmtcmumbai@mmtclimited.com : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Admn/01/2016-17

Dated: 27.02.2017

TENDER DOCUMENT

**E-NIT FOR RENTING OUT ON LEASE AND LICENSE BASIS OF VACANT SPACE AT 1ST
AND 5-8TH FLOORS AT MMTC HOUSE, C-22, BLOCK-E, BKC, BANDRA (EAST) MUMBAI -
400 051.**

**E-NIT FOR RENTING OUT OF VACANT SPACE AT 1ST AND 5-8TH FLOORS,
MMTC HOUSE, C-22, BLOCK-E, BKC, BANDRA (EAST) MUMBAI 400 051.**

No. MMTC/Admn/01/2016-17

Dt.27.02.2017

Technical BID

Part – 1

Start date for Downloading tender documents	27.02.2017 From 10:00 Hrs
Last date for Downloading tender document	20.03.2017 up to 12:00 HRS
Due date of tender submission (Technical & Price Bid)	20.03.2017 Up to 14:00 HRS
Technical Bids opening Date	20.03.2017 at 14.30 HRS

Downloaded by:

M/S

**E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st and 5-8th FLOORS,
MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI -400 051.**

No. MMTC/Admn/01/2016-17

Dated: 27.02.2017

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No. MMTC/Admn/01/2016-17

Dated: 27.02.2017

Appendix

1. Period of Renting : Initial leasing for Thirty-Three months (36)
Mutually extendable to another 24 months

2. Security deposit : As per relevant clause of Lease and License
Agreement

3. Participation Fees (Non refundable) : Rs. 1000/- (Rupees One Thousand Only) in
Through e-payment (NEFT/Fund Transfer) in Axis
Bank Ltd. BKC Branch, Bandra(E)Mumbai.
Current Account No. 23001020004688 IFSC Code:
UTIB000230 and submit letter mentioning UTR
Number.

**E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st and 5-8th FLOORS,
MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI -400 051.**

MMTC/MUM/Leave and License/2016-17

Dt.27.02.2017

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “**RENTING OUT OF VACANT SPACE AT 1st and 5-8th FLOORS**, each floor admeasuring 5,283 sq. feet of built-up area) located at **MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra, (East), Mumbai-400 051** on “**As is where is basis**” from PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC, for office purpose only and no illegal activities would be carried out in the premises.

Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with Non-refundable participation fee of Rs 1000/- (Rupees One Thousand Only) in the form of NEFT/Fund Transfer in MMTC Limited Axis Bank Limited, BKC Branch, Bandra,Mumbai_Current_Account_No: **230010200004688**, IFSC Code : UTIB0000230 and submit letter mentioning UTR number to get tender form or may download the same from website – www.mmtclimited.com or [www.eprocure.gov.in.](http://www.eprocure.gov.in)) shall be sent in physical mode as well so as to reach the Office of General Manager, 3rd floor, MMTC Limited, MMTC House, BKC, Bandra(E) Mumbai-400 051, before 12.00_hrs of 17.03.2017.

1. Eligibility Criteria / Proof of Eligibility:

- A. Central/, Central/*State Government* PSUs.
 - B. Reputed Govt/Private Insurance Companies.
 - C. Public Sector/Private sector banks having sound financial background and government approvals to operate.
 - D. *Companies of Repute including MNC.*
- A. Central/State Govt. Departments: Complete profile of the Department.
- B. Central/State Govt. PSUs:
- (i) *Annual turnover of the organization for the last three financial years.*
 - (ii) Complete Profile of the organization.
 - (iii) *Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.*
 - (iv) Income Tax returns for the last three financial years.
 - (v) List of Board of Directors.
 - (vi) *Solvency Report from your banker.*
 - (vii) **Pan number**
- C. Govt./Private Insurance Companies of repute :
- (i) *Annual turnover of the organization for the last three financial years.*
 - (ii) Complete Profile of the organization.
 - (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
 - (iv) Income Tax returns for the last three financial years.

- (v) Legal status/Type of the Pvt. Insurance Company.
- (vi) List of Board of Directors (Pvt. Insurance companies).
- (vii) *Solvency Report from your banker.*
- (viii) **Pan number**
- (ix) **Govt.'s approval to operate in the field of Insurance in case of Private Insurance Companies**

D. Public Sector (Nationalized/Scheduled) Banks/Private Sector Banks of repute :

- (i) *Annual turnover of the organization for the last three financial years.*
- (ii) Complete Profile of the organization.
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- (iv) Income Tax returns for the last three financial years.
- (v) Legal status/Type of the Private Sector Bank.
- (vi) List of Board of Directors.
- (vii) **Net worth of the bank.**
- (viii) **Pan number**
- (ix) **Government's approval to operate in the field of banking in case of private sector banks.**

E. Companies of Repute including Multi-National Companies

- (i) *Annual turnover of the organization for the last three financial years.*
- (ii) *Complete Profile of the organization.*
- (iii) *Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.*
- (iv) *Income Tax returns for the last three financial years.*
- (v) *Legal status*
- (vi) *List of Board of Directors.*
- (vii) *Solvency Report from your banker.*

2. 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. PAN/Aadhar Card (self attested copy of the certificate)
- d. Power of Attorney/Authorization in favour of signatory of Tender documents.
- e. 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 and income tax returns for the last three financial years.
- f. Authorization letter, *with attested photograph*, in favour of the official attending the bid opening process.
- g. Solvency report from Bankers.
- h. Memorandum of Association or Article of Association along with name, address and photos of Directors.

Bids without above documents will be liable for rejection.

3. Interested bidders may obtain the tender document either personally from Admn. & Estate Division, **MMTC Limited, MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051** by paying Rs.1000/- through e-payment(NEFT/Fund transfer and copy of submit UTR number)

4. (a) **Last date and time for submission of bids 20.03.2017__ up to 14.00hrs.**
(b) **Opening of Technical Bids on 20.03.2017_ at 14.30 hrs.**
5. MMTC Limited reserves the right to reject any one or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.
6. All payments made to MMTC Limited, Mumbai should be through e-payment only (RTGS/NEFT/Fund Transfer) in Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No: **230010200004688**
IFSC Code : - UTIB0000230 and submit letter mentioning UTR number.

Senior Manager (Administration)

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st and 5-8th FLOORs, MMTC limited, BKC, Bandra (E) Mumbai 400 051

No. MMTC/Admn/01/2016-17

Dated: 27.02.2017

SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. The e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a onetime activity independent of each other) as given below:

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

- 2 For any assistance on e-bidding process , please contact :

HELP DESK TIMINGS : 1000 HRS TO 1830 HRS IST (MONDAY TO FRIDAY(Exclusions: MMTC HOLIDAYS))		
Contact Nos . +91-124-4302000 for help desk officers		
Dedicated help desk for MMTC		
Name	Email-id	Phone Number
Pankaj Kumar Verma	Pankaj.verma@clindia.com	+91-9910433177

- 3 **Non Refundable** Participation Fee of Rs 1000/- (Rupees One Thousand Only in the form of e-payment (NEFT/Fund Transfer in Axis Bank BKC Branch Bandra, A/c No. 230010200004688, IFSC Code –UTIB0000230) in original along with Technical bid portion hoisted by MMTC and downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form as well on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be super-scribed as “Technical Bid of E-NIT For Renting Out of Vacant Space At 1st, and 5-8th Floors, MMTC House, C-22, E-Block, BKC, Bandra (E) Mumbai 400 051” having name, address, and telephone Nos. of the bidder. The required enclosures as per tender check-list and Price bid shall be submitted through e-mode only.

For details, please visit www.mmtclimited.com, www.eprocure.gov.in & <https://mmtc.eproc.in>.

The technical bids (Part-1) shall be opened on 20.03.2017 at 14.30 hours. The date and time for opening of the Price bid shall be informed later to the bidders who qualify in the technical evaluation through phone/e-mail at the phone number/e-mail address given in their technical bid.

Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Price bid.

Yours faithfully,
For on behalf of MMTC Ltd.

Senior Manager (Admn)

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st and 5-8th FLOORS, AT MMTC MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI 400 051.

MMTC/ADMN/01/2016-17

Dated -27.02.2017

INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. **PART – 1** shall be **TECHNICAL BID**, **PART – II** shall be **FINANCIAL BID**.

The bidder shall enclose the following papers, documents with the Bid:

ENCLOSURES TO PART – I (THROUGH E-MODE & PHYSICAL MODE):

1. THE NON-REFUNDABLE PARTICIPATION FEES OF RS. 1000/- (Rupees One Thousand only) THROUGH E-PAYMENT (NEFT/FUND TRANSFER) AND UTR COPY HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, SERVICE TAX, ETC. **If submitted – tick (yes)**
3. CERTIFIED COPY OF ‘ANNUAL TURN-OVER’ FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. **If submitted-tick (yes)**
4. COMPLETE PROFILE OF THE ORGANIZATION. **If submitted- tick (yes)**
5. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS / ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. **If submitted – tick (yes).**

Foot Notes:

1. **The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.**
2. **It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).**

ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):

- 1. PRICE BID: In prescribed format DULY FILLED AND SIGNED.**

FOR AND ON BEHALF MMTC LIMITED

**Sanjay Ramraje
Senior Manager(A)
MMTC Limited,
C-22, E-Block,
BKC, Bandra(E),
Mumbai –400 051.**

N.B: Contact person for any clarification: Shri Sanjay Ramraje, Sr. Manager (Admn),
Phone: 022-61214588.

No. MMTC/Admn/01/2016-17

Dt. 27.02.2017

GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. Receipt of Tender Document :

Technical Bid portion along with Participation fee in original to be submitted in physical form as mentioned at Clause No. 3 of Special terms and conditions of e-tender, if sent by post, shall be through Registered post/ Speed post and must reach the above said address on or before the closing date & time, failing which the bids will be treated as late tender and rejected.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. 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 OR Hindi. The use of Erasers and over writing are not allowed. The tender shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

- a. Technical Bid will be opened at 20.03.2017_ hrs on 1430hrs.
- b. Date and time for opening of Financial Bid shall be informed later to the bidders 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. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

3. Interest free Security Deposit :

The successful bidder (H-1) shall be required to deposit an interest free Security Deposit equivalent to the six months leave and license rent, as per bid submitted to MMTC Ltd., excluding all taxes/regular proportionate monthly expenses (water/electricity/miscellaneous).

4. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by Authorized Person.
- b) 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.
- c) If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.
- d) Rent should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format.

- e) Municipal taxes, property taxes or any other taxes, levies applicable now or imposed in future shall be borne proportionately, at actual, by the Licensor and the Licensee. Bill will be paid by MMTC, and proportionately recovered through debit note.
- f) Electricity and water charges shall be paid by the Licensor when the bill is received from the respective authorities and then claimed from the Licensee by raising a debit note. Electric meter is available on each floor for light and power (AHU Unit) charges will be applicable on consumption/meter reading basis. Bill will be paid by MMTC since meter is in the name of MMTC and debit note will be raised to tenants. If any delay for payment by tenant, prevailing as declared by MMTC will be charged.
- g) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
- h) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the tender process.
- i) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- j) Cutting/modification/overwriting in the tender document will not be accepted.
- k) 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.
- l) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
- m)The bidder is required to enter into a leave and license basis agreement as per the prescribed format contained in **Section- IV** of tender document.
- n) This bid document shall form a part of the contract 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.
- o) Service charges for common area : Lift, staircase, parking lot (other than basement) entrance etc. The expenses will be charged on pro-rata basis depends on occupancy. Water charges in case of scarcity will also be applicable separately and same will be debited to tenants. Lift facility will be available to the license. Lift No. 1 and 2 for occupants of 1-4th floors and lift no. 3 and 4 for the occupants of 5-8th floors and will be charge prorata basis through debit note every month.
- p) There will be only one 4 wheeler parking allotment for each licensee with approved sticker of MMTC Ltd Mumbai. For which occupant(s) has to submit relevant documents of vehicle and driver as demanded by MMTC Limited, Mumbai. The decision of parking allotment shall be final and binding to all the parties.
- q) This agreement shall be registered within 3 months from the date of signing of agreement with appropriate authority along with payment of stamp duty, expenses of stamp duty, registration charges, legal expenses, penalty if any, to be borne by tenant only.

5. **TENDER VALIDITY** :-

- a. The tenders 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 shall be rejected.
- b. In exceptional cases, the bidders may be requested by MMTC Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original tender.
- c. In case, the day up to which the tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.

SECTION - II

1. **SCOPE OF TENDER** :

- a) MMTC Limited intends to rent out on leave and license basis out *on full floor basis and not part thereof* (1st floor and 5th to 8th floors admeasuring 5283 sq. feet built up area per floor) in the MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 on leave and license basis rent basis to the organizations as described in the eligibility criteria of the tender document. Details of the vacant space are available at **SECTION-III**. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, banking, etc. The bidders may visit the site and its locality to gather all the requisite information before quoting the rates.
- b) The initial *minimum* leasing period will be thirty three (33) months with provision for extension for another 22 months with mutual consent, further upto a total fifty five (55) months. The leave and license basis rent will be enhanced by minimum 10 percent on completion of every 11 months.
- c) The successful H-1 bidder shall sign a leave and license basis agreement for the built up space within 15 days of the acceptance of bid.
- d) The H-1 bidder shall, at his own cost, renovate the rent out on leave and license basis out space to suit his requirements. However, while doing so, if any damage is caused to the main structure of the building or the lifts or any other fitting structure of the building, the same shall be *rectified* by the H-1 bidder.

2. **SUBMISSION OF BIDS**:

e-bids should be submitted through e-tender :

All the documents should be self attested and stamped by authorized person.

Price Bid, as required in this tender document.

3. **ESCALATION IN RENT OUT ON LEAVE AND LICENSE BASIS RENT** : The rent out on leave and license basis rent shall be escalated by minimum 10 percent after expiry of every 11 (Eleven) months.

4. SECURITY DEPOSIT :

- a. Within 7 days of the signing/receipt of the LOI and signing of the Draft Rentout on leave and license basis Agreement (two copies), the H-1 Bidder shall furnish to MMTC Limited an interest free Security Deposit equivalent to 6 (six) month's rent out on leave and license basis rent in advance through e-payment (NEFT/Fund Transfer in Axis Bank BKC Branch Bandra, A/c No. 230010200004688, IFSC Code –UTIB0000230) only. Thereafter, within fifteen days, the final leave and license agreement shall be signed by both the parties.
- b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the H-1 bidder's failure to discharge its obligations under the leave and license Agreement, including payment of leave and license rent.
- c. The Security Deposit will be returned interest free by MMTC Limited after completion of the leave and license period and after handing over peaceful vacant possession of the Premises. Deductions from the Security Deposit, as deemed fit by MMTC, will be effected on account of damages, if any, caused to the property.

5. MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :

MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of leave and license without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of MMTC's such action.

6. ISSUE OF LETTER OF INTENT (LOI):

- a. The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder for leasing out the premises on rent.
- b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a DD for interest free Security Deposit equivalent to six months' leave and license rent, as mentioned above, in conformity with terms of bid document.

7. SIGNING OF AGREEMENT:

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of leave and license to the bidder(s). Detailed leave and license Agreement as per **Section-IV** shall be signed within fifteen days from the date of receipt of e-payment in MMTC Ltd., account for interest free security deposit equivalent to six months leave and license rent, as described above/ or payment through e-payment mode.

8. DISPUTE RESOLUTION MECHANISM:-

- a) 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 fails to do so, the matter will be referred to the Chairman-Cum-Managing Director, MMTC Limited, Scope Complex, Lodhi Road, New Delhi.110 003, whose decision shall be final and binding.

9. LIQUIDATED DAMAGES:

Should the Bidder(s) fail to perform contractual obligations including payment of monthly leave and license rent within the period prescribed in the leave and license Agreement, for one month delay, MMTC Limited shall be entitled to recover the leave and license Rent along with simple interest calculated as per the prevailing bank rate and for the subsequent delays @ 18% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and **binding on the parties**.

9. FORCE MAJEURE :

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

“If operation of such circumstances exceed one months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

*The party which is unable to fulfill its obligations under the present contract must within 15days 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 contract **with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM etc.***

10. TERMINATION FOR DEFAULT:-

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 7 (seven) days, sent to the bidder, terminate this contract in whole or in part. **Further, MMTC reserves the right to terminate the contract under the following circumstances:**

- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the leave and license agreement, or any extension thereof granted by the MMTC Limited pursuant to clause 7, Section II.
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.
- c) In the event, the MMTC Limited terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.

11. TERMINATION FOR INSOLVENCY:-

MMTC Limited may at any time terminate the Contract by giving *30 days prior* written notice to the Bidder, without giving compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MMTC Limited.

SECTION – III**DETAILS OF BUILT-UP SPACE AVAILABLE FOR LEASE AND LICENSE AT MMTC LIMITED, MMTC HOUSE, C-22, E-BLOCK, BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI-400 051 (8 storied building)**

Sl. No.	Floor No.	Area (in sq. ft.)
1)	1 st Floor	5283
2)	5 th Floor	5283
3)	6 th Floor	5283
4)	7 th Floor	5283
5)	8 th Floor	5283
	Total	26,415 sq. ft.

Detailed attributes of vacant space :-

A)	Whether separate entry is available or not?	Common entry
B)	Lift availability	Two dedicated lifts shall be provided. For occupants of 1-4 th floor lift No.1 & 2 and for occupants of 5-8 th Floor lift No. 3 & 4.
C)	Centralized Air-conditioning facility	No. The Lessee shall have to make their own arrangement.
D)	Power back up availability	Yes, Power Generator is provided. Proportionate expenses will charge through debit note every monthly.
E)	Common or separate security	Separate Security Personnel to be arranged by lessee for the lease and license d area and seated at their respective floors.
F)	Salient features of the space	The premises is situated on land with compound wall and with full infrastructure facilities like power, water and is well connected through public transport from all major parts of Mumbai.
G)	<i>Parking (Open space only)</i>	<i>One 4 wheeler parking for each bidder as decided by MMTC ltd., Mumbai and it will be binding all the occupants.</i>

FINANCIAL BID

NAME OF THE BIDDER : _____
ADDRESS : _____

Sl. No.	Floor No.	Rent amount (in INRs per sq. feet) (excluding Service Tax)
1)		
2)		
3)		
4)		
5)		

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.

AURHORIZED SIGNATORY _____

NAME : _____

Name of the Company/Firm _____

Date :

Seal of Company/Firm

SECTION – IV
LEAVE AND LICENSE AND LICENSE AGREEMENT

This agreement for *leave and license* and License made at Mumbai on this _____ day of _____ Two Thousand Sixteen between **M/s. MMTC Limited** having its registered and Corporate Office at Core-1, SCOPE Complex, 7, Institutional Area, New Delhi 110 003 and Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as the "Licensor", which expression shall unless repugnant or contrary to the context thereof includes its successors and assigns on the one part **AND M/s.** _____ having its registered office at _____ and having their _____ Office at _____, hereinafter called the "Licensee", which expression unless repugnant to the context means and includes its Successors and Assigns on the other part.

WHEREAS, the Licensee, by virtue of being selected as the highest bidder (H-1) in the tendering process initiated by Licensor from _____ to _____ and, thus, agreeing to take on the leave and license Floor No. _____ of MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, hereinafter called the "Premises" on a monthly consideration detailed hereinafter for office purpose and for which the Licensor has agreed to for the consideration and on terms and conditions as set out here-in-below :

WHEREAS, the said premises are in ownership and in lawful possession of Licensor.

NOW THIS DEED WITNESSETH as under:

1. In pursuance of the said Agreement, the Licensor hereby grants to the Licensee for using and occupying, for office purpose only, the Premises admeasuring _____ sq. feet of built up/plinth area.
2. The Licensee agrees to pay to the Licensor the following:
 - (a) To pay a monthly license charge @ **Rs.** _____ per sq. ft. of the total built up/plinth area of _____ floor of the said Premises admeasuring _____ sq.ft.,
 - (b) To pay Service tax at the prevailing rate.
 - (c) To pay the Municipal Tax or any other taxes/levies for the Premises proportionately as and when demanded by the authorities concerned.
 - (d) In addition to this, the Licensee agrees to pay the electricity consumption charges at actual for the premises taken on leave and license by them i.e., _____ floor on monthly bill. In case any bill(s) remain unpaid, the Lessor shall be entitled to recover/deduct the amount against the same from the Security Deposit furnished by the Lessee to the Lessor.
 - (e) The Licensee also agrees to pay the Licensor the water charges for the proportionate floor-wise consumption.
 - (f) The Licensee shall deposit with the Licensor an interest free security deposit equivalent to 6 months' leave and license Rent in advance before signing of the said Agreement. The security deposit shall be refunded on expiry/termination of License, without any interest, after handing over peaceful vacant possession by the Licensee to the Licensor. The Licensor will also have a right to recover an amount as deemed fit by the Licensor on account of damages, if any, caused to the Premises along with any amount that may remain outstanding on account of any of the unpaid bill(s) from the said Security Deposit.
 - (g) The leave and license agreement is to be registered with the authority by paying stamp duty and registration charges which is to be borne by the Licensee within 3 months of signing the leave and license agreement.
3. The Licensee hereby agrees that they shall not transfer, sub-let, alienate and/or create any interest/charge in favor of any other person in **whatsoever manner** in the said premises which would be detrimental to the legal rights of the Licensor in respect of the said Premises.
4. The Licensee also agrees and shall observe & perform the following covenants:
 - a) The Licensee agrees to the fact that the Premises has been taken on leave and license by them on "As is Where is" basis.

- b) The Licensee also agrees that the interiors and the internal renovation shall be got done by them at their expense and not the Licensor.
- c) To pay the monthly license charges in advance @ **Rs.** _____ per sq.ft. per month on/or before the 10th day of each and every month.
- d) To bear the proportionate share for maintenance of other administrative services, such as, *Lifts, common areas*, Electrical Sub-station AMCs, Maintenance of DG Set, water tanker charges (required during water scarcity) etc.
- e) The Licensee is aware of the fact that the premises has been on leave and license basis to them without air-conditioning facility and for this they will have to make their own arrangement.
- f) To maintain the Premises in good condition, subject to normal wear and tear.
- g) Not to assign/mortgage, create lien, hypothecation, underlet, sublet or create any License and Third party charge in respect of the said Premises or any part thereof and shall not create any encumbrance of the said Premises and shall indemnify the Licensor against all losses, damages, costs and expenses arising thereto.
- h) To allow the authorized representative of the Licensor, access to the _____ floor for inspection or any such purpose within usual working hours without prior notice.
- i) The Licensee agrees not to carry out any major or structural repairs and/or alternations in the said Premises without the prior written permission of the Licensor. It is understood and agreed by the Licensee that any major changes in the original sanctioned plan of the building requires the permission of MMRDA, Municipal Corporation of Greater Mumbai and/or any other agency.
- j) The Licensee shall necessarily obtain “No Objection Certificate” from Mumbai Fire Services after completion of the interior works and intimate the same to the Licensor. The Licensee further agrees to observe all the fire control regulations as stipulated under the law.
- k) The initial *minimum* leasing period will be thirty six (33) months with provision for extension for another 22 months with mutual consent. The leave and license rent will be enhanced by minimum 10% on completion of every 11 months.
- l) Upon expiry of the leave and license period **or on termination of the agreement whichever is earlier** the Licensee shall handover, in writing, peaceful and vacant possession of the said premises to the Licensor, without any protest or demur.
5. During the pendency of this agreement, the Licensee agrees and undertakes not to claim and/or make any application to any court of Law for reduction of rent payable by the Licensee to the Licensor as provided herein above on the ground of standard rent or otherwise. In the event of the Licensee adopting such course of action, it shall be construed as breach of terms and conditions of the said leave and license and License Agreement on the part of Licensee and shall be subject to all the other remedies available and the Licensor, within their right, shall be free to terminate the leave and license & License Agreement with immediate effect and claim vacant possession forthwith.
6. If the Licensee fails to pay the leave and license rent payable as herein provided by a one month delay, the Licensor is entitled to charge the Licensee interest for the delayed period at the rate notified by its Corporate Office from time to time. If there is a failure to pay the leave and license Rent for continuous three months or if the Licensee fails to perform any obligations on their part, during this period, in that event, the Licensor shall be entitled to charge penal interest @ 18% per annum on the amount remaining unpaid and terminate the leave and license and License Agreement by giving one month's notice in writing setting out the breaches complained and, in that event, the Licensee shall hand over the vacant peaceful possession of the Premises to the Licensor forthwith.
7. The Licensee shall keep the Licensor indemnified at all times against any cost, expenses and levies on the authority delegated by the CMD to the Lessee whatsoever arising out of and or in connection with licensing out the premises to the Licensee besides any increase that may be imposed by MMRDA/Municipal Authorities on account of subletting of the _____th floor of the said Premises by the Licensor to the Licensee, in terms of the leave

- and license deed dated 27.1.2000 executed for the land between MMRDA and the Lessor (MMTC Limited).
8. Housekeeping and internal maintenance/repairs in respect of electrical wiring and fixtures/civil and sanitary items etc. including internal security in the said premises shall be the responsibility of the Licensee.
 9. The leave and license and License Agreement can be terminated by either party by giving three months notice in writing. Letters sent by registered post at the addresses cited above shall constitute proper service of notice.
 10. This leave and license Agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971 and any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be referred to the Estate Officer, MMTC Limited, Corporate Office, New Delhi. The venue shall be at Mumbai.

THIS AGREEMENT SHALL BE DEEMED TO HAVE COME INTO EFFECT ON THE ___TH DAY OF _____ 2017.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of month _____, 2017 herein above written.

SIGNED SEALED AND DELIVERED BY THE

Within named LICENSOR M/s. MMTC LIMITED _____

In presence of :-

Witnesses :

1) _____ 2) _____

SIGNED SEALED AND DELIVERED BY THE

Within named LICENSEE M/s. _____

In presence of :-

Witnesses :

1) _____ 2) _____