



**MMTC LIMITED**

(A Government of India Enterprise)

NIC Building , 4<sup>th</sup> Floor 8 India Exchange Place, Kolkata-700 001

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**Tender No.** MMTK/KOL/Admn/AKASHDEEP/2017-18/07

**Dated:** 24.11.2017

**TENDER DOCUMENT**

**E-NIT FOR LEASING OF FLAT AT AAKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR , ROOM NO.-  
6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.**

**Tender No.** MMTC/KOL/Admn/AKASHDEEP/2017-18/07

Dated: 24.11.2017

**Technical BID**

**Part – I**

<b>Start date for Downloading tender documents</b>	<b>24<sup>th</sup> Nov, 2017</b>	<b>From 1600 Hrs</b>
<b>Last date for Downloading tender document</b>	<b>26<sup>th</sup> Dec, 2017</b>	<b>Up to 1500 Hrs</b>
<b>Due date of tender submission (Technical &amp; Price Bid)</b>	<b>26th Dec, 2017</b>	<b>Up to 1500 Hrs</b>
<b>Technical Bids opening Date</b>	<b>27<sup>th</sup> Dec, 2017</b>	<b>at 1100 Hrs</b>

**Downloaded by:**

**M/S**

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Appendix

1. Period of Renting : Initial leasing for Twenty Four (24) months  
Mutually extendable to another 24 months on  
entering fresh Lease Agreement.
2. Security deposit : As per relevant clause of Leave and License  
Agreement
3. Participation Fees : Rs. 1000/- ( Rupees One Thousand Only)  
(Non Refundable) in the form of DD/Pay order  
in favour of MMTC LIMITED, payable at  
Kolkata.

**TENDER DOCUMENT**

MMTC Limited invites E-bids under two bid system (Technical & Financial Bid ) for **“RENTING OUT OF VACANT FLAT AT AKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET, KOLKATA – 700 020** West Bengal measuring 2001 Sq. Feet built up space on “ As is where is basis” only from PSUs/Central PSU Banks for residential purpose only . 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 and Participation fee i.e Rs 1000/- ( Rupees One Thousand Only )( Non refundable) in the form of DD/Pay order in favour of “MMTC LIMITED” payable at Kolkata shall be sent in physical mode to the Chief Manager ( P&A), 4<sup>th</sup> Floor, NIC Building, 8, India Exchange Place Kolkata- 700 001 before 15:00 hrs of 26<sup>th</sup> December, 2017.

**Eligibility Criteria/Proof of Eligibility**

Central/State Public Sector Undertakings/Organizations/ Central PSU Banks are only eligible to participate fulfilling submission of documents as follows:

- (i) Annual turnover of the organization/banks for the last three financial years.
- (ii) Complete Profile of the organization/banks.
- (iii) Copy of the Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by Chartered Accountant (in original) confirming conducting of audit, positive net worth, turnover of the organization.
- (iv) Copy of the Income Tax returns for the last three financial years.
- (v) Solvency report from your Banker (Net Worth in case of Bank)
- (vi) Pan number

**SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE**

Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)) for submission of their bids on MMTC's e-procurement portal.

BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL [URL:-https://mmtc.abcprocure.com](https://mmtc.abcprocure.com). The bidder should have a valid User Id to access e-Procurement portal of MMTC.

**Note:** After successful submission of Registration details. Please contact M/s E-Procurement Technologies Limited (EPTL) (as given below), to get the registration accepted/activated.

e-Tendering Registration, Digital	Mr. Himalaya Vaishnav	M 90990 90830 L 079-4001 6811 079-4001 6866 079-4001 6840/48	<a href="mailto:himalay@abcprocure.com">himalay@abcprocure.com</a>  <a href="mailto:info@abcprocure.com">info@abcprocure.com</a>
Signature, user id / profile activation queries			

- BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
- The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
- Operating System should be Windows Vista / Windows 7 and above.
- System Access with Administrator Rights
- Good Internet Connection.
- Microsoft Internet Explorer 9.0 (32 bit browser only) or above
- Valid Digital Signature Certificate(s) for users.

- a) Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
- b) Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - **Mandatory**
- c) Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - **Mandatory**
- d) Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- e) For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com>
- f) Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- g) FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr. Anuvash Bedi</b>	<a href="mailto:anuvash@abcprocure.com">anuvash@abcprocure.com</a>	<b>M 9811247809</b>
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 M 9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

**NOTE:** Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

2. Participation Fee of Rs 1000/- (Rupees One Thousand Only) (Non refundable) in the form of DD/ Pay order in favour of " MMTC Limited" payable at Kolkata 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 on or before the closing date and time of the tender. The sealed envelope should be super-scribed as **"TECHNICAL BID FOR E-NIT FOR LEASING OUT OF FLAT AT AAKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET , KOLKATA - 700 020"** having name, address, and telephone Numbers. of the bidder. The required enclosures as per tender check-list and Financial bid shall be submitted through e-mode only.

For details, please visit [www.mmtclimited.com](http://www.mmtclimited.com), & <https://mmtc.abcprocure.com>. The Technical bids (Part-I) shall be opened on 27<sup>th</sup> December,2017 at 11.00 hrs. The date and time for opening of the Financial 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 **90 days** from the date of opening of Financial Bid.

Yours faithfully,

For and on behalf of MMTC Ltd.

Chief Manager (P&A)



## **INSTRUCTIONS TO BIDDERS**

### **TENDER SUBMISSION PROCEDURE:**

The bidder shall submit the tender in two bid system. **PART – I** 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. SCANNED COPY OF THE NON-REFUNDABLE PARTICIPATION FEES OF RS. 1000/- (Rupees One Thousand only). HARD COPY OF THE SAME TO BE SUBMITTED IN PHYSICAL MODE - **If submitted – tick (yes)**
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN/ NO, GST NO **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 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).**

### **N.B:**

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 any way in the Part – I (Technical Bid).**

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

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

**FOR & ON BEHALF OF MMTC LIMITED**

**Chief Manager(P & A)  
MMTC Limited,  
NIC Building,4<sup>th</sup> Floor,  
8, India Exchange Place,  
Kolkata-700 001.**

**N.B:** Contact person for any clarification: Shri Rabin Mondal,  
Manager(Administration) Phone No.9433340605

**GENERAL INSTRUCTIONS FOR BIDDERS**

**SECTION - I**

**1. Receipt of Tender Document :**

Technical Bid portion along with Participation fee (non- refundable) in original to be submitted in physical form also 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 attested & 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 11:00 hrs on **27<sup>th</sup> December, 2017**.
- b. Date and time for opening of Price Bid shall be informed later to the bidders who qualify in technical evaluation process.
- 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. 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.

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**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 lease rent, excluding all taxes/regular proportionate monthly expenses (water/electricity/miscellaneous charges etc) as at Column No. 3. A of Section-II of this Tender.

**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, understood and agreed to the terms and conditions contained in the bid document.
- c) Financial Bid should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format.
- d) Municipal taxes or any other tax applicable now or imposed in future shall be borne, by the Licensee.
- e) Electricity Charges: Licensee agrees to pay the electricity, and water, consumption charges at actual for the premises taken on lease to the concerned authorities by them in time as per monthly bill. In case any bill(s) remain unpaid, the Licensor shall be entitled to recover/deduct the amount against the same from the Security Deposit furnished by the Licensee to the Licensor.
- f) Maintenance Charges: Licensee agrees to pay the maintenance charges per month to the Aakashdeep Syndicate under intimation to Licensor. In case any bill(s) remain unpaid, the Licensor shall be entitled to recover/deduct the amount against the same from the Security Deposit furnished by the Licensee to the Licensor.
- 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 not be considered for the tender process.
- i) Tender sent by fax/telex/cable will not be accepted.
- j) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.

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- k) Cutting/modification/overwriting in the tender document will not be accepted.
  - l) 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.
  - m) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be rejected summarily.
  - n) The bidder is required to enter into a lease agreement as per the prescribed format contained in **Section- IV** of tender document.
  - o) 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.

**5. TENDER VALIDITY :-**

- a. The tenders shall remain valid for acceptance for a minimum period of **90 days (Ninety days)** from the date of opening of Financial Bid. Any tender valid for a shorter period shall be treated as invalid 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 mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of any of the terms & conditions of the original tender.
- c. In case, the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day, the tender validity shall automatically be extended upto the next working day.

**SECTION - II**

**1. SCOPE OF TENDER:**

- a) MMTC Limited intends to lease out the built up space 2001 Sq Ft 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 guest house/ residential accommodation etc. The bidders may visit the site and its locality to gather all the requisite information before quoting the rates.
- b) The initial leasing period will be twenty four (24) months with provision for extension for another 24 months with mutual consent. The lease rent will be enhanced by 10% per annum basis. Fresh lease agreement shall be executed after expiry of initial minimum leasing period.
- c) The successful H-1 bidder shall sign a lease 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 leased 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 at his own cost.

**2. SUBMISSION OF BIDS:**

Bids should be submitted as per instructions given.

**3. SECURITY DEPOSIT:**

- a. Within 7 days of the signing/receipt of the LOI and signing of the Draft Lease Agreement (two copies), the H-1 Bidder shall furnish to MMTC Limited an interest free Security Deposit equivalent to 6 (six) month's advance lease rent in the form of Demand Draft drawn on any scheduled/nationalized Bank in favour of "MMTC Limited", payable at Kolkata. Thereafter, within fifteen days, the final Lease Agreement shall be signed by both the parties.

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- b. The Security Deposit shall be forfeited by MMTC Limited as compensation for any loss resulting out of the H-1 bidder's failure to discharge its obligations under the Lease Agreement, including payment of lease rent.
  - c. The Security Deposit will be returned by MMTC Limited after completion of the lease 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.

**4. 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 Lease without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

**5. 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 towards interest free Security Deposit equivalent to six months' lease rent, as mentioned above, in conformity with the terms of the bid document.

**6. SIGNING OF AGREEMENT:**

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed Leave & License Agreement as per **Section-IV** shall be signed within fifteen days from the date of receipt of DD towards interest free security deposit equivalent to six months lease rent, as described above.

**7. LIQUIDATED DAMAGES:**

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

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**8. 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 government, fires, floods, explosions, epidemics, strikes, 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 be deemed to be waiver / extension of time in respect of the remaining deliveries.

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

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of Force Majeure issued by the Government/Competent Authority.

**9. TERMINATION FOR DEFAULT:-**

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of default, 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 lease 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.



**10. TERMINATION FOR INSOLVENCY:-**

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

**11. TERMINATION OF CONTRACT:**

Regarding vacating of the premises; both the tenant and owner shall give each other prior advance notice of 90 days, if they want to terminate the contract at an earlier date. If the tenant damages the property in any way or does not pay the direct/indirect expenses or does anything ultra vires the contract MMTC Limited shall be at liberty to deduct such dues from the Security Deposit amount lying with it.

**12. FRAUD PREVENTION POLICY**

**(1) Commitments of the Bidder(s):**

- a. The Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at [www.mmtclimited.com](http://www.mmtclimited.com) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- b. The Bidder(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- c. The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications in the bidding process.
- d. The Bidder(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the

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Bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

- e. The Bidder(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- f. The Bidder(s) if any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Clause 12(1) or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to **Clause 12(2)**, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**13. HOLIDAY-LISTING:-**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

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**14. ARBITRATION:-**

- 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/LOI/Lease Agreement/contract, the parties shall first make every effort to resolve the same amicably by mutual consultations.
- b. The Lease Agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971.
- c. In case any disputes or differences between the parties hereto persist, then such dispute shall be referred to arbitration. The arbitration will be conducted as per the Indian Arbitration Act, 1996 and its amendments. The arbitral tribunal shall comprise of a sole arbitrator who shall be appointed by CMD of MMTC. The place of arbitration shall be Kolkata.
- d. Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award/orders.
- e. **Settlement of dispute between Govt. Dept./ Public Sector Undertaking:** If the Licensee is a PSU, any disputes or differences between the Licensee and the Licensor hereto, in suppression of the provisions of Arbitration in the clauses above, the Permanent Machinery of Arbitration as per applicable DPE Guidelines shall be invoked. The Arbitration Act shall not be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
- f. Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.
- g. Any dispute arising out in this connection will be subject to Kolkata Jurisdiction only.

**SECTION – III**

**E-NIT FOR LEASING OF FLAT AT AAKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR , ROOM NO.-  
6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.**

**Tender No.** MMTC/KOL/Admn/AKASHDEEP/2017-18/07

**Dated:** 24.11.2017

<b>Sl. No.</b>	<b>Flat</b>	<b>Area (in sq. ft.)(Approx)</b>
<b>1)</b>	<b>Akashdeep Building, 4<sup>th</sup> Floor, Room No.-6</b>	<b>2001 Square Feet</b>

Details of the flat as is below :-

- 03 Bed Room
- 03 Toilet (attached with Bed Room)
- 01 Dinning Space
- 01 Kitchen
- 01 Balcony attached with Dinning Space
- 01 Car Parking Space
- 1 Servant Quarter consisting of 01 Bed Room with 01 Toilet
- Lift Service

**E-NIT FOR LEASING OF FLAT AT AAKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR , ROOM NO.-  
6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.**

**Tender No.** MMTC/KOL/Admn/AKASHDEEP/2017-18/07

Dated: 24.11.2017

**PART-II**  
**FINANCIAL BID**

NAME OF THE BIDDER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

Sl. No.	Flat	Lease Rent amount (in Indian Rupees per /month) (excluding applicable Taxes)
1)	<b>Akashdeep Building, 4<sup>th</sup> Floor, Room No.-6</b>	

In words (Rupees

\_\_\_\_\_)

(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)

I/We accept all the terms & conditions mentioned in the tender document.

AUTHORIZED SIGNATORY: \_\_\_\_\_

NAME: \_\_\_\_\_

Name of the Company/Firm: \_\_\_\_\_

Date : \_\_\_\_\_ Seal of Company/Firm

Note: Rates quoted above are exclusive of Maintenance / Electricity and any other charges.

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**E-NIT FOR LEASING OF FLAT AT AAKASH DEEP BUILDING, 4<sup>TH</sup> FLOOR , ROOM NO.-  
6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.**

**Tender No.** MMTC/KOL/Admn/AKASHDEEP/2017-18/07

Dated: 24.11.2017

**SECTION – IV**

**LEAVE AND LICENSE AGREEMENT**

This agreement for Leave and License made at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Seventeen between **M/s. MMTC Limited, NIC Building, 4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata -700 001** having its registered and Corporate Office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003, hereinafter referred to as the "Licensor", which expression shall unless repugnant or contrary to the context thereof includes its successors and assigns of 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 of Assigns of 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 lease of vacant flat Aakash Deep Building, 5, Lower Rawdon Street, Kolkata- 200 020 hereinafter called the "Premises" on a monthly financial consideration detailed hereinafter for residential use and for which the Licensor has agreed to for the consideration and on terms and conditions as set out herein below:

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**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 residential purpose only, the Premises admeasuring 2001 sq. feet of built up/plinth area.

2. The Licensee agrees to pay to the Licensor the following:

(a) To pay a monthly license charges **as per Financial Bid** per month in advance.

(b) To pay GST at the prevailing rate, if applicable.

(c) To pay the Municipal Tax or any other taxes/or other statutory levies for the above said Premises as and when demanded by the authorities concerned.

(d) Licensee shall bear the utility charges namely electricity, telephone and cable and shall make payment of these bills on timely basis for the premises taken on lease by them i.e., Aakash Deep Building, 5, Lower Rawdon Street, Kolkata- 200 020 on monthly bill. In case any bill(s) remain unpaid, the Licensor shall be entitled to recover/deduct the amount against the same from the Security Deposit furnished by the Licensee to the Licensor.

(e) The Licensee shall deposit with the Licensor an interest free security deposit equivalent to 6 months Lease 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.

(f) The lease Agreement is to be registered with the authority by paying stamp duty and registration charges which is to be borne by the Licensee.

3. The Licensee hereby agrees that they shall not transfer, sub-let, alienate and/or create any interest in favour of any other person in any 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 :

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- a) The Licensee agrees to the fact that the Premises has been taken on lease by them on "As is Where is" basis.
- b) The Licensee also agrees that the interiors and the internal renovation, if any, be carried out by the Licensee to his account and **no structural alterations** are to be carried out and shall comply with all rules and regulations laid down by the Licensor.
- c) To pay the monthly charges in advance **as per Financial Bid** per month and/or before the 10<sup>th</sup> day of each and every month.
- d) To bear the proportionate share for maintenance of other administrative services plus applicable taxes.
- e) To maintain the Premises in good condition, subject to normal wear and tear.
- f) Not to assign, underlet, sublet or create any License 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.
- g) The Licensee shall observe all the fire control regulations as stipulated under the law. In case of violation of any provision of law, the licensee will be liable for the consequences.
- h) The initial minimum leasing period will be twenty four (24) months with provision for extension for another 24 months with mutual consent and enhancement by 10% p.a basis. Fresh lease agreement shall be executed after expiry of initial minimum leasing period.
- i) Upon expiry of the lease 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. That in case if Licensee fails to vacate and give peaceful vacant possession of the said premises within the stipulated time the Licensee shall pay damage charges @ 2000/- per day till the possession is given by the Licensee to the Licensor.
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 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 & License Agreement with immediate effect and claim vacant possession forthwith.



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6. If the Licensee fails to pay the Lease 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 Lease 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. In case of default in respect of any of the terms stipulated herein or breach of any of the Terms and Conditions of this License Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Licensor shall be entitled to revoke/cancel/terminate the License granted under this Agreement with an immediate effect, without being liable to give any notice to the Licensee. In such an event the Licensee will not be entitled to any refund of the License fee, conservancy charges and the Security Deposits. The Licensee undertakes to vacate the Licensed premises immediately or as directed by the Licensor, and hand over the vacant peaceful possession of the Premises to the Licensor.

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 Licensee whatsoever arising out of and or in connection with licensing out the premises to the Licensee besides any increase that may be imposed by Municipal Authorities on account of subletting of the said Premises.

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 Agreement can be terminated by either party by giving prior advance notice of 90 days in writing. Letters sent by registered post/ speed post at the addresses cited above shall constitute proper service of notice.

10. "Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit

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of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.”

11. (i) If any dispute or difference of any kind arises between the Licensor and the Licensee in connection with or relating to the tender/LOI/Lease Agreement/contract, the parties shall first make every effort to resolve the same amicably by mutual consultations.

(ii) The Lease Agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971.

(iii) In case any disputes or differences between the parties hereto persist, then such dispute shall be referred to arbitration. The arbitration will be conducted as per the Indian Arbitration Act, 1996 and its amendments. The arbitral tribunal shall comprise of a sole arbitrator who shall be appointed by CMD of MMTC. The place of arbitration shall be Kolkata.

(iv) Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be as per the arbitration award.

(v) **Settlement of dispute between Govt. Dept./ Public Sector Undertaking:** If the Licensee is a PSU, any disputes or differences between the Licensee and Licensor hereto, in suppression of the provisions of Arbitration in the clauses above, the Permanent Machinery of Arbitration as per applicable DPE Guidelines shall be invoked. The Arbitration Act shall not be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

(vi) Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

(vii) Any dispute arising out in this connection will be subject to Kolkata Jurisdiction only.

THIS AGREEMENT SHALL BE DEEMED TO HAVE COME INTO EFFECT ON THIS \_\_\_\_TH DAY OF \_\_\_\_\_ 2017.

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IN WITNESS WHEREOF the parties hereto have subscribed their respective hand the \_\_\_\_\_  
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) \_\_\_\_\_