



MMMTC LIMITED

(A Government of India Enterprise)

NIC Building , 4th Floor8, India Exchange Place, Kolkata-700 001

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E-mail: mmtckol@mmtc.nic.in : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

TENDER DOCUMENT

E-NIT FOR RENTING OUT VACANT FLAT AT AAKASH DEEP BUILDING, 4TH

FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.

ON LEAVE AND LICENSE BASIS.

E-NIT FOR RENTING OUT VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020. ON LEAVE AND LICENSE BASIS.

Price Bid

Start date for Downloading tender documents	.....	28.09.2018 From 1200 Hrs
Pre-bid meeting	.....	10.10.2018 At 1200 HRS
Last date for Downloading tender document	.....	22.10.2018 Up to 1500 HRS
Due date of tender submission (Technical & Price Bid)	.....	22.10.2018 Up to 1500 HRS
Price Bid Opening	.....	23.10.2018 at 11 Hrs

Downloaded by:

M/S

E-NIT FOR RENTING OUT VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020. ON LEAVE AND LICENSE BASIS.

Tender No. MMTC/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

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Tender No. MMTC/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

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 | 3 months leave and license rent |
| 3. Participation Fees
(Non refundable) | Rs. 1000/- (Rupees One Thousand Only) in the form of e-payment (NEFT/Fund Transfer) in State Bank Of India, A/C NO. 11051192270 CAG Branch Kolkata
IFSC CODE: SBIN0009998
and submit letter mentioning UTR Number. |
| 4. Brokerage | Brokerage of up to one month rental is admissible to Property Brokers (Proprietors / Firms of repute) / Consultant for successful renting out subject to terms and conditions. |

E-NIT FOR RENTING OUT VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020. ON LEAVE AND LICENSE BASIS.

Tender No. MMTc/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “RENTING OUT OF VACANT FLAT AT AT AKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET, KOLKATA – 700 020 West Bengal measuring 2001 Sq. Feet built up flat on “**As is where is basis**” from **PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC**, for residential purpose only either directly or through **RERA registered Property Brokers/Consultants/ Proprietors/ Firms of repute** having substantial experience in the field. No illegal activities would be allowed to be carried out in the premises.

Bid against this tender shall be received only electronically through e-procurement portal of MMTc (<https://mmtc.abcprocure.com>). No bid shall be accepted in hard copy or in any other form. The supporting documents in respect of Price bid may also be dropped in the tender box placed at MMTc Limited, NIC Building , 4th Floor, 8 India Exchange Place, Kolkata-700 001. Non-refundable participation fees are required to be submitted in the form of NEFT/RTGS/Fund Transfer in the account of MMTc Limited. The details of which are as below:

Account Name	MMTC Limited
Account number	11051192270
Bank name	State Bank Of India, CAG Branch Kolkata
IFSC code	SBIN0009998

The bidders are required to upload soft copies of the following:

- Price Bid (To prepared on Company’s Letter head)
- Copy of PAN & GST no.
- Scanned copy of UTR No. generated through online payment of EMD & Participation fees.

-
1. **Eligibility Criteria / Proof of Eligibility:**
- A. Central/State Govt. Departments
 - B. Central/State Government PSUs.
 - C. Reputed Govt. /Private Insurance Companies.
 - D. Public Sector/Private sector banks of repute
 - E. 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 & Authorized Signatory.

C. Reputed 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) List of Board of Directors & Authorized Signatory.
- (vi) Solvency Report.
- (vii) Pan number
- (viii) Govt.'s approval to operate in the field of Insurance in case of Private Insurance Companies
- (ix) Should not be a defaulter to any statutory authority or banking institutions.

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.

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- (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) 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.
 - (x) Should not be a defaulter to any statutory authority or banking institutions.

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.
- (viii) Should have minimum net-worth of Rs. 50 Crore as on 31st March'2018
- (ix) Should not be a defaulter to any statutory authority or banking institutions.

F. MMTC shall realize rent from the Tenant (successful bidder) on Monthly Rental basis.

G. Bidders are required to mention the details of the Agency/Firm/Individual who must be RERA registered through whom the prospective tenants are participating in the Bid i.e. the Price Bid.

- (i) When the bid is made through a Property Broker/Consultant/ Proprietor/ Firms of repute (duly registered with RERA and other statutory bodies) a brokerage not more than one month's rental (subject to terms and conditions) is payable by MMTC subject to applicable deductions. **(GST shall be paid extra)**

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- H. The Flat will not be let out for any activities other than for Residential purpose.
- I. The bidders offer will be the sole criteria for acceptance by MMTC (Subject to eligibility conditions). The inclusion/exclusion of Property Brokers/Consultant shall have no bearing on the Award/Acceptance of offer of the bidder.

2. List of documents :

Price 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/GST (self attested copy of the certificate)
 - d) Power of Attorney/Authorization in favor 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) Solvency report from bank (Nationalized/Scheduled Banks).
 - g) Legal status
 - h) Documents in proof of net-worth of Rs. 50 Crore as on 31st March'2018 in case of MNCs.
 - i) Undertaking about credit worthiness, non implications in payment defaults to any Govt. /Non Govt. Agency/ Entity and legal proceedings for recovery of dues anywhere in the country. The undertaking to be submitted on a non-Judicial stamp paper of appropriate value on the following counts:
 - (I) There is no default in payment of rent by the bidder anywhere.
 - (II) There are no law suits of recovery, forgery, evictions, unlawful possession pending against the bidder anywhere.
- Any of the above conditions discovered to be otherwise at any stage shall be the ground for termination of Tenancy agreement at the sole discretion of MMTC.
- j) Memorandum of Association or Article of Association along with name, address and photos of Directors.
 - k) Credentials of the property broker/agent including valid registration from RERA and experience certificate. Unregistered entities shall not be paid brokerage.

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- l) Letter of the Property dealer/Consultant to bidder in prescribed format. (Annexure – A) ref. pg. 30.
- m) Authorization letter, with attested photograph, in favor of the official/property broker attending the bid opening process.

Bids without above documents will be liable for rejection.

3. Interested bidders may also obtain the tender document personally from Administration Division, **MMTC Limited, NIC Building , 4th Floor, 8 India Exchange Place, Kolkata 700 001** 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 22.10.2018 up to 1500hrs.**
(b) **Opening of Price Bids on 23.10.2018 at 1100 hrs.**
5. MMTC Limited reserves the right to reject any one or all the tenders without assigning any reasons, either in full or in part and no claim whatsoever shall be entertained on this account.
6. All payments to be made to MMTC Limited, Kolkata should be through e-payment only (RTGS/NEFT/Fund Transfer) in State Bank Of India, A/C NO. 11051192270 CAG Branch Kolkata IFSC CODE: SBIN0009998 and submit letter mentioning UTR number.

Deputy General Manager (P&A)

E-NIT FOR RENTING OUT OF VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.

No. MMTC/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. 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
2. 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) for submission of their bids on MMTC's e-procurement portal.
3. BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:-<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 HELPDESK), to get the registration accepted/activated.

4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
5. 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.
 - Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
 - Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - Mandatory
 - Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - Mandatory

- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

Vendor’s Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor’s ID/ Profile Activation, Renewal of Vendor’s ID.	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	support@abcProcure.com
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	pankesh@eptl.in

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.

E-NIT FOR RENTING OUT OF VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.

No. MMTK/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

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 along-with the Bid:

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

1. Proof of payment of non-refundable participation fee of Rs. 1000/- (Rupees One Thousand Only) through e-payment (NEFT/RTGS/fund transfer) and UTR number and date to be submitted. **If Submitted – Tick (Yes)**
2. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions. **If submitted – Tick (Yes)**
3. Profile of organization (bidder). **If submitted – Tick (Yes)**
4. Pan/GST (self attested copy of the certificate) **if submitted – Tick (Yes)**
5. Power of attorney/authorization in favor of signatory of tender documents. **If submitted – Tick (Yes)**
6. 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. **If submitted – Tick (Yes)**
7. Solvency report from bank (Nationalized/Scheduled Banks). **If submitted – Tick (Yes)**
8. Documentary proof of legal status. **If submitted – Tick (Yes)**
9. Documents in proof of net-worth of Rs. 50 Crore as on 31st march'2018 in case of MNCs. **If submitted – Tick (Yes)**
10. Undertaking about credit worthiness, non implications in payment defaults to any Govt. /non Govt. Agency/ Entity and legal proceedings for recovery of dues anywhere in the Country. The undertaking to be submitted on a Non-Judicial stamp paper of appropriate value on the following counts:

-
- (I) There is no default in payment of rent by the bidder anywhere.
- (II) There are no law suits of recovery, forgery, evictions, unlawful possession pending against the bidder anywhere.

Any of the above conditions discovered to be otherwise at any stage shall be the ground for termination of tenancy agreement at the sole discretion of MMTC.

11. Memorandum of Association or Article of Association along with name, address and photos of Directors. **If submitted – Tick (Yes)**
12. Credentials of the property broker/agent including valid registration from RERA and experience certificate. Unregistered entities shall not be paid brokerage. **If submitted – Tick (Yes)**
13. Letter of the property dealer/consultant to bidder in prescribed format. (Annexure – A) **if submitted – Tick (Yes)**
14. Authorization letter, with attested photograph, in favor of the Official/property broker attending the bid opening process. **If submitted – Tick (Yes)**

Foot Notes:

1. The tender shall be liable for rejection at the discretion 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):

PRICE BID: In prescribed format (ref. pg. 23-24) on bidder's Letter Head - duly filled and signed with stamp.

FOR AND ON BEHALF MMTC LIMITED

U E Rao
Deputy General Manager (P&A)

N.B: Contact person for any clarification: Shri U E Rao, Deputy General Manager(P&A), Phone: 033-22546004, 033-22427930, Shri Dilip Kumar Das, Manager(P&A), Phone: 033-22546026, 033-22432348.

E-NIT FOR RENTING OUT OF VACANT FLAT AT AAKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.

No. MMTC/KOL/Admn/AKASHDEEP/2018-19/03

Dated: 28.09.2018

GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. Receipt of Tender Document :

Price Bid against this tender shall be received only electronically through e-procurement portal of MMTC (<https://mmtc.abcprocure.com>). No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in the tender box placed at MMTC Limited, NIC Building , 4th Floor, 8 India Exchange Place, Kolkata 700 001.

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 tender shall duly attest & stamp all enclosures, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

A pre-bid meeting is scheduled on **08.10.2018 at 1200 hrs** at MMTC Limited, NIC Building , 4th Floor, 8 India Exchange Place, Kolkata-700 001.

- a. . All prospective bidders are requested to attend the meeting. Bidders may send in their queries by e-mail/regd. Post so as to reach the MMTC office on or before **08.10.2018** up to **1700hrs**. The email address for sending query is uer@mmtclimited.com, dilip@mmtclimited.com .
- b. Price Bid will be opened at **1100 hrs** on **23.10.2018**.
- 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 in 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 Limited., excluding all taxes/regular proportionate monthly expenses (water/electricity/miscellaneous). The minimum leasing period being two years, the security deposit is liable to be forfeited without notice under the following conditions:

- a) The bidder (tenant) decides to exit the leave and license agreement before the completion of two years.
- b) Defaults in payments of monthly rentals for three successive months at a stretch.

4. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by authorized person and upload.
- 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 in e-mode.
- e) Municipal taxes, Maintenance charges payable to Aakashdeep Syndicates of the complex, property taxes or any other taxes, levies applicable now or imposed in future shall be borne at actual, by the Licensee. Bill will be paid by MMTC, and recovered through debit note.
- f) Electricity and water charges shall be paid by MMTC when the bill is received from the respective authorities and then claimed from the bidder (tenant) by raising a debit note. If any delay for payment by tenant, interest will be charged from the date of payment @18% by MMTC till recovery.
- g) Price bid should consist of bidder's quoted rates duly signed and stamped by authorized person. If the bid has been made through Agency/Property dealers – the details shall be provided in the Flat created in the Financial bid.

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- 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) 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 in available tender format contained in **Section- V** 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) 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.
 - p) There will be only one parking available.
 - 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.
 - r) The tender can be purchased by an employee of a company and submit with an email/authorization letter along with technical bid.

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 Price bid.
- b. MMTC may request the bidder to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by post or by fax/email followed by post. The bidders, who agree to extend the tender validity, are to extend the same without any change in the 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** :

MMTC Limited invites E-bids for “RENTING OUT OF VACANT FLAT AT AKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET, KOLKATA – 700 020 West Bengal measuring 2001 Sq. Feet built up Flat area located at KOLKATA – 700 020 on “As is where is basis” from **PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC**, for residential purpose only either directly or through **RERA registered Property Brokers/Consultants/Proprietors/ Firms of repute** having substantial experience in the field. No illegal activities would be allowed to be carried out in the premises. The bidders may visit the site and its locality with prior appointment on all working days to gather all the requisite information before quoting the rates.

- b) The minimum leasing period is initially (2) Two years without escalations and subsequent extensions with escalation @15% for next two years.
- c) The successful H-1 bidder shall sign a leave and license basis agreement for the built up flat for the entire area bid for within 30 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) Flat 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 fittings/structure of the building, the same shall be *rectified* by the awardee.

2. **SUBMISSION OF BIDS**:

Price Bid against this tender shall be received only electronically through e-procurement portal of MMTC (<https://mmtc.abcprocure.com>). No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in the tender box placed at MMTC Limited, NIC Building , 4th Floor8, India Exchange Place, Kolkata-700 001.

3. ESCALATION IN RENT:

The rent shall be escalated by 15(fifteen) percent after expiry of every 2 (two) years.

4. SECURITY DEPOSIT :

- a. Within 7 days of signing/receipt of the LOI and signing of the draft rent out on leave and license basis agreement (two copies) the H-1, bidder shall furnish to MMTC Limited an interest free security deposit equivalent to three month's rent out on leave and license basis rent in advance through e-payment (NEFT/Fund Transfer in State Bank Of India, A/C NO. 11051192270 CAG Branch Kolkata IFSC CODE: SBIN0009998 only.
- b. The proceeds of the security deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of 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 peacefully vacant possession of the premises. Deductions from the security deposit, as deemed fit by MMTC Limited, 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/RTGS/NEFT for interest free security deposit equivalent to three months' Leave and License rent, as mentioned above, in conformity with terms of bid document.

7. **SPECIAL TERMS:**

Minimum lock-in period for renting out of the **AKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET, KOLKATA – 700 020** is two years. Exit before the lock-in period shall make the tenant liable for

- a) Forfeiture of security deposit.
- b) Penalty equivalent to brokerage paid at the time of renting out, if any.

8. **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-V** shall be signed within thirty 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.

9. Amendment : MMTc has right to amend the Leave and License against this tender.

10. **DISPUTE RESOLUTION MECHANISM:-**

ARBITRATION:

In case the bidder is Govt. Dept/Public Sector Undertaking, Administrative Mechanism for Resolution of CPSE Dispute (AMRCD) will be followed for arbitration which is as follows :

- i. “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such dispute of difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.”

In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:

- ii “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTc. The Arbitration Act 1996 shall 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.

The seat of arbitration shall be Kolkata.

JURISDICTION CLAUSE

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Kolkata only.

11. 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 @ 24% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and **binding on the parties**.

12. 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.

13. TERMINATION FOR DEFAULT:-

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of one month, 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.
 - 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.

14. 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.

15. 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.

16. HOLIDAY LISTING:

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

17. The licensee 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.

SECTION – III

DETAILS OF BUILT-UP FLAT AVAILABLE FOR LEASE AND LICENSE AKASH DEEP BUILDING, 4TH FLOOR, ROOM NO.-6, 5, LOWER RAWDON STREET, KOLKATA – 700 020

Sl. No.	Floor No.	Area(in sq. ft.)
1)	4th Floor	2001
	Total	2001 sq. ft.

Detailed attributes of vacant Flat :-

- 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

SECTION IV

(TO BE TYPED ON BIDDER'S LETTER HEAD)
PRICE BID

A.

NAME OF THE BIDDER : _____

ADDRESS : _____

Email ID: _____

Land Line No: _____

Mob: _____

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

Amount in words (Rupees _____ only)

(The rate/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.

Signature of the bidder/Authorized signatory _____

Name of the company with seal _____

Date _____

B. To be filled only when the bid is through Property Borker/Consultant for remittance purpose:

Name and address		
RERA registration number		
Bank details	A/C Name	
	A/C No.	
	IFSC	
	MICR	
GST No		
Aadhar No.		
PAN:		

***Strike out if not applicable**

Signature of the bidder/Authorized signatory _____

Name of the company with seal _____

Date _____

SECTION – V

LEAVE AND LICENSE AGREEMENT

This agreement for **leave and license** made at Kolkata on this _____ day of _____ Two Thousand Eighteen 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 Limited, NIC Building, 4th Floor, 8 India Exchange Place, Kolkata -700 001**, 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 **AAKASHDEEP Building, 4th Floor, Room No. 6, 5 Lower Radon Street, Kolkata 700 020** of **MMTC Limited**, hereinafter called the “Premises” on a monthly consideration detailed hereinafter for residential 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 residential 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 month of the said Premises admeasuring _____ sq.ft.,
 - (b) To pay GST at the prevailing rate.
 - (c) To pay the Municipal Tax, Maintenances charges payable to the Askashdeep Syndicate of the complex or any other taxes/levies for the Premises 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 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 also agrees to pay the Licensor the water charges for the consumption.
 - (f) The Licensee shall deposit with the Licensor an interest free security deposit equivalent to three month’s 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 in favor 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 shall not do, omit or suffer to be done anything whereby the Licensor's right, title and interest in Demised Premises is voided, forfeited or extinguished.
5. The Licensor shall not be responsible and liable for any loss, damage or destruction of the licensee's properties in the demised premises nor will be liable for any bodily injury sustained by any person in the demised premises for any reason whatsoever.
6. 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 without any structural change shall be got done by them at their expense and not the Licensor.
 - c) To pay the monthly license charges in advance @ Rs. _____ per month on/or before the 10th day of each and every month.
 - d) To bear the charges at actual for electricity, water charges, 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 make their own arrangement.
 - f) To maintain the Premises in good condition, subject to normal wear and tear.
 - g) Not to assign, underlet, sublet or create any License in respect of the said Premises or any part thereof and shall not create any encumbrances on 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 flat 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.
 - j) The minimum leasing period will be two (2) years. The leave and license rent will be enhanced by 15% on completion of every 2 years.
 - k) 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.

l) The rights of the licensee within this leave and license agreement is restricted to occupation of the premises for residential purpose only.

m) At all times, the ownership and legal possession and occupation of the said flat shall remain with the licensor only; the licensee shall use and occupy the said flat as licensee only, and shall not claim any title or interest of any nature whatsoever in the said flat.

7. 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.
8. 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 of 18% 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 @ 24% 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.
9. If the licensee commits default in regular and punctual payments of monthly compensation or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the licensor shall be entitled to revoke and/or cancel the license hereby granted, by giving notice in writing of one month and the licensee too will have the right to vacate the premises by giving notice in writing of one month to the licensor as mentioned earlier.
10. The licensee hereby agrees to indemnify and keep indemnified the licensor against any loss, damage (immediate, remote or consequential), action, claim, suit, proceedings, cost, charges and expenses arising out of any cause attributable to the licensee of the said premise, or breach and /or violation of any of the terms and conditions contained herein to be observed and performed by the licensee.
11. 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.
12. The leave 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.
13. Licensor may at any time terminate the agreement by giving *30 days prior* written

notice to the licensee, without giving compensation to the licensee, if the licensee 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 licensor.

14. Immediately on the expiration or termination or cancellation of this agreement the licensee shall vacate the said premises without delay will all his goods and belongings. In the event of the licensee failing and/or neglecting to remove himself and/or his articles from the said premises on expiry or sooner determination of this agreement, the licensor shall be entitled to recover damages at the rate of **Rs. 3000/-** per day and or licensor shall be entitled to remove the licensee and his belongings from the licensed premises.

15. ARBITRATION:

In case the bidder is Govt. Dept/Public Sector Undertaking, Administrative Mechanism for Resolution of CPSE Dispute (AMRCD) will be followed for arbitration which is as follows :

- i. “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs and Excise Departments), such dispute of difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018.”

In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:

- ii. “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The Arbitration Act 1996 shall 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.

The seat of arbitration shall be Kolkata.

JURISDICTION CLAUSE

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Kolkata only.

THIS AGREEMENT SHALL BE DEEMED TO HAVE COME INTO EFFECT ON THE
___TH DAY OF _____ 2018.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hand this
_____ day of month _____, 2018 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) _____

(TO BE TYPED ON BROKER'S/CONSULTANT'S LETTER HEAD)

Annexure – A

M/s _____

Sub: Bidding for renting of Flat in AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.

Ref.: Tender No. _____ dated _____ of MMTC.

Dear Sir(s),

As per your enquiry for renting of suitable flat/accommodation in and around Kolkata, I/We have surveyed and identified the **AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6, 5, LOWER RAWDON STREET, KOLKATA – 700 020.** , which meets your requirement. You may bid for _____ Flat of AAKASH DEEP BUILDING, 4TH FLOOR , ROOM NO.- 6 to meet your requirement. You are requested to participate in the bidding process as per my/our expert advice. The brokerage @ one month rental shall be received from MMTC directly by me/us after acceptance of your bid.

Thanking you,

Yours faithfully,

Signature of the Broker/Authorized signatory _____

Name of the company with seal _____

Date _____