



**CINL51909DL1963GOI004033**

**E-Tender No: MMTC/CO/PROJECTS/HLSG/2016-17/3 Dated: 03.08.2018**

**NOTICE INVITING BIDS FOR COMMERCIAL UTILISATION  
OF  
MMTC LAND AT GOA**

MMTC Limited, A Government of India Enterprise functioning under the aegis of Ministry of Commerce, hereby invites Bids in two bids system for developing land admeasuring approximately 3.5 acres (approximately 12650 sq meters) at Headland Sada, Mormugao, Goa from the National / International parties (who are otherwise eligible to submit bid)/individuals/ firms/ companies/ trusts/ societies, who may be keen in developing the land so that MMTC as the land owner derives commercial value from the land.

Detailed tender may be seen on MMTC web site [www.mmtclimited.com](http://www.mmtclimited.com) and Government website <https://eprocure.in>. Interested bidders may submit their bid in two parts i.e. Technical bid in physical mode in tender box and Price bid through e-tender.

The MMTC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information under this tender.

**1 INTRODUCTION**

**1.1 Background**

MMTC has a Sub-Regional office located at Colaco Building, Vasco da Gama, Goa - 403802. By virtue of a lease deed for 99 years, executed between MMTC Limited and Govt. of Goa, MMTC is in possession of land admeasuring approx. 3.5 acres (approximately 12650 sq meters) of land at Headland Sada Mormugao, Goa from 16.07.1980. As per the terms of the lease, the land can be used for residential and commercial purposes. Part of the land was utilized for construction of 36 flats for the residential use of MMTC employees in 1989. These flats are now unoccupied and in dilapidated condition.

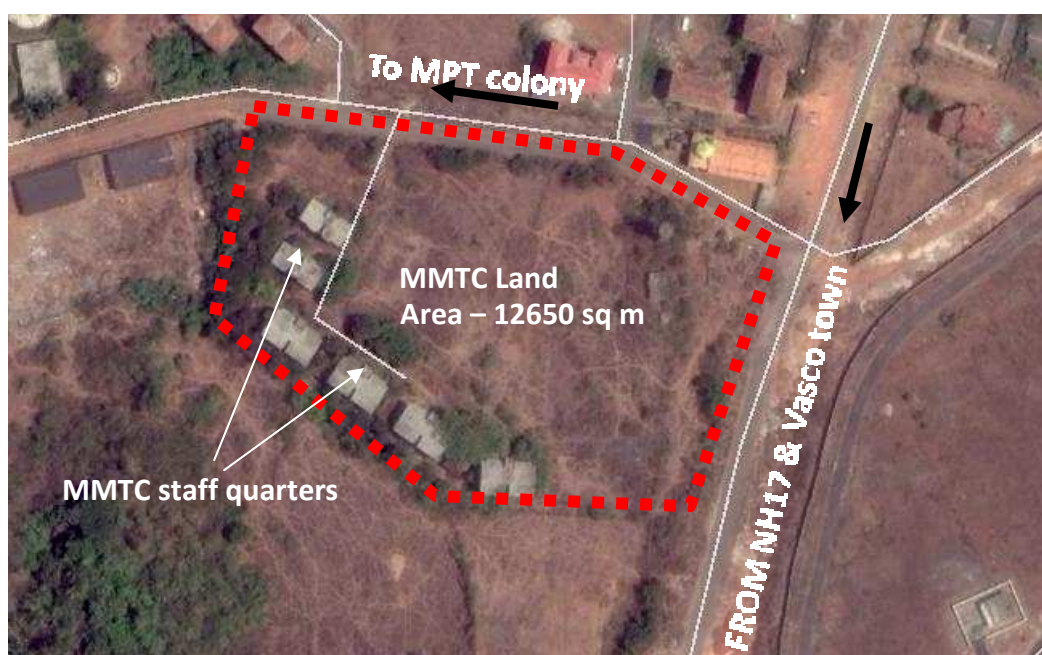
MMTC conceived this tender with an objective to utilize the land to derive commercial value for the property. MMTC shall recover the rent from the

commercial use of the above mentioned land at Goa. It may be noted that the structure constructed on the land can be offered on sub lease subject to approval of local Government authorities.

## 2. LAND: AREA AND TOPOGRAPHICAL DETAILS

### 2.1 Land Details

The total area of MMTC land is 3.5 acres out of which 2.5 acres of land is vacant. At present there are 36 number of flats in 6 buildings constructed in 1989 and then used for residential purpose by MMTC staff. The actual land area in possession of MMTC is 12650 Sq M. The land is adjacent to road from NH17 and road adjoining the northern boundary of the land connects the land to Mormugao Port Trust (MPT) colony.



**Figure 1.1 : MMTC Land at Head Land Sada, Vasco Da Gama**



**Figure 1.2 : Access road to site**

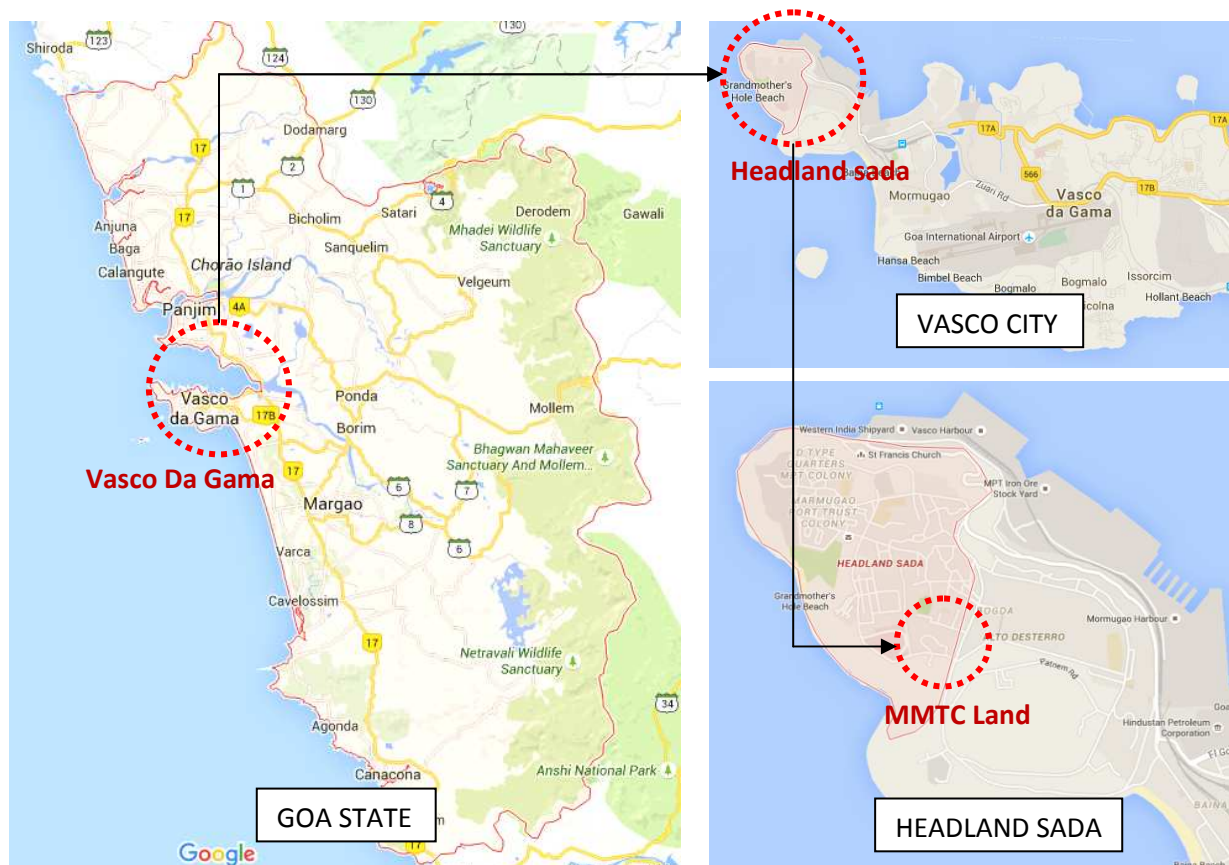
▪ **Land ownership**

The said land located at Headland Sada in the city of Vasco Da Gama was provisionally handed over to MMTC as per the lease agreement between Govt of Goa and MMTC dated 16<sup>th</sup> July 1980. Presently the zoning provisions are (S1 zone for residential) purpose. For commercial activity, approval of Government of Goa is to be obtained by the successful bidder at their cost and efforts.

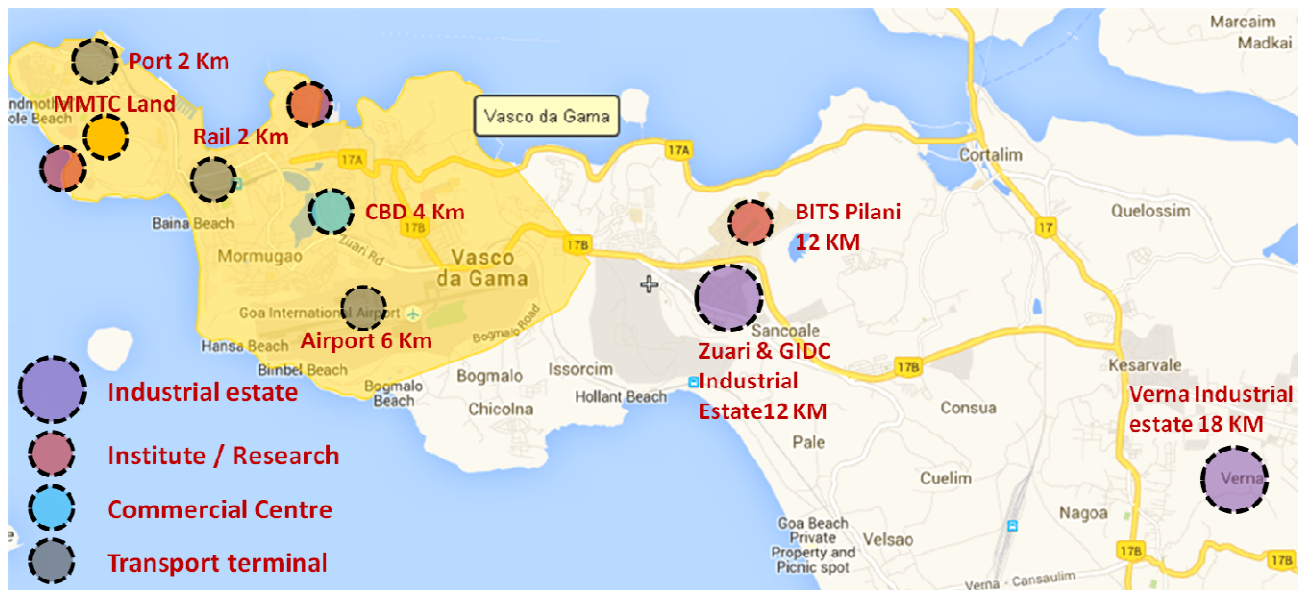
**2.2 Location and connectivity**

The MMTC land is located in Headland Sada region in the western region of the city of Vasco Da Gama in the state of Goa. The Vasco city is located on the West Coast with one of the major ports of India namely Mormugao Port. The map at figure 1.3 shows the location of MMTC land with respect to State of Goa and Vasco city.

The MMTC site at Headland Sada is located on the outskirts of Vasco da Gama and is connected by road through the National Highway 17, by rail through the Vasco Da Gama railway station, by the sea through the Mormugao Harbour and by air through Dabolim Airport.



**Figure 1.3 : Location of MMTC land with respect to Goa and Vasco city**



**Figure 1.4 : Site Connectivity to major nodes**

Road Connectivity	NH 17 A & NH 17 B
Rail Connectivity	Vasco Railway Stn 2 Km
Air Connectivity	5 Km from Dabolim Airport
Port Connectivity	Mormugao port 2 Km

The site has an advantage of being in vicinity of some of the major industrial estates in Goa like Verna Industrial estate located just 18 Km from the site. Along with industrial areas, renowned educational institute of BITS Pilani and some other research centres like Antarctic Ocean Research Centre are located at distance of 12 Km and 1 Km respectively.

**Table 1-1 : Site Connectivity to major nodes**

Region	Distance from the MMTC land
<b>Urban centres</b>	
Panaji	30 Km
Mumbai	600 Km
<b>Industrial estates</b>	
Verna industrial estate	18 Km
Zuari Industrial estate	12 Km
GIDC industrial Estate	12 Km
<b>Commercial centres</b>	
CBD Vasco	2 Km
<b>Educational and research institutes</b>	
BITS Pilani	12 Km
Antarctic Ocean Research Centre	1 Km
Institute of ship building technology	1 Km

**2.3 Site context:** The MMTC land at Headland Sada belongs to the area which is mainly dominated by commercial, industrial and naval allied activities due to vicinity to the major port of Mormugao. The major portion of the



- |   |                       |    |                                      |
|---|-----------------------|----|--------------------------------------|
| 1 | MPT quarters          | 6  | FCI Godown                           |
| 2 | MPT Hospital          | 7  | Naval Area                           |
| 3 | Goa Dumping ground    | 8  | Institute of Shipbuilding Technology |
| 4 | Ocean Research Centre | 9  | Mormugao Port Area                   |
| 5 | Sub Jail              | 10 | HPCL Area                            |

**2.4** Headland Sada is covered under Mormugao Port Trust area located on the northern side of the MMTC land. The Mormugao Port Trust township includes schools, residential complexes and amenities mainly for employees of the Port. There are couple of research Institutes located in the vicinity of the land namely Antarctic Ocean Research Centre and Institute of Shipbuilding Technology. The following figure shows major land uses in the context of MMTC land.



**Figure 1.5 : Mormugao Port**



**Figure 1.6 : Antarctic Ocean Research Centre**

## **2.5 Topographic survey of site**

Observation during topographic survey:

- 2.4.1** Site has undulating terrain and gradually sloping towards south-west direction.
- 2.4.2** Site area under MMTC possession admeasures around 3.5acres i.e. 12650 sq.m. as per land record; out of which 2.5 acres of land is vacant at present.
- 2.4.3** There are six buildings on site constructed in 1989 and then used for residential purpose by MMTC staff. But presently these structures are in dilapidated condition and hence, vacant. One security cabin exists on site near the entrance gate.
- 2.4.4** One overhead water tank does exist on site at north-east corner of plot.



**Figure 1.7 : Site photos**



Existing security cabin near entrance



Existing dilapidated structure of MMTC staff quarters 7



Existing drain on site

Entrance gate to site

Overhead water reservoir exists on site

**Figure 1.8 : Existing features on site**



### **3 ZONING PROVISIONS**

#### **3.1 Land use zone as per Regional Plan**

Presently the MMTC land is in Settlement Zone S-1. This Zone could be changed as per project requirement. FSI Permissible for Transportation zone T-1 is 1 as per extant rules.

#### **3.2 Statutory and regulatory approvals:**

The site for the proposed project falls within the limits of Mormugao Planning and Development Authority (MPDA) and is under the jurisdiction of South Goa Collector. For development of project following statutory/regulatory approvals will be required and are summarised below authority wise:

**3.2.1 Consent from Collector South Goa :** The land is leased to MMTC by Government of Goa for 99 years and as per Clause no 3 and 4 of Lease Deed dated 28<sup>th</sup> July 2005, MMTC cannot sub lease or transfer or change the use without prior permission of Lessor i.e. Collector South Goa. Hence consent from Collector would be needed for sub leasing the structure and change in use other than residential and commercial. An application by the successful bidder along with MMTC with full proposal details will have to be submitted for the consent.

MMTC will issue Letter of Intent to the successful bidder by giving four months time to obtain the clearance from the concerned Authorities from the Goa Government. If the Successful Bidder is unable to get the clearance from the concerned Authorities within a period of four months time, then on the request of the successful Bidder, period can be extended further for two months.

The decision whether to grant further extension or scrap the tender after expiry of six months rests with MMTC only.

#### **3.2.2 Change of Zone from Town and planning Board, Govt. of Goa:**

Presently the site falls in S1 zone (Settlement Zone) in which only residential and commercial activity is permitted. The proposed warehousing / other industrial activity is not permitted under S1 Zone as per Clause 6A.2.1 of THE GOA LAND DEVELOPMENT AND BUILDING CONSTRUCTION REGULATIONS, 2010. However, for warehousing / light Industrial use the zone may have to be changed as per clause 6A.1 Table VII wherein warehousing is permissible in 'T' Zone Transportation Zone. Hence changes in zone, change permission have to will be obtained from Town and Planning Board, Govt. of Goa.

**3.2.3 Clearance from Coastal Zone Management Authority (CZMA):** The land is situated within 500 m from High Tide Line (HTL) and is in Coastal Regulated Zone II (CRZ) as per published coastal zone management plan for Goa. Prior permission from Goa CZMA for any development on the site under consideration will be required.

**3.2.4 Development permission:** After consent from Collector South Goa for proposed development, change of Zone from S-1 to T Zone and clearance from Goa CZMA development permission as per GOA LAND DEVELOPMENT AND

BUILDING CONSTRUCTION REGULATIONS, 2010 will have to be taken from MPDA as per Regulation no 3.1.

### **3.2.5 Food and Drug Administration of India (FDA) approvals:**

As a prerequisite condition for Pharma Companies, the approval from FDA would have to be obtained for pharma warehousing activities considering the vicinity of municipal dumping ground.

**3.2.6** The above is not an exhaustive list and based on proposed commercial activity clearances / permissions from other statutory authorities like Health, Municipal Authorities, etc. may be needed.

## **4 INFRASTRUCTURE AVAILABILITY.**

### **4.1 Infrastructure availability at Project Site**

Physical infrastructure components such as Water supply, Electricity supply are already developed on site due to the existence of MMTC staff quarter's buildings on site. Also, the neighbourhood development of the site shows already developed physical infrastructure in terms of road, water supply, electricity, sewerage system etc. There are two Elevated Service Reservoirs (ESR) in the vicinity of site which supplies the water to neighbourhood MPT township. Existing compound wall on site is not in good condition and broken at few places and would need to be reconstructed.

The Vasco city municipal dumping ground is located just abutting the site which is the nearest dumping ground which would be perhaps used to dump the waste generated within the site.

### **4.2 Site potentials**

- **Strategic location**

Vicinity to major transport terminals like Airport, port, Railway put the MMTC land at strategic location and make favourable conditions for the development of commercial and logistic activities. Mormugao Port and Dabolim Airport are located at a distance of 2 km and 6 Km from the MMTC land respectively. These transport terminals are easily accessible from the MMTC land.



**Figure 4.1 : Mormugao port**



**Figure**

**4.2 :**

**Dabolim  
Airport**

- **Good**

### **connectivity and accessibility**

Site is very well connected to major transport terminals like Mormugao Port ( 2 Km), Vasco Railway station ( 2 Km ) and Dabolim Airport ( 6 Km ) which is an added advantage for commercial, light industrial and logistic development.

- **Availability of physical and social infrastructure**

The neighbourhood development of the site shows already developed physical infrastructure in terms of water supply, electricity etc.

In case of social infrastructure site has many renowned schools, colleges, hospitals in proximity. This also includes the schools and hospitals developed by MPT.

### **5. PROHIBITED USES**

Following uses will be prohibited in the land allotted:

- 5.1** Casino and gambling house.
- 5.2** Slaughterhouse.
- 5.3** Storage area for hazardous goods.
- 5.4** Mining
- 5.5** Hazardous chemical industry including tannery, explosives and inflammable material.
- 5.6** Arms and Ammunitions

### **6. Terms and Conditions**

**6.1** 'MMTC', invites tender for developing land admeasuring approximately 3.5 acres of land (land admeasuring 12650 sq meters) at Headland Sada, Mormugao from the National / International parties individuals/firms/companies/trusts/societies, who are keen in developing the project. MMTC shall recover the rent from the commercial use of the above mentioned land at Goa.

**6.2** Zoning Provisions: The present zoning as per planning authority have been detailed. Further the requisite approvals for conversion of leased land and its

utility shall be obtained by the prospective bidder on behalf of MMTC. MMTC will issue the no objection wherever required for this purpose. In the event the land authorities decline to issue the necessary approvals for conversion of land usage to the successful bidder, the EMD /Performance Guarantee will be returned to the successful bidder. However there would be no refund of sum by way of any fees, charges etc paid by the bidder to the Authority in the course of seeking approvals as well as any rent paid from the commencement of lease agreement.

**6.3 Water and Electricity:** MMTC will issue necessary documentation for procuring these utilities from the authorities. It is however, the successful bidder's/lessee's responsibility, to make arrangements as per their needs at their own costs.

**6.4 Reserve Price** – Successful bidder would be required to pay all charges related to the land by whatsoever name (land rent, user charges, water charges, Property tax, any other tax, duties etc) collected by state govt, local bodies or any other authorities. Any increase in these charges would be to the account of successful bidder. The present lease charges payable for the 3.5 acre land(approx 12650 sq meters) is Rs 3,50,000 per annum.This is subject to revision/change by Government of Goa. Over and above these charges, minimum Rs. 5 lakhs (Rupees Five Lakhs) per annum premium or the lease rent charged by Government of Goa on the date of signing the sub lease agreement under this tender with the successful bidder would be the premium payable to MMTC(whichever is higher). Bidders are required to quote the annual premium (not less than Rs. 5 lakhs) basis payable to MMTC. **The bidding variable under this tender would be the annual premium quoted by the bidder over and above the minimum reserve premium of Rs 5 lakhs per annum or the lease rent charged by the Government of Goa whichever is higher. In addition to the premium payable by bidder, the charged related to land (lease rent, user charges, and water charges. Property tax, any other taxes /duties) will also be borne by successful bidder at actuals. It may also be noted that if there is any change in the lease rent charged by Government of Goa during the tenure of lease, same would be borne by the successful bidder and additionally the premium amount equivalent to the lease rent would be required to be deposited with MMTC.** Thus the premium to be paid by the successful bidder would vary according to the lease rentals charged by Goa from time to time. Premium payable by the successful bidder to MMTC would never be less than the lease rent in whatsoever nomenclature payable to Government of Goa.

**6.5 Access:** Existing Access can be used.

**6.6 FSI restrictions** remain as per town planning norms.

**6.7 MMTC reserves rights** to accept or reject any of the bids without assigning any reason thereof.

**6.8 Pre-bid meeting:** In case queries are received from the prospective bidders, a pre-bid meeting shall be conducted 13.08.2018 at the sub-regional office of MMTC at Vasco-da-Gama, Goa. Queries should be e-mailed latest by 10.08.2018 to email id [apm@mmtclimited.com](mailto:apm@mmtclimited.com).

**6.9** Visit to site: Bidders may visit the site at their own cost. It may be possible to conduct a site visit along with MMTC officials and see the land. However such visits by MMTC officials cannot be claimed as a matter of right.

**6.10** A lease agreement as per format at Form E would also be entered with successful bidder.

**6.11** Period of development will be 2 years max. from date of handing over of site.

**6.12** The bidding process for selection of the bidders for the project will be carried out in two stage (two packets) system consisting of Technical bid to be submitted in tender box in the first stage and Price bid through online e-tendering.

**6.13** The bid validity period to be kept for 120 days from the date of opening of bid.

**6.14** The bidders can examine relevant papers of the site such as allotment documents etc. available with MMTC, Goa.

**6.15** Bidders are required to quote for the comprehensive development of entire land as a single unit. Bids received for part land will be rejected.

**6.16** Successful Bidder is required to undertake that they would hand over the land to MMTC on completion of lease agreement period in the same shape and condition as delivered to them or in a condition acceptable to MMTC/Government of Goa demolition of existing building is allowed hence MMTC will not insist for any building on the land at the time of handing over land to MMTC.

**6.17** In case, the H1 bidder fails to submit PBG/PG then MMTC has the option to give offer to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PBG or rejects the offer, then MMTC has the option to give offer to H3 bidder at H1 bidder's price. This option, however, shall be restricted only up to H3 bidder only.

### **Bid participation**

**6.18** Processing fee: Demand Draft favoring 'MMTC Limited' for Rs.5,000/- plus GST of 18%, payable at New Delhi, drawn on any scheduled bank, should be enclosed along with the tender. This is not refundable and non interest bearing. The bid processing fee is non-refundable/non-transferrable. The cost of bid document has to be paid before due date of submission of bid.

**6.19** Schedule of bidding process

<b>S.No.</b>	<b>Event Description</b>	<b>Date &amp; Time</b>
1.	Uploading of tender	<b>03.08.2018</b>
2	Last date for receipt of queries	<b>10.08.2018</b>
3.	Pre bid meeting	<b>14.08.2018 at 1500 hrs IST</b>
4.	Technical bids and E-Bid due date/bid submission date	<b>23.08.2018 by 1500 Hrs (IST)</b>

5.	Opening of Technical bids	<b>23.08.2018 at 1600 hrs</b>
6	Opening of Price Bids	<b>27.08.2108 at 1500 hrs</b>

**6.20** It may be noted that structure has to be constructed on the land for warehousing/other industrial activity subject to approval by the concerned authorities of Goa government and lease rights would be granted by MMTC to the party for construction of infrastructure. The necessary permission for conversion of land and approval of local authorities will have to be obtained by the prospective bidder at their own costs.

**6.21 Bid Security**

The amount of bid security in the form of EMD is Rs. 3 lakhs, which could be in the form of DD/Pay Order/RTGS or in the form of Bank Guarantee as per format attached at Form D. Bids security of unsuccessful bidders will be returned after award of contract to successful bidder or expiry of offers (i.e 120 days from date of opening of bid).

**6.22 Payments**

Lease rent and premium to be quoted by the bidder would commence from the date of contract. The premium to be paid to MMTC would be the equivalent lease rent payable in whatsoever nomenclature to Government of Goa for the land or Rs.5 (Five) lakhs whichever is higher Other charges related to the land by whatsoever name (land rent, user charges, water charges, Property tax, any other tax, duties etc) collected by state govt, local bodies or any other authorities would be at actuals. Any increase in these charges would be to the account of successful bidder.

The Successful bidder shall pay to MMTC the land rent, user charges, water charges, Property tax, any other tax, duties etc payable to the state govt, local bodies or any other authorities at least 30 days before the due date and submit a copy of receipt with Estate Division of MMTC Goa & Mumbai office at least 15 days before the due date.

The Successful bidder shall also pay the electricity charges and other Govt dues (which are payable directly by the occupant) well within the due date and submit a copy of bill and receipt with Estate Division of MMTC, Goa & Mumbai office.

Premium quoted by the bidder would be payable to MMTC by the successful bidder in advance. Say premium for FY 2020-21 shall be payable latest by 31-03-2020. MMTC shall raise one invoice for annual premium due to MMTC. Since, MMTC is a registered dealer, in addition to the premium, applicable GST would also be payable by the successful bidder.

For all other dues, MMTC shall issue periodical invoice/Debit note, as and when required.

**6.23** Site would be handed over on 'As is Where is' basis and successful bidder would be responsible for the demolition and disposal of debris of the existing structure for which no compensation will be paid by MMTC.

**6.24** Successful bidder is required to furnish the financial Bank Guarantee (as per format at Form F for Rs. 15 lakhs covering due performance of the lease agreement. The tenure of the performance guarantee will be initially valid for a period of 5 years to be extended from time to time till the validity of the agreement.

**6.25** In case MMTCs lease cancelled by the Government for any reason, this lease agreement will also get terminated from the date of cancellation of lease by the Government. MMTC will be not be liable for compensation/ damages/penalty. MMTC will not accept any claim of successful bidder (sub –Lessee) for any reason, whatsoever.

**6.26** Exit Clause: It may be noted that the lease agreement can be terminated by either party by giving 30 days notice for any material breach of obligations by either side.

**6.27** The land will be allotted to the successful bidder on sub lease for a maximum period of 30 years from the date of signing of Lease Agreement.

**6.28** The Sub Lessee will be required to execute and register a Lease Deed in respect of the demised land at his own cost after making all requisite payments related to the proposed lease of land.

**6.29** No sub lease /subletting or parting with possession of the leased land will be allowed.

## **7. Guidelines for Bidders**

**7.1.** Submission of the tender : Interested parties may download "tender " from MMTC web site [www.mmtclimited.com](http://www.mmtclimited.com) or <http://eprocure.gov.in> Interested parties may submit their "bids" in the following manner:

**7.2.** Technical bids (to be submitted in hard copy and deposited in the tender box kept at MMTC office):

**7.2.1** The interested party should submit copies of their KYC documents like Pan Card, Bank account details, audited accounts (if available) for last 3 years, GSTIN .

**7.2.2** Back ground details of the Party including the annual turnover, activities, field of similar type of experience.

**7.2.3** Name and address of firm along with Contact persons (s) and contact details.

**7.2.4** Legal Documents ascertaining legal status for the bidders:

- a.** Individuals: Copy of self attested Aadhar card required
- b.** Partnership firms: Copy of Registered partnership deed.
- c.** Company: Memorandum and Articles of Association.
- d.** Trust / Society: Memorandum and Articles of Association.

**7.2.5** Copies of income tax returns for last 3 years along with annual reports of party

**7.2.6** Proposed time frame for carrying out the assignment from date of signing of lease agreement with the MMTC

- 7.2.7** Form A – Covering Letter.
- 7.2.8** Demand draft towards processing fee of Rs.5,000/-+ GST @ 18%.
- 7.2.9** Form B – Financial Bid
- 7.2.10** Bid Guarantee for Rs 3 lakhs (See Form C for Bid Bond Proforma) .
- 7.2.11** Form F - Proforma of declaration regarding banning of business dealings
- 7.2.12** Form G – Mandatory information from Bidders Signed & Stamped copy of full set of tender as a token of acceptance of terms and conditions of the tender
- 7.2.13** Form H – Integrity Pact (to be executed by bidder where contract value is above Rs 20 crores and attached with technical bid)
- 7.2.14** Duly countersigned by the banker of bidder and one cancelled Cheque.

## **8. Bid Security/EMD**

- 8.1** The Bidder shall be required to deposit along with its bid a Bid Security in the form of bank guarantee having minimum validity of 180 days from the Bid Submission Date, with the stipulation to keep the offer open till such date as specified in the Bid or the extended period as mutually agreed between MMTC and the Bidder.
- 8.2** Bid Security may be accepted in any of the following forms if the instrument is in favour of MMTC Limited payable at New Delhi: Pay orders, demand drafts, banker's cheques of the State Bank of India or of any of the nationalized banks or any scheduled bank approved by the Reserve Bank of India. No interest would be payable on Bid Security amount.
- 8.3** Bid Security may also be accepted in the form of an unconditional and irrevocable Bank Guarantee issued in name of "MMTC Limited " payable at New Delhi and issued by a Nationalized/Scheduled Bank having a minimum networth of Rs.500 crore and Capital Adequacy Ratio (CAR) of minimum 9 %. The Bank Guarantees would be accepted only after due verification by MMTC.
- 8.4** The Bid security of Bidders other than the Selected Bidder shall be returned to them without any interest on or before award of work.
- 8.5** If a Bid is accepted, the Bid Security of Selected Bidder mentioned above will be refundable only after the signing of Lease Agreement between MMTC and the bidder and submission of Financial BG for Rs 15 lakhs with initial validity of 5 years which shall be submitted to MMTC and open to renewal at the discretion of MMTC. The performance guarantee has to be kept valid till the tenure of entire lease agreement.
- 8.6** BG issuing bank should be instructed to forward the original BG directly to MMTC, New Delhi. Original BG, Demand draft, Pay order, fund transfer etc should reach MMTC atleast two working days before the due date & time of opening the technical bid. Bidders to submit a copy of BG, DD, Pay Order, Bank advice alongwith the technical bid documents. Fund transfer should be to the following bank account:  
Bank - State Bank of India



CC Account No - 10153336781  
IFSC Code: SBIN0004116  
Swift:SBININBB229  
Branch - Commercial Branch, Shree Vidyadhiraj Bhavan, Francisco Luis  
Gomes Road, Vasco da Gama-Goa-403802. Phone Nos.0832-2514272 /  
2514229  
Branch Code - 4116

**8.6.1** BG should be from a nationalised bank / schedule bank other than Co-operative Bank, Gramin Bank, Nainital Bank and Dhanlakshmi Bank.

## **9. Forfeiture of Bid Security**

The EMD/Bid Security shall be forfeited if the Bidder/ Lessee,

- 9.1** Engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
- 9.2** Withdraws or modifies its Bid during the Bid validity period or the extended period;
- 9.3** Imposes any condition within the Bid validity period or the extended period;
- 9.4** If selected as the successful Bidder and fails within the specified time:
  - (i) to acknowledge the receipt of Letter Of Award unconditionally; or
  - (ii) to execute the Lease Agreement as per the draft lease agreement enclosed without imposing any condition; or
  - (iii) Fails to furnish the Performance Guarantee within the specified period.

## **10.0 Submission of Bids**

**10.1** Bidders shall submit their offers separately in two-bid format:

- 10.1.1** Part A: Technical Bid: (physical format /hard copy). The documents to be enclosed with technical bid are
- a) Form A
  - b) MMTC NIT Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of Tender enquiry and acceptance of all terms and conditions of the e-tender
  - c) Authority letter
  - d) Integrity pact,
  - e) Mandatory Details of Bidder (Form H), DD/Pay order drawn in name of MMTC Limited towards Bid processing fee of Rs 5000 plus GST of 18%
  - f) Bid Security/EMD as described in para 8.

Technical bid to be deposited before **1500 Hrs (IST) on 23.08.2018** in the tender box placed at III floor at the following address:

Dr. A P. Mishra, Additional General Manager (Projects) MMTC Limited, Core 1 Scope Complex, Lodi Road, New Delhi 110003

**10.1.2** Part B - Price Bids are also to be submitted latest by **1500 hrs IST on 23.08.2018** through electronic mode

**10.1.3** Both bids "**TECHNICAL BID**" and "**PRICE BID**" are to be submitted latest by **1500 Hours IST on 20.08.2018** Technical Bid is to be deposited in the tender box kept at III rd Floor MMTC Limited , Scope Complex 7 Lodi Road , New Delhi 110003 and Price Bid is to be uploaded in the respective option field on the online portal . **Price bid is not to be deposited with technical bid.** Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to: website <https://mmtc.eproc.in> for registration and submission of price bid on electronic mode.

**10.1.4 INSTRUCTION / HELP FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED.**

**10.1.5 PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED.,**

**10.1.6** Technical Offers should be submitted as per Bids format provided at Form A and Form B.

**10.1.7** The technical bid of tender shall be **opened at 1600 hrs. IST on 23.08.2018** and price bids shall be opened at **1500 hrs. IST on 27.08.2018** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

**10.1.8** Any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.

**10.1.9** Each page/document must be signed by the Bidder.

**10.1.10** Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.

**10.1.11** MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

**10.1.12** The Bidder will be deemed to have visited the Site and inspected the same to acquaint itself about all the existing site conditions, laws and regulations, etc. before submitting its Bid. The Site will be leased by MMTC on "as is where is" basis and no claim whatsoever, in respect of the Site or its conditions will be admissible from the Selected Bidder. Once the Bid is submitted to MMTC, no Bidder will be

permitted to withdraw its Bid on the ground of any alleged defect in the Site or its conditions or the title of MMTC thereto.

**10.1.13** All contents of the Bid Should be typed or hand written in indelible ink and signed by the Bidder/authorized signatory/representative of the Bidder who shall also initial each page, in **blue ink**. The Bidder should submit a power of attorney as per the specifications and requirements in the Bid Form authorizing the signatory/representative to commit the Bidder. The Power of Attorney must include the specimen signature of the authorized signatory/representative duly attested by an authorised person under applicable laws, which may include a Company Secretary/Director (of Board of Directors) or similar authorized person of the Bidder.

## **11.0** Withdrawal of Bids

(a) A Bidder may withdraw its Bid after submission, provided a written notice of withdrawal has been received by MMTC prior to the deadline prescribed for technical Bid submission. A withdrawal notice should be received and duly acknowledged by MMTC prior to the deadline for submission of Bids,

(b) No Bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the Bid validity period. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Bid Security. Bid withdrawal notice sent earlier but received after the deadline for submission of Bids may result in forfeiture of Bid Security. In case the Bidder after the Bid submission date and within the Bid validity period, by any way of communication, imposes any condition that is not acceptable to MMTC, the Bid will be considered as conditional and will be treated as withdrawal of the Bid by the Bidder, In such case, the Bid Security shall be forfeited.

## **12.0** Responsiveness of Bid

**12.1** MMTC will determine whether bids submitted are 'responsive' to the requirements of the Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

**12.1.1** It is received by the deadline for submission of Bid/Proposal;

**12.1.2** It contains information complete in all respect as required in the Bid Documents {in the formats specified};

**12.1.3** It is signed, sealed and marked as stipulated;

**12.1.4** It is accompanied by receipt of Bid Document Fee;

**12.1.5** It is accompanied by the Bid Security, (EMD)

**12.1.6** Payment of tender fee of Rs 5000 plus GST of 18%.

**12.2** If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive The decision of MMTC on the

responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is not responsive shall be rejected.

### **13. Fraud and Corrupt Practices**

**13.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, MMTC shall reject a Bid, withdraw the LOA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Selected Bidder/ Lessee, if it determines that the Selected Bidder/ Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, in addition to exercise of its right of termination, MMTC shall forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to **MMTC**, without prejudice to any other right or remedy that may be available to MMTC hereunder or otherwise

**13.2** For the purposes of this Clause, the following terms shall have the meanings hereinafter respectively assigned to them:

**13.2.1** "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MMTC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MMTC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of MMTC in relation to any matter concerning the Project;

**13.2.2** "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process,

**13.2.3** "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

**13.2.4** "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MMTC and/or any Ministry or department, authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this Bid, with the objective of canvassing, lobbying, seeking intervention .

#### **14 Performance Guarantee**

Selected Bidder shall deposit the Performance Guarantee for Rs 15 lakhs (Rs 15,00,000/ ) in the form of financial bank guarantee as per form F initially for a period of 5 years and subsequently renewed till the entire obligations under the lease agreement are completed by the successful bidder. Performance guarantee will be encashed for any default of successful bidder in due performance of lease agreement.

#### **15 Execution of Lease Agreement**

The Bidder whose bid is accepted shall be required to appear in person at the office of the Additional General Manager, MMTC Core 1 Scope Complex or MMTC office at Goa and execute the Lease Agreement as per format at Form E within 120 days of issue of LOA by MMTC after fulfilling following conditions within 105 days of issue of LOA:

- a) Acknowledgement of the Letter of Acceptance issued by MMTC within 7 (seven) days of its receipt by signing and returning its duplicate copy to MMTC.
- b) Payment of the full amount of Lease Premium for the first year.
- c) Submission of Performance Guarantee.

Bidders are required to carefully peruse the terms of the lease agreement as per Form E. The lease agreement would be signed subject to receipt of permission from concerned Authorities of Government of Goa, as specified in clause 3 of this tender.

#### **16. Form of Lease Agreement**

Each Lease Agreement shall be complete in respect of the document it shall so constitute. Not less than 3 (three) copies of the Lease Agreement shall be signed by MMTC and the Lessee and one copy given to the Lessee. The Lease Agreement required to be executed by the Bidder whose Bid is accepted shall be as per specimen form specified in the Bid Form. The stamp duty and registration fees for registering the Lease Agreement, if required under Applicable Laws shall be borne and paid by the Selected Bidder/Lessee.

MMTC will enter into lease agreement with the successful bidder (who has been issued Letter of Intent) only after requisite permissions obtained by the bidder from the concerned Authority of Goa. Pursuant to signing of lease agreement, all payments as specified in Clause 6 will be to the account of bidder.

#### **17. Arbitration**

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the contract.

## **18. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person, who is not officially concerned with the process or is not a retained professional advisor advising MMTC in relation to, or matters arising out of, or concerning the Bidding Process. MMTC will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MMTC may not divulge any such information unless it is directed to do so by a Court of Law and/or any statutory entity that has the power under law to require its disclosure.

- 18.1** MMTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 18.2** Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 18.3** Consult with any Bidder in order to receive clarification or further information;
- 19** All expenses in the maintenance, upkeep and security of the land/built up area shall be borne by the successful bidder. MMTC shall not bear any expenses on this count for the entire period of lease agreement.
- 20** The Bidder shall have total obligations to return the total MMTC Land at the expiry of the Agreement.
- 21** **Compensation:** In the event the lessee does not vacate the premises within days on expiry/termination of the lease agreement, he shall be liable to pay compensation to MMTC at the rate of 13.45% per annum till the time premises are handed over to MMTC.

**FORM - A**

**BID FORM 1: Covering Letter**

**E-Tender No:MMTC/CO/PROJECTS/HLSG/2016-17/3, Dated: 03.08.2018**

**Letter No:**

Dated:

**To,**

Chairman and Managing Director  
MMTC Limited  
Core 1 Scope Complex  
7 Lodi Road  
New Delhi -110003

**Sub:- Bid for Grant of lease for Commercial Development of 3.5 acres  
(Admeasuring 12650 sq meters) Sada Headland Goa**

Dear Sir,

1. With reference to your Bid Document No \_\_\_\_\_ dated , I/We (Name of Bidder )hereby undertake that we have perused the bid documents and understood the contents .,
2. My/Our Bid is unconditional and unqualified.
3. I/We also agree to keep this offer open for acceptance for a period of 120 days from the Bid Due Date.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the MMTC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Sub Lessee for the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Sub Lessee for the aforesaid Project.
7. I/ We shall make available to the MMTC any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I/ We acknowledge the right of the MMTC to reject our Bid without assigning any reason thereof or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever. Any right to contest the decisions of MMTC in this respect are

totally and completely surrendered.

9. I/ We certify that in the last three years, I/we/ have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
  - a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by MMTC; and
  - b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the Bidding Process; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the MMTC or any other public sector enterprise or any Government , Central or State; and
  - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of The Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws or by any blacklisting order; and
  - f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
11. I/ We understand that MMTC may cancel the Bidding Process at any time and that MMTC are neither bound to accept any Bid that MMTC may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
12. I/We believe that I/We satisfy the Technical and Financial Eligibility specified in the Bid Documents.
13. I/We declare that I/We are/ not a Member of any other Bidder submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.



15. I/We further certify that in regard to matters relating to security and integrity of the country, I/We have/has not been charge- sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us. /We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/employees/partners (as may be applicable )etc.
16. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate MMTC of the same immediately.
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MMTC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Lease Agreement in accordance with the draft Lease Agreement (As per Annexure D). We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and have also surveyed \_\_\_\_\_ the \_\_\_\_\_ Site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MMTC or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.
20. Bid Security of INR 3 lakhs (Indian Rupees Three Lakhs only)is herewith submitted in the form of Banker's Cheque/ Pay Order/ Demand Draft/ Bank Guarantee (*strike out whichever is not applicable*) or has been paid online to MMTC in accordance with the Bid Documents. I/We understand that the full value of the Bid Security shall stand forfeited in case I/We fail to fulfil the requirements laid down in the Bid Documents for the purpose.
23. Our Financial Proposal is made online. The Lease Premium has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Project Cost and implementation of the Project.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened or rejected.
27. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for MMTC to

reject our Bid and forfeit the Bid Security. I/We has/have examined the relevant papers for the Site available with MMTC including the documents, land plan and property card before submission of the Bid. MMTC shall not be held responsible for any delay on account of any shortcoming in such papers such as land plan, property card etc., and no demand for any compensation shall be raised against MMTC on this account.

28. I/We, agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement.

Name of the Bidder: .....

Status: Individual / Proprietary concern / Partnership firm/ Company/ Trust/ Society/ Others (Specify)

Ordinary Business of the Bidder: .....

Year of Formation / Incorporation (Date of Birth for Individuals).....

Financial Indicators for Last Three years (Audited):

	2015-16	2016-17	2017-18
Gross Sales			
Profit After Tax			

Purpose for which land is likely to be utilized:

Warehousing / Housing / Commercial / Industrial

Description of the purpose:

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Seal of the Bidder/(Signature of the Bidder/Authorized Signatory)

(Name and designation)

Date:

Place:

**FORM - B**

**BID FORM : Financial Proposal**

**{on the authorised Letter head of the Bidder}**

MMTC Tender no **E-Tender No: MMTC/CO/PROJECTS/HLSG/2016-17/3** Dated:  
**03.08.2018**

I/We agree to abide by this Bid, which consist of our financial offer hereto, for a period of 120 (one hundred and twenty) days from the Bid Due Date and it shall remain binding on us and may be accepted by you any time before the expiration of the said period.

I /We offer Rs \_\_\_\_\_ **Plus applicable GST, Per Year, lump-sum** as Lease Premium for grant of lease rights of 12650 sq meter land at Sada Headland Mormagoa for period of thirty years from the **date of signing the lease agreement** .The lease premium will be in addition to the charges related to the land like lease rent, user charges, water charges, property tax and any other tax/surcharge levied on the land. The Lease Premium with aforesaid charges will be paid to MMTC.

We also agree that premium payable by us under this tender would be the premium quoted by us or the lease rent charged by the Government of Goa in whatsoever nomenclature whichever is higher. This will be born by us unequivocally. We also agreed to pay lease rent, user charges, water charges, property tax, any tax/ surcharge levied on land alongwith premium as defined in bid documents.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Seal of the Bidder/(Signature of the Bidder/Authorized Signatory)

(Name and designation)

Date:

Place:

**DIGITALLY SIGNED AND SUBMITTED ONLINE**

## **FORM - C**

**BID BOND PROFORMA** (issued by a Nationalized/Scheduled Bank having a minimum networth of Rs1000 crore and CAR of minimum 9 % )

MMTC Limited  
Core 1, Scope Complex,  
7 Institutional Area,  
Lodhi Road,  
New Delhi-110 003 (INDIA)  
Dear Sirs,

WHEREAS M/s \_\_\_\_\_(Bidder) wishes to submit bid under tender no **E-Tender No: MMTC/CO/PROJECTS/HLSG/2016-17/3 Dated: 03.08.2018** issued by MMTC Limited for utilization of land at GOA, (hereinafter referred to as "MMTC) and the Bidder is required to submit a Bid Bond value of Rs Three lakhs(Rs 3,00,000/) only as a guarantee for fulfillment of all the terms and conditions of offer. In view of the above , we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC the amount of Rs Three lakhs only in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by MMTC

shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till \_\_\_\_\_ at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to Rs three lakhs only (Rs 3,00,000/) and it will remain in force upto \_\_\_\_\_ till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till \_\_\_\_\_ all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under.

We, \_\_\_\_\_Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the constitution of said Bidder/MMTC.

It is certified that Net worth of the .....(BG issuing bank) is more than Rs.500 Crores and Capital Adequacy Ratio of the bank is 9% or more as on 31-03-2018.

DATED:  
PLACE: BANK

**BG shall be issued through SFMS details of MMTC's Banker is as under:**

**Name: MMTC Limited**  
**Bank and Branch State Bank of India, Pragati Vihar Branch, Scope Complex,**  
**Lodhi Road, New Delhi-110003**  
**SFIET SBININBBH42**  
**Account no: 52142903753**  
**IFSC: SBIN0020511**  
**MICR:110004005**

## Form D

### FORM OF LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease Agreement**") dated this [•] day of [•] 20xx ("**Effective Date**") is entered into at \_ by and between:

1. MMTC Limited , a Company incorporated under the Companies Act 1956 having its office at Core 1 Scope Complex Lodi Road New Delhi

(hereinafter referred to as "**MMTC**", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. \_\_\_\_\_, the Authorised Signatory, as

authorised vide Office Order No. \_\_\_\_\_ dated \_\_\_\_\_ of the  
**FIRST PART;**  
**AND**

2. [*insert name of the Sub- Lessee*], a company/individuals /firms/trusts /societies having its registered office at [*insert address*] (hereinafter referred to as the "**Sub-Lessee**", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. \_\_\_\_\_, the Authorised Signatory, as authorised vide Board Resolution dated \_\_\_\_\_ of the **SECOND PART.**

(Each of the parties of the **FIRST and SECOND parts** are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**").

#### **WHEREAS**

A. MMTC is a Company under the Department of Commerce and

B. MMTC intends to undertake commercial development over a land area of approximately 3.5 acres at Headland Sada ,Mormugoa,Goa (more particularly in the '**Site**').

C. As part of the proposed development of the Site, MMTC had conducted a competitive Bidding Process by inviting proposal in the form of bids (the "**Bid**") vide its Bid Notice No: **MMTC/CO/PROJECTS/HLSG/2016-17/3 Dated: 03.08.2018** to undertake the development of the Site, on the terms and conditions specified herein.

D. The [*Name of the Selected Bidder entity*] (the '**Selected Bidder**') was the successful bidder and was issued the Letter of Acceptance (the "**LOA**") dated ----- by MMTC.

E. Selected Bidder and the Sub-Lessee have, requested MMTC to accept the Lessee as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.

F. The Sub Lessee/Selected Bidder, in compliance of the terms and conditions of the LOA, has :

(a) paid to MMTC an amount of \_\_\_\_\_ towards the lease premium for the first year and

(b) deposited with MMTC a Bank Guarantee of value Rupees Fifteen Lakhs only

(Rupees 15,00,000) through Bank Guarantee no \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ (the "**Performance Guarantee**") in the format prescribed.

G. The Sub Lessee is desirous of acquiring lease rights over the Site for the purposes of utilisation of land for commercial utilisation of land at the Site.

H. MMTC has agreed to offer land at the annual lease premium of Rs. \_\_\_\_\_ per annum plus GST for the entire 12,650 sq. mtrs to the Sub leasee.. The annual lease premium would be equivalent to the lease rent in whatsoever nomenclature charged by Government of Goa on the 3.5 acre or Rs..... plus GST whichever is higher land Over and above the annual lease premium, sub-leasee shall pay to MMTC the land rent, user charges, water charges, Property tax, any other tax, duties etc payable to the state govt, local bodies or any other authorities (in whatsoever name it may be) at least 30 days before the due date.

I. Any dispute between the MMTC and Sub Leasee shall be settled amicably. If however , no amicable solution is possible , the dispute shall be settled through arbitration by sole arbitrator to be nominated by CMD MMTC. The arbitration shall be conducted in terms of Arbitration and Conciliation Act 1996 and held at New Delhi. Only the Courts of New Delhi shall have the jurisdiction.

J. MMTC shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond MMTC's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

ii. If by reason of any cause beyond the control of MMTC ,there is any curtailment or suspension of service then MMTC shall be excused from the obligations to that extent.

iii. If the operation of such conditions continue to exceeds three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

K. The Sub Lessee undertakes not to sublet the demised land or any part thereof or assign its leasehold interest or part possession of the same without the consent in writing first hand and obtained from MMTC. The Sub Lessee shall not ,in any way diminish the value of or injury or make any permanent alternatives in the said demised land which may impair the value of land in any way without the previous written consent of MMTC.

L. The Sub Lessee shall pay and discharge all existing and future rates, taxes and assessments, duties, impositions, outgoing and burdens whatsoever assessed, charged and imposed upon the demised land.

M. If the demised land or any part thereof shall, at any time, be required by the MMTC for a public purpose as may be demanded by State Government, MMTC shall serve a notice of a fortnight to the Sub Lessee and the Sub Lessee shall vacate and deliver possession of the same on demand upon payment of the compensation as may be assessed to be payable to the Lessee by the Appropriate Authority.

N. The Lease agreement can be terminated by either party by giving 30 days notice for any material breach of obligations by either side.

O. This Lease Agreement is valid for period of thirty years from the date of signing of the Agreement

Q. In case MMTCs lease cancelled by the Government for any reason, this lease agreement will also get terminated from the date of cancellation of lease by the Government. MMTC will be not be liable for compensation/ damages/penalty. MMTC will not accept any claim of Sub –Lessee for any reason, whatsoever

P. The cost of execution of lease deed will be borne by Sub Lessee. The Lease deed after registration shall remain with MMTC

Precedent and upon the fulfilment of the other obligations of the Sub-Lessee as contained herein in accordance with the terms and conditions of this Lease Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants, terms and conditions and understandings set forth in this Lease Agreement and related Lease Documents (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree to the terms and conditions specified herein:

1. MMTC grants to the Sub Lessee, the Site on lease for a period of 30 years from the Effective Date on the terms and conditions contained in the following documents which shall be deemed to form a part of this Lease Agreement:

- a) The Letter of Acceptance dated \_\_\_\_ ;
- b) Bid Documents





## Form E

### Performance Guarantee

Bank Guarantee bond for Performance Guarantee (To be executed on Non  
Judicial Stamp paper of "100/-)

BG: No.

Date.....

To,

Chairman and Managing Director

MMTC Limited

Core 1 Scope Complex

7 Lodi Road

New Delhi -110003

In consideration of the MMTC Limited (hereinafter called "The MMTC) having agreed to exempt (hereinafter called "The said Selected Bidder/ SubLessee) from the demand, under the terms and conditions of Bid Documents **MMTC/CO/PROJECTS/HLSG/2016-17/3 Dated: 03.08.2018 and Letter of Award dated (hereinafter called the Lease Agreement** of security deposit, for the due fulfillment by the said Selected Bidder/ Lessee of the terms and conditions contained in the said Bid Documents/Letter of Award, on production of a Performance Bank Guarantee Bond for Rs.15,00,000 (Rupees Fifteen Lakhs only) ,we, (hereinafter referred to as the bank") at the request of Selected Bidder/ SubLessee do hereby undertake to pay to the MMTC any amount not exceeding Rs... . . . against any loss or damage caused or suffered or would be caused to or suffered by the MMTC by reason of any breach by the said Selected Bidder/ Lessee of any of the terms or conditions contained in the said Bid Documents/ Lease Agreement.

2. We \_\_\_\_\_ (Indicating name of the bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a demand from the MMTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MMTC by reason of breach by the said Selected Bidder/ SubLessee of any of the terms or conditions contained in the said LOA/Lease Agreement or by reason of the Selected Bidder/ Lessee failure to perform the obligations under the said LOA/Lease Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However,

our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees ).

3. We undertake to pay to the MMTC any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder/ Lessee in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder/ Lessee shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (Indicating name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said LOA/Lease Agreement and that it shall continue to be enforceable till all the dues of the MMTC under or by virtue of the said LOA/Lease Agreement have been fully paid and its claim satisfied or discharged or till MMTC certifies that the terms and conditions of the said LOA/Lease Agreement have been fully and properly carried out by the said Selected Bidder/ Lessee and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (Indicating name of the bank) further agree with the MMTC that the MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said LOA/Lease Agreement or to extend time of performance by the said Selected Bidder/ Lessee from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMTC against the said Selected Bidder/ Lessee and to forbear or enforce any of the terms and conditions relating to the said LOA/Lease Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Selected Bidder/ Lessee or for any forbearance, act or omission on the part of the MMTC or any indulgence by the MMTC to the said Selected Bidder/ Lessee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of MMTC shall be valid and unquestionable.

7. We, \_\_\_\_\_ further state that our bank is a nationalized/scheduled bank having networth of Rs. 500 crores or more and Capital Adequacy Ratio is 9% or more which is a prerequisite as stipulated by MMTC for issue of the said bank guarantee bond.

8. This guarantee will not be discharged due to the change in the constitution of the bank or the Selected Bidder/ Lessee



**FORM F**

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Govt. of India or by any State Govt or by any of the PSU except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Govt. of India or by any State Govt or by any of the PSU has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Govt. of India or by any State Govt or by any of the PSU	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Govt. of India or by any State Govt or by any of the PSU except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Govt. of India or by any State Govt or by any of the PSU has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by	Period for which business dealing has been banned	Present Status

MMTC or by Govt. of India or by any State Govt or by any of the PSU		
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In case of Company

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Govt. of India or by any State Govt or by any of the PSU except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Govt. of India or by any State Govt or by any of the PSU has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Govt. of India or by any State Govt or by any of the PSU	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

**FORM G**

**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. Enclosed copy of PAN card	:	
GST No. Enclosed copy of registration certificate.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	Foreign
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

**FORM – H**  
**INTEGRITY PACT**

Between

MMTC Limited hereinafter, referred to as "MMTC",

And

..... hereinafter referred to as "The Buyer/Vendor/Bidder"

**Preamble**

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC has appointed SHRI D R S CHAUDHARY, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,  
NEW DELHI – 110 003.

Email id : [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

- b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
- a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, 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 regarding proposals, plans, business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further,



all the payments made to the Indian agents/representative have to be in Indian Rupees only.

- e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 – Compensation for Damages**

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.

3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

#### **Section 5 – Previous transgression**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

#### **Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)**

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.

2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)**

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

#### **Section 8 – Independent External Monitor(s)**

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word "**IEM**" would include both singular and plural.

## **Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
(For & on behalf of MMTC)  
Buyer/Vendor/Bidder)

.....  
(For & on behalf of

(Office Seal)

(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Witness 2 : .....

Name :

Name :

Address :

Address





10 E-mail ID(if any)  
Of Vendors


A blank cancelled cheque has been enclosed: YES / NO

Thanking you,

**(Name & Signature of)**  
**the Account Holder**

**Certified by Bank regarding Banking Details**

**(Bank Seal & Signature of Authorized Signatory)**

## **INSTRUCTIONS /HELP TO BIDDERS FOR E-BIDDING**

### **PROCEDURE FOR PARTICIPATION IN E-TENDER.**

E-Tender is available on MMTC e-procurement website <https://mmtc.abcprocure.com> for online bidding process. For this, Bidder should have legally valid Class III Digital Signature Certificate from the Licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal <https://mmtc.abcprocure.com> (a onetime activity) .

#### **Procedure for Obtaining Digital Certificate**

The bidder should obtain digital certificate to participate in the tender.

**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 License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.**

### **19.4 Procedure for Registering in E-Procurement portal**

- (i) Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under

Vendor's Queries	Contact Numbers	Email Id
New Bidder Registration (Portal Registration), Vendor ID/ Profile Activation, Renewal Vendor's ID	+91(79)40016866	info@abcProcure.com
	+91(79)40016840	
	+91(79)40016818	
	+91(79)40016821	
Mr Abhijeet Goware (dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical assistance related to e-tender or e-auction filling / submitting(offsite team)	+91(79)40270555	support@abcProcure.co
	+91(79)40270564	
	+91(79)40270569	pankesh@eptl.in
	+91(79)40270507	



Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- I. Late and delayed Bids/Offers after due date/time shall not be permitted in online Tender system. No bid can be submitted after the last date and time of submission has reached. (however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-tender web page shall be the time and no other time shall be taken into cognizance.
- II. Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
- III. No bid can be modified after the dead line for submission of bids.

After final bid submission, system generates an acknowledgement in the form of "Bid Number" that should be kept as a proof of successful bid submission.

**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 bidder company's letterhead.
2. The bidder should have legally valid CLASS III DIGITAL SIGNATURE CERTIFICATE from the licensed certifying authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. 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 YOUR 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. The operating system should be Microsoft Windows vista / 7 and above.
6. Operating System should be Windows Vista / Windows 7 and above.

7. System Access with Administrator Rights
8. Good Internet Connection.
9. Microsoft Internet Explorer 9.0 (32 bit browser only) or above
10. Valid Digital Signature Certificate(s) for users.
11. 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→ Sites → Add this URL → Close) – **Mandatory**
  - Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
  -
12. For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>