



MMTC LIMITED
(A Government of India Enterprise)
“MMTC House”, C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400 051.
Phone: 022-61214500/4588 Fax: 022 -26572541
E-mail: mmtcmumbai@mmtclimited.com : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Admn/01/2022-23

Dated: 01.08.2022

TENDER DOCUMENT

**E-NIT FOR RENTING OUT ON LEASE AND LICENSE BASIS OF VACANT SPACE AT
CW6090, Bharat Dimond Bourse, BKC, BANDRA (EAST) MUMBAI - 400 051.**

Technical BID

Part – 1

Start date for Downloading tender documents	01.08.2022 From 10:00 Hrs
Last date for Downloading tender document	16.08.2022 up to 12:00 HRS
Due date of tender submission (Technical & Price Bid)	16.08.2022 Up to 14:00 HRS
Technical Bids opening Date	16.08.2022 at 16.00 HRS

Downloaded by:

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**E-NIT FOR RENTING OUT ON LEASE AND LICENSE BASIS OF VACANT SPACE AT
CW6090, Bharat Dimond Bourse, BKC, BANDRA (EAST) MUMBAI - 400 051.**

Appendix

1. Period of Renting : Initial leasing for Thirty-Six (36) months
Mutually extendable to another Twenty-Four (24) months
2. Security deposit : As per relevant clause of Lease and License
3. Participation : Should fulfil BDB renting out conditions
→ Become Trade Member of Bourse
→ Should be Dimond related business
→ Yearly turnover more than 5 crores
→ Etc.

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “ **RENTING OUT OF ITS VACANT SPACE AT CW6090**, admeasuring 294 sq.ft. built-up area located at **Bharat Diamond Bourse, B a n d r a - K u r l a C o m p l e x , B a n d r a , (E a s t) , M u m b a i - 4 0 0 0 5 1** on “As is where is basis” from PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC, Diamond Traders, Assorters or Firm dealing in Dimond business or any other business allowed in BDB Premises, for office purpose only.

Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid may download the same from website – www.mmtclimited.com or <https://mmtc.abcpocure.com/EPROC/> shall be sent in

1. Eligibility Criteria / Proof of Eligibility:

- Bidder should be in Diamond related business to fulfil BDB renting out terms.
- Having Trade Membership of BDB or eligible to obtain the same from BDB,for which, Yearly turnover more than 5 crores is mandatory.

2. List of documents :

Technical Bid should be accompanied by the following documents: -

- Annual turnover of the organization for the last three financial years.
- Complete Profile of the organization.
- 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.
- Income Tax returns for the last three financial years.
- Legal status of the intended Licensee/Bidder.
- List of Board of Directors/Partners/Owner as the case may be.
- Solvency Report from your banker.
- PAN Card, GST certificate (self-attested copy of the certificate)
- Power of Attorney/Authorization in favour of signatory of Tender documents.
- Partnership Deed Notarised (in case of partnership) Memorandum of Association or Article of Association (in case of Company) along with Address proof & document relevant to proprietorship (Shop & Establishment, IEC, Sales Tax etc.) as the case may be.

Tender documents duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.

Bids without above documents will be liable for rejection.

3. Interested bidders may obtain the tender document either personally from Admn. & Estate Division, **MMTC Limited, MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051** or can download from our web site or www.eprocure.gov.in

4. MMTC Limited reserves the right to reject any or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.
5. All payments made to MMTC Limited, Mumbai should be through e-payment only with bank details given below :- **Bank Name : State Bank of India**
Bank Account No. : 40034579997
Type: CC Account
IFSC: SBIN0000300
Branch Address : Mumbai Main Branch, Horniman Circle, Mumbai Samachar Marg, Fort, Mumbai - 400001.

SPECIAL TERMS & CONDITIONS FOR E-TENDER

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

Procedure for Obtaining Digital Certificate

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

Procedure for Registering in E-Procurement portal

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

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

HELP DESK TIMINGS : 1000 HRS TO 1830 HRS IST
(MONDAY TO FRIDAY(Exclusions: MMTC HOLIDAYS))
Contact Nos . +91-124-4302000 for help desk officers
Dedicated help desk for MMTC

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	Sonu Tank : 07935022180	sonu@abcpocure.com info@abcpocure.com
	Satabdi Dey : 07935022167 / 07935022166	
Mr. Nandan Valera (Dedicated Helpdesk for MMTC)	+91 9081000427, +91 9328931942, +91 9510813528	delhi.support@eptl.in

Technical Assistance related to eTender or e-Auction filling / submitting (HO Team).	+91 - 95108 12960,	support@abcprocure.com
	+91- 95108 12971	
	+91- 90810 00427	
	+91- 9904406300	
	+91- 9347519729	dinesh.k@eptl.in

1. The bidder shall have valid Class -III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC or MMTC'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
6. The bidder shall submit the tender in two bid system through e-mode only. PART – 1 shall be - TECHNICAL BID, PART – II shall be FINANCIAL BID.

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

INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

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

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

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

1. **PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, GOODS & SERVICE TAX, ETC. If submitted – tick (yes)**

2. CERTIFIED COPY OF ‘ANNUAL TURN-OVER’ FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. **If submitted-tick (yes)**

3. COMPLETE PROFILE OF THE ORGANIZATION. **If submitted- tick (yes)**

4. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS / ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. **If submitted – tick (yes).**

Foot Notes:

1. **The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.**

2. **It should be noted that no price / rate indication directly or indirectly be reflected in any way in the Part – 1 (Technical Bid).**

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

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

FOR AND ON BEHALF MMTC LIMITED

**MMTC Limited,
C-22, E-Block,
BKC, Bandra(E),
Mumbai – 400 051.**

GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. Receipt of Tender Document :

Technical Bid portion along in original to be submitted in physical form as mentioned at Clause of Special terms and conditions of e-tender, if sent by post, shall be through Registered post/ Speed post and must reach the above said address on or before the closing date & time, failing which the bids will be treated as late tender and rejected.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The tender shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

- a. Technical Bid will be opened at 16.08.2022 hrs on **16.00 hrs..**
- b. Date and time for opening of Financial Bid shall be informed later to the bidders who qualify in technical evaluation process.
- c. In case the specified date of tender opening is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- d. Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

3. Interest free Security Deposit :

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

4. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by Authorized Person.
- b) Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c) If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.
- d) Rent should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format.

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- e) Municipal taxes, property taxes, applicable shall be paid by MMTC.
 - f) Applicable maintenance cost, like CAM, HVAC, etc will be borne by Licencer.
 - g) Applicable charges at BDB/MMRDA to become member will borne by Licencer, In case any assistance/documents required from MMTC, MMTC make endeavour to provide the same.
 - h) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
 - i) A bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the tender process.
 - j) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
 - k) Cutting/modification/overwriting in the tender document will not be accepted.
 - l) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
 - m) The bidder shall be required to enter into a leave and license basis agreement as per the prescribed format contained in **Section- IV** of tender document.
 - n) This bid document shall form a part of the contract agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of Bid Document and it may amount to amendment of relevant clauses of the Bid Documents.
 - o) Leave & Licence agreement required to 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 Licencer & Licencee equally.
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5. **TENDER VALIDITY :-**

- a. The tenders shall remain valid for acceptance for a minimum period of *60 days (sixty days)* after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and shall be rejected.
- b. In exceptional cases, the bidders may be requested by MMTC Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original tender.
- c. In case, the day up to which the tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.

SECTION - II

1. **SCOPE OF TENDER :**

- a) MMTC Limited intends to rent out on leave and license basis its office space admeasuring 294 sq. feet built up area in the CW6090, Bharat Diamond Bourse, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 on leave and license basis rent basis to the organizations as described in the eligibility criteria of the tender document. Details of the vacant space are available at **SECTION-III**. The likely usage for which the said built up space may be put to use is for office purpose. The bidders may visit the site and its locality to gather all the requisite information before quoting the rates.
- b) The initial *minimum* leasing period will be Thirty-Six (36) months with provision for extension for another 24 months with mutual consent, further upto a total sixty (60) months. The leave and license basis rent will be enhanced by minimum 10 percent on completion of every 12 months.
- c) The successful H-1 bidder shall sign a leave and license basis agreement for the built up space within 15 days of the acceptance of bid.
- d) The H-1 bidder shall, at his own cost, renovate the rent out on leave and license basis out space to suit his requirements. However, while doing so, if any damage is caused to the main structure of the building or the lifts or any other fitting structure of the building, the same shall be *rectified* by the H-1 bidder.

2. **SUBMISSION OF BIDS:**

e-bids should be submitted through e-tender :

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

Price Bid, as required in this tender document.

3. **ESCALATION IN RENT OUT ON LEAVE AND LICENSE BASIS RENT :** The Leave and license rent shall be escalated by minimum 10 percent after expiry of every 12 (Twelve) months.

4. **SECURITY DEPOSIT :**

Successful Bidder shall be required to submit security deposit within 7 days of the signing/receipt of the LOI and signing of the Draft Rent out agreement on leave and license basis Agreement (two copies), the H-1 Bidder shall furnish to MMTC Limited an interest free Security Deposit equivalent to 6 (six) month's rent out on leave and license basis rent in advance through e-payment (NEFT/Fund Transfer in State Bank of India, Bank Account No. : 40034579997, Type: CC Account, IFSC: SBIN0000300, Branch Address : Mumbai Main Branch, Horniman Circle, Mumbai Samachar Marg, Fort, Mumbai - 400001. Thereafter, within fifteen days, the final leave and license agreement shall be signed by both the parties.

- a. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the H-1 bidder's failure to discharge its obligations under the leave and license Agreement, including, but not limited to the payment of leave and license rent.
- b. The Security Deposit will be returned interest free by MMTC Limited after completion of the leave and license period and after handing over peaceful vacant possession of the Premises. Deductions from the Security Deposit, as deemed fit by MMTC, will be effected on account of damages, if any, caused to the property.

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

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

6. **ISSUE OF LETTER OF INTENT (LOI):**

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

7. **SIGNING OF AGREEMENT:**

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

8. **DISPUTE RESOLUTION MECHANISM:-**

If **any** dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the **tender and LOI only**, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fails to do so, the matter will be referred to the Chairman-Cum-Managing Director, MMTC Limited, Scope Complex, Lodhi Road, New Delhi.110 003, whose decision shall be final and binding.

9. **LIQUIDATED DAMAGES:**

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

10. **FORCE MAJEURE** : If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any installment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. "If operation of such circumstances exceed one months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages" The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM, etc.

11. **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:**

If the bidder fails to meet its contractual obligations within the time period(s) specified in the leave and license agreement, or any extension thereof granted by the MMTC Limited pursuant to clause 7, Section II.

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.

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.

12. **TERMINATION FOR INSOLVENCY:-**

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

SECTION – III

**DETAILS OF BUILT-UP SPACE AVAILABLE FOR LEASE AND LICENSE AT
CW6090, BHART DIAMOND BOURSE, BANDRA-KURLA COMPLEX, BANDRA
(EAST), MUMBAI-400 051**

No.	Floor No.	Area (in sq. ft.)
CW6090	6 th Floor	294

Detailed attributes of vacant space :-

A)	Whether separate entry is available or not?	Common entry
B)	Lift availability	Yes
C)	Centralized Air-conditioning facility	Yes
E)	Common or separate security	Common Security available, However Separate Security Personnel can be arranged by lessee for the leave and license area.
F)	Salient features of the space	The premises is situated within the BDB premises with full infrastructure facilities like power, water and is well connected.

FINANCIAL BID

NAME OF THE BIDDER : _____
ADDRESS : _____

RENT PER MONTH (per sq. ft.)→ Rs. _____

(Exclusive of GST, Taxes, and BDB maintenance charges, viz., CAM,HVAC,Etc.)

In words (Rupees _____)
(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)
I/We accept all the terms & conditions mentioned in the tender document.

AURHORIZED SIGNATORY _____

NAME : _____

Name of the Company/Firm _____

Date :

Seal of Company/Firm

SECTION – IV
LEAVE & LICENSE AGREEMENT

This agreement for Leave & License made at Mumbai on this _____ day of _____ Two Thousand Twenty-Two between **M/s. MMTC Limited**, a Company incorporated under Companies Act, 1956 having its Registered and Corporate Office at Core-1, SCOPE Complex, 7, Institutional Area, New Delhi 110 003 and Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as the "Licensor", (which expression shall unless repugnant or contrary to the context thereof includes its successors and assigns) of one part **AND M/s. _____ (Company/partnership firm/in the case of proprietor it is to be mentioned duly represented through the name of the promoter)** having its registered office at _____ and having their local Office at _____, hereinafter called the "Licensee", (which expression unless repugnant to the context means and includes its Successors and Assigns) of other part.

WHEREAS, the Licensee, by virtue of being selected as the highest bidder (H-1) in the tendering process initiated by Licensor vide tender no. _____ dtd. _____, and thus, agreeing to take on the _____ leave and license Office No. CW6090, Bharat Diamond Bourse, 6th floor, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, hereinafter called the "Premises" on a monthly consideration detailed hereinafter for office purpose and for which the Licensor has agreed to for the consideration and on terms and conditions as set out here-in-below :

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

NOW THIS DEED WITNESSETH as under:

1. In pursuance of the said Agreement, the Licensor hereby grants to the Licensee for using and occupying, for office purpose only, the Premises admeasuring _____ sq. feet of built up/plinth area at the abovesaid place.
2. The Licensee agrees to pay to the Licensor the following:
 - (a) To pay a monthly license charge @ **Rs.** _____ per sq. ft. of the total built up/plinth area on _____ floor of the said Premises admeasuring _____ sq.ft.,
 - (b) To pay tax at the prevailing rate.
 - (c) To pay the CAM, HVAC, 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 i.e., _____ floor on monthly bill basis. In case any bill(s) remain unpaid, the Lessor shall be entitled to recover/deduct the amount against the same from the Security Deposit furnished by the Lessee to the Lessor.
 - (e) The Licensee also agrees to pay the Licensor the water charges at actual consumption if applicable.
 - (f) The Licensee shall deposit with the Licensor an interest free security deposit equivalent to 6 months' leave and license Rent in advance before signing of the said Agreement. The security deposit shall be refunded on expiry/termination of License, without any interest, after handing over peaceful vacant possession of said _____ of premise by the Licensee to the Licensor. The Licensor will also have a right to recover an amount as suffered 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) or otherwise 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 equally by both the parties within 3 months of signing the leave and license agreement.
3. The Licensee hereby agrees that they shall not transfer, sub-let, alienate and/or create any interest/charge in favour of any other person or entity in **whatsoever manner** in the said premises which would be detrimental to the legal rights of the Licensor in respect of the said Premise.
4. The Licensee also agrees and shall observe & perform the following covenants:

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- a) The Licensee agrees to the fact that the Premise has been taken on leave and license by them on "As is Where is" basis.
 - b) The Licensee also agrees that the interiors and the internal renovation shall be got done by them at their expense and not the Licensor.
 - c) To pay the monthly license charges in advance @ Rs. _____ per sq.ft. per month on/or before the 10th day of each and every month.
 - d) To maintain the Premises in good condition, subject to normal wear and tear.
 - e) Not to assign/mortgage, create lien, hypothecation, underlet, sublet or create any License and Third-party charge in respect of the said Premises or any part thereof and shall not create any encumbrance of the said Premises and shall indemnify the Licensor against all losses, damages, costs and expenses arising thereto.
 - f) To allow the authorized representative of the Licensor, access to the office premises for inspection or any such purpose within usual working hours with prior notice.
 - g) The Licensee agrees not to carry out any major or structural repairs and/or alternations in the said Premise without the prior written permission of the Licensor. It is understood and agreed by the Licensee that any major changes in the original sanctioned plan of the building requires the permission of BDB, Municipal Corporation of Greater Mumbai and/or any other agency.
 - h) The initial *minimum* leasing period will be thirty-six (36) months w.e.f. _____ with provision for extension for another 24 months with mutual consent. The leave and license rent will be enhanced by minimum 10% on completion of every 12 months.
 - i) Upon expiry of the leave and license period **or on termination of the agreement whichever is earlier** the Licensee shall handover, in writing, peaceful and vacant possession of the said premises to the Licensor, without any protest or demur.
5. During the pendency of this agreement, the Licensee agrees and undertakes not to claim and/or make any application to any court of Law for reduction of rent payable by the Licensee to the Licensor as provided herein above on the ground of standard rent or otherwise. In the event of the Licensee adopting such course of action, it shall be construed as breach of terms and conditions of this leave and license and License Agreement on the part of Licensee and shall be subject to all the other remedies available and the Licensor, within their right, shall be free to terminate the leave and license & License Agreement with immediate effect and claim vacant possession forthwith.
 6. If the Licensee fails to pay the leave and license rent payable as herein provided by a one month delay, the Licensor is entitled to charge the Licensee interest for the delayed period at the rate notified by its Corporate Office of licencer from time to time. If there is a failure to pay the leave and license Rent for continuous three months or if the Licensee fails to perform any obligations on their part, during this period, in that event, the Licensor shall be entitled to charge penal interest @ 18% per annum on the amount remaining unpaid and terminate the leave and license and License Agreement by giving one month's notice in writing setting out the breaches complained and, in that event, the Licensee shall hand over the vacant peaceful possession of the Premises to the Licensor forthwith.
 7. The Licensee shall keep the Licensor indemnified at all times against any cost, expenses and levies on the authority delegated by the CMD whatsoever arising out of and or in connection with licensing out the premises to the Licensee besides any increase that may be imposed by MMRDA/Municipal Authorities on account of subletting the said Premise by the Licensor to the Licensee, in terms of the agreement
-

- executed between BDB and the Lessor (MMTC Limited).
8. Housekeeping and internal maintenance/repairs in respect of electrical wiring and fixtures/civil and sanitary items etc. including internal security in the said premises shall be the responsibility of the Licensee and Licensor shall not be liable at any point of time for any payment to the concerned agencies involved.
 9. The leave and license and License Agreement can be terminated by either party by giving three months' notice in writing. Letters sent by registered post at the relevant addresses shall constitute proper service of notice.
 10. This leave and license Agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971 and any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be referred to the Estate Officer, MMTC Limited, Corporate Office, New Delhi. The order passed by the Estate officer, MMTC Limited shall be final and binding on both the parties.
 11. Any amendment to the terms and conditions of this Leave & Licence agreement shall be in writing duly signed by authorised representative of both the parties.
 12. The Terms and Conditions of tender shall form an integral part of this Agreement,

THIS AGREEMENT SHALL BE DEEMED TO HAVE COME INTO EFFECT ON THE
 ___TH DAY OF _____ 2022.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____
 day of month _____, 2022

SIGNED SEALED AND DELIVERED BY THE
 Within named LICENSOR M/s. MMTC LIMITED _____

In presence of :-

Witnesses :

1) _____ 2) _____
 (Name, Sign, Address) (Name, Sign, Address)

SIGNED SEALED AND DELIVERED BY THE

Within named LICENSEE M/s. _____

In presence of :-

Witnesses :

1) _____ 2) _____
 (Name, Sign, Address) (Name, Sign, Address)