



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

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

TENDER DOCUMENT

E-NIT FOR EMPANALMENT OF CONSULTANCY FIRM TO ADVICE ON ESTATE MATTERS.

E-NIT FOR EMPANALMENT OF CONSULTANCY FIRM TO ADVISE ON ESTATE MATTERS.

Part – 1

Start date for Downloading tender documents	28.12.2018 From 10:00 Hrs
Last date for Downloading tender document	24.01.2019 up to 12:00 HRS
Due date of tender submission	24.01.2019
(Technical & Price Bid)	Up to 14:00 HRS
Technical Bids opening Date	24.01.2019 at 14.30 HRS

* After finalization of e-tender.

Downloaded by:

M/S

E-NIT FOR EMPANALMENT OF CONSULTANCY FIRM TO ADVICE ON THE ESTATE.

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

Appendix

1. Period of Agreement : Initial for six months
Mutually extendable for further period.
2. Security deposit (Refundable) : Interest free security deposit of Rs. 10,000/-
(Rs. Ten Thousand Only)
3. Participation Fees (Non refundable) : Rs. 1000/- (Rupees One Thousand Only) in
Through e-payment (NEFT/Fund Transfer) in Axis
Bank Ltd. BKC Branch, Bandra(E)Mumbai.
Current Account No. 230010200004688 IFSC
Code: UTIB0000230 and submit letter mentioning
UTR Number.

E-NIT FOR EMPANALMENT OF CONSULTANCY FIRM TO ADVISE ON ESTATE MATTERS.

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “**EMPANALMENT OF CONSULTANCY FIRM TO ADVISE ON ESTATE MATTERS.**”

Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID.

However, hard copy of Technical Bid with Non-refundable participation fee of Rs 1000/- (Rupees One Thousand Only) in the form of NEFT/Fund Transfer in MMTC Limited Axis Bank Limited, BKC Branch, Bandra, Mumbai_Current_Account_No: **230010200004688**, IFSC Code : UTIB0000230 and submit letter mentioning UTR number to get tender form or may download the same from website – www.mmtclimited.com or www.abcpocure.gov.in.) shall submit the same through e-mode on or before **14.00_hrs of _24.01.2019.**

1. Eligibility Criteria / Proof of Eligibility:

- a) The firm should have overall turnover of minimum Rs.5 Lacs (Rupees Five Lakh Only) in estate consultancy work for last three years i.e. 2015-16, 2016-17 & 2017-18 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant need to be submitted.
- b) The firm should have minimum 5 years experience of estate consultancy work in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested.
- c) Firm must have income tax, PAN, GST and service tax. (Copy to be attached)
- d) The offer should be as per tender specification, any deviation in the offer should be clearly indicated.
- e) Bidder has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership/Company, etc.
- f) Firm must deposit tender non-refundable tender fee of Rs. 1000/- and Rs. 10,000/- as interest free refundable EMD through RTGS/NEFT/fund transfer in the account of the MMTC Limited, payable at Mumbai. Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No : **-230010200004688** IFSC Code : - UTIB0000230
- g) The firms registered in MSME/NSIC are exempted from the payment tender fee.
- h) The government/semi government/Central-State PSUs are exempted from the payment of security deposit.
- i) Submission of bid will be only through e-tender process only.
- j) Any firm run by proprietor belongs to SC/ST Category and Women may be given priority.
- k) GST or any other tax is applicable will be payable as per latest notification.
- l) 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.
- m) Income Tax returns for the last three financial years.
- n) *Solvency Report from firm's banker*, preferably from nationalized bank.

2. List of documents :

Technical Bid should be accompanied by the following documents:-

- a. Tender document duly signed and stamped on each page by authorized signatory of the firm as token of acceptance of term & conditions.
- b. Profile of firm (Bidder).
- c. GST/PAN (self attested copy of the certificate) of the firm.
- d. Power of Attorney/Authorization in favour of signatory of Tender documents.
- e. Last three years' audited financial statements (balance sheet and profit & loss a/c) along with Certificate issued by C.A (in original), regarding confirmation of audit, positive net worth, turnover of the bidder and income tax returns for the last three financial years.
- f. Authorization letter, *with attested photograph*, in favour of the official attending the bid opening process.
- g. Latest solvency report from nationalized bank.
- h. Memorandum of Association or Article of Association along with name, address, of Directors.
- i. Copy of work order of last three years executed in government organization.
- j. Copy of GST and Registration certificate.
- k. List of qualified civil engineers employed by the bidder.
- l. Bidder should have all the statutory government license to carry out estate consultancy work.

Bids without above documents will be liable for rejection.

3. Interested bidders may obtain the tender document from website site i.e., mmtclimited.com, www.abcprocure.com by paying Rs.1000/- through e-payment(NEFT/Fund transfer and copy of submit UTR number)

4. (a) **Last date and time for submission of bids 24.01.2019 up to 14.00hrs.**
(b) **Opening of Technical Bids on 24.01.2019 at 14.30 hrs.**

5. MMTC Limited reserves the right to reject any one or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.

6. All payments (except EMD) made to MMTC Limited, Mumbai should be through e-payment only (RTGS/NEFT/Fund Transfer) in Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No: **230010200004688**
IFSC Code : - UTIB0000230 and submit letter mentioning UTR number.

7. Envelope No. 1- TECHNICAL BID: Part –I

- a) Each page of the tender document should be signed by the bidder as token of acceptance. If any deviation is proposed by the bidder the same must be clearly indicated and enclosed as deviation list but tenders with significant deviation list and merely enclosing bidder's printed conditions or their own terms and conditions will make the tender liable for rejection.
- b) Security Deposit as laid down in the instruction to bidders.
- c) Constitution of the tendering firm i.e., sole proprietorship or partnership firm and Article of association in case of a Public Limited Company.
- d) List of three years works executed for government/private firms along with Xerox copies of work orders /purchase orders.
- e) Statement showing the turnover during the past three years supported by balance sheet or income tax returns duly signed and stamped by their statutory auditors.
- f) Other state/Central Govt. agency registration certificate.
- g) Firm registration certificate.
- h) Latest profile of the bidder.

- i) List of qualified engineers employed by the bidders.
- j) The bidders should have all statutory government licences, to carry out estate consultancy work.
- k) MMTC is not responsible for the loss of documents through e-mode.
- l) All the above documents forming Part-I of the tender shall be SEALED and super scribed with "Technical bid PART-I, Technical Bid – Name of work & Due Date"

**Chief Manager
(Administration)**

E-NIT FOR EMPANALMENT OF ESTATE CONSULTANCY FIRM TO ADVICE ON ESTATE MATTERS.

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

MMTC LIMITED: CORPORATE OFFICE

E-Procurement Division

INSTRUCTIONS TO TENDERERS

Guidelines to be included in the tender document related to e-tendering/e-auction services

- a. All ROs/SROs are hereby informed that MMTC is utilizing the services of M/s e-Procurement Technologies Limited for e-Tendering Services. In view of this all officials are requested to submit their e-tendering/e-auction request on MMTC e-portal <https://mmtc.abcprocure.com>.
- b. The division willing to utilise these services should get at least two officials having digital certificate type Class III (with signing and encryption) registered in advance on this e-portal to avoid last minute problems in publishing the e-Tender / e-Auction requests.
- c. All officials are requested to include following details of help desk in their tender document for providing assistance to clients/bidders.

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

- d. The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.
 1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced 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 LIMITED or MMTC LIMITED'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.

Yours faithfully,

For on behalf of MMTC Ltd.
Chief Manager (Admn)

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INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

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

The bidder shall enclose the following papers, documents with the e-mode.

1. THE NON-REFUNDABLE PARTICIPATION FEES OF RS. _____ /- (Rupees _____ only) THROUGH E-PAYMENT (NEFT/FUND TRANSFER) AND UTR COPY HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, SERVICE TAX, ETC.

Foot Notes:

1. The tender shall be liable for rejection at the discretion of the MMTC Limited, only, if the party fails to submit any one of the required documents.

FOR AND ON BEHALF
MMTC LIMITED

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

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

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MMTC reserves all its rights to assess pre-qualification screening, short listing of eligible consultancy firm and or rescind the advertisement without any further notice. The pre-qualification shall be assessed in line with the organizational needs and the decision with respect to engagement of consultancy firm shall remain solely with the Competent Authority i.e. Chairman & Managing Director (CMD) of the Company.

HOW TO APPLY

Interested firms/organizations meeting the mentioned criteria may send their applications through e-tender in the given application format along with required documents.

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GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. **Receipt of Tender Document :**

Technical Bid portion along with Participation fee in original to be submitted in e-mode mentioned in 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 MMTTC Limited's sole discretion.

2. **Opening of bid :**

- a. Technical Bid will be opened at 24.01.2019 hrs on **14:30hrs.**
- 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 shall be required to deposit an interest free Security Deposit equivalent of Rs. 10,000/- (Rs. Ten Thousand Only)

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) Rate should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format.
- e) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
- f) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the tender process.
- g) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- h) Cutting/modification/overwriting in the tender document will not be accepted.
- i) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
- j) The bidder is required to enter into an agreement as per the prescribed format contained in **Section- IV** of tender document.
- k) This bid document shall form a part of the agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of Bid Document.

5. **TENDER VALIDITY :-**

- a. The financial bid shall remain valid for acceptance for a minimum period of *60 days (Sixty days)* after the date of opening of financial 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) The successful bidder shall sign a agreement within 15 days from the issuance of work order.

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. SECURITY DEPOSIT :

- a. Within 7 days of the issuance of work order to successful bidder furnish to MMTC Limited an interest free Security Deposit of Rs. 10,000/-(Rs. Ten Thousand Only) in through e-payment (NEFT/Fund Transfer in Axis Bank BKC Branch Bandra, A/c No. 230010200004688, IFSC Code –UTIB0000230)only. Thereafter, within fifteen days, the agreement shall be signed by both the parties.
- b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
- c. The Security Deposit will be returned interest free by MMTC Limited after successful completion of the agreement. Security Deposit, as deemed fit by MMTC, will be forfeited on account of damages, if any, caused to the property.

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

MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of consultancy work 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.

5. ISSUE OF LETTER OF INTENT (LOI):

- a. The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder.
- b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a DD for interest free Security Deposit Rs. 10,000/-as mentioned above, in conformity with terms of bid document.

6. Signing of tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- (b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership contract or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B:

(1) In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold

the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

7. Earnest Money Deposit:

Interest free EMD Rs.10,000/- to be paid through RTGS/Fund transfer in the bank account of the MMTC Limited, Axis Bank, BKC Branch, Mumbai Current Account No. 230010200004688, IFSC Code : UTIB0000230.

- (i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.*
- (ii) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the MMTC.*
- (iii) The tenders without Earnest Money Deposit will be summarily rejected.*
- (iv) Earnest money deposit will be forfeited if the successful tenderer failed to furnish the security deposit.*
- (v) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.*

8. Performance Bank Guarantee:

The Successful Bidder shall submit a performance bank guarantee of Rs.10,000/- (Rs. Ten Thousand Only) for due and satisfactory performance of the contract which shall be valid for a period of one year. (inclusive of 6 months claim period), and to renewed if required by MMTC till the finalization of contract. The performance Guarantee shall be released to Successful bidder on successful and satisfactorily execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release.

The Performance Bank Guarantee can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful bidder. On expiry of the contract, such portion of the said Performance Bank Guarantee as may be appropriated for any losses/damages occurred to MMTC.

9. Termination Clause

i) Right to Terminate the Process

MMTC reserves the right to cancel the contract/agreement placed on the selected bidder/Estate Consultancy firm and recover expenditure incurred by MMTC under the following circumstances:-

- The selected bidder/Estate consultancy firm commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder/ Estate consultancy firm fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this TENDER and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay **and forfeit the performance bank guarantee as liquidated damages for the delay.**
- In the event of the successful e-bidder/ Estate consultancy firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder/ Estate consultancy firm firm passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.

- In case the selected e-bidder/ Estate consultancy firm fails to deliver the services as stipulated in the contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder/ Estate consultancy firm during the period of contract.
- After award of the contract, if the selected e-bidder/ Estate consultancy firm does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another consultancy firm of its choice by giving **one month notice** for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- MMTC reserves the right to recover any dues payable by the selected Bidder/ Estate consultancy firm from any amount outstanding to the credit of the selected bidder, including the pending bills and/or **invoking the performance bank guarantee under this contract.**

II) Consequences of Termination

- In the event of termination of the Contract/agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s)/scope of work intended under the present tender which the successful e-bidder/ Estate consultancy firm shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder/ Estate consultancy firm in relation to the execution/continued execution of the scope of the Contract.
- **Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.**
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

10. Conflict of interest

The Bidder/ Estate consultancy firm shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s / Estate consultancy firm) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

11. Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

12. Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All

correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

13. “No Claim” Certificate

The Selected Bidder/ Estate consultancy firm shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a –No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.

14. Publicity

The Selected Bidder Estate consultancy firm shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.

15. GENERAL

- This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall be binding on either of the Parties.
- All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

16. Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder’s Team/ estate consultancy firm or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder/ estate consultancy firm.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- MMTC will not be under any obligation to the Implementation Agency’s Team/ Estate consultancy firm except as agreed under the terms of the Contract.

17. No Assignment:

The Selected Bidder/Estate consultancy firm shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.

18. Waiver

The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement/contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

19. Non-solicitation

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of [...] months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any [key] executive of the other party who has worked during the existence of the present term of contract/tender/agreement. [Each of the parties shall notify the other in writing of those executives whom they regard as "key" for these purposes.]

20. Severance

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

21. Governing Law

This contract shall be governed in accordance with the laws of India.

22. Compliance with Laws:

(1) The Selected Bidder/estate consultancy firm/ Agency shall comply with the laws in force in India in the course of performing the Contract.

(2) During the performance of the work, if it is agency shall at his own cost and initiative fully comply with all applicable laws of the land evolving from the scope of work and with all applicable by-laws, labour laws, PF Guidelines, rules & regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The agency shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.

(3) If during the tenure of work stipulated herein, Estate consultancy firm/ agency may found violating any laws, norms attributed & applicable from this contract, in such event, the estate consultancy firm/agency will be solely liable to face the consequence of violation, inasmuch, the estate consultancy firm/agency may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

23. Confidential Information

The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the MMTC.

For the avoidance of doubt, the restrictions in this Clause shall not prevent:

- (a) The disclosure or use of Information in the proper performance of the Agency's duties;
- (b) The disclosure of Information if required by law;
- (c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.

24. Submission of Reports:-

(a) When the MMTC actually assigns any work to the Empanelled Estate consultancy firm/Investigation Agencies by issuing separate work order , they shall submit their report along with supporting documents/papers, photographs, audio/video recording etc. if any collected by them within the time frame allotted by the MMTC for such assignment. They also will be responsible for the authenticity of the information provided by them based on which MMTC can proceed further in initiating appropriate recourses.

(b) Primary/basic information of the estate/ whereabouts/their nature/status which are available with the MMTC may have to be provided to the estate Consultancy firm/Agency which is/are assigned the job. The estate Consultancy firm/Agency shall complete their assignment and provide their report within a maximum period of **6 months** from the date of acceptance of assignment.

(c) In the eligible cases MMTC may extend further period as may deem fit.

25. Terms and conditions for Empanelment:

(a) The empanelled Estate consultancy firm shall be required to submit satisfactory documentary evidence for carrying out a background check on the personnel to be engaged in assignment for the MMTC before their deployment.

(b) The MMTC shall reserve the right to examine / verify the supportive documents / reports furnished by the Estate consultancy firm/Agencies by inspection / site visit by its officers and /or technical consultancy firm appointed by the MMTC.

26. Review/Monitoring of the Panel

(a) The performance of empanelled Estate consultancy firm/Agencies shall be reviewed by MMTC, through its authorized official as the case may be.

(b) Such review shall be made within such a period as they may deem fit and if the performance of the Empanelled Estate consultancy firm is not satisfactory to the MMTC, such Estate consultancy firm/ Agency shall have to be decanalled.

27. Tenure.

(a) The Empanelment shall be for a period of 6 months with an option to the MMTC to review the **Empanelment for any further period.**

28. Non-Disclosure Agreement

The Estate consultancy firm, shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized by the Agency strictly confidentially and shall not be shared with any outside unauthorized person.

29. Terms and Conditions

29.1 The Estate Consultancy firm shall be given specific time frame depending

upon urgency of required information by MMTC. However, MMTC, at its sole discretion, may extend the time frame considering the complexity of the assignment.

29.2 MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.

30. INDEMNITY:

The Estate consultant/agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances. In case, Estate Consultant/agency fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the Estate consultant/ agency is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

31. Force Majeure

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall 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 agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

32. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended upto date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

33.FRAUD PREVENTION POLICY :

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

34.HOLIDAY LISTING :

Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of

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

35.UNDER TAKING :

The bidder should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.

E-NIT FOR EMPANALMENT OF CONSULTANCY FIRM TO ADVISE ON ESTATE MATTERS.

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

SECTION – III
FINANCIAL BID

NAME OF THE BIDDER : _____
ADDRESS : _____

Sl. No.	Description of work	All inclusive rate for consultancy charges per month (in INR) excluding taxes.
1	<ul style="list-style-type: none">➤ To draw up an action plan on gainful utilization / monetization of vacant residential and commercial properties of the company / maintenance / repair of properties owned by the company and any other relevant matters as per the requirement of the Company.➤ Advising on leasing out the company owned premises by being conversant with the current property trends / markets and preparation of lease agreements / other documents/registration.➤ Advising the company on construction related norms, techno commercial aspects, cost control measures and correct and project deficiencies that effect quality and safety requirements before final evaluation.➤ Coordination with Architect/contractors/developers for timely completion, vetting of BOQ prepared by Architect, preparation of tender documents, periodic site visits to ensure proper quality control and to manage budgets and other project resources.➤ Advice/Co-ordination with government authorities in respect of property revenue/taxes matters➤ Advice/Co-ordination with government authorities in respect of property revenue /taxes matters and RERA Issues, 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
GENERAL TERMS AND CONDITIONS

- 1 The successful e-bidder will have to enter into a prescribed service agreement with MMTC for the performance of work as per terms and conditions.
- 2 Notwithstanding anything contained, in contract documents, the civil engineers shall be employed. MMTC shall not be liable to make any payment to them or any contribution on account of them.
- 3 The firm shall be fully responsible for any or all acts of omissions and commission of engineers engaged by him and shall indemnify and make harmless the MMTC from and against any and all losses and expenses thereby caused.
- 4 MMTC will not make available any accommodation for consultancy firm.
- 5 No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders, for carrying out work deployed as per the MMTC's requirement.
- 7 The firm shall abide by the security requirements of MMTC.
- 8 The firm shall at their own cost and expenses furnish and provide all tools and equipments required in performance of services.
- 9 Scope and specifications shall be read in conjunction with the General conditions of the Contract, any other documents forming part of this contract wherever the context so requires.
- 11 The work shall be carried out as specified in the Schedule read with scope and specifications of work on all days including Sundays and Holidays.
- 13 The consultancy firm shall abide by all safety precautions required as per good engineering practice and as laid down by CPWD/MMRDA/Municipal bodies/State Govt for the specified works.
- 14 The firm shall co-operate with other agencies working in the building and shall carry out the work assigned to him with least possible inconvenience to the occupants of the building.
- 15 The firm shall not assign the work to any party thereof or any benefit or interest therein
- 16 The MMTC shall have the right to terminate the firm by giving one month's notice, if the successful e-bidder doesn't work to the satisfaction of the MMTC or engage inadequate labour force than required, or the terms and conditions of the agreement flouted by the firm in any manner whatsoever. MMTC is not bound to give reasons for such termination of agreement.
- 17 The firm shall submit the bill of consultancy work on before 5th of next month.
- 18 Where any portion of the General conditions of contract is repugnant to or at variance with any provisions of the Scope and specifications, the conditions/provisions of the scope and specifications, the conditions/provisions of the scope & specifications shall be deemed to over-ride the provisions of the General conditions of contract and shall to the extent of such repugnance or variations, prevail.

SECTION – V
SCOPE OF WORK AND SPECIFICATIONS.

5.1 Scope

- Broadly the scope of work is to draw up an action plan on gainful utilization / monetization of vacant residential and commercial properties of the company / maintenance / repair of properties owned by the company and any other relevant matters as per the requirement of the Company.
- Advising on leasing out the company owned premises by being conversant with the current property trends/markets and preparation of lease agreements / other documents/registration.
- Advising the company on construction related norms, techno commercial aspects, cost control measures and correct and project deficiencies that effect quality and safety requirements before final evaluation.
- Coordination with Architect/contractors/developers for timely completion, vetting of BOQ prepared by Architect, preparation of tender documents, periodic site visits to ensure proper quality control and to manage budgets and other project resources.
- Advice/Co-ordination with government authorities in respect of property revenue/taxes matters.
- Advice/Co-ordination with government authorities in respect of property revenue /taxes matters and RERA Issues, etc.

5.2 Place of work

MMTC Ltd., C-22, E-Block, BKC, Bandra(E) Mumbai-400 051 Mumbai office at BKC Complex. Deputed representative of the firm will required to visit office atleast thrice a week during office hours and in case of exigencies whenever required. He/She will be regularly available on phone and email for seeking advice.

5.3 Credentials:

A detailed profile of the firm along with relevant self certified documents to be submitted.

The firm must be familiar with CVC guidelines / other statutory requirements relating to civil engineering matters.

5.4 Payment Terms

Payment will be release through e-payment mode in registered bank account on monthly basis subject to submission of bill and satisfactory performance.

E-NIT FOR EMPANAMENT OF CONSULTANCY FIRM TO ADVICE ON ESTATE MATTERS.

No. MMTC/Mum/Admn(Estate-consultancy)/09/2018-19.

Dt.28.12.2018

ARTICLE OF AGREEMENT

This agreement is made at Mumbai on this ____ day of _____ between **M/s.MMTC LIMITED**, A Company registered under the Companies Act,1956 having its Corporate Office at Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 and their Regional Office at MMTC House, Plot No C-22, E-Block, Bandra Kurla Complex, Bandra (E) Mumbai 400 051,hereinafter referred to as “consultancy firm ” at (which expression shall unless repugnant to the context or meaning hereof shall include its Successors, assigns, heirs and executs) of ONE PART.

AND

M/s. _____, (name of the firm) registered under _____ having its Registered Office at _____ (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrative and executors) of THE OTHER PART.

WHEREAS MMTC has issued work order for empanelment of consultancy firm to advice on estate matters for MMTC House, BKC, Bandra (E) Mumbai-400 051 and various properties under the jurisdiction of Mumbai Regional Office.

AND WHEREAS the said tender of the empanelment for the above work for said premises under the jurisdiction of MMTC has been approved by the MMTC. and has become successful in Tender No. _____ dated _____ for work related to consultancy on advice on the estate matters for the properties under jurisdiction of MMTC Limited, R.O.Mumbai

AS PER TERMS & CONDITIONS OF THE SAID TENDER.

AND whereas the following documents shall constitute the agreement between the MMTC and the a successful bidder and each shall be read and construed as an integral part of the contract.

1. This contract agreement duly signed by both the parties.
2. General terms and conditions (NIT)
3. Technical requirements (including schedule of requirements, scope of the work and technical specifications)
4. The agency's bid and original price schedule(Financial Bid)
5. Work order.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the payment to made to the consultancy firm as hereinafter shall upon and subject to the said conditions execute and compliance of the works shown upon the said terms and conditions will all the due care and attention mentioned in tender form.
2. The MMTC shall pay to the consultancy firm on monthly basis, the sum of Rs. _____(Rupees _____) (herein after called the contract amount and in the manner specified in the said conditions) However, the actual sum will be worked out and paid on the monthly basis subject to satisfactory work certificate.
3. The consultancy firm shall be responsible for any kind of injuries to their workmen(s) or things for all damages, which may arise any time. The MMTC shall not be responsible for entertainment any such type of claims or reimbursement, if any such case arise during the project.
4. The MMTC has the right to forfeit security deposit of Rs.10,000/- against unsatisfactory performance and may terminate the agreement by giving 15(fifteen) days prior notice.

5. The consultancy firm M/s. _____ shall comply with any and all applicable laws, statutes, ordinance, rules and regulation in the rendering of fire protection and emergency management and support services in its relationship with its employees, clients and in all other respect.

6. The said conditions mentioned in the tender shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and subject themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7. The consultancy firm shall submit the bank guarantee /deposit through e-payment of Rs. 10,000/- (Ten Thousand only) as a performance certificate or security deposit to the MMTC.

8. The consultancy firm shall submit bills on monthly basis. MMTC may cause the verifications of work executed and shall clear the bills within seven days of the verification by the said nominated/competent person. MMTC shall have all rights to make adjustment in respect of applicable taxes from the bills in respect of the amount due to it from the Consultancy firm as per terms contained herein.

9. The consultancy firm shall engage the engineers at his/her discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the Contractor to maintain the records of the employees employed by it, as required in terms of the various labour enactments.

10. The duration of this agreement is for a period of six months from the date of this agreement i.e. from _____ though the parties will have a right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period subject to clause 21 below.

11. The contract may be terminated even before the stipulated period by either party by giving the party one months notice in writing at the address given herein above.

IN WITNESS WHERE OF, the parties hereto have executed these presents the day and year first hereinabove written.

13. NOW IT IS HEREBY AGREED AS FOLLOWS:

13.1) THE MMTC'S OBLICATIONS

a) It shall provide all available information and data which may be required for the performance of the services.

b) It shall provide the consultancy firm with any assistance required in obtaining other relevant information that the later may require in order to perform the services.

c) The consultancy firm shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the MMTC.

d) It shall within a reasonable time, give its decision on any matter properly referred to the MMTC in writing by the successful e bidder so as not to delay the performance of services.

e) It shall co-operate with the consultancy firm and shall not interfere with or obstruct the proper performance of the services. The MMTC shall as soon as is practicable.

f) It shall provide all relevant data information, reports, correspondence and the like which became available.

g) On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the services, or on becoming aware of any defect or deficiency in the services, the MMTC shall immediately advise the a successful e bidder thereof.

h) The MMTC shall pay the consultancy firm its fees and reimbursement expenses as provided for in this agreement.

14. THE CONSULTANCY FIRM'S OBLIGATIONS:

a) The firm shall provide the services in line with the requirements as outlined in the scope of work.

b) The firm shall perform the services in accordance with the scope of services as outlined with all reasonable care, diligence, skills, efficiency and economy, in accordance with generally accepted professional techniques and standards, and shall observe sound management practices.

c) The firm shall respond within the agreed times when called upon by MMTC to provide certain required services.

d) The firm shall at their own cost, take out and maintain in force such insurance policies in respect of their own risks in performing the services as stipulated in scope of the work.

e) The firm shall at the request of the MMTC provide evidence showing that the insurance required has been taken out and maintained in force.

f) The firm to provide regular progress and other reports as required by the MMTC.

15. RESPONSE TIMES

The MMTC require the successful e bidder to respond any of the assets/equipments as detailed in table below:-

Type of Call	Response time
Emergency	Within 6 hrs
Normal	Within 24 hrs

16. GENERAL WARRANTIES

16.1) Each of the parties hereby warrants to and in favour of the other that-

a) It has the legal capacity and has taken all necessary corporate action required to empower and authorize it to enter into this agreement.

b) This agreement constitute an agreement valid and binding on its and enforceable against it is accordance with its terms.

c) The execution of this agreement and the performance of its obligations hereunder doesn't and shall not.

i) Contravene any law or regulation to which that consultancy firm is subject.

ii) Contravene any provision of that consultancy firm's constitution document; or

iii) Conflict with or constitute a breach of any of the provision of any other agreement, obligations, restriction or undertaking which is binding on it.

- d) Continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this agreement.
- e) Prima facie be deemed to be material and to be a material representation inducing the other party to enter into this agreement.

17) NOTICES AND DOMICILIA

a) The consultancy firm selected as their respective domicilia citandi et executandi the following physical addresses and for the purpose of giving or sending any notice for or required under this agreement, the said physical addresses as well as the following telefax numbers.

Name	Physical address	Telefax	email.
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Provided that a party may change its domicilium or its address for the purposes of notices to any other physical address or telefax number by written notice to the other party to that effect. Such change of address will be effective 5(five) business day after receipt of the notice of the change.

- b) All notices to be given in terms of this agreement will be given in writing (English) & will- Be delivered by hand or sent by telefax/email address.
- c) If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on date which is not a business day will be presumed to have been received on the following business day; and
- d) If sent by telefax, during business hours, be presumed to have been received on the date of successful transmission of the telefax/email address. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- e) Notwithstanding the above, any notice given in writing in English and actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- f) The parties record that whilst they may correspond via email during the currency of this agreement for operational reasons, no formal notice require in terms of this agreement, nor any amendment of or variation to this agreement may be given or concluded via email.
- g) **Taxes and Duties:** All statutory dues, taxes, duties, levies, excises, cess, VAT, GST etc. which may be imposed by the Central Govt and or local authorities shall be paid by the a successful e bidder; and the a successful e bidder undertakes to keep the MMTC Indemnified against any liability arising on account of excise, sales tax, turn over tax, purchase tax, VAT, GST and other statutory local taxes levies as demanded by concerned authorities shall be the exclusive responsibility of the a successful e bidder during the currency or conclusion of this contract. Any type of liability arises, if any, during the transaction period or in future which is associated directly or indirectly with the transaction execution will be on account of the a successful e bidder and the firm shall accept it without any demur or protest.

18) INDEMNITY:

The Estate consultant/agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances. In case, Estate Consultant/agency fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the Estate consultant/ agency is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done

at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

19) ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended upto date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

20) GENERAL

20.1 This agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein save to the extent otherwise provided herein, no undertaking, representation, terms or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on either of the parties.

20.2) No addition to or variation, deletion, or agreed cancellation of all or any clause or provisions of this agreement will be of any force or effect unless in writing and signed by the parties.

20.3) No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effectively only in the specific instance and for the purpose given. Failure or delay on the part of either party in exercising any right, power/privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power/privilege preclude any other/further exercise thereof or that exercise of any other rights, power or privilege.

20.4) All provisions and the variations clauses of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically severable from each other. Any provision or clause of this agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or any other reason whatever shall, in such jurisdiction only & only to the extent that it is so unenforceable, be treated as pro non scripto & the remaining provisions & clauses of this agreement shall remain full force & effect. The parties declare that it is their intention that this agreement would be executed without such unenforceable provision of they were aware of such enforceability at the time of execution hereof.

20.5) Neither this agreement nor any part share, or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party.

20.6) This agreement may be executed in counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signed one of the counterparts.

20.7) The terms and conditions laid down in this Tender, subsequent contract with successful bidder and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract.

20.8) The subsequent Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein alongwith any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to

the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

21) SIGNATURE: Signed on behalf of the parties, each signatory hereto warranting that he/she has due authority to do so.

IN WITNESS WHEREOF this agreement is executed at Mumbai on _____ above written.

SIGNED at _____ on _____

For and on behalf of M/s. MMTC Limited,

For and on behalf of M/s. _____

Signature _____

Name and designation of signatory.

Name and designation of signatory.

Witnesses :

1) _____

2) _____