



**MMTC LIMITED, NEW DELHI**  
(A Govt. of India Undertaking)

**ESTATE DIVISION**

**TENDER DOCUMENT**

No. MMTC/Estate/Valuation/2020-21

Dated 03.05.2021

**E-NIT for appointment of Valuer for Valuation of Immovable Properties of MMTC Limited**

Start date for Downloading tender document	<u>03/05/2021</u>	From 1200 Hrs
Last date for Downloading tender document	<u>24/05/2021</u>	Up to 1430 HRS
Due date of tender submission (Technical & Price Bid)	24/05/2021	Up to 1500 HRS
Technical Bids opening Date	25/05/2021	at 1100 HRS

**EMD (Earnest Money Deposit) : Rs.1,00,000/- (Rupees One Lakhs only)**

**Non-refundable tender Participation Fees : Rs.1,000/- (Rupees One Thousand Only)**

**The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the MMTC website <https://mmtc.abcprocure.com>, [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in)**

For bid submission, the bidder will have to necessarily download an official online copy of the tender document. All future Information viz. corrigendum / addendum / amendments etc. for this Tender shall be posted on **MMTC website <https://mmtc.abcprocure.com>, [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in)**. The bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration etc. MMTC in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**SPECIAL TERMS & CONDITIONS FOR e-TENDER**

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

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	Sonu Tank : 07935022180 Satabdi Dey : 07935022167 / 07935022166	info@abcprocure.com
<b>Mr. Himanshu (Dedicated Helpdesk for MMTC)</b>	<b><u>+91 9265562826</u></b>	<u>delhi.support@eptl.in</u>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	<u>+91-(79)- 68136 833</u>	<u>support@abcprocure.com</u>
	<u>+91-(79)- 68136 854</u>	
	+91 - 95108 12960, 95108 12971, 90810 00427, 99044 06300, 93745 19729	<u>dinesh.k@eptl.in</u> Support@abcprocure.com
<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST - MONDAY TO FRIDAY</b> <b>(Exclusions: MMTC HOLIDAYS)</b>		

2. 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 licensed CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein details have been mentioned.
3. 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.
4. For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

**MMTC LIMITED**  
**Core 1, SCOPE COMPLEX LODHI ROAD, NEW DELHI 110 003**

**E-NIT for appointment of Govt. approved Valuer for Valuation of Immovable Properties of  
MMTC Limited**

**TENDER DOCUMENT**

MMTC Limited, a Government of India Enterprise invites E-bids for appointment of Valuer for undertaking valuation of immovable properties (*Land & Buildings*) of MMTC Limited as per Annexure I from Government approved experienced Valuer. Interested bidders fulfilling eligibility criteria as mentioned in Clause No. 24 may submit their bid along with the requisite, Self certified scanned copies of documents are required to be furnished through e-mode in the TECHNICAL BID. Format for Technical bid is placed at Annexure –A and that of financial bid is at Annexure – B.

***Submission of Bid:***

1. Bidders are hereby requested to submit their e-bids in the following format:
2. The documents/formats should be filled / enclosed by the interested firms / companies / agencies in all respect along-with the Participation fee of Rs. 1,000/- (Rupees One Thousand) & interest free EMD of Rs.1.00 lacs (Rupees one lakh only). Bidders who had already submitted the EMD and participation fees in response the tender no. MMTC/Estate/Valuation/2020-21 dated 18.03.2021 need not submit the same again. However, copy of the proof of deposit is to be annexed.
3. The bidder shall furnish EMD of Rs.1.00 Lakh along-with Participation fee of Rs.1,000/- through online mode (RTGS/NEFT) in MMTC Limited account maintained with **State Bank of India, CAG Branch-II, Parswnath Towers, Gole Market, NEW DELHI having Account No. 00000010813608375, IFSC - SBIN0017313. (The deposit details are to be submitted along with tender form, failing which tender will be rejected).**
4. The tenders without Participation fee & EMD will be summarily rejected except in case of MSME Parties and those who had submitted the same in response to the previous tender no. MMTC/Estate/Valuation/2020-21 dated 18.03.2021. **(The deposit details are to be submitted along with tender form, failing which tender will be rejected).**
5. “Under Public Procurement Policy (PPP) issued by the Ministry of Micro, Small and Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum of 25% share out of the total procurement of goods and services by Central Ministries/Departments/PSUs are to be made from MSEs. Further out of the 25% target of annual procurement from MSEs, a sub-target of 5% annual procurement from MSEs owned by SC/ST Entrepreneurs and an additional 3% reservation for the Women owned MSEs within the above 25% reservation. Preference will be given to firms registered with the M/o MSME as per guidelines prescribed under MSMEs Act, 2006.”
6. In case the bidder is registered with Ministry of MSME/its authorized agencies. the bidder is required to submit valid registration certificate and store details in addition to above. The

MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

7. Opening of Technical e- bids would take place simultaneously on the date and time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.
8. Technical e-bids received and opened shall then be evaluated by the Evaluation Committee of MMTC as per Eligibility Criteria as mentioned in Clause 23 of this NIT.
9. MMTC will open the “Financial E-bids” of the technically qualified Bidders only. The intimation of date, time and venue of the opening of the “Financial E-bids” shall be informed separately through e mail/ telephonically to such bidders.
10. MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
11. MMTC reserves the right to extend the deadline for submission of e-bids by issuing a Corrigendum in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline will then be subject to the new deadline.
12. Withdrawal or modification of a bid after submission of e-bids may result in the forfeiture of the EMD and non-refundable Participation Fee.

**N.B.** – Financial bid or rate should not be reflected in any case in the Technical Bid.

13. Documents to be enclosed while submitting e-bids through e- mode only:
  - a. Earnest Money of Rs. 1,00,000/- (Rupees One Lakh only) : Through online mode (RTGS/NEFT) in MMTC Limited account maintained with **State Bank of India, CAG Branch-II, Parswnath Towers, Gole Market, NEW DELHI having Account No. 00000010813608375, IFSC - SBIN0017313. (The deposit details are to be submitted along with tender form, failing which tender will be rejected).**
  - b. Participation Fees (non-refundable) of Rs.1,000/- (Rupees One Thousand only) : Through online mode (RTGS/NEFT) in MMTC Limited account maintained with State Bank of India, CAG Branch-II, Parswnath Towers, Gole Market, NEW DELHI having Account No. 00000010813608375, IFSC - SBIN001731. (The deposit details are to be submitted along with tender form, failing which tender will be rejected).
  - c. **Technical Bid (Through e-mode only):**

The following Documents scanned images (in PDF format) stamped & signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed).

    - (i). Techno-Commercial Bid (as per format given in Annexure-A).
    - (ii). Complete bid document duly stamped & Signed by the bidder as a token of acceptance of Terms & Conditions of tender. – *STAMPED & SIGNED.*
    - (iii) Documents as per "Eligibility criteria" Clause No.24 of bid document

**d. Financial Bid : (Through e mode only) : Financial bid as per enclosed Format in Annexure - B.**

14. The e-bids will be received up to 24/05/2021 1500 hrs on last date of receipt of bids. E-Technical bids of bidders who have submitted the valid & requisite EMD and non-refundable participation Fees will be opened on 25/05/2021 at 11:00 hrs in the presence of the representatives of the bidders present.
15. The bidders who had submitted the requisite documents in response to the tender no. MMTC/Estate/Valuation/2020-21 dated 18.03.2021 have to apply afresh with all the requisite documents. However, the participation fees and EMD submitted for the earlier tender, if any, can be utilized for this tender as well provided the details of proof of submission of the same is annexed.
16. The EMD and Participation Fees of the bidder shall be forfeited
  - a. If the bidder withdraws the bid during the period of bid validity
  - b. In case the successful bidder fails to accept Letter of Award (LOA) within the stipulated period mentioned in LOA.
  - c. Besides forfeiture of EMD and Participation Fees, bidder shall not be considered for participation in any bidding process for next three years in MMTC.
17. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after successful completion of the contract. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work, without any interest. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the Valuer. The EMD/SD will be refunded to the Valuer on successful completion of the contract period without any interest.
18. During the operation of the contract, if it is established that the Valuer is not able to complete the Valuation assigned in time, the contract can be terminated by giving **Seven calendar days** notice period and the Valuation will be awarded to another Valuer at their cost, expenses and risk.
19. On placement of LOA, the Valuer is required to execute the Valuation within the specified period being time is essence of the contract. In case of failure, to do the valuation within the specified time, including reasons beyond the Valuer's control, there will be deduction in the bill submitted beyond the delivery date @ 5% on the total cost of the Valuation.
20. The bid shall remain valid for a period of three (03) months from the date of opening of the e-bids.
21. Rates to be quoted in the prescribed format and only in e- mode (as per the format in the Financial Bid placed at Annexure B). Rates submitted separately will not be considered.
22. MMTC reserves the right to appoint / award work to one or more Valuer / agencies for the Valuation without assigning any reason(s) thereof.

**23. A. Scope of Work:**

- i. Physical inspection of Properties duly supported with photographs of the properties.

- ii. To arrive at fair market value as on **31/03/2021** of MMTC's immovable properties located in Delhi and other parts of the Country in compliance with **Ind-AS** (Indian Accounting Standards) requirements.
- iii. Valuation of property/ flats / buildings of MMTC need to be done taking into account the total area including land of the respective premises.
- iv. Valuation must be submitted separately on the basis of (i) Current Title / (ii) Perpetual Lease and / (iii) Freehold etc. as applicable to the properties under any of the three approaches of valuation, i.e., Income, Cost & Market approach.

**B. Deliverables:**

- i. The selected valuer will submit a draft report within a period of **twenty-one (21)** days from the date of award of work/ issue of LOA.
- ii. The final report considering MMTC's feedback upon the draft report shall be submitted within seven (07) days of receipt of MMTC's comments, if any.
- iii. The successful bidder should ensure that the valuation report of the entire property of MMTC has to be submitted in totality. No part report will be allowed. Details of properties with location is attached at **Annexure - I**.

**24. ELIGIBILITY CRITERIA & REQUISITE DOCUMENTS:**

Bidders are to submit the Techno Commercial details online in the format at Annexure-A. Bidder should have following qualification:

a	<p>(i). The Valuer / Agency should have be registered with RVO / IOV Registered Valuer Foundation, New Delhi with valid Member-ID. (Attach copy of Registration).</p> <p>(ii). The valuer also should have valid certification with IBBI (Insolvency and Bankruptcy Board of India) as per Companies Act, 2013. (Attach copy of Certificate).</p>
	<p><b>(i)</b> The Valuer / Agency should have experience of valuing immovable properties/assets (Land &amp; Buildings) of at least one PSU/Government Organization in the last 03 (three) Financial years (i.e. 2017-18, 2018-19 &amp; 2019-20) amounting to <b>Rs.500 crores or above</b> (one single work of Valuation) using all 3 approaches of valuation i.e., Income, Cost &amp; Market approach . (Attach copies of work orders/contracts/LOA),  <b>AND</b></p> <p>(ii) The Valuer/ Agency should have experience of valuing immovable properties/assets (Land &amp; Buildings) for <b>three</b> completed works, each of value not less than <b>Rs.600 crores</b> in the last 3 Financial years (i.e. 2017-18, 2018-19 &amp; 2019-20) including (i) above (i.e. either part of 'i' above or a separate one). (Attach copies of work orders/contracts/LOA) <b>OR,</b></p> <p>(ii) The Valuer/ Agency should have experience of valuing immovable properties/assets (Land &amp; Buildings) for <b>two</b> completed works, each of value not less than <b>Rs.900 crores</b> in the last 3 Financial years (i.e. 2017-18, 2018-19 &amp; 2019-20) including (i) above (i.e. either part of 'i' above or a separate one). (Attach copies of work orders/contracts/LOA) <b>OR,</b></p> <p>(ii) The Valuer/ Agency should have experience of valuing immovable</p>

	properties/assets (Land & Buildings) for <b>one</b> completed work, having value not less than <b>Rs.1,200 crores</b> in the last 3 Financial years (i.e. 2017-18, 2018-19 & 2019-20) including (i) above (i.e. either part of 'i' above or a separate one). (Attach copies of work orders/contracts/LOA)
c	The Valuer / agency must be having its Registered office anywhere in India and having one office in New Delhi/ NCR (Valid Govt. approved document to be attached).
d	The Valuer / agency should be an income tax assesses having filed its return for the last three assessment years (copies of IT-returns to be furnished).
e	Having valid PAN number. (Copy of PAN Card to be furnished)
f	Copy of GSTIN Registration to be attached (as applicable).
g	The bidder should currently be a Government Approved Valuer and should be in compliance with provision of Section 247 of the Companies Act – 2013 and the Rules framed therein, i.e., Companies (Registered Valuers and Valuation) Rules, 2017 and also any other relevant Government mandated rules & regulations and any other registration requirements as applicable to undertake the valuation of immovable properties as Land and Building Valuer. (Self-declaration in Letter Head with authorized signatory and stamp is to be submitted).

## 25. RATES AND PRICES

- Bidders should quote the rates through online mode only in the format given at Annexure-B. Incomplete e-bids will summarily be rejected. The rates quoted by the bidder shall be valid till the final completion of the Valuation.
- The rates quoted should be inclusive of all statutory duties, levies, excise, customs and GST.
- Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD and action(s) as deem fit by MMTC. No additional travelling cost or any other costs, etc., would be payable by MMTC.
- Successful bidder shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government. MMTC in no way, whatsoever, will be responsible in this regard and MMTC remains harmless during tenure of contract.

## 26. Taxes and duties

All statutory dues, taxes, duties, levies, excises, GST, etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the successful bidder ; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, GST (which ever applicable) and other statutory local taxes levies including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract.

Any type of liability arises, if any, during the transaction/contract period or in future which is

associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.

## **27. PAYMENT:**

(A) The successful bidder shall submit his/her GST complied bills in triplicate to MMTC, Corporate Office after completion of valuation for further necessary action. The payment shall be released after execution of satisfactory work & necessary deductions, if any. The payment will be made through e-payment system only in the bank account of the successful bidder.

N.B. : No advance payment will be made at the beginning of the work.

## **B) TERMS FOR PAYMENT:**

- Payment of bills, which are ready in all respects, shall be endeavoured within 3 weeks of receipt of bill at MMTC after submission of Final Report.
- Any clarification/correction/modification, if required, in the bill will be sought from the successful bidder/Valuer/agency within 2-3 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC, CO.

## **28. Modification.**

Any modification of the Contract/Letter of Award (LOA) shall be in writing and signed by an authorized representative of each Party which shall form part of the existing contract/LOA.

## **29. Relationship between the Parties**

- a) Nothing in the LOA constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms & conditions of the LOA.
- c) MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the LOA.

## **30. No Assignment:**

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

## **31. 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 tender/LOA 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.

## **32. LIQUIDATED DAMAGES FOR DELAY IN SERVICE**

Time is essence of the contract. The successful bidder must adhere to the time limit and

ensure delivery/services. Failure to service all or part of the delivery/services on or before the stipulated date / deficiency in service will entail a pre- estimated pre-determined liquidated damages equal to 5% of the value of total contract price.

**33. EVALUATION CRITERIA**

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-A. Financial bid/s of such bidders who meet the techno- commercial parameters will thereafter be opened and the bidder quoting lowest amount will be awarded the contract.

**34. INDEMNITY:**

The successful bidder 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 successful bidder in the discharge of the obligation under this LOA, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent LOA, undertaking or if MMTC at its sole discretion considers that the successful bidder 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 LOA 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 LOA.

**35. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY**

*MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.*

**36. Arbitration Clause :**

*“Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled amicably at the first instance. If however, the parties’ fail to resolve amicably the same shall be referred to and settled through arbitration in accordance with the Rules of Arbitration of the SCOPE “ the award made in pursuance thereof shall be final and binding on the parties.” The law governing the contract shall be India Laws. The Language of the arbitration shall be English. The Venue of the arbitration shall be New Delhi only.*

### **37. Compliance with Laws**

- a) The Selected Bidder shall comply with the laws in force in India in the course of performing the LOA/contract.
- b) If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent LOA, in such event, the successful bidder will be solely liable to face the consequence of violation, inasmuch, the successful bidder 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.

### **38. Clause of Procurement from a bidder from a country sharing land border with India**

As per the Department of Expenditure OM no. 6/18/2019-PPD dated 23.07.2020, all bidders shall be required to submit an undertaking as per Form-A on their letter head.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person no falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation---

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares of capital or profits of the company;

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. in case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement

to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another, or to represent another in dealings with third person.

The aforementioned OM may be referred to for further details.

### **39. FORCE MAJEURE**

If at any time during the existence of this LOA either party is unable to perform in whole or in part any obligations under this LOA because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government, fires, floods, explosions, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the LOA in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfil its obligations under the present LOA 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 LOA. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority

### **40. APPLICABLE LAW AND JURISDICTION**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

### **41. Holiday Listing:**

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

### **42. 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.

#### **43. Termination Clause**

##### **Right to Terminate the Process**

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

- a) The selected bidder commits a breach of any of the terms and conditions of the bid/subsequent LOA. The bidder goes into liquidation, voluntarily or otherwise.
- b) Firstly, if the selected bidder fails to complete the assignment/deliver the services as agreed herein, MMTC its sole discretion shall terminate the contract.

Secondly, if the selected bidder fails to complete the assignment or performs unsatisfactory work it shall be the sole decision of MMTC to enter into a subsequent LOA and as per the time lines and guidelines prescribed in this Tender and extension if any allowed, shall be subject to the predetermined liquidated damages equal to the of the value of the total Contract price apart from the forfeiture of the Security Deposit in view of nonperformance of the contract.

- c) In the event of the successful bidder 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 passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the LOA/contract *with* one month notice period.
- d) In case the selected bidder fails to deliver the services as stipulated in the LOA/contract, MMTC shall terminate 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.
- e) After award of the LOA, if the selected bidder does not perform satisfactorily or delays execution of the LOA, MMTC reserves the right to get the balance LOA executed by another party of its choice by giving *07 Calendar days 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 LOA. This clause is applicable, if for any reason, the LOA is cancelled.
- f) On termination of the contract, MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance security deposit

under this LOA.

#### **44. Consequences of Termination**

- a) In the event of termination of the LOA/contract due to any cause whatsoever, [whether consequent to the stipulated term of the LOA 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 bidder 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 in relation to the execution/continued execution of the scope of the LOA.
- b) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the LOA that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **45. General:**

##### **Entire LOA**

The terms and conditions laid down in this Tender, scope of work, subsequent LOA and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and shall form an integral part of the LOA.

The subsequent LOA/contract constitutes the whole of the LOA between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subsequent LOA/contract not incorporated in this LOA/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent LOA/contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent LOA/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 scrip to and the remaining provisions and clauses of subsequent LOA shall remain in full force and effect. The Parties declare that it is their intention that LOA would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**46.** No alternative offer shall be considered.

**47.** MMTC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all e-bids after the same have been received, without thereby

incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of MMTC's action.

48. MMTC reserves the right to accept/reject any bid(s) and to cancel the bidding process at any time and reject all e-bids, at any time prior to placement of order, without thereby incurring any liability.
49. Mere participation in the tender does not assure any acceptance or, award of work.
50. MMTC shall not in any manner whatsoever be responsible for any sufferings or mis-happening or compensation to the workers/officials of the service provider/successful bidder for holding of this event and service provider/successful bidder shall be personally and exclusively responsible for the same.
51. All previous correspondence entered into by the company before entering into this tender shall be null and void and the terms of this empanelment / tender supersedes the previous advice/acceptance in this regard.
52. Any clarification on the documents may be obtained from:-

**S K Dutta**

Chief Manager (Estate)  
MMTC Limited, Core-1, SCOPE Complex New  
Delhi-110003  
Telephone No: 011-24381338  
Mobile No. : 9871466779  
Email : [skdutta@mmtclimited.com](mailto:skdutta@mmtclimited.com)

## **INSTRUCTIONS TO BIDDERS**

### **TENDER SUBMISSION PROCEDURE:**

*The bidder shall submit the tender in two bid system.*

**PART – A shall be TECHNICAL BID, PART –B shall be FINANCIAL BID.**

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

### **ENCLOSURES TO PART – A (THROUGH E-MODE ONLY):**

1. E-TENDER DOCUMENTS ALONG WITH THE COMPLETION CERTIFICATES ISSUED BY THE CLIENTS WHERE WORKS HAVE BEEN EXECUTED, COPIES OF LOA / AWARD LETTER ETC OF SIMILAR NATURE/TYPE SHOULD BE ENCLOSED AS A PROOF - **If submitted – tick (yes)**
2. EARNEST MONEY DEPOSIT (INTEREST FREE) OF RS. 1,00,000/- (Rupees One Lakh Only). **If submitted – tick (yes)**
3. NON-REFUNDABLE PARTICIPATION FEES OF RS. 1,000/- (Rupees One Thousand only). **If submitted – tick (yes)**
4. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: COPY OF GSTIN REGISTRATION, VALUER CERTIFICATES, IT REGISTRATION & PAN CARD ETC, TO BE ENCLOSED (IF APPLICABLE). **If submitted – tick (yes)**
5. THE VALUER / AGENCY SHOULD BE AN INCOME TAX ASSESSEE HAVING VALID PAN NUMBER AND HAVING FILED ITS RETURN FOR THE LAST THREE ASSESSMENT YEARS (COPIES OF IT RETURNS MAY BE FURNISHED ALONG WITH A COPY OF THE PAN CARD). **If submitted-tick (yes)**
6. In case the party is registered with Ministry of MSME/its authorized agencies, he is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006. **If submitted-tick (yes)**
7. THIS IS TO CONFIRM THAT IN CASE OF ACCEPTANCE OF OUR TENDER BID, WE DO HEREBY UNDERTAKE TO CARRY OUT THE SAID WORKS AS PER OUR ALL INCLUSIVE QUOTED RATES (IN INDIAN RUPEES) UNDER THE LAID DOWN TERMS, CONDITIONS, SPECIFICATIONS, ETC IN THIS TENDER. WE ALSO CONFIRM THAT THE WORK SHALL BE DONE WITHIN THE STIPULATED PERIOD AS PER THE TERMS AND CONDITIONS OF THIS E-NIT. - **If submitted- tick (yes).**

### **Foot Notes:**

1. The tender shall be liable for rejection at the option of the MMTCL Limited, if the party fails to submit any one of the above documents.
2. It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).

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

1. FINANCIAL BID in prescribed format DULY FILLED AND SIGNED.

**FOR MMTCLIMITED**

**S K Dutta**

**Chief Manager (Estate)**

**MMTC Limited, Core-1, SCOPE  
Complex, 7, Institutional Area, Lodhi  
Road, New Delhi – 110003. E-mail:  
skdutta@mmtclimited.com), Mob.  
No. 9871466779.**

**FORM-A**  
**(to be filled by the bidder on their letter head)**

**To,  
Chief Manager (Estate),  
MMTC Limited,  
Core-1, SCOPE Complex,  
Lodhi Road, New Delhi – 110017**

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Thanking you,

**Yours faithfully,**

**(Name, Designation and Signature)**

**TECHNO-COMMERCIALBID**

1	<b><u>Details of Bidder</u></b>					
	Name					
	Address					
	Contact Person's					
	i. Name & Design.					
	ii. Address					
	iii Tel No.		Landline			
			Mobile			
iv. Email ID						
2	PAN No. (Please upload photocopy)					
	Has the copy of PAN been uploaded?					
3	GST/Service Tax No.					
	Has the copy of GST / Service Tax					
4	Details of experience in the field of Valuation:		<b>S.No.</b>	<b>Name &amp; Address of Govt. Organization</b>	<b>Year</b>	<b>Valuation Amount</b>
5	EMD details Please upload copy of BANK Transaction		Amount: Rs.1,00,000/- Copy of Bank Transaction			
6	Non-refundable participation fee tender		Amount: Rs.1,000/- Copy of Bank Transaction			

7	In case of a MSME, Registration Certification from Ministry of MSME/its authorized agencies be uploaded	
8.	Please upload copies of work order of executing similar works/ completion certificates issued by client in support of their claims of executing similar works	

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

**ANNEXURE B**

**FINANCIAL BID**

**(Through e-mode)**

<b>Total Fee</b>  <b>(inclusive of all taxes, GST &amp; travelling) for valuation of MMTC Properties as per Annexure-I</b>	<b>Rs.</b> _____  <b>(In words)</b> _____ _____

**N.B.** The rate/amount quoted as above shall remain valid for 3 months from the date of opening of the tender for acceptance by MMTC Limited. The rate/amount is inclusive of GST.

Date:

Place:

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

**ANNEXURE-1**

<b><u>Details of MMTC Properties</u></b>						
SI No	Location	Property (Freehold/Lease hold)	Commercial/ Residential	Type of Property ( Land/Building/Flat)	No of Floors/Flats	Area (Sq .ft)
<b>DELHI</b>						
1	Scope Complex, Core-1, Lodhi Road, New Delhi 110003	Land leased from L&DO to SCOPE. Alloted by SCOPE to MMTC	Commercial	Core-1 - with 7 Floors (Upper & Lower Basements with parking)	G+7 floors	97163
2	MMTC Housing Colony, Sri Auribondo Marg, New Delhi 110017	Leased (99 years w.e.f 17/04/1965)	Residential	Type 'B' (4 Blocks)-128	298	16.16(Acres )
				Type 'C' (3 Blocks)-78		
				Type 'D' (3 Blocks)-63		
				Type 'E' (1 Block)-11		
				Type 'Dx' (1 Block)-18		
				Community Centre		
3	L-1/1, Hauz Khas Enclave, New Delhi, 110016	Own	Residential	Land + 3 Flats	3	7978
<b>MUMBAI</b>						
4	Plot No C-22, Block E, MMTC HOUSE Bandra Kurla Office Complex, Mumbai	Leased with MMRDA	Commercial	Land & Bldg	Gr.+ 8 storey	47279
5	Flat No. 2, Bhaveshwar Sagar, Co-op Housing Soc, 20, Napsean Road, Mumbai - 400066	Own	Residential	Flat	1	1912

6	Flat No. 12 & 16, Rajmayur CHS Limited, Plot no. 596/597, 19th road, Khar, Mumbai - 400052	Own	Residential	Flat	2	710x2
7	Flat No. 101, 201, 301, 302, 401 & 402, Kalpita Enclave CHS Ltd., Swami Nityanand Marg, Koldogri, Andheri (E), Mumbai - 400096	Own	Residential	Flat	6	600x6
8	Flat No. 5, 7, 8 & 9 Ahiya Premises CHS Ltd., Plot No. 53, Junction 16th & Main Avenue Road, Santacruz, Mumbai - 400054.	Own	Residential	Flat	4	3x985 1x1219
9	MMTC Apartments, Plot No 66, Devchand Marg, Haji Bapu Road, Malad (E), Mumbai - 400069	Own	Residential	Land & Flats	16	500x16
10	Flat No. G-7, Nav Ratana Co-op, Hsg Soc. JVPD, Vile Parle (W), Mumbai - 400049	Own	Residential	Flat	1	678
11	Flat No. 201, 204 & 602, Gemini Apptts, Divya Park, Malwani village, Marwe Road, Malad (E), Mumbai - 400069	Own	Residential	Flat	3	774x2521x1
12	Flat No. 502 & 503, Sundaram - 3, CHS, Plot no. 217, Malad(E), Mumbai - 400077	Own	Residential	Flat	2	551x2
13	Flat No. 108, 109, 708 & 709, Cancer Pisces Appts, Marwe Road, Malad (W), Mumbai - 400095	Own	Residential	Flat	4	511x4
14	Flat No. 401, Awanti Apptts, Plot No 13, Jogeshwari	Own	Residential	Flat	1	660
15	Flat No. 10, Kalptaru CHS, 88-A, Ghatala, Vill Marg, Chembur, Mumbai - 400074.	Own	Residential	Flat	1	775

<b>GOA</b>						
16	Rose Mathues Chambers, Vasco da Gama	Own	Residential	Flat	3	1x1276 2x812
17	Lakshadeep Appartments, Goa	Own	Residential	Flat	5	2x1248 1x1184 2x858
18	MMTC Colony, Sada, Vascoda Gama	LEASED	Residential	Flat + Land	36	12x393 24x604 Land:3.53 acres
<b>AHMEDABAD</b>						
19	2,Nagindass Chambers, Osmanpura, Ashram Road, Ahmedabad	Own	Commercial	Office Building	2nd Floor	2583.99
20	4/6 , Shreeji Appts, Azad Society 2nd(Floor) Amba Wadi Ahmedabad	Own	Residential	Flat	1	1025
21	A/4, Babul Apptts Behind Nehru Nagar Amba Wadi, Ahmedabad	Own	Residential	Flat	1	810
22	Bhagwati Apptts/Shambavnath Appts. (1st Floor) Vidya Ngr Road Ahmedabad	Own	Residential	Flat	1	648
<b>BELLARY</b>						
23	TS No 592/2 Anantapur Road, Bellary	Own	Commercial	Land with boundary wall	1	0.94(Acres )
24	SY no 111/3A,112/A,113/A,136/2,144/1 A Bannihati village,Sandar Taluq,Bellary District	Own	Commercial	Land plus office building	1	16.91(Acres )
25	Sy no 175-B, Sy No 174, Sy no 173 A/2 Karigunuru village, Hospet	Own	Commercial	Land plus building	1	6.95(Acres )
26	Sy No 316, Sy No 317/B, Main Road, Toranagallu, Bellary District	Own	Residential	Land plus flats	24	3.97(Acres)

<b>BANGALORE</b>						
27	D3-218, 2nd floor, Kailash Appts, Malleswaram	Own	Residential	Flat	1	880
28	F-331, 3rd floor, cauvery block, NGV Complex, Koramangala	Own	Residential	Flat	1	1393
29	F-301, 3rd floor, Cauvery Block, NGV Complex, Koramangala.	Own	Residential	Flat	1	1393
30	F-212 D, 3rd floor, cauvery block, NGV Complex, Koramangala	Own	Residential	Flat	1	1802
<b>CHENNAI</b>						
31	Flat No. 4, Hascinda Appt. Karpagam Avenue, Chennai	Own	Residential	Flat	1	1397
32	Flat No. 2, Hascinda Appt. Karpagam Avenue, Chennai	Own	Residential	Flat	1	1427
	VISAKHAPATNAM					
33	Office Area ,MMTC Bhawan),Port Area, Visakhapatnam,	Lease	Commercial	Office Building	1	45596
34	MMTC Godowns , New Port Area, Kakinada	Lease	Commercial	MMTC Godowns	1	217797
<b>KOLKATA</b>						
35	7B, Allenby Flats, Allenby Road,Kolkata	Own	Residential	Flat	5	4816 (Total)
36	Akashdeep , Flat No 6 , Lower Rowdon Street , Kolkatta	Own	Residential	Flat	1	2001
<b>BHUBANESHWAR</b>						
37	MMTC Housing Complex, Bonaikela, Joda, Keojhar Dirstrict.	LEASED	Residential	Land & Bldg	33	4(Acres)
38	MMTC Sub Regional Office, Sundra, W.No.15, PO/PS, Barbil	LEASED	Commercial	Land & Office Building	1	7.5(Acres)

39	MMTC Regional Office, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar, Orissa	Own	Commercial	Office Building	1	7839.84
40	Plot No.46, Sandhakud Village, Madhuban Area Paradip	LEASED	Residential	Land & Bldg	48	2 (Acres)
<b>JHARKAND</b>						
41	Chandwara Village, Koderma, Abhrak nagar, Jharkand	LEASED	Commercial	Land and factory	1	52 (Acres)