



सत्यमेव जयते

महात्मा फुले मागासवर्ग विकास महामंडळ मर्यादित (महाराष्ट्र शासनाचा अंगिकृत उपक्रम)



महात्मा फुले मागासवर्ग विकास महामंडळ मर्या. मुंबई यांना उच्च न्यायालय, मुंबई जवळ ('फोर्टमध्ये') कार्यालयीन कामाकरिता भाडे तत्वावर सुमारे २५०० ते ३००० चौ. फूट क्षेत्रफळाच्या जागेची आवश्यकता आहे. तपशिलवार माहितीकरिता कृपया <https://mpbcdc.maharashtra.gov.in> येथे भेट द्यावी.

महाव्यवस्थापक



सत्यमेव जयते

MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD., MUMBAI (A Government of Maharashtra Undertaking)



Mahatma Phule Backward Class Development Corporation Ltd. Mumbai required about 2500 to 3000 sq. ft. space on rent basis for office work near High Court, Fort, Mumbai For detailed information please visit <https://mpbcdc.maharashtra.gov.in>.

General Manager



**MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD, MUMBAI
(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)**

REQUEST FOR PROPOSAL DOCUMENT

FOR

**REQUIREMENT OF APPROXIMATELY 2500 to 3000SQ. FT. PREMISES
FOR OFFICE ON LEASE RENT AT FORT, NEAR HIGH COURT, MUMBAI**

22 AUGUST, 2024

REQUEST FOR PROPOSAL DOCUMENT
FOR
REQUIREMENT OF APPROXIMATELY 2500 to 3000SQ. FT. PREMISES
FOR OFFICE ON LEASE RENT AT FORT, NEAR HIGH COURT, MUMBAI

To be received up to	17.30 hrs on 31/08/2024
To be submitted	Online to MPBCDC LTD. using the E-tender system of MPBCDC LTD. i.e. https://organizations.maharashtra.nextprocure.in <u>MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATIONN LTD.</u> MUMBAI <u>(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)</u> Tel No. 022-26200351/26202852

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NOTICE FOR INVITATION OF REQUEST FOR PROPOSAL**MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.***(A Govt. of Maharashtra Undertaking)*

Tel.: 022-26200351/26202852,


Fax: 022-26705173

e-Tender Portal- <https://organizations.maharashtra.nextprocure.in>**CIN No. U74999MH1978SGC020479****INVITATION OF REQUEST FOR PROPOSAL****FOR****REQUIREMENT OF APPROXIMATELY 2500 to 3000SQ. FT. PREMISES
FOR OFFICE ON LEASE RENT AT FORT, NEAR HIGH COURT, MUMBAI**

Online digitally signed offers are invited only from the Undertakings of Government of Maharashtra / Government of India / Companies under the company Act provisions / Public Sector Banks / Financial Institutions / Govt. Departments for the Requirement of Appx. 2500 to 3000 Sq. Ft. ready to move furnished Premises on Lease Rent at FORT, NEAR HIGH COURT, Mumbai for a Lease Period of 3 to 5 years for the Corporate Office of the MPBCDC Ltd.

- The offer document can be viewed / downloaded through e-tendering portal, <https://organizations.maharashtra.nextprocure.in> from 22/08/2024 from 11.00 hrs. to till 31/08/2024 till 15.00 hrs.
 - Interested parties may download the offer document on payment of **Rs.5,000/- + Rs.900/- (18% GST)**
 - The offers shall be submitted along with **Rs. 50,000/-** as an Earnest Money Deposit through online payment gateway which can be accessed through <https://organizations.maharashtra.nextprocure.in>.
 - Guidelines to download the offer document and online submission of offers can be downloaded from website <https://organizations.maharashtra.nextprocure.in>.
 - The last date of submission is 31/08/2024 till 17.30 hrs.
 - Right to accept or reject any or all the offers in full or in part without assigning any reason whatsoever is reserved with MPBCDC Ltd.

Sd/-**Managing Director**

	MAHATMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD. MUMBAI (A Govt. Of Maharashtra undertaking)
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Tel:- 022-26200351/26202852,

Website: -<https://mpbcdc.maharashtra.gov.in>

E-Tendering Portal: <https://organizations.maharashtra.nextprocure.in>

NOTICE INVITING REQUEST FOR PROPOSAL

Date: 22/08/2024

On behalf of the Mahatma Phule Backward Class Development Corporation Ltd., the undersigned invites online Request for Proposal only from the Undertakings of Government of Maharashtra / Government of India//Companies under the company Act provisions / Public Sector Banks / Financial Institutions / Govt. Departments for requirement of approximately 2500 to 3000sq. ft. furnished / semi-furnished premises on lease rent at FORT, NEAR HIGH COURT, Mumbai for a 3 to 5 years period of lease for the Corporate Office of the MPBCDC Ltd.

Sr. No	Request for Proposal	Earnest Money Deposit (Rs.)	Cost of blank RFP Document (Rs)
1	Requirement of approximately 2500 to 3000sq. ft. furnished / semi-furnished premises on lease rent at FORT, NEAR HIGH COURT, Mumbai for a 3 to 5 years period of lease for the Corporate Office of MPBCDC Ltd.	50,000/-	5,000 + Rs. 900/- GST

- Complete bidding/tendering process will be online (e-tendering) in two envelope system, - '1. Technical Envelope' and '2. Financial Envelope'. All the notifications, clarifications, corrigendum/s & details of terms and conditions regarding this tender/bid notice hereafter will be published online on web site <https://organizations.maharashtra.nextprocure.in>
- Bid/Offer Document can be seen, downloaded & submitted on the website <https://organizations.maharashtra.nextprocure.in>
- Bid/Offer Document can be downloaded from 22/08/2024 at 11.00 hrs. to 31/08/2024 till 15.00 hrs.

4. Bidder/Offeror shall submit, online, the Technical & Financial bids & relevant documents in scanned copies in PDF format and all calculations in XLS format, duly compacted in .rar or .zip format, in the folder named '**Technical Bid**' as mentioned in technical document.
5. The last date of submission 'online' is 31/08/2024 up to 17.30 hrs.
6. Bidder/Offeror shall also submit copies all Original Documents in the physical form (the entire set of documents as uploaded online during bid/offer submission), and it's full copy in electronic form viz., pen drive or CD, containing scanned copies of relevant documents in PDF format and statements of Area Calculations in XLS format, in the envelope marked as '**Technical Bid**' for verification at the time of technical bid/offer opening at the office of General Manager, MPBCDC Ltd., 1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.
7. Prescribed cost of Offer Document and EMD must be paid online through the payment Gateway before submitting the Bid/Offer online.
8. Please note that the financial Bid/Offer shall be submitted online only.
9. Technical bids/offers received 'online' of '**Technical Bid**' will be opened, if possible, 02/09/2024 at 15.30 hrs. at the office of the General Manager, MPBCDC Ltd., 1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049. using the site <https://organizations.maharashtra.nextprocure.in>
10. Time and date of opening of financial bids/offers will be informed to the qualified Bidders/Offerors by separate communication.
11. Bidders/Offerors shall have valid class II/III Digital Signature Certificate (DSC) obtained from any Certifying Authority.
12. The MPBCDC Ltd, reserves the right to accept or reject any or all the bids/offers without assigning any reason.
13. Guidelines to download the Offer Document and online submission of Bids/Offerors can be downloaded from the website <https://organizations.maharashtra.nextprocure.in>.

MANAGING DIRECTOR
MPBCDC Ltd. Mumbai

SECTION - 1
CHECK LIST

Check List

1.	Whether the Bidder/Offeror has completed the Letter of Transmittal as per format given in the Offer Document.	YES/ NO
2.	Whether the requisite Earnest Money Deposit (EMD) from the Bidder/Offeror has been enclosed with the Technical Proposal.	YES/ NO
3.	Furnish the following details of Earnest Money Deposit (EMD)	
	i) Name of the issuing bank: _____ ii) Amount : _____ iii) RTGS (UTR) No. : _____ iv) Date of Transaction : _____	
4.	Whether the following details have been furnished:	
	i) Power of Attorney of the person signing the Offer and attested signature of the Signatory, in case of signing as Proprietor/Partner or Director of the firm/company. The written communication in form of letter signed by himself, by all Partners or a Board Resolution, as the case may be, to authorise Bidder/Offeror on behalf of the organisation his/her signature.	YES/ NO
	ii) Has it been ensured that there are no over writings in the offer? Have corrections been properly attested by the persons(s) signing the Offer/Bid.	YES/ NO
5.	Are all the pages of the Offer submitted consecutively numbered, signed and stamped by the person(s) signing the Offer/Bid.	YES/ NO
6.	Bidder /Offeror has quoted its offer strictly as per the form of financial offer given in the Offer Document along with the required details in Annexure D	YES/ NO

Bidders/Offerors are requested to duly fill-in this Check List. This check list contains certain important parameters only, so as to facilitate the Bidder/Offeror to make sure that the necessary data/information is provided with. This, however, does not relieve the Bidder/Offeror of its responsibility to make sure that its Offer/Bid is otherwise complete in all respect. Bidders/Offerors are requested to tick mark the relevant option

(Signature of Bidder/Offeror)

SECTION - 2
INSTRUCTIONS TO BIDDERS/OFFEROR

INSTRUCTIONS TO BIDDERS/OFFERES

The Government of Maharashtra has set up the “Mahatma Phule Backward CLASS Development Corporation” on July 10, 1978 under the Companies Act, 1956 with the main objective of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes and Neo-Buddhist communities in the State of Maharashtra.

MPBCDC Ltd. is looking for suitable furnished / semi-furnished office premises on lease rent only from the at the prime business hub for corporate office in the larger public interest of providing an accelerated & sustainable environment in promotion of various ambitious innovative projects / schemes like incubation center/startup entrepreneurship / training / software technology park etc.

Request for Proposal	Location	Earnest Money Deposit Rs.
Requirement of approximately 2500 to 3000sq. ft. furnished / semi-furnished premises on lease rent at FORT, NEAR HIGH COURT, Mumbai for a 3 to 5 years period of lease for the Corporate Office of MPBCDC Ltd.	FORT, NEAR HIGH COURT, Mumbai	50,000/-

1. Submission of Offers:

The Offers shall be submitted online on <https://organizations.maharashtra.nextprocure.in> and only the technical envelop shall be submitted offline at MPBCDC Ltd., General Manager 1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.

The date and time of receipt of offers shall strictly apply in all cases.

The person or persons signing the offer shall state in what capacity, he/she is or they are signing the offer viz., as a Secretary/ Manager/ Director etc. of a limited company or as an Authorised Signatory. In the case of a limited company, the names of all the Directors shall be mentioned and the Offer shall be accompanied by a certificate, certifying that the person signing the Offer is empowered by a resolution of the Board of Directors to do so on behalf of the Board/Company and certified copy of Resolution along with a copy of Memorandum and Articles of Association of the Company shall be furnished.

All the pages of the Offer Document must be signed/ initialed by the person signing the Offer.

2. **Place of Submission:** The Bids/Offerers shall be submitted online (only technical bid). Online using the E-tender system of MPBCDC i.e. <https://organizations.maharashtra.nextprocure.in> and offline at MPBCDC Ltd., General Manager, 1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.
3. **Date and Time of Submission of Offer:** The Bid/Offer shall be submitted by the Bidder/ Offerors at the date, time and address as stated in the Offer Document. The MPBCDC may at its discretion, extend the deadline for submission of Bids/ Offers by issuing an Addendum/Corrigendum in which case, all rights and obligations of the MPBCDC and Bidders/ Offerors previously subjected to the original deadline shall be subjected to the new dead line.
4. **Inspection Visit:** It will be imperative for MPBCDC Ltd. to depute General Manager, MPBCDC Ltd. to fully get informed by visiting and examining the site of all local conditions and factors like surrounding, location of the demised land, type of construction, electric supply provision, water supply provision, waste material disposal arrangement, suitability of furniture etc. requirements of necessary permission/ approvals/ licenses from the local and competent authorities which may have effect on the construction, permissible use, FSI for the new construction on open area offered under this Offer Document may also be examined and considered by the MPBCDC Ltd.

No claim for financial adjustment to the lease approved on these specifications and documents will be entertained by MPBCDC for any reason whatsoever neither any change in the time schedule of the lease nor any financial consideration arising therefrom shall be permitted by MPBCDC Ltd.
5. **Pre – Bid Meeting:** No pre bid meeting is required to be held in view of short tender.
6. **Modification and Withdrawal:** If after submission of the Bid/Offer the Bidder/ Offeror withdraws his/its Offer or unilaterally modifies the same during its validity, without prejudice to any other rights and powers of the MPBCDC hereunder or in law, the full amount of the Earnest Money deposited by the Bidder/ Offeror shall stand forfeited.
7. **Eligibility & Qualification of Bidder/Offerer:** To be eligible as successful lessor, the Bidder/ Offeror shall provide satisfactory evidence to MPBCDC of its eligibility, qualification, capability and adequacy of resources to carry out the work effectively. For the purpose of this RFP, the Bidder/ Offeror shall possess the following General and Technical Qualification/Eligibility Criteria.

The Financial offers of only those Bidders/ Offerors, who meet the said criteria, will be opened.

8. Eligibility Criteria:

8.1 Eligible bidders

8.1.1 The Bidder may be a Single entity, the expression 'entity', for the purpose of this clause, shall mean and refer to Undertakings of Government of Maharashtra / Government of India / Public Sector Banks / Financial Institutions / Govt. Departments Undertakings of Government of Maharashtra / Government of India / Public Sector Banks / Financial Institutions / Govt. Departments and corporate entities incorporated under the Companies Act, 1956. The term Bidder used hereinafter would therefore apply for a Undertakings of Government of Maharashtra / Government of India / Public Sector Banks / Financial Institutions / Govt. Departments / corporate entity. The Bidder if corporate entity should submit a Power of Attorney/ Board Resolution as per the format enclosed herewith, authorizing the signatory of the Bid to commit the Bidder.

8.1.2 At any point in time in the Bidding Process, if required by MPBCDC, it is the Bidders' responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of MPBCDC. Bidders may be required to periodically update (at times to be notified by MPBCDC) the information submitted in their Capability Statement as regards the following:

- Evidence of availability of premises in their ownership / lawful possession
- Any other information that might be requested;

8.2 Minimum qualifying criteria for the bidder

The Bidders should satisfy the following minimum parameters to be eligible for further RFP process.

Being an Undertakings of Government of Maharashtra / Government of India / Public Sector Banks / Financial Institutions / Govt. Departments.

9. **Technical Proposal:** For the purpose of this Offer, all Offers/Bids submitted shall include following information under 'Technical Proposal' as per the formats given in **Appendix-1** with documentary evidence wherever necessary:

- 9.1 Letter of Transmittal for submitting the Technical Proposal as per format given in Annexure-A. The Receipt for payment of the Earnest Money Deposit (EMD) shall be attached to this Annexure.
- 9.2 Details of Organisation and Organizational set up including offices as per format given in **Annexure-B**.
- 9.3 The copy of Offer Document along with Corrigendum and/or Addendum shall be duly signed/ initialled on all pages and stamped and enclosed in the envelope of Technical Proposal.

In case the documents are misplaced or wrongly placed in the envelopes or the envelopes are mixed up in the Bid/Offer being submitted by the Bidder/Offeror, then such Bids/Offers will be rejected forthwith.

- 10 **Contents of the Offer Document:** The standard terms and conditions of the contract are contained in this Offer Document. All the Bidders/Offeror shall be deemed to have read and understood all the terms and conditions provided in this Offer Document before submitting their Offers/Bids. Bids/Offers which are not substantially responsive to the requirement stated in this Offer Document shall be rejected. The Terms and Conditions and formats for submission are enclosed in this Document, to help the Bidders/Offeror in submission of Bids/Offers.
- 11 **Cost of Offer:** The Bidder/Offeror shall alone bear all costs associated with preparation and submission of its offer presentation, photographs of the site, plans, drawings, financial projections, project feasibility report etc.
- 12 **Lease Period:** The Lease period shall be 3-5 years from the date of signing the Lease Agreement. The Lease period shall include the time required for carrying out any furniture work in the said premises, excluding period of obtaining necessary permissions/approvals/ licenses/clearances etc. from the all-competent authorities, if so required.
- 13 **Language of bids:** All information in the Bid/Offer shall be in English. Failure to comply with this shall disqualify a bid/offer.
- 14 **Financial Proposal:** The financial proposal shall be submitted online only. Offers submitted shall include following information under Financial Proposal as per the formats given in **Appendix-2** with documentary evidence wherever necessary.
 - a. Letter of Transmittal for submitting the Financial Proposal as per format given in **Annexure-C**
 - b. The Financial Offer shall be submitted as per Form of Offer given in **Annexure-D**. The Bidders/Offeror shall quote the lease premium payable per month per sq. mtr. of carpet area by MPBCDC as per **Annexure- D along with amount of Performance Security Deposit**. The offer quoted by the Bidder shall be exclusive of all the cost likely to be incurred by the successful bidder for execution of the Lease Agreement for the said premises however shall include cost of operation and maintenance, property tax during the entire lease period. The offer quoted by the Bidder shall also be exclusive of the taxes applicable i.e. GST or any other tax applicable or which may become applicable from time to time, and shall be paid along with the amounts payable as Lease Rent.
 - c. The Bidder shall quote the lease premium expected (excluding rates and taxes, etc.) and amount payable per month by the MPBCDC Ltd. for the entire period of the lease per month basis in the following

format:

- i. On acceptance of the offer by the MPBCDC, the onetime upfront Performance Security Deposit if any to be paid by the MPBCDC which shall be paid in one single instalment and which shall be refundable on the expiry of the lease. The said Deposit shall be paid at the time of execution of the Lease Agreement.
 - ii. The Earnest Money deposit of the Bidder / Offeror shall be refunded upon execution of the Lease Agreement to the successful Bidder/Offeror.
 - iii. The Bidder/Offeror shall not quote its offer anywhere else directly or indirectly except in form in **Annexure - D**.
- d. **Lease Rent** - The Lease Rent per year (excluding rates, outgoing and taxes, etc) for demised premises shall be Rs. XXX (Rupees) per sq. mtr. of Carpet Area Per month i.e. Rs.XXX p.a. for the entire period of lease.

The lease rent shall be promptly paid on or before 10th of the month in advance or as per the condition set in the Lease Agreement. In case of delay in payment of the monthly lease rent on the due dates the MPBCDC shall be liable to pay compound interest at the rate of 8% p.a. on the amount of lease rent and arrears thereof for the period from the due date of the payment as aforesaid till the payment is actually received (both days inclusive) by the Lessor.

- e. The Bidder/Offeror shall implicitly give MPBCDC a right to inspect the premises before the acceptance of an offer or to verify any other information given regarding qualification.

15 Evaluation of Offers: Offers received and found valid will be evaluated to ascertain the best offer in the interest of MPBCDC. The Bidder/Offeror shall take enough care to submit all the information sought by MPBCDC in the desired formats failing which the Bid/Offer will be liable to be rejected. The Bids/Offerors shall be evaluated based on the Eligibility and Qualification criteria given above.

The Technical Proposals will be opened in front of the Bidders/authorized representatives of the Bidders/Offeror present at the stipulated time indicated elsewhere in this document or at such time informed separately by the MPBCDC to all the participating Bidders/Offeror.

All Financial proposals of the Bidders/Offeror whose Technical proposals do not contain the specified documents or any of the specified documents is missing or the eligibility & qualification criteria is not fulfilled as stipulated will be separated out, and they shall not be opened. A note indicating the nature of deficiency and the fact that it is not opened will be recorded without communication to any of the Bidders/Offeror.

16 Validity: The bid/offer shall be valid for a period of One Hundred and Twenty (120) days from the last date of bid/offer submission. Thereafter it shall be treated as valid till the final procedure is complete.

17 Earnest Money Deposit (EMD):

- 17.1** The Bidder/Offeror shall furnish, as part of his Bid/Offer, an EMD of Rs. 50,000/- (Rupees Fifty Thousand only).
- 17.2** The EMD shall be paid on line through the <https://organizations.maharashtra.nextprocure.in>
- 17.3** Any offer not accompanied by EMD shall be rejected.
- 17.4** If after submitting the Bid/Offer, the Bidder/Offeror withdraws its Bid/Offer or modifies the same after its closing date and before the expiry of the validity period or if after acceptance of its Bid/Offer, fails to execute the Lease Agreement, without prejudice to any rights and powers of the MPBCDC, hereunder or in law, the MPBCDC shall forfeit the full amount of EMD deposited by the Bidder/Offeror with the MPBCDC.
- 17.5** In the event of Offer being not accepted, the amount of EMD deposited by the Bidder/Offeror shall unless it is prior thereto forfeited under the provisions of Sub Clause 17.4 above, will be refunded to the Bidder/Offeror at the time of execution of the Lease Agreement. The EMD shall not carry any interest.

18 Process to be Confidential: After opening of the Bids/Offers, no information relating to the examination, clarification, evaluation and comparison of Bids/Offers and recommendations concerning the award of contract/agreement shall be disclosed to the Bidders or other persons.

Any effort by a Bidder/Offeror to influence the MPBCDC in the process of examination, clarification, evaluation, comparison of offers and in the decision concerning the award of contract may result in rejection of its Bid/Offer.

19 Clarification of Offers: To assist in examination, evaluation of Offers/Bids, the MPBCDC may ask Bidders/Offeror individually for clarification of their Bids/Offers including reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing. MPBCDC may also call upon the Bidder to give a presentation on the activities proposed by it, to get more clarity about the proposal of the Bidder.

20 Offer Liable for Rejection: The Bid/Offer will be rejected if on opening it is found that:

- 20.1** The Bidder/Offeror has not strictly followed the procedure laid down for submission of Bid/Offer.
- 20.2** Additions, corrections or alterations are made by the Bidder/Offeror on any page of the Offer Document without authentication.

- 20.3 The Bidder/Offeror has not signed the Offer Document as stipulated in the Offer Document.
- 20.4 The Bidder/Offeror has specified any additional condition(s)
- 20.5 The Bidder/Offeror has not attached any of the documents listed in the Technical Proposal, duly signed and stamped Original Offer Document and/or any Corrigendum and/or Addendum or both, if issued.
- 21 **Correction of Errors:** If there is any discrepancy between the offer Quoted in figures and in words, the amount quoted in words shall be treated as the Offer unless corrected under sign and seal of Bidder/Offeror.
- 22 **Negotiations:** MPBCDC may carry out negotiations with the substantially responsive Bidder/Offeror whose Bid/Offer is lowest, for modification of the Bid/Offer by calling the Bidder/Offeror its office, in which case the Bidder/Offeror shall remain present in the office for negotiations. As a result of negotiation, the Bidder/Offeror shall give his/its revised Bid/Offer in writing. The original Bid/Offer shall then be treated as modified and modified Bid/Offer shall be treated as the final Bid/Offer.
- 23 **Acceptance Criteria:**
- 23.1 The Bids/Offers received and accepted will be evaluated by MPBCDC to ascertain the best Bid/Offer based on the technical and financial proposals.
- 23.2 Subject to Clause 22, the contract for leasing of land admeasuring approximately 2500 to 3000sq. ft. furnished / semi-furnished premises at FORT, NEAR HIGH COURT Mumbai shall be taken on lease from the qualified Bidder/Offeror who has quoted the lowest lease premium and whose offer is in conformity with the requirements of the specifications and eligibility criteria in the Offer Document and MPBCDC shall be the sole judge in this regard.
- 23.3 After or before signing the Lease Agreement, if the lowest Bidder/Offeror is found ineligible for any reason or commits default at any stage of any terms and conditions as provided in the offer document, the Earnest Money deposited by the successful bidder shall stand forfeited and in addition to the earnest money deposit unless so forfeited without prejudice to the rights of the Corporation to recover from the Successful bidder compensation for loss or damage, if any, suffered in consequence of such default.
- 24 **MPBCDC'S Right to Reject:** Notwithstanding anything contained in Clause 23 above, the MPBCDC reserves the right to accept or reject any Bid/Offer and to annul or suspend the Bid/Offer process at any stage and reject all the Bids/Offers without assigning any reason at any time prior to execution of the Lease Agreement without thereby incurring any liability of costs or consequences at any stage to the Bidder/s or any obligation to inform the Bidder/s of the grounds for MPBCDC's action.
- 25 **Notification of Acceptance of Offer:** Prior to the expiration of offer validity period or any such extended validity period, the MPBCDC will notify the

successful Bidder/Offeror in writing that its Bid/Offer has been accepted. The intimation letter (**Letter of Acceptance**) shall specify the sum and the amount of Deposit if any, which the MPBCDC has agreed to pay to the successful bidder in consideration of the lease of the said premises for a period of 3-5 years of lease. The Letter of Acceptance shall form a part of the Lease Agreement.

SECTION – 3
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

(1) DEFINITIONS:

1.1 MPBCDC or “Lessee”:

MPBCDC shall mean the ‘MAHTMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD., MUMBAI acting through its Managing Director, as defined in Maharashtra Act XV of 1996. MPBCDC shall be Lessee for the purpose of Lease Agreement

Additional Information about **MPBCDC**:

The Head quarter of the **MPBCDC** is Mumbai.

The functions and powers of the MPBCDC have been listed in the Maharashtra Act XV of 1996.

1.2 REGISTERED ADDRESS FOR COMMUNICATION

‘MAHTMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,
N-1, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.

1.3 WEBSITE:

Web Site means official web sites for e-tendering having following web addresses:

<https://organizations.maharashtra.nextprocure.in>

1.4 GENERAL MANAGER

GENERAL MANAGER shall mean General Manager of MPBCDC Ltd.

1.5 COMPETENT AUTHORITY:

Competent Authority shall means The Managing Director of **MPBCDC Ltd.**

1.6 “Bidder/Offeror” shall mean Undertakings of Government of Maharashtra / Government of India / Public Sector Banks / Financial Institutions / Govt. Departments who has submitted its Offer/Bid for leasing out the premises.

1.7 “Contract” shall mean and include the terms and conditions of Lease Agreement, letter of acceptance, the Offer/Bid, the agreement and mutually accepted condition in the authorised correspondence exchanged with the Bidder with the MPBCDC and any other document forming part of the contract.

1.8 "Premises" means the office premises in building furnished or unfurnished.

- 1.9 “Delay in payment”** on the due dates and arrears on account of such delays shall carry interest at the rate of 8% per annum covering the actual period of non-payment or till recovery as the case may be. Any amount received will be first adjusted or appropriated against the outstanding interest and then towards outstanding principal amount.
- 1.10 “Government”** shall mean the Government of Maharashtra and shall include the Governor of Maharashtra.
- 1.11 “Governor of Maharashtra”** shall mean and include his successor and assign.
- 1.12 “General Manager** means General Manager of the Corporation for the time being in charge.
- 1.13 “Lease”, “Lessor” and “Lessee”** shall have the meanings assigned to them under Section 105 of the Transfer of Property Act, 1882 (Act IV of 1882);
- 1.14 “Licensee”** means a person who has permission of the owner to enter upon the premises and use it for the purpose specified in the license agreement by paying specified license fee”
- 1.15 “Lease Agreement or Contract”** shall mean and include the terms and conditions of contract, the offer/bid, Letter of acceptance, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the Successful Bidder by the Corporation and any other document forming part of the contract.
- 1.16 “Lease Rent”** shall mean and include the rent (excluding rates and taxes) payable to the Lessor by the Lessee on monthly basis for per Sq. Mtr. of leased out Carpet Area for the entire lease period of lease under the Lease Agreement.
- 1.17 “Lease Premium”** shall mean and include sum quoted by the successful Bidder in his offer/bid and accepted by the MPBCDC.
- 1.18 “Successful Bidder/Offeror”** shall mean the Bidder with whom the MPBCDC intends to execute Lease Agreement.

The above definitions and expressions shall have the meanings assigned to them, except where the context otherwise requires.

- (2) **PARTIES TO THE CONTRACT:** The parties to the contract shall be the MPBCDC and the successful Bidder/Offeror whose Bid/Offer is accepted by the MPBCDC.

- 2.1 The person signing the Offer/Bid or any other document forming the part

of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the organisation or the firm as the case may be in all matters pertaining to the contract.

2.2 GRANT OF LICENCE

At the request of the Licensee and subject to terms and conditions to be observed and performed by parties, the Licensor hereby grants to the Licensee the Leave and License to use and occupy the said Premises purely and strictly on Leave and License basis subject to the fulfillment of the terms, conditions, covenants and provisions recorded in the present agreement [**“License”**] together with the furniture and fixtures as provided by the Licensor to the Licensee and shown in the plans/ drawings annexed hereto as **Appendix - “3”**. Such furniture and fixtures shall be deemed to form part of the said Premises.

- (3) **PERIOD OF LEASE**– The period of lease shall be 3 to 5 years as more particularly mentioned in the Lease Agreement. The Lease period shall include the time required for carrying out any furniture work in the said premises, excluding period of obtaining necessary permissions/approvals/licenses/clearances etc. from the all-competent authorities, if so required.

3.1 TERM

Unless terminated earlier in accordance with the terms of this Contract , the term of the License shall be for a period of 5 (Five) Years commencing from ----- [**“Effective Date”**] and expiring on ----- (both days inclusive) with no further renewal. From the date of possession along with the interior.

Notwithstanding the term of 5 years provided in sub-clause above, parties expressly agree and undertake that the period of first 3 years i.e. 36 months, shall be treated as the lock-in period for the Licensor (which includes the notice period of 3 months) and the Licensor shall not be entitled to terminate this Contract during the said lock-in period (except for defaults as provided in this Contract) [**“Lock-in Period”**]. Subject to the Lock-in Period, the Licensor shall be entitled to put an end to this Contract by giving 3 months’ prior notice in writing to the Licensee and upon expiry of such notice period.

- (4) **INTERPRETATION**: Words imparting persons or parties shall include Government Undertakings / Departments / Corporations and any government company having legal entity.
- (5) **SINGULAR AND PLURAL**: Words imparting the singular only shall also include the plural and vice versa where the context so requires.
- (6) **NOTICES, CONSENTS, APPROVALS, CERTIFICATES & DECISIONS**: Where in the contract, provision is made for giving or issue of any notice or consent or approval or certificate or decision by any person, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words “notify” “Certify” or “Decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not be unreasonably withheld or delayed.
- (7) **RESTRICTIONS AGAINST TRANSFER OF RIGHTS DERIVED UNDER**

THE LEASE AGREEMENT-

- 7.1 Save as otherwise provided in the Lease Agreement, the Lessee shall sublease wholly or partially sublease premises to the subsidiary of MPBCDC under intimation in writing to the Lessor to which Lessor shall not have any objection and shall be the consenting party.

(8) CONTRACT DOCUMENT:

8.1 LANGUAGE: The language of the contract is English.

8.2 LAW: The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract shall be filed or taken in any Court of Law except Principal Court of Ordinary Civil Jurisdiction at Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

8.3 The several documents forming the contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the General Manager who shall issue to the Lessor necessary instructions thereon and in such event, the priority of the documents forming the contract shall be as follows:

1. The Lessor's offer/bid
2. The Letter of Acceptance by Lessee
3. The Lease Agreement
4. The terms and conditions of Lease Agreement
5. Any other document forming part of the contract.

9.THE LESSEE'S GENERAL OBLIGATIONS/COVENANTS OF THE LICENSEE

9.1 The Licensee hereby agrees, undertakes and covenants with the Licensor as follows:-

- (a) Licensee shall pay regularly and punctually, as provided hereinabove, the license fees and other amounts payable to the Licensor or to the concerned authorities in respect of the said Premises.
- (b) Licensee shall be responsible for the internal cleaning and general upkeep of the said Premises, normal wear and tear excepted. Licensee shall promptly pay, during the term of the License, all maintenance charges in respect of the said Premises to the body of owners or the society or condominium or to any such body which may be in charge of the building for maintaining the common areas of the building.
- (c) Licensee shall not make any structural change in the said Premises.
- (d) Licensee shall not carry out any work of additions, alterations and/ or re-construction whatsoever of any permanent nature in the said Premises.
- (e) Licensee shall use the said Premises for the lawful business purpose only and not for any act or activity which is obnoxious, anti-social, immoral, illegal or unethical.

- (f) Licensee will not transfer the benefit of this Agreement to any other person or entity without the prior written approval of the Licensor.
- (g) Licensee shall not induct any third party or directly/ indirectly create any third-party interest in the said Premises or any part or portion thereof, without the prior written consent of the Licensor. Since the Licensee is an organization and incorporated for undertaking various renewable energy and infrastructure projects with the objectives synergizing their business development relations by way of various MOU and co-develop agreement transacting energy and infrastructure project on revenue sharing model or exploring business of such nature by joint venture, the Licensee will be entitled to share the said Premises with those entities by mutual consent with them and for this limited purpose, Licensor shall not have any objection to such sharing of the said Premises mutually with those entities, without prejudice to the first part of this sub clause. However, all these shared premises with those entities shall end with the termination of these presents between the Parties.
- (h) Licensee shall on expiry or sooner determination of this Agreement, remove itself from the said Premises along with all its staff, employees, and/ or its/ their belongings and shall handover the said Premises to the Licensor in the same condition as provided under these presents, save and except reasonable wear and tear.
- (i) Licensee shall not hold the Licensor responsible or liable for any loss or damage suffered by the Licensee on account of any theft, fire, accident, flood or other destruction (and/ or for any others reasons) or by reason of any act of God or pandemic, government orders/ circulars, caused to or in respect of the said Premises or to any items, articles, fixtures, fittings, machinery, equipment's, things or property brought by the Licensee in the said Premises.
- (j) Licensee shall not do or permit anything to be done in the Premises by reason whereof any insurance affected on the said Premises is rendered void or voidable or whereby the rate of premium thereon may be increased or which may deprive the Licensor of her right to recover any amount from the insurer.
- (k) Licensee shall not part with possession of the said Premises to any third party.
- (l) Licensee shall not claim or contend any ownership, tenancy or any other right in respect of the said Premises, it being clearly understood that this Agreement is in the nature of granting a mere permission to use and occupy the Premises on Leave and License basis and on the terms and conditions mentioned herein.
- (m) Licensee shall perform and observe the provisions hereof, the rules, regulations and bye-laws of Municipal Corporation of Greater Mumbai and/or any other governing authorities for the time being and from time to time be in force, are required to be observed and performed by the Licensee

as occupants of the said Premises.

- (n) Licensee shall make good to the Licensor any loss or damage (subject to normal wear and tear) that may be caused to the said Property as a result of default and/ or negligence on the part of the Licensee, its servants, employees, agents, customers, visitors to the said Premises in connection with the business of the Licensee.
- (o) Licensee shall not use and/ or cause to be used the said Premises for the purpose of storage of any heavy machinery and/ or combustible and/ or hazardous goods and at all times to keep the Licensor indemnified against any loss and/ or damage that may be caused to the said Premises and/ or to the Licensor on account of any act and/ or omission on the part of the Licensee whilst using the said Premises;
- (p) Licensee will use the said Premises for the business purpose and shall obtain necessary and required business license, permit, registration, enrollment under any law, Act, Rules and Regulations of the concern authority including the license from municipal authority, G.S.T, income-tax, profession tax, service-tax, excise duty, registration under any other business Act etc. for the purpose of their business, without holding the Licensor responsible in any manner and agrees to indemnify and keep indemnified the Licensor against the demand made by any of the aforesaid authorities for the payment of taxes or any amount demanded by them of whatsoever nature.
- (q) Licensee shall not store any articles, materials or goods or any other articles belonging to the licensee in the open spaces, staircase, passage or at any other places in the building except in the said Premises which is hereby given to it on leave and license. Licensee shall not do any act which shall be of any annoyance, hindrance, nuisance or hurdle to the other occupiers of the building.
- (r) Licensee shall always be deemed to be in exclusive possession of the said Premises and accordingly, one set of keys of the entrance door of the said Premises shall always remain with the Licensor. A set of duplicate keys shall be entrusted to the Licensee by the Licensor and shall be deemed to have been so given for the sake of convenience and shall be held by the Licensee for and on behalf of the Licensor. However, it is agreed that Licensor shall not enter the said Premises without prior notice and permission of the Licensee. The Licensee would be allowed to install any extra security devices to enhance the security of the said Premises and its belongings in the same, as may be permissible.
- (s) Licensee shall maintain and keep all the structural and/ or external parts of the said Premises (including but not limited to bursting of water and sanitary pipes, any cracks in the structure, seepage, termite etc.) in good and proper state of repair and condition.
- (t) Licensee shall keep the said Premises in good repair, full operation and in compliance with all

applicable laws and statutory requirements.

- (u) The day-to-day repairs arising in the course of normal use such as replacing fuses, water taps, electrical fittings etc. shall be carried out by the Licensee at its own cost and expenses.
- (v) Licensee shall perform and observe the provisions hereof, the laws for the time being in force, the rules, regulations and bye-laws of the body of owners/ society / organization / condominium and/ or any other governing authority for the time being, and from time to time, in force.
- (w) Licensee shall be entitled to employ its own staff for running and conducting its business. The Licensor shall have no dealing whatsoever with the staff of the Licensee.
- (x) The Licensee shall be at liberty to make, fix or install furniture, fixtures and fittings, screens and other convenient things of temporary nature in the said Premises and shall on termination or expiry of this Agreement, remove the same to the satisfaction of the Licensor and make good any damage, which may be caused to the said Premises by such removal.
- (y) Licensee shall indemnify and keep indemnified the Licensor, its employees, servants, agents, representatives from and against all claims, demands, damages, penalties, costs, suits, proceedings etc. arising due to some act or omission of the Licensee in connection with the said Premises.
- (z) Licensee shall fulfill all obligations, covenants, terms and conditions as recorded in this Agreement.

9.2 EXPENSES TO BE INCURRED: The Lessee shall bear all the costs to be incurred for furniture and fixtures if the existing furniture does not suit to organizational requirement and the Lessor shall not have objection to do so at the cost of MPBCDC.

9.3 USER: The Lessee shall use the premises for the permissible activities/facilities/services, within the limits of Area stipulated under the Lease Agreement.

9.4 The Lessee shall not carry out any illegal business/activities in the lease premises nor shall store any prohibited articles or commodities, which could cause damage to the said premises and shall observe strictly the rules and regulations of the Government and local authorities in that regards.

10 COVENANTS OF THE LICENSOR

10.1 The Licensor hereby covenants with the Licensee as under:-

- (a) The Licensor shall not do or omit to do anything whereby the right of the Licensee to use, occupy and enjoy the said Premises or any part thereof in terms of this Agreement is in any manner adversely affected, save and except as provided in this Agreement.
- (b) On and from the Effective Date, to permit the Licensee to have access to the said Premises for its use by the Licensee in terms hereof.
- (c) Upon paying the requisite license fees and observing all terms, conditions, obligations and covenants of the License under this Agreement, the Licensee shall be entitled to peacefully use and occupy the said Premises as a Licensee in terms of this Agreement, during the term of the

License.

- (d) The Licensor shall, in terms of this Agreement, provide unlimited access to the said Premises 24 hours a day and 7 days a week during the term of the License. The Licensee shall be allowed to conduct business during statutory business hours as per rules and norms laid down by the Municipal Corporation of Greater Mumbai.
- (e) The Licensor shall enter the premises for inspection only after giving a notice of 24 hours, in writing, for the same.

10.2 PAYMENT OF LEASE RENT AND PERFORMANCE DEPOSIT

The Lease Rent per month (excluding rates, outgoings and taxes, etc.) for demised premises shall be payable at the rate per Sq. Mtr. of Carpet Area Per Month and Performance Deposit as specified in the Lease Agreement for the entire period of lease.

10.3 PAYMENT OF RATES AND TAXES: The Lessor shall bear and duly pay and discharge all existing and future taxes, rates, assessments, cess, dues, duties, impositions, penalties, fees and outgoings of every description from the date of taking over possession of the demised premises by the MPBCDC. The Lessee shall bear all charges towards electricity, gas, water, garbage disposal etc., and other services consumed. The Lessee shall make necessary arrangement for availing the said services as per the rules and regulation in that behalf at its own cost. On failure of the lessor if any of the service provided to MPBCDC, Lessor shall be liable to reimburse cost thereof on demand as per cost statement provided by the MPBCDC.

10.4 OBTAINING ELECTRICITY:

The Lessor shall provide electric supply required for the premises, at its own cost and the Lessee shall make regular and timely payment of all necessary electricity bills and all outgoings for the same, directly to the authorities concerned. The Licensor has agreed to provide at the said Premises electricity meter for the exclusive use of the Licensee to run its commercial operations smoothly and without any interruption or hindrance. In the event Licensee find suitable to generate the electricity for its captive consumption in the said Premises by installing Solar Roof Top or Solar panels at the terrace of the building, the Licensor shall extend her co-operation to the limited extent of seeking NOC from the appropriate body of owners of the occupants of the building. Such installations shall be subject to rules and regulations and obtaining requisite approvals/permissions from the concerned bodies/ authorities.

10.5 OBTAINING WATER SUPPLY:

The Lessor shall be solely responsible for arranging water supply required for, at its own cost and the Lessee shall make regular and timely payment of all necessary expenses of proportionate water bills and all outgoings for the same directly to the authorities concerned without any demur.

10.6 DISPLAY OF SIGN BOARD, SKY SIGN, NEON SIGN, OR OTHER ADVERTISEMENT :

The lessee shall during the continuance of the lease, allowed by the Lessor to affix or display or permit to be affixed or displayed on the demised premises any sign-board, sky sign, neon sign or other advertisement painted, illuminated or otherwise as per the terms and conditions of the Lease Agreement. Provided that, no such

permission shall be required in respect of sign-board or advertisement of a reasonable size relating to the specified user of the demised premises by the lessee.

10.7 ENFORCEMENT OF OBLIGATIONS:

If the Lessor neglects or fails to do anything agreed to do as per the agreed terms, the MPBCDC may serve a notice on the Lessor asking him to do things agreed upon as aforesaid and on their neglect or failure to do so, cause the same to be done by the MPBCDC and recover and /or adjust the costs thereof from the Lessor.

10.8 SAFETY SECURITY AND PROTECTION OF ENVIRONMENT:

10.8.1 The Lessee shall throughout the period of agreement make its own arrangements for safeguarding the premises, equipment, material etc. in the leasehold premises.

10.8.2 The Lessor shall throughout the period of agreement have full regard for safety of all persons entitled to be working in the said premises, and maintain in an orderly state, necessary safety equipment, appropriate to the avoidance of danger to such persons during the tenure of the lease agreement.

10.8.3 The Lessor shall provide and maintain adequate lights, guards, and warning signs etc. when and wherever required.

10.8.4 The Lessor shall provide and maintain the Fire fighting equipment and Safety measures regarding the same shall be incorporated in the premises as per final fire NOC issued by Fire department.

11.0 LESSEE'S RESPONSIBILITY AGAINST ALL CLAIMS, ACTIONS, LOSSES, ETC.:

The Lessee shall indemnify and keep indemnified and hold the Lessor harmless from and against all actions, suits, claims, demands, proceedings and against all liabilities, cost, charges, expenses, penalties, losses and damages which may be incurred or suffered by the Lessor directly or indirectly by reason of-

11.1 Any breach, default, contravention, non observance or non performance by the Lessee/Sub-lessee/Licensee of any terms, conditions, covenants contained in this agreement and on part of the Lessee to be complied with or performed; and the decree or /and order passed in this regard by competent court or authority.

11.2 Any loss or damage to the person or property of the Lessor and/or any third party on or about the premises howsoever caused or suffered save and except the breach hereof by the Lessor.

12. EXECUTION AND REGISTRATON OF LEASE AGREEMENT:

12.1 Immediately after payment of Deposit, first month lease rent the MPBCDC shall call the Lessor for execution of the agreement to lease, to be prepared, completed and registered, at the cost of the Lessor in the form as mutually agreed between the parties to the Lease Agreement.

- 12.2 The lessee shall, within a period of thirty days from the date of issue of letter thereto by the Lessor, complete the formality of signing of the duly stamped agreement and registration thereof.
- 12.3 The Lessor may, at request of the Lessee, extend the foregoing period by mutually agreed period.

13.PERFORMANCE SECURITY DEPOSIT:

- 13.1 The Lessee upon acceptance of the offer shall pay Performance Security Deposit as per the acceptance of an offer as Performance Security till the currency of the Lease Agreement.
- 13.2 The Performance Security shall be paid at the time of execution of Lease Agreement and shall carry no interest.
- 13.3 The Performance Security shall be refundable to the Lessee as per the terms and conditions of the Lease Agreement after the expiry of the lease agreement upon full and satisfactory compliance by the Lessee with all the obligations and requirements under this agreement.
- 13.4 The Lessor shall be at liberty without any further consent from the Lessee than the consent which is implied by the execution of the lease agreement to use/release the amount of Performance Security or any part thereof towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Lessee to the Lessor or any local/competent authorities and the Lessee shall on demand by the Lessor deposit with the Corporation additional amount in the form of demand draft drawn on any nationalized / scheduled bank in favour of Lessor payable in Mumbai to make good the original amount of performance security.
- 13.5 Upon the full and satisfactory compliance by the Lessee with all obligations and requirements under this contract, the Performance Security or such part thereof as shall not be liable to be forfeited or appropriated as aforesaid shall be refunded to the Lessee.

14.INSPECTION OF SITE:

It will be imperative for MPBCDC Ltd. to depute General Manager, MPBCDC Ltd. to fully get informed by visiting and examining the site of all local conditions and factors like surrounding, location of the demised land, type of construction, electric supply provision, water supply provision, waste material disposal arrangement, suitability of furniture etc. requirements of necessary permission/ approvals/ licenses from the local and competent authorities which may have effect on the construction, permissible use, FSI for the new construction on open area offered under this Offer Document may also be examined and considered by the MPBCDC Ltd. The Licensor and her duly authorized agents and representatives shall at all reasonable times after giving at least twenty-four (24) hours' notice in writing be entitled to enter upon the said Premises during normal office hours in order to view, survey and examine the state and condition of the said Premises.

15. SUFFICIENCY OF OFFER:

The Lessee shall be deemed to have satisfied itself as to the correctness and sufficiency of offer, which shall, except in so far as it is otherwise provided in the contract, covers all its rights, obligations, under the contract and all matters and things necessary for proper completion of the Lease Period.

16. CARE OF CORPORATION'S PROPERTY:

The Lessee shall protect and maintain the said premises and shall not cause any damage to any of its parts during the period of lease in any manner. The Lessee shall ensure that no encroachment of any nature whatsoever takes place in the premise and ensure its protection. The lessee shall adequately insure the furniture and fixture equipment etc. during the entire period of lease agreement and shall bear the insurance premium and other charges.

17. TERMINATION OF AGREEMENT:

17.1 The MPBCDC shall have the power to terminate the lease agreement-

- a) if the agreement to lease is executed but the possession of the premises is not given within the specified period or extended period, as the case may be.
- b) If the due permission to provide additional furniture and fixtures as required by the MPBCDC to meet its organizational requirement

17.2 In the event of termination of agreement to lease under the above circumstances, the Deposit against the lease premium and the lease rent paid if any shall be refundable without prejudice to the rights of the MPBCDC besides recovery of compensation for loss or damage, if any, suffered in consequence of such default by the Bidder/Offeror.

17.3 If during the period of the lease agreement, the MPBCDC has reason to be dissatisfied with the management and/or performance of the Lessor or its representative, the MPBCDC may by notice in writing call upon the Lessor to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Lessor fails to do so within a period of thirty (30) days after the receipt of such notice, or fails to remedy such cause/s of dissatisfaction to the satisfaction of the MPBCDC, then notwithstanding anything contained in the Agreement to the contrary, the MPBCDC shall be at liberty at any time thereafter to terminate the agreement by giving the Lessee thirty (30) days' notice in writing and the agreement shall on the expiry of the notice period, shall stand cancelled and it shall be binding upon the Lessor to refund in full the Performance Security/Security Deposit and the lease rent paid, if any in advance.

18. Termination of lease and power of re-entry.

The MPBCDC shall be entitled to take back the property owned along with furniture and fixtures provided at its own cost in the letout premises upon termination of the lease agreement and the Lessor shall not have any objection to the said act of the Lessee.

19. DELIVERY OF POSSESSION ON TERMINATION OF LEASE- The Lessee shall, on termination of the lease for any reason whatsoever, deliver possession of demised land to the Lessor.

20. DISPUTE RESOLUTION: In case of any dispute or difference of opinion arising between the Lessee and the Lessor, also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have the jurisdiction to entertain and try all and/ or any disputes between the parties directly and/ or indirectly arising from the present Contract Agreement.

21. STAMP DUTY: All cost, charges and expenses of and incidental to completing the lease agreement in duplicate including stamp duty and registration charges shall be borne exclusively by the Lessor. The original agreement shall be with the Lessor and Certified Copy shall be with the Lessee. The registration of the agreement shall be the sole responsibility of the Lessor.

22. SALE / TRANSFER BY THE LICENSOR

The Licensor shall be fully entitled to create all types of third party rights including sale or mortgage or assignment or exchange, *etc.* in respect of the Premises to any person or persons without any reference to the Licensee but subject to Licensee's rights under this Agreement. In case of sale or transfer the Licensor will ensure that the prospective purchaser will give a letter to the effect that he will abide by the terms and conditions of this Agreement and will be entitled to all the benefits of this Agreement and likewise discharge all the obligations contained herein applicable to the Licensor (including that of refund of the deposit). The Licensee, upon written intimation by the Licensor to him in that regard, recognize and accept such third party as the Licensor hereunder in place of the Licensor.

23. INTERIORS

The Licensor shall provide furniture, fixtures and air conditioners without any additional burden of license fee for its use by the Licensee on or before the effective date. Monthly licensee fee will be payable only after completion of interior work and handing over premises to licensee.

24 NO TENANCY

The Licensee confirms that this Agreement is purely in the nature of limited authority to the Licensee to enter into and use and occupy the said Premises for temporary period under and in accordance with this Agreement and the same does not constitute, amount or be deemed, or shall be claimed to be any tenancy or lease or as transferring any interest therein whatsoever in favour of the Licensee. The Licensee shall not claim any higher rights other than that of a Licensee for the fixed period and rights recorded herein. Licensee shall not claim any protection as tenant or otherwise under the Rent Act.

25. SECURITY SYSTEMS

The Licensee shall be entitled to put additional lock or device for its security purpose and install a security system which may or may not require alteration/ modification/adjustment to the existing locks. Notwithstanding this, the Licensor shall be deemed to be in exclusive possession, management and control of the said Premises.

26 .DEFAULT OR BREACH AND TERMINATION

In the event of the Licensee committing any breach of any of the terms and conditions as herein contained, the Licensor shall be entitled to revoke, cancel and/ or terminate this License hereby granted after giving to the Licensee 90 (Ninety) days' written notice in that behalf to remedy such breach/ breaches and rectify the same. On expiry of the said stipulated period of 90 (Ninety) days, if the Licensee has failed to remedy/ rectify such breach as may have been committed by the Licensee, then and in such event, unless such time is mutually extended by parties in writing, the License granted herein to the Licensee shall stand terminated/ determined on the expiry of the aforesaid period and the Licensee agrees and undertakes not to prevent the Licensor and/ or his/ her representatives from entering the said Premises and taking its physical possession and preventing the Licensee and all her representatives from using the said Premises in any manner.

27. CONSEQUENCES OF EXPIRY OR TERMINATION

- a) Upon expiration of the term of the License or early determination of this Agreement, the Licensee shall immediately remove itself from the said Premises along with its servants, employees, agents or any other person claiming through or under it as also articles of loose furniture, fixtures and belongings belonging to the Licensee against receipt/ refund of the interest free Security Deposit (subject to permissible deductions therefrom) and giving and handing over vacant and peaceful possession of the said Premises to the Licensor without any objection.
- b) The possession of the said Premises shall be returned to the Licensor in its original condition (normal wear and tear excepted).
- c) If the Licensee fails to handover possession of the said Premises to the Licensor as above, then in that event, without affecting all other rights and remedies of the Licensor, the Licensor shall be entitled to recover from the Licensee every month and the Licensee shall remain liable to pay to the Licensor a sum equivalent to 3 (three) times the license fees mentioned hereinabove for each month along with other amounts as provided in this Agreement by way of mutually agreed liquidated damages for the period of wrongful retention.

28. NOTICE

Any notice required to be given under this Agreement shall be in writing and delivered personally or by registered or certified air mail with return receipt requested, or by email, at the following addresses:

(a) In case of notice to the Licensor, -----

In case of notice to the Licensee,

(b) Mahatma Phule Backward Class development

Corporation Ltd , 1-N, Gulmohar Cross Road No. 9, JVPD Scheme, Juhu, Mumbai-400049, Maharashtra.

Email:

29. FORCE MAJEURE

In the event of the said Premises or any part thereof being destroyed or damaged by fire, earthquake, riots, civil war or due to the falling down of any part thereof so as to render the said Premises or any part thereof unfit for use, occupation or enjoyment by the Licensee, then in such event, the Licensee shall give a written notice to the Licensor requiring the Licensor to, within a period of one month (or such longer reasonable time looking to the quantum of damages), restore the said Premises at her own cost and enable the Licensee to refraction and during such period no license fee or other charges shall be paid by the Licensee. In the event the Licensor fails to restore the said Premises, then this Agreement shall come to an end and the Licensor shall forthwith return to the Licensee the entire interest free Security Deposit. Notwithstanding the above, if any damage or destruction is caused due to the fault and negligence directly attributable to the Licensee in that event this Agreement will not come to an end and at the same time the Licensee at its own cost and efforts will restore the property to the original condition and the license fee during the restoration period shall also continue.

30. MISCELLANEOUS

- a) Any relaxation or indulgence granted or shown to the Licensee by the Licensor or delay in enforcing any right under this Agreement shall not in any way prejudice the right of the Licensor under this Agreement and shall not in any way add, alter, amend or vary this Agreement or part thereof.
- b) The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.
- c) The terms and provisions of this Agreement are severable and if any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if the agreement has been executed with the invalid portion eliminated.
- d) This Agreement shall supersede and take the place of all prior written and oral understandings and Agreements, if any, between the parties hereto and shall not be modified, altered or amended in any manner whatsoever except by an Agreement in writing signed and executed by both the parties hereto.
- e) All indemnities provided in this Agreement shall survive the termination or expiry of this Agreement.
- f) The relationship between the Parties hereto shall be of an individual nature and as principal to principal. Parties shall have no authority or power to act or contract on behalf of each other or bind the other.

APPENDIX – 1

FORMATS FOR TECHNICAL PROPOSAL

Annexure-A

TECHNICAL PROPOSAL
Letter of Transmittal

The Managing Director,

'MAHTMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,

1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.

Subject: Leasing of premises admeasuring approximately 2500 to 3000 sq.ft.at FORT, NEAR HIGH COURT, Mumbai for the office of MPBCDC.

Sir,

I/We _____ (duly authorised representative of Organization) enclose herewith Technical Proposal to be considered for the above subject. I/We undertake and hereby certify that all the particulars submitted as a part of the Technical Proposal and the documents enclosed therein are true and correct to the best of my/our knowledge and belief. I/We fully understand that if any of the details are found incorrect/untrue, the offer shall be summarily rejected.

I/We have thoroughly read and understood the Instructions to Offeror/Bidders and the Terms and Conditions of agreement given in the Offer Document, which in token of acceptance thereof, have been signed by me/us and I/We hereby agree to duly abide by them

As required by the Terms of Conditions of Offer, I/We have submitted the earnest money of Rs. 50,000/- the details of Earnest Money Deposit are as below:

- 1) Name of the issuing bank _____
- 2) Amount _____
- 3) Transaction No. _____
- 4) Date of Transaction _____

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

Tel. Nos: _____ Email ID.: _____

(Authorized Representative of Organization)

A Copy of Authorisation is Annexed herewith.

Annexure-B**INFORMATION OF BIDDER**

1. **Name of the Bidder** :
- Name of Contact/Authorized Person:*
- Complete Residential Address:*
- :
- :
- :
- Telephone: (O)*
- :
- (R)
- E-mail*
2. **Organisational Status** Whether :
 Undertakings of Government of
 Maharashtra / Government of India /
 Public Sector Banks / Financial
 Institutions / Govt. Departments
 (Documentary evidence in support to
 be attached)
3. **Office address of Organisation and
 Its Branches** :
 Telephone: (Office) :
 E-mail :

APPENDIX – 2
FORMATS FOR FINANCIAL PROPOSAL

Annexure-CFINANCIAL PROPOSAL

To

The Managing Director,

‘MAHTMA PHULE BACKWARD CLASS DEVELOPMENT CORPORATION LTD.,

1-N, Juhu Supreme Shopping Centre, Gulmohar Cross Road No.9, JVPD Scheme, Juhu, Mumbai-400 049.

Mumbai – 400 050.

**Subject: Leasing of premises admeasuring approximately 2500 to 3000 sq.ft.at
FORT, NEAR HIGH COURT, Mumbai for the office of MPBCDC.**

Sir,

1. I/We _____ (duly authorised representative of Organization) enclose herewith Financial Proposal to be considered for the above work.
2. Pursuant to the Notice Inviting Offers for the above cited subject issued on behalf of the Maharashtra Backward Class Development Corporation Ltd. (MPBCDC), Mumbai, I/We hereby submit our offer for leasing of the premises at FORT, NEAR HIGH COURT, Mumbai.
3. I/We offer the offer amount as indicated in the “Form of Offer” annexed herewith.
4. I/We agree to keep my/our offer open for acceptance by the MPBCDC upto One Hundred and Twenty (120) days from the last date of submission of offer and agree not to revoke our offer/bid any time during such period. I/We shall be bound by the communication of Acceptance of Offer, dispatched by the MPBCDC within the validity period.
5. In the event of our offer being accepted by the MPBCDC, I/We agree to duly execute the Lease Agreement within the period prescribed in the Offer Document.

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Address: _____

Tel. Nos: _____

Email ID: _____

(Authorized Representative of Company/JV/Organization/Firm) A

Copy of Authorisation is Annexed herewith.

FORM OF OFFER

SCHEDULE OF SUMMARY PRICE

Premises admeasuring approximately ----- sq.mt.at FORT, NEAR HIGH COURT, Mumbai for the office use of MPBCDC.		
Item	Rupees in figures	Rupees in words
Lease Rent Per Sq. Mtr. of Carpet Area Per Month		
Performance Security Deposit		

APPENDIX – 3
AND INDEX PLAN SHOWING PREMISES

APPENDIX – 3

DETAILS OF PREMISES AND INDEX PLAN SHOWING PREMISES

- 1. Details of Property Location**
- 2. Details of Premises to be provided on Lease**
- 3. Built up Area of Premises**
- 4. Carpet Area of Premises**
- 5. Details of Ownership & Proof**
- 6. Details of existing furniture & fixtures**
- 7. GPS Location of Premises**
- 8. Schedule of the Property**

SCHEDULE

All the pieces and parcels of the Property admeasuring XXX sq. mtrs. situated at xxxxxx, Taluka xxxxxx District Mumbai and delineated on the plan hereto annexed being thereon surrounded by as follows:

North side bounded by _____
East side bounded by _____

South side bounded _____
West side bounded by _____

- 9. Photographs of Premises**
-