



MMTC LIMITED
(A Government of India Enterprise)
“Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110 003.
Phone: 011-
Website: www.mmtclimited.com

Mumbai Cell. Estate Division. Corporate Office.

E-TENDER No. MMTC/ESTATE/2026-27/02.

Dated:15.10.2026

E-TENDER DOCUMENT

E-TENDER FOR SELECTION OF ENGINEERING CONSULTANT (CIVIL AND ELECTRICAL) FOR REPAIRING WORK AT MMTC LIMITED, MMTC HOUSE,C-22, E-BLOCK, BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI-400 051.



Part – 1

Start date/time for Downloading tender documents Dt. 15.10.2026

Last date/time for Downloading tender document. Dt. 06.11.2026 upto 11.00 hrs.

From 19/10/2026 to 23/10/2026
between 9.30 am to 5.30 pm.

Pre-Bid Meeting.

**Due date/time of tender submission
(E- Bids**

Dt. 06.11.2026 upto 12.00 hrs.

E-bid opening date/time

Dt. 06.11.2026 At 12.30 hrs.

Downloaded by:

M/S

Appendix

1. Period of Contract : Duration with L-1 bidder will be Initially for a period of two years and One year extension at mutual.
2. Performance Security deposit (Interest Free) : Rs. 1,00,000/- (Rupees One Lakh Only)
3. EMD (Interest Free) : Rs. 50,000/- (Rupees Fifty Thousand Only)



NOTICE INVITING APPLICATION

MMTC Limited, (A Govt. of India Enterprise) a company registered under Companies and, having registered office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Raod, New Delhi, 110 003. Hereinafter referred to as "MMTC" invites offers from Engineering Consultant/ Consultancy firm of proven track record for phase wise modifications/extensive repairs of MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (East) Mumbai 400 051 through e-NIA.

Interested Engineering Consultant of proven track record for phase wise modifications/extensive experience of various civil and electrical repairing work and fulfilling eligibility criteria as mentioned below may submit their e-bid along with the required set of documents. Self-certified scanned copies of requisite documents are required to be furnished through e-procurement portal of MMTC, MMTC's Website, and CPPP portal of Govt. of India.

NOTICE INVITING APPLICATION

To,
M/s.....
.....
.....

Sub: **E-Tender for Inviting Applications for Selection of Engineering Consultant (Civil and Electrical) for repairing work at MMTC House, Bandra Kurla Complex, Bandra (East) Mumbai 51,**

Dear Sir,

It is in two bid systems are invited on behalf of MMTC Limited (A Govt. of India Enterprises), Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110 003, **Civil and Electrical** Consultant/consultancy firm having experience of phase wise extensive experience work of more than 5 years.

The scope of consultancy is for repairs and maintenance work consultancy (Civil and Electrical mainly including others) of internal, external, common areas, entrance of premises, etc., and any other guidance for statutory requirements to be observed.

A. ELIGIBILITY CRITERIA:

Definition "Engineering Consultant means Consulting firms/Companies having requisite manpower and experiences as per the e-tender.

Engineering Consultants registered under partnership firm, LLP or company registered under Companies Act. and those are having minimum Bachelor Degree in Civil and Electrical from reputed academic institutions and having successfully completed work of similar nature for extensive and phase wise repairing work of Corporate Structure Building Premises having bodies etc. only need to apply giving following information with supporting documents.

- a. Average turnover of **Rs.1 Crore (Rupees One Crore Only)** per annum during last three years i.e. 2023-24, 2024-25 and 2025-26 and in support thereof their balance sheets/profit & loss accounts duly certified by their Chartered Accountant be attached.
- b. Project Experience approximately on estimated cost Rs.25 Lakhs
The bidder must have successfully executed/completed similar services, over the last three years in Govt/Semi-Govt/State Govt/ Semi-State Govt/ PSUs and Autonomous, bodies.
 - i) Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost; or
 - ii) Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost; or
 - iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.
- c. Structural Engg./ Engg. Consultant firm should be empanelled with local authorities such as Mumbai Municipal Corporation, Municipal Corporation of Greater Bombay, MMRDA, Central PWD, State PWD. e-bidder is also submit the self attested copies of the certificate.
- d. E-bidder should have a GST complied office at Mumbai Metropolitan Region.(MMR)
- e. E-bidder should submit certificate of valid PAN.
- f. Registration in consultancy work. E-bidder should have atleast registration of last 5 years.
- g. Consultancy firm should submit financial capability through latest Income Tax Annual Report.
- h. Firm should have minimum 5 (five) Civil and Electrical engineers on their Board/employment. Manpower details along with valid academic certificate shall be submitted.

B) Special conditions for E-Tender:-

MMTC E- Tendering requirements:

- a) Registration: - Bidders must register on the e-portal to obtain a valid user ID.
- b) System Requirements:- Ensure our system meets the minimum requirements, available on the MMTC website www.gerpegov.com/MMTC under "Download/ minimum system Requirements."
- c) Bid Submission: - Print and save the bid submission receipt upon submitting bids.
- d) Digital signature certificate (DSC) requirement: - Note that DSC sales are not provided here. Vendors must purchase a valid DSC from a service provider certified by the GOI.
- e) DSC issuance: - Ensure the DSC is issued by licensed certifying authorities operating under the Root Certifying Authority of India (RCAI) & The Controller Of Certifying Authorities (CCA) in India.



- f) Licensed CA's:- Verify licensed CA's on the CCA website only.
- g) For any technical issues, difficulties, pertaining to e-procurement portal bidders are advised to get in touch with the service provider's helpdesk.

Vendor's Queries	Contact Nos	Mail ID
New bidder registration (Portal registration), vendor's ID / profile activation, renewal of vendor's ID.	HelpDesk1 : 9073677150 HelpDesk2 : 9073677151 HelpDesk3 : 9073677152 HelpDesk4 : 9708966660	helpdeskgerpegov@gmail.com
Mr Pravesh Mani Tripathi (Dedicated help desk for MMTC officer's only)	Helpdesk : 9044314492	helpdesk774@etenderwizard.com
For only, technical assistance related to e-tender or e-auction filling/ submitting (off site team)	Any of the above can contact centralized helpdesk. +913346046611 , 080-45982100	helpdeskgerpegov@gmail.com helpdesk774@etenderwizard.com
Helpdesk timings: 9.30 hrs to 18.00 hrs, Monday to Friday (Exclusions : MMTC Holidays)		

- C. MMTC reserves the right to take services of other similar consultant for BKC premises without assigning any reasons thereof during currency of contract with L-1 bidder. MMTC also reserves the rights to take consultancy services for other properties of MMTC beyond BKC premises in India. (To take care of Goa and Ahmedabad premises)
- D. A successful e-bidder shall submit interest free Performance Security Deposit (PSD) of Rs. 1,00,000/- (Rupees One Lakh Only) or @ 5 % (Five Percent) of the contract value whichever is high within Seven (07) days of the issuance of the Letter of Indent (LOI) on account of MMTC, Mumbai. This PSD and EMD will be returned/adjusted against dues, if any at the end of contract period.
- E. A successful bidder should not deviate from the contract during its execution without prior permission of the MMTC management
- F. A successful bidder should not sub-let/sub-contract/assign the main contractual work during the contractual period.
- G. Earnest Money Deposit (Interest free) of Rs. 50,000/- (Rupees Fifty Thousand Only) made by way of e-payment to MMTC Limited, Mumbai for participation in e-tender is to be enclosed with the Technical Bid. The EMD of successful bidder shall be adjusted against Security Deposit on award of work.
In case MSME/NSIC consultancy firm wants to avail EMD exemption, then they have to submit valid MSME/NISC Certificate.
- H. **Bidders should submit their offer in e-tender mode through e-procurement portal of MMTC Only will be considered and no physical mode of tender submission is allowed.**
- I. Following documents are required to be enclosed with (TECHNICAL BID -A) by interested bidders.



- i. Copies of Bachelor Degree in Civil and Electrical Engineering from reputed institutions.
- ii. Certificate by Competent Authority to undertake the work of Engineering Consultancy.
- iii. Experience certificate issued by the Client companies for previous three years
- iv. **Proof of valid registration with statutory authorities under GST & certificate thereof. The "Engineering Consultancy" must have a GST complied office premise in Mumbai, for which documents are to be submitted in e-procurement portal.**
- v. Permanent Account Number allotted by Income Tax Department.
- vi. Certified copies of annual turn-over details for the last three years (Balance Sheets, IT returns) certified by C.A signed and sealed by bidder.
- vii. Registration certificate under NSIC/MSME, if any.
- viii. Profile of e-tender.
- ix. Payment details of EMD (interest free) of Rs. 50,000/- (Rupees Fifty Thousand Only) to be credited to our SBI account.
- x. Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.
- xi. Latest copy of turnover certificate duly issued by CA.
- xii. Latest copy of insolvency certificate of above Rs. 5 Lakhs issued by nationalized/ commercial or scheduled banks.
- xiii. A declaration on Rs.500/- (non-judicial stamp paper) by the e-bidder stating that they have not been blacklisted by any CPSU/PSU/Govt. Organization/State and Central Govt. Departments in the last five years ending on 30th June 2026.
- xiv. **In case any query, please contact Shri Sanjay Ramraje, Chief Manager (Estate) Mob.9930076352.**

On approval of Competent Authority for the Technical Bids qualification, financial bid for consultancy with reference to repairing work will be opened.

NOTE: Please note that all the above documents form a part of TECHNICAL BID. The tenders submitted without the requisite EMD and all the required documents are liable to be summarily rejected.

- J. The TECHNICAL BIDS shall be opened on scheduled date/ time in MMTC office in presence of the bidders, who wish to be present on the date of opening. The TECHNICAL BIDS shall be scrutinized/ verified by a Committee in terms of the tender/scope of the work and subsequently the eligible PRICE BIDS shall be opened within a week. The date will be intimated to the participants.
- K. **All the annexure as provided in e-tender must be filed/sign by all the bidders along with each and every page of the e-tender should be sign and submitted as a token of acceptance.**
- L. The period of consultancy for repairing work at MMTC House, BKC, Bandra (E), shall be for specific purpose. The decision of the MMTC shall be final and binding on the successful bidder in this regard.



Handwritten signature/initials in blue ink.

- M. The Tender should remain valid for a period of 90 (Ninety) days from the date of opening of the **PRICE BID**.
- N. All pages of the offer must be signed/ sealed by the bidders, before submission in e-procurement portal.
- O. The tenders with any additional conditions/ deviations by the bidders, whatsoever shall be rejected.
- P. The bidder shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the rates mentioned in words shall be treated as valid and final.
- Q. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and such tenders may be liable for rejection. The bidder shall duly attest all cancellations and insertions.
- R. The Earnest money deposit may be forfeited in the event of:
i) If a bidder withdraws its tender during the period of tender's validity.
ii) In case of successful bidder, if the bidder fails to commence the work, as required.
- S. The Earnest money deposit of unsuccessful bidders shall be returned within reasonable time without any interest. The EMD (interest free) of successful bidder shall be retained and converted as part of interest free Security deposit, to be refunded after successful completion of contract after adjustment of dues, if any.
- T. If the successful bidder deliberately gives wrong information in tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due without prejudice of taking legal resource.
- U. MMTC does not bind itself to accept the lowest or any bid and reserves the right to reject any or all the e - bids in full or part, without assigning any reasons thereof.
- V. The successful bidder must comply with all terms and conditions contained herein.
- W. The successful bidder shall require to submit an Affidavit as per annexure D and enter into an Contract as per annexure-C. The terms and conditions of the e-bid documents and all other correspondence, shall also form an integral part of the Contract to be entered into with successful bidder of tender.
- X. The successful bidder shall submit a Performance Security Deposit (PSD) amount through e-mode to the MMTC Limited, Mumbai @ 5 % (Five Percent) of the contract value or Rs. 1,00,000/- (Rupees One Lakh Only) whichever is high.
The PSD amount shall be released to Successful bidder on successful and satisfactorily execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Deposit regardless of the time of the release. The Performance Guarantee amount can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful bidder. On expiry of the contract, such portion of the said PSD amount as may be appropriated for any losses/damages occurred to MMTC. On which decision of MMTC is final & binding on successful bidder.
- W. Pre-bid meeting will be held at Mumbai office from 19/10/2026 to 23/10/2026 between 9.30 am to 5.30 pm to acquaint with the nature of works/consultancy services to be performed by the bidder(s)
- X. **BANK Details—State Bank Of India,**
Main Branch, Fort, Mumbai



A/c No: - 40034579997

IFSC: - SBIN0000300

Y. Termination Clause:

1) Right to Terminate the Process

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

- a) The successful bidder commits breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- b) If the successful bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this e-tender and subsequent Contract and the extension, if any allowed, it will be a breach of contract. MMTC reserves its right to cancel 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 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 successful bidder failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the contract without previous notice.
- d) In case selected bidder fails to deliver the services as stipulated in the Contract/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. In such event EMD and Performance Security Deposit shall stand forfeited.
- e) After award of the Contract, if the selected bidder does not perform satisfactorily or delays execution of the Contract, MMTC reserves the right to get the Contract for remaining period executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur for the same. This clause is applicable, if for any reason, the Contract is cancelled/non performance.
- f) MMTC reserves the right to recover any dues payable by the successful bidder on Pan – India basis from any amount outstanding to the credit of the selected bidder including from the pending bills and/or invoking the performance security deposit under this Contract.

2. Consequences of Termination

- a. In the event of termination of the Contract/contract due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarification 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 Contract.



- b. Nothing herein shall restrict the right of MMTC to invoke the Performance Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies / legal recourse 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 Contract / contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 3. **TERMINATION FOR SOLE INSOLVENCY :**
MMTC Limited may at any time terminate the Contract by giving 30 days written notice to the Consultant on the address mentioned in contract without giving compensation to the Consultant, if the Consultant becomes bankrupt or otherwise, insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue or will accrue thereafter to MMTC Limited.
- 4. **RELATIONSHIP WITH THE PARTIES:**
 - a. Nothing in the subsequent Contract / contract constitutes any fiduciary relationship between MMTC and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the subsequent Contract / Contract.
 - b. MMTC will not be under any obligation to the subsequent successful bidder except as agreed under the terms of the Contract / Contract.
- 5. **NO ASSIGNMENT:**
The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the Contract.
- 6. **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/Contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
- 7. **GOVERNING LAW/JURISDICTION:**
This Contract/contract shall be governed in accordance with the laws of India.
- 8. **SOLE ARBITRATION CLAUSE:**
Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman-Cum-Managing Director (CMD) of MMTC. The decision of the sole arbitrator shall be final and binding on the parties to the contract. The provision of Arbitration and

Conciliation Act, 1996 shall apply to such arbitration proceeding and amendments thereof from time to time. **The venue/seat of Arbitration shall be New Delhi.**

9. **Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations and in such case EMD and Performance Security Deposit will be with held by MMTC till the settlement.

10. **Publicity:**

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to do so.

11. **Indemnity:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, damages, 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 discharge of the obligation under the Contract, 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 Contract, 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 Contract 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 the Contract.

12. **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 the Contract 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.

13. **Force Majeure:**

If at any time during the existence of the Contract executed either party is unable to perform in whole or in part any obligations under this Contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and



acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the Contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present Contract shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the Contract. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

14. Consultant's Liability for Professional Negligence and Defective Design

The Consultant shall exercise the highest degree of professional skill, care, diligence and judgment ordinarily expected from a competent engineering consultant while performing the Services under the Contract. The Consultant shall remain solely responsible for the accuracy, adequacy, completeness and technical soundness of all drawings, designs, structural recommendations, calculations, specifications, Bills of Quantities (BOQs), estimates, tender documents, reports, certifications, quality certifications, measurements and all other deliverables prepared, reviewed or certified by it.

Any defect, omission, error, inconsistency, professional negligence or failure attributable to the Consultant resulting in defective execution, cost escalation, delay, rework, rejection by statutory authorities, litigation or any financial loss or damage to MMTC shall be rectified by the Consultant at its own cost and risk, without any additional financial implication to MMTC. MMTC shall be entitled to recover from the Consultant all losses, damages, additional expenditure, costs, penalties and expenses incurred or suffered on account of such default, without prejudice to any other rights or remedies available under the Contract or applicable law. The liability under this clause shall be independent of and in addition to any Liquidated Damages, and shall not be limited to the amount of the Performance Bank Guarantee, except to the extent otherwise provided under applicable law or expressly agreed in the Contract

Proviso: Approval, review or acceptance by MMTC of any drawing, design, estimate, report, recommendation or certification furnished by the Consultant shall not relieve the Consultant of its professional responsibilities or liabilities under the Contract.

15. Compliance with Labour Laws

The Consultant shall, at its own cost and responsibility, comply with all applicable labour laws, labour codes, rules, regulations and statutory requirements, including the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020, and the rules framed there under, as amended from time to time. The Consultant shall ensure timely payment of wages, deposit of statutory contributions including EPF and ESI, wherever applicable, payment of gratuity, bonus and other statutory benefits, maintenance of prescribed registers and records, and procurement of insurance cover required under applicable law. Any default shall constitute a material breach of the Contract.

16. No Employment Liability of MMTC

The Consultant shall be the sole employer of all personnel deployed for performance of the Services. Nothing contained in this Tender or the Contract shall create any employer-employee relationship between MMTC and the Consultant's personnel. All liabilities relating to wages, salaries, gratuity, bonus, provident fund, employees' state insurance, compensation, retrenchment benefits, social security contributions, industrial disputes and other employment-related obligations shall be the sole responsibility of the Consultant.

17. Indemnity against Labour Claims

The Consultant shall defend, indemnify and keep MMTC, its Directors, officers and employees fully indemnified against all claims, demands, liabilities, penalties, damages, costs and expenses arising out of or in connection with any breach of applicable labour laws, wage claims, provident fund claims, ESI claims, gratuity claims, compensation claims, industrial disputes, employment-related proceedings or statutory violations attributable to the Consultant or its personnel. This obligation shall survive termination or expiry of the Contract.

18. Submission of Statutory Compliance Records

The Consultant shall, on a quarterly basis or whenever required by MMTC, submit documentary evidence of statutory compliance, including wage payment records, attendance registers, EPF and ESI contribution challans, insurance policies and a duly signed Labour Law Compliance Certificate. MMTC shall have the right to verify such records and to withhold payments until satisfactory compliance is established, without prejudice to any other rights available under the Contract.

19. Professional Ethics and Conflict of Interest

The Consultant shall perform the Services with complete independence, integrity and impartiality and shall avoid any actual or potential conflict of interest. The Consultant shall not directly or indirectly advise or represent any bidder, contractor or third party in relation to the Project, accept any commission, gratification or other pecuniary benefit, or have any financial or other interest that may impair its independent professional judgment. Any breach of this Clause shall constitute a material breach entitling MMTC to terminate the Contract and take such further action as may be available under law.

20. Anti-Bribery and Anti-Corruption

The Consultant shall comply with the Prevention of Corruption Act, 1988, as amended, applicable Central Vigilance Commission (CVC) guidelines, MMTC's Fraud Prevention Policy and all other applicable anti-corruption laws. The Consultant shall neither offer nor accept any bribe, commission, facilitation payment or other unlawful consideration in connection with the Contract. Any violation shall entitle MMTC to terminate the Contract forthwith, forfeit the Performance Security and take appropriate legal action.

21. Confidentiality and Data Protection

The Consultant shall maintain strict confidentiality of all information, records, drawings, documents, data and digital information received or generated during execution of the Contract and shall comply with the Digital Personal Data Protection Act, 2023 and other applicable laws. The Consultant shall not copy, disclose, transmit, store on any cloud platform or use such information except with the prior written approval of MMTC. Upon completion or termination of the Contract, the Consultant shall promptly return or securely destroy all records, including digital copies, as directed by MMTC. The obligations under this Clause shall survive termination or expiry of the Contract.



22. Intellectual Property Rights

All drawings, layouts, plans, designs, calculations, specifications, BOQs, estimates, reports, tender documents, digital models, photographs, data, software outputs and all other deliverables prepared by the Consultant under the Contract shall become the sole and exclusive property of MMTC from the date of their creation. The Consultant shall not claim any copyright, ownership, lien or other proprietary right over such deliverables and shall not use or disclose the same without the prior written approval of MMTC.

23. Liquidated Damages:

Time allowed for completing various stages of the project/completion of various items shall be as given below:-

Sr.No	Terms	Time	Liquidity Damages
1.	submission of proposal/status report along with layouts/plans/drawing,	30 days.	Rs.500/- per delayed days or @ 5% of event wise which ever is lower.
2.	Preparation of draft tender documents to MMTC for selection of contractor.	15 days from Sr.No.1	Rs.500/- per delayed days or @ 5% of event wise which ever is lower.
3.	Scrutiny of tenders & receipt of recommendations from consultants and award of work after the tenders have been accepted by the MMTC	30 days opening of Contractor tenders	Rs.500/- per delayed days or @ 5% of event wise which ever is lower.
4.	Satisfactory completion of work.	30 days, from the date of work completion.	

24. Service Levels and Performance Standards

The Consultant shall perform the Services strictly within the timelines specified in the Tender and the approved work schedule, including site inspections, submission of conceptual reports, drawings, BOQs, estimates, tender documents, certification of contractor's bills and defect inspections. Failure to achieve the prescribed service levels without justifiable cause shall constitute a performance default and shall entitle MMTC to impose contractual remedies, including Liquidated Damages.

25. Right of Recovery and Set-off

MMTC shall be entitled, without prejudice to any other remedy available under the Contract or law, to recover any amount due from the Consultant by adjustment or set-off against any pending bills, Performance Security, Security Deposit or any other amount payable by MMTC to the Consultant under this or any other contract entered into with MMTC.

26. Site Safety

The Consultant shall ensure that all works executed under its supervision comply with applicable safety laws and recognised engineering practices, including the Occupational Safety, Health and Working Conditions Code, 2020. The Consultant shall monitor compliance relating to personal protective equipment (PPE), electrical safety, fire safety, work-at-height safety and other statutory safety requirements, and shall promptly report any unsafe practice to MMTC.

27. Environmental and Sustainability Compliance

The Consultant shall ensure that all recommendations, specifications and supervision activities comply with applicable environmental laws, building regulations and statutory requirements relating to waste management, energy efficiency, resource conservation and

sustainable construction practices. The Consultant shall be responsible for obtaining or advising MMTC regarding all environmental approvals required for execution of the Project.

28. Change in Law

The Consultant shall be deemed to have considered all applicable laws, taxes and statutory obligations while submitting its Bid. Any increase in the Consultant's costs arising from amendments to labour laws or other statutory provisions after submission of the Bid shall not entitle the Consultant to any additional payment or compensation from MMTC unless such payment is expressly provided under the Contract or is mandatorily required by law.

29. Audit and Inspection Rights

MMTC or its authorised representatives shall have the right, at any reasonable time during the Contract and for a period of **three years** thereafter, to inspect, verify and audit the Consultant's records relating to the Project, including drawings, calculations, estimates, labour law compliance records, quality records, invoices and supporting documents. The Consultant shall extend full cooperation and promptly furnish all information sought by MMTC.

30. Replacement of Personnel

MMTC may, for reasons to be recorded in writing, require the Consultant to replace any member of its personnel found to be incompetent, negligent, lacking requisite qualifications, guilty of misconduct, involved in a conflict of interest or posing a security risk. The Consultant shall replace such personnel within the period specified by MMTC without any additional cost or adverse impact on the Project schedule.

31. Remedy of Defects / Cure Period

If, at any time during the currency of the Contract, MMTC determines that the Consultant has failed to perform any of its obligations under the Contract, including but not limited to delay in submission of deliverables, deficiencies in designs, drawings, estimates, reports, supervision, non-compliance with applicable laws, or any other contractual default, MMTC shall issue a written notice specifying the nature of such default and requiring the Consultant to remedy the same.

The Consultant shall, within **fifteen (15) days** from the date of receipt of such notice (or such shorter or longer period as may be specified by MMTC depending upon the nature and urgency of the default), take all necessary corrective measures and remedy the default to the satisfaction of MMTC.

If the Consultant fails to remedy the default within the stipulated period or fails to commence and diligently pursue corrective action within such period, MMTC shall, without prejudice to any other rights and remedies available under the Contract or applicable law, be entitled to:

- (a) levy Liquidated Damages in accordance with the Contract;
- (b) withhold or recover payments due to the Consultant;
- (c) invoke the Performance Bank Guarantee, wholly or partly;
- (d) engage another consultant or agency to complete or rectify the services at the **risk and cost** of the Consultant; and/or
- (e) terminate the Contract by giving **thirty (30) days'** written notice.

- 32. Provided that**, where the default is incapable of remedy, involves fraud, corruption, wilful misconduct, abandonment of the assignment, submission of forged documents,



breach of confidentiality, conflict of interest, or any act likely to cause substantial loss or reputational damage to MMTC, MMTC may terminate the Contract forthwith without granting any cure period.

33. **Defect Liability of the Consultant**

The Consultant shall remain responsible for any defect, deficiency, error or omission arising out of faulty design, incorrect specifications, inaccurate estimates, inadequate supervision or professional negligence for a period of twelve (12) months from the date of completion of the consultancy services or until the expiry of the Defect Liability Period prescribed under the works contract executed with the contractor, whichever is later. The Consultant shall, upon receipt of written notice from MMTC, promptly rectify such defects at its own cost and reimburse MMTC for any loss, damage, additional expenditure or other consequences directly attributable to such defect, deficiency or professional negligence.

34. **Limitation of Consultant's Authority**

The Consultant shall not, without the prior written approval of MMTC, issue variation orders, approve extra or substituted items, alter specifications, approve additional expenditure, waive any contractual condition, extend time to contractors or make any commitment having financial or legal implications for MMTC. Any action taken in contravention of this Clause shall be void and shall not bind MMTC.

35. **Termination for Default**

Without prejudice to any other rights or remedies available under the Contract or applicable law, MMTC may terminate the Contract, in whole or in part, by giving written notice to the Consultant with immediate effect or from such date as may be specified in the notice, if the Consultant:

- (a) commits a material breach of any provision of the Tender or the Contract and fails to remedy such breach within fifteen (15) days from receipt of written notice from MMTC;
- (b) fails to perform the Services or achieve the milestones, timelines, deliverables or performance standards specified in the Contract;
- (c) is guilty of professional negligence, defective design, inaccurate estimates, erroneous certifications, faulty supervision, omission, misrepresentation or any act resulting in financial loss, delay, defective execution or re-tendering;
- (d) furnishes false information, forged documents, false declarations or suppresses any material fact during the tender process or during the execution of the Contract;
- (e) violates any applicable law, statutory requirement, labour law, labour code, rule, regulation or direction of any competent authority;
- (f) is blacklisted, debarred or holiday-listed by any Central Government, State Government, Public Sector Undertaking, Statutory Authority or Government Agency during the currency of the Contract;
- (g) indulges in fraud, corruption, bribery, collusive bidding, unethical conduct or any act prohibited under the Prevention of Corruption Act, 1988, applicable CVC Guidelines or MMTC's Fraud Prevention Policy;
- (h) commits any breach of confidentiality, data protection, intellectual property or information security obligations under the Contract;
- (i) assigns, subcontracts or transfers the Contract or any part thereof without the prior

- written approval of MMTC;
- (j) ceases to possess any statutory registration, licence or professional qualification required for performance of the Services; or
 - (k) becomes insolvent, bankrupt, enters liquidation, is subjected to insolvency proceedings or ceases to carry on its business.

36. Termination for Convenience

MMTC may, at its sole discretion and without assigning any reason, terminate the Contract, in whole or in part, by giving thirty (30) days' written notice to the Consultant. In such event, the Consultant shall be entitled only to payment for Services satisfactorily performed up to the effective date of termination after adjustment of all recoverable dues. No claim towards loss of profit, anticipated revenue or consequential damages shall be admissible.

37. Suspension of Services

MMTC may suspend the Services, in whole or in part, by written notice where continuation of the Services is considered prejudicial to the interests of MMTC or where any investigation, statutory proceeding or administrative requirement so warrants. During the period of suspension, the Consultant shall preserve all records, drawings and deliverables and comply with the directions issued by MMTC.

38. Consequences of Termination

Upon termination or expiry of the Contract, the Consultant shall immediately discontinue the Services as directed by MMTC and hand over all drawings, designs, reports, estimates, BOQs, specifications, tender documents, calculations, digital records and all other deliverables prepared under the Contract. The Consultant shall extend all necessary cooperation to ensure smooth transition of the Services.

39. Transition Assistance

The Consultant shall, for such period as may be specified by MMTC, provide all reasonable assistance required for orderly transfer of the Services, records and deliverables to MMTC or to any agency nominated by MMTC, without causing disruption to the Project.

40. Recovery and Risk & Cost

Upon termination for default, MMTC shall be entitled to complete the balance Services through any other agency at the sole risk and cost of the Consultant. MMTC shall have the right to recover any additional expenditure, losses, damages, penalties or other dues from the Consultant by adjustment against pending bills, Performance Security, Security Deposit or any other amount payable under this or any other contract with MMTC, without prejudice to any other legal remedy.

41. Survival of Obligations

Termination or expiry of the Contract shall not affect the rights and obligations of the Parties accrued prior to such termination. The provisions relating to confidentiality, intellectual property rights, indemnity, professional liability, statutory and labour law compliance, audit and inspection, recovery of dues and dispute resolution shall survive termination or expiry of the Contract.

42. Consultant's Right to Terminate



The Consultant may terminate the Contract only in the event of a material breach by MMTC which remains remedied for sixty (60) days after receipt of written notice. The Consultant shall not suspend or abandon the Services without the prior written approval of MMTC.

43. Entire Contract:

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

The draft Contract at Annexure (C) constitutes the whole of the Contract 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 this Contract not incorporated in this Contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent contract/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 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 Contract shall remain in full force and effect. The Parties declare that it is their intention that Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

44. Signing of Tender:

Each and every page of the tender document to be signed and stamped in acceptance of the terms and conditions. Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

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

N.B:

(1) In case of partnership firms;

- i. a copy of the partnership deed or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

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

- (2) A person signing the tender form or any documents forming part of the tender on behalf of another person, he/she should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

45. Compliance with Laws:

The selected Bidder shall comply with the laws in force in India during the course of performance of the Contract.

- i.) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, government or other regulatory or authorized body of persons and shall provide all certificates to MMTC of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender / Contract documents
- ii.) If during the tenure of work stipulated herein, successful bidder may found violating any laws, labour laws and its amendments time to time, norms attributed & applicable from this tender / subsequent Contract / contract, in such event, the successful bidder will be solely liable to face the consequence of violation, in as much, the successful bidder may keep MMTC safe and indemnified from any of the losses / risk which may occasioned by non-performing any statutory rules, regulation or law in force.

46. TERMS & CONDITIONS

The following terms and conditions shall apply to the L-1 successful bidder engaged for repairing work at MMTC House, C-22, Bandra Kurla Complex, Bandra(E), Mumbai - 400051.

- a. The quoted prices in INR shall be exclusive of all taxes.
- b. Bill will be raised on successful completion of work.(Please ref mode of payment)
- c. The payment shall be processed and made upon receipt of original bill (As per clause c above) within a month period. In case any correction is observed, bill will be returned back and settled after receipt of corrected bill.
- d. TDS and other statutory taxes (as applicable from time to time) shall be deducted at source from the bills.
- e. The successful bidder shall be responsible for any injury caused to person(s) visiting MMTC for the consultancy work or any damage caused to any property of MMTC Ltd. which may arise from the operations or negligence of any person of the



47. **Mode of Payment:(Part-I) – Please refer PART II as well**

- (a) 50% of agreed fee on submission of proposal/status report along with layouts/plans/drawing, and on acceptance of report by MMTC; on Preparation of draft tender documents to MMTC for selection of contractor and on successfully award of Work Order to Contractor.
- (b) 40% on satisfactory completion of work with certification.

- (c) 10% amount after defect liability period of the tendered works or 6 months which ever is more.

However, in case it is found that the process does not move forward at any stage due to any reason as per the this clause, MMTC reserves the rights to cancel/modify the tender process and no further payment shall be made, beyond whatever is mentioned.

48. **Issue of Letter of Intent (LOI):**

The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an Contract with the L-1 bidder initially for **two years and may be extended for further one year with the discretion of MMTC**, for Scope of Work mentioned in tender. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with interest free performance security deposit of Rs. 1,00,000/- (Rupees One Lakh Only) as mentioned above, in conformity with terms of bid document.

49. **Signing of Contract:**

Contract as per annexure 'C' shall be signed within ten days from the date of receipt of e-payment in MMTC Ltd. account for interest free security deposit.

50. **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.

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51. Holiday Listing:

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

52. Undertaking:

The successful bidder should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises.

53. SCOPE AND DUTIES OF CONSULTANT/CONSULTANCY FIRM.

Broadly the work of the 'Consultant' involves:

Part –I : - Conceptual Report

- i. Preparation of floor wise Existing inventory and Work Assessment (both internal and external)
- ii. Preparation of Existing floor wise Layout plans (both internal and external)
- iii. Preparation of floor wise status report of present internal & external condition of building floors including detailed status report on seepage, crack filling, Building compound including Entrance and Exit gates, Security Guard cabins, Rooftop/terrace etc.
- iv. Preparation of concept paper for proposed work including cost estimates for repairs/ renovations/remodeling and waterproofing requirements in building / on rooftop/terrace, basement & repairs to four lifts and fire fighting system in the building
- v. Long term & short term execution plan of the work
- vi. Time estimate for undertaking the proposed work
- vii. Modification feasibility plan
- viii. Open area of building premises.
- ix. Repairs/ replacement/modifications of existing External services
- x. Fire safety requirements.

- xi. Presentation in front of Competent Authority,
- xii. Sample Plans/ sketches/drawings etc.
- xiii. Any other suggestion/ improvement work in building
- xiv. However, MMTC reserves the right to define the quantum of works to be performed at a time.

PART-II – Execution of Works

- i. Preparation of specifications and detailed estimates, Analysis of Rates and as such other work as may be necessary for the preparation of bills of quantities (BOQ).
- ii. Preparation and calling of item rate tenders as per CPWD/MMRDA/MCGM norms, as applicable and to assist in selection of contractors.
- iii. Preparation and furnishing working drawings and other details on prescribed scales, for carrying out the work,
- iv. Work Supervision and measurement of works on item rate contract/contracts as per CPWD/MMRDA/MCGM norms, standard Engineering practices as applicable.
- v. Issuing certificates for interim and final bills for to the contractor and completion certificates of the works as required;
- vi. Preparation of three sets of the drawings/completion plans for (i)water supply,(ii)sanitation of all the works for record of the MMTC.
- vii. To assist MMTC in the Arbitration, if any, with contractors/Consultants.
- viii. In other words to undertake all CIVIL/Electrical works connected with the Repairs of building premises, floors and external area of MMTC House in all respect as required
- ix. ALL WORKS TO BE SUPERVISED BY MMTC'S APPOINTED COMMITTEE ALONG WITH ENGINEERING CONSULTANT.

54. Duties of Consultants:-

- (i) The Consultants shall be taking MMTC's instructions, inspection of site, study of requirement, doing the planning , preparing layout plans for proposed work for seeking approval of MMTC, indication of cost of the Project, as necessary, preparing working drawings, preparing of specifications and detailed estimates, analysis of rates or such other works as may be necessary for the preparation of bills of quantities, preparation of tender documents in consultation and with the approval of the MMTC advising on the tender. They shall also prepare and furnish to the MMTC, drawings and other details on prescribed scales for carrying out the work, supervision of execution of work, specifications, checking measurements of works on item/rate contract, issuing certifications for interim and final bills of the contractors and issuing requisite completion certificates, preparation of three sets of the completion plans including water supply, sanitation, drainage, CIVIL/ELECTRICAL of all the works for record of the MMTC. They will also assist the MMTC in resolving disputes with the Contractors, if any.

- (ii) The detailed estimates shall be prepared on the basis of item rates according to CPWD/MMRDA/MCGM schedule of rates for Mumbai in force plus prevailing escalation on such schedule based on the prevailing cost index sanctioned by C.E. (W.Z.), CPWD/MMRDA/MCGM which shall be shown separately.
- (iii) The tenders would be floated by the MMTC and shall be opened by a Committee duly constituted by the MMTC in the presence of Consultants and intending bidders. After they have opened the bids, the same would be forwarded to the Consultants for scrutiny and submitting their recommendations to MMTC.
- (iv) MMTC have the right to inform the Consultants before-hand in case it is decided by them to omit any of the services in part/full to be rendered by the Consultants so that the same may be excluded from the scope of the work assigned to the Consultants and the Consultants shall not be eligible for remuneration towards the omitted work.
- (v) The Consultants or their representatives shall visit the site as and when considered necessary and shall be responsible for day-to-day supervision through their representatives posted separately for CIVIL/ELECTRICAL/ Fire alarms/ Fire fighting works etc. by the Consultants to the entire satisfaction of MMTC. Nothing extra is payable to the Consultants on this account. MMTC, however, reserves the right to recover from the remunerations payable to the Consultants the cost of any alterations necessitated by faulty designing/execution of the works and any other in fructuous expenditure incurred due to fault of the Consultants.
- (vi) The Consultants will be required to prepare soft copies of tender papers & 5 (Five) copies of tender drawings and three copies of the completion drawings including structural, water supply, CIVIL, drawings and sanitation etc. Further copies as required by the MMTC shall be supplied at actual cost of copies to be reimbursed to Consultant.
- (vii) In consideration of the services enumerated in above, the Consultants shall be entitled to lump sum remuneration for Part-I and for Part-II Co-remuneration, shall be -----% (-----) of the cost estimated/tendered/executed (whichever is least) and accepted by the MMTC for the works. No fee shall be payable for the works executed directly by the MMTC or through any other agency.
The payments towards the municipal/statutory fee etc. as per actual, shall be the liability of the MMTC. The executed cost of the works shall be the gross amount of the Contractor's final bills prepared on the basis of recorded measurements pertaining to the works and installations of the services, but excluding the cost of the land, all installations and other services not executed through Consultants and also excluding the escalations payable to the Contractors executing the work.

55. Conditions of Engagement:

- i. That the consultants will ensure regular supervision and inspection, as they may deem necessary to ensure that the works are being executed in accordance with the tender documents.
- ii. That except for structural emergencies; the consultants shall not make any material deviation, alteration, addition to or omission from the works shown and described in the contract documents without first obtaining the written consent of MMTC. All orders given to the contractors by the consultants for any

- authorized deviation from the contract document shall be in writing, after MMTC has agreed to the same.
- iii. The consultants shall at the completion of the work, furnish as per provision of clause no. 18 to MMTC, drawings sufficient to show the main lines or other essential services.
- iv. If MMTC considers that the performance of the consultants is unsatisfactory or, not up to the expected standard, MMTC shall notify the consultants in writing and specify in detail the cause of such dissatisfaction. MMTC shall have the option to terminate this contract by giving 30 days notice in writing to the consultants, if 'Consultants' fails to comply with the requisitions contained in the said written notice issued by MMTC. After giving at least 14 days notice to MMTC, the 'Consultants' can by a further notice of 30 days terminate the contract, or at his discretion without prejudice to the right to terminate can suspend or continue suspension of performance of the whole or part of the services.
- v. All statutory payments to be made, if any, to CPWD/MMRDA/MCGM and other local/statutory bodies shall directly be borne by MMTC. However, MMTC will be only making such payments by e-payment. All other spade work relating to these shall be entirely the responsibility of the consultants.
- vi. The conceptual report, drawings estimates submitted by the consultants shall be exclusive property of MMTC who shall be at liberty, at its discretion; to get the balance work executed by any other agency. MMTC shall be at liberty to defer the implementation of conceptual report in part or in full at its administrative discretion & in that event nothing shall be payable to Consultants for Clause 19 - Part -II of assignment
- vii. If the consultants shall close their business or die or become incapacitated from acting as consultants as aforesaid, MMTC may make full use of all or any drawings, estimates or other documents prepared by the consultants after payment for the same and as provided herein.
- viii. The titles and headings in this tender are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this contract. The singular includes the plural; the masculine includes the feminine and vice-versa where the context requires.
- ix. **Changes and Additions in 'Consultant's Scope of services:** MMTC shall have the right to request 'Consultants' in writing to make any changes, modifications, deletions and/or additions to 'Consultant's scope of services. 'Consultants' shall review such written requests and if such changes and additions would jeopardized fulfillment of any of 'Consultant's obligation under this contract, 'Consultants' will not be obliged to make such changes or withhold and part of the services pursuant to such changes and/or additions contemplated by MMTC. Otherwise, 'Consultants' will work out the estimate of price and time adjustment on account of such changes, modifications, deletions and/or additions sought by MMTC and the same shall be mutually agreed. Unless 'Consultants' receives written authority from MMTC with Contract on variations in price and time schedule, 'Consultants' will not be obliged to proceed with any such variation in the scope of services.



56. Details of MMTC House.

- a. MMTC House is situated in Plot C-22, E Block of Bandra Kurla Complex, Mumbai - 400051 which has been leased from MMRDA for 80 years w.e.f. 13.01.1987
- b. MMTC constructed its own Ground + eight floor building in year 2001.
- c. Total area 2000 sq mtr. (Plot Size)
- d. First floor having carpet area of 4441 sq ft repairing of civil and electrical work.
- e. Second to eight floors having unique carpet area of 4448 sq ft repairing and electrical work/Air conditioning, etc.
- f. Terrace with water tank
- g. Ground floor with open external area (parking space)
- h. Basement with LT/HT Panel

57. Successful Bidder shall ensure that his recommendation/suggestions and opinions are in line with government norms and applicable governing laws. In violation of government norms, consultant will be sole responsible and penalty (if any) will be recovered from consultant.

NIA No. MMTC/CO/ ESTATE/2026-27/01 DATED _____

TECHNICAL BID

1. Name of Engineering Consultant : _____
2. Registered Address : _____
3. Registration Number : _____
4. PAN NO (Enclose copy) : _____
5. GST No (Enclose Copy) : _____
6. Name of Partners / Directors: : _____
7. Company's Establishment Year : _____
8. Company Nature of Business : _____
9. Company's Legal Status : _____
10. Company Category : _____
11. Contact Person Name : _____
12. Designation : _____
13. Tel. No : _____
- E-mail address : _____
- Mobile : _____

14) Details of EMD:

: NEFT /UTR No. _____
dated _____ for
(Rs. _____)

We have carefully gone through the terms and conditions of the NIA documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding requirement of work etc.

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co.: _____

Place: _____

Date: _____



PRICE BID

Tender No.:

PRICE BID BREAKUP

Sr. No	Particulars	Specification	In percentage of the estimated cost of the work as assessed by the Consultant for the purpose of contract tendering, or the actual cost of execution of the work, which ever is lower.
1	Fee Payable	For contractual report/drawing, quantity assessment, preliminary cost estimates, BOQ, Tendering, Supervision and time frame upto completion.	

The fees payable shall be covering all these works i.e., for tender drawing, detailed cost estimates, tender documents, bids evaluation, working drawing , work supervision ,measurement and bill process, etc. **Taxes as applicable** shall reimbursed separately on submission of proof of deposit.

1. I/We accept all the terms & conditions mentioned in the tender.

SIGNATURE _____
NAME _____
Name of the Company/Firm _____
Date _____

Seal of Bidder

Annex-A

On the letter head of Engineering consultant/consultancy firm

No.

Date

To,
Dy. General Manager (I/c)
MMTC Limited.
Mumbai Cell,
Core -I, Scope Complex
Lodhi Road institutional area
New Delhi-110003

SUB: Selection of Engineering Consultant – Reg.

Dear Sir,

I/we, the undersigned have carefully gone through and clearly understood the work requirements and concur to terms & conditions in the draft Contract as given by MMTC. We hereby submit our bid in two bids e-tender, as under:

1. Technical Bid :- Technical & Administrative Details.
2. Price Bid :- As a percentage of estimated cost/tendered cost/executed cost (The fees payable shall be the least of the three) for preparing e-tenders drawings, Detailed Cost Estimates, Bids Evaluation/ working Drawings, Work supervision/ measurements & Bill Processing, etc.

I/we do hereby undertake to execute and complete the whole work as per the tender. We understand that award of work shall be on the basis of evaluation criteria enclosed. Our fees will be exclusive of tax/duties and for complete job in all respect including provision of representatives, transport and liaison, Meetings with MMTC Officials as required. In the event of this offer being accepted, I/we agree to enter into an Contract on Stamp duty Paper of Rs.500/- (Non-judicial) payable by us as and when required and execute the contract according to your form of Contract. We understand that the extant statutory payments & taxes other than income tax shall be reimbursed to us separately on submission of proof of deposit

Our offer will be valid for acceptance for a period of 90 days from the date of submission.

Yours faithfully,

Authorized Signature and seal and Stamp



We agree for e payments & submit details as under:-

(A). In case you already have an account with _____ Bank, then we request you to give your kind consent for crediting your account directly by E-Payment mode and give us following account details:-

[illegible][illegible][illegible]

(B) In case you do not have an account with _____ Bank, then please provide the following details, so that we can transfer funds through RTGS mode:-

[illegible][illegible][illegible][illegible][illegible]

--	--	--	--	--	--

7 Bank Location

8 Account Type
(Saving/Current)(SA/CA)

--	--

9 E-mail ID(if any)

A blank cancelled cheque has been enclosed: YES / NO

Thanking you,

(Vendor's/ Customer's Name & Signature)

Certified by Bank regarding Banking Details
(Bank Seal & Signature of Authorized Signatory)



Contract

This Contract is made at Delhi on this _____ day of _____ 2026 between:
M/s. MMTC Limited, a Company incorporated under the Companies Act, 1956, having
Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110
003, hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context
or meaning hereof shall include its successor, assign, administrators and executors) of ONE
PART.

And

M/s. _____ (Company/or partnership firm, having registered
office _____ address _____ at
_____ hereinafter
referred to as "Consultant" (which expression shall unless repugnant to the context or meaning
hereof shall include its successors, assigns, heirs and execute) of OTHER PART.

AND WHEREAS MMTC is desirous of selecting consultant for civil and electrical work at
MMTC house, C-22, E-block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051 and
Consultant has become successful in NIA No. _____
dated _____ for work related to
Consultancy for repairing work at MMTC House, C-22, E-Block, BKC, Bandra (East).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. WHEREAS MMTC has issued a work order no. _____ dated _____
in favour of Consultant/Consultant firm herein.
2. AND WHEREAS The successful Consultant agrees to execute fulfill and discharge all the
responsibilities duties, liabilities in accordance with the terms of NIA, scope of work in the
present contract as Consultant/firm for repairing work at MMTC House, C-22, E-Block,
BKC, Bandra (East), as per the details of NIA
No. _____ dated _____ and hereinafter manner
hereinafter agreed to entire satisfaction of MMTC.
3. The Consultant shall execute and efficiently handle the role of consultant for repairing
work at MMTC house, C-22, E-block, BKC, Bandra (E) Mumbai-51, as mentioned in the
scope of work as per tender document and work entrusted to Consultant in accordance with
the specification until it is approved by MMTC for consideration as per terms & conditions
from tender document.
4. In case the jobs entrusted/assigned to the Consultant are found unsatisfactory or not in
accordance with the specifications or specified/samples given by the Management, the

MMTC shall be liable to change the same and in default whereof the Consultant shall compensate to MMTC as per provisions in tender.

5. Duties of Consultant are as under :-

- (i) The Consultants shall be taking MMTC's instructions, inspection of site, study of requirement doing the planning , preparing layout plans for proposed work for seeking approval of MMTC, indication of cost of the Project, as necessary, preparing working drawings, preparing of specifications and detailed estimates, analysis of rates or such other works as may be necessary for the preparation of bills of quantities, preparation of item rate tender documents in consultation and with the approval of the MMTC advising on the tender. They shall also prepare and furnish to the MMTC, drawings and other details on prescribed scales for carrying out the work, supervision of execution of work, specifications, checking measurements of works on item rate contract, issuing certifications for interim and final bills of the contractors and issuing requisite completion certificates, preparation of three sets of the completion plans including water supply, sanitation, drainage, CIVIL/ELECTRICAL of all the works for record of the MMTC. They will also assist the MMTC in resolving disputes with the Contractors, if any.
 - (ii) The detailed estimates shall be prepared on the basis of item rates according to CPWD/MMRDA/MCGM schedule of rates for Mumbai in force plus prevailing escalation on such schedule based on the prevailing cost index sanctioned by C.E. (W.Z.), CPWD/MMRDA/MCGM which shall be shown separately.
6. The tenders would be floated by the MMTC and shall be opened by a Committee duly constituted by the MMTC in the presence of Consultants and intending bidders. After they have opened the tenders, the same would be forwarded to the Consultants for scrutiny and submitting their recommendations to the MMTC.
 7. The MMTC have the right to inform the Consultants before-hand in case it is decided by them to omit any of the services in part/full to be rendered by the Consultants so that the same may be excluded from the scope of the work assigned to the Consultants and the Consultants shall not be eligible for remuneration for the omitted work.
 8. The Engineering Consultant or their representatives shall visit the site as and when considered necessary and shall be responsible for day-to-day supervision through the



representatives posted separately for CIVIL/ELECTRICAL /Fire alarms/ Fire fighting works etc. by the Consultants to the entire satisfaction of the MMTC. Nothing extra is payable to the Consultants on this account. The MMTC, however, reserves the right to recover from the remunerations payable to the Consultants the cost of any alterations necessitated by faulty designing/execution of the works and any other in fructuous expenditure incurred due to fault of the Consultants.

9. The Consultants will be required to prepare five hard copies (in original) and one soft copy each of tender papers& tender drawings and three copies of the completion drawings including structural, water supply, CIVIL, drawings and sanitation, etc. Further copies as required by the MMTC shall be supplied at actual cost of copies to be reimbursed to Consultant. The charges of tender copies beyond ten copies if required shall be similarly reimbursed to Consultants on actual cost (of copies) basis.
10. In consideration of the services enumerated in Clause NO. 4 above, the Consultants shall be entitled to lump remuneration for Part-I and for Part-II remuneration, shall be Rs. _____ /-) of the cost estimated/tendered/executed (whichever is least) and accepted by the MMTC for the works. No fee shall be payable for the works executed directly by the MMTC or through any other agency.

The payments towards the municipal/statutory fee etc. as per actual, shall be the liability of the MMTC. The executed cost of the works shall be the gross amount of the Contractor's final bills prepared on the basis of recorded measurements pertaining to the works and installations of the services as per tender, but excluding the cost of the land, and installations and other services not executed through Consultants and also excluding the escalations payable to the Contractors executing the work.

11. Conditions of Engagement:

- i. That the consultants will give such periodical supervision and inspection, as they may deem necessary to ensure that the works are being executed in accordance with the tender documents.
- ii. That except for structural emergencies; the consultants shall not make any material deviation, alteration, addition to or omission from the works shown and described in the contract documents without first obtaining the written consent of MMTC. All orders

- given to the contractors by the consultants for any authorised deviation from the contract document shall be in writing, after MMTC has agreed to the same.
- iii. The consultants shall at the completion of the work, furnish as per provision of clause no. 19 to MMTC, drawings sufficient to show the main lines or other essential services.
 - iv. If MMTC considers that the performance of the consultants is unsatisfactory or, not up to the expected standard, MMTC shall notify the consultants in writing and specify in detail the cause of such dissatisfaction. MMTC shall have the option to terminate this contract by giving 30 days notice in writing to the consultants, if 'Consultants' fails to comply with the requisitions contained in the said written notice issued by MMTC. After giving at least 14 days notice to MMTC, the 'Consultants' can by a further notice of 30 days terminate the contract, or at his discretion without prejudice to the right to terminate can suspend or continue suspension of performance of the whole or part of the services.
 - v. All statutory payments to be made, if any, to BMC/MMRDA and other local/statutory bodies shall directly by borne by MMTC. However, MMTC will be only making such payments by e-payment All other spade work relating to these shall be entirely the responsibility of the consultants.
 - vi. The conceptual report, drawings estimates submitted by the consultants shall be exclusive property of MMTC who shall be at liberty, at its discretion; to get the balance work executed by any other agency. MMTC shall be at liberty to defer the implementation of conceptual report in part or in full at its administrative discretion & in that event nothing shall be payable to Consultants for Part -II of assignment
 - vii. If the consultants shall close their business or die or become incapacitated from acting as consultants as aforesaid, MMTC may make full use of all or any drawings, estimates or other documents prepared by the consultants after payment for the same and as provided herein.
 - viii. That MMTC and the consultants bind themselves, their partners, successors in interest, executors, administrators and assigns, if any, to the other party to this Contract and to the partners, successors in interest, executors administrators and assigns of such other party in respect of all covenant of this Contract.



- ix. Except as above, neither MMTC nor the consultants shall assign, sublet or transfer their interest in this Contract without the written consent of the other.
- x. The titles and headings in this contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this contract. The singular includes the plural; the masculine includes the feminine and vice-versa where the context requires.
- xi. Changes and Additions in 'Consultant's Scope of services: MMTC shall have the right to request 'Consultants' in writing to make any changes, modifications, deletions and/or additions to 'Consultant's scope of services. 'Consultants' shall review such written requests and if such changes and additions would jeopardized fulfillment of any of 'Consultant's obligation under this contract, 'Consultants' will not be obliged to make such changes or withhold and part of the services pursuant to such changes and/or additions contemplated by MMTC. Otherwise, 'Consultants' will work out the estimate of price and time adjustment on account of such changes, modifications, deletions and/or additions sought by MMTC and the same shall be mutually agreed. Unless 'Consultants' receives written authority from MMTC with Contract on variations in price and time schedule, 'Consultants' will not be obliged to proceed with any such variation in the scope of services.
- xii. It is expressly understood and agreed by and between the 'Consultants' and MMTC, that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its behalf under the applicable laws of India and general principles of contract law. The 'Consultants' expressly agrees, acknowledges and understands that MMTC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, and commissions, breaches or other wrongs arising out of the contract. Accordingly, 'Consultants'



hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of under this contract.

12. The Consultant shall be exclusively responsible/ liable for due observation and implementation of the statutory conditions or requirements of applicable government guidelines, and laws amended time to time.
13. It shall be obligatory on the part of the Consultant either to work personally for the execution of the repairing at MMTC House, Bandra Kurla Complex, Bandra (East), Mumbai-400051 personally at the premises.
14. The Consultant shall be free to work anywhere else or undertake any contract and shall be free to provide his services without disturbing the scope of the work.
15. Interest Free Performance Security Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) or 5% of the contract value whichever is high, through the shape of e-payment by the Consultant is for due and satisfactory performance of the contract and shall be refunded only after satisfactory completion of Contract and **Defect Liability Period** and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the Consultant.
16. In case any loss is caused to MMTC on account of non-fulfillment of any obligation by Consultant then MMTC shall have full right to make adjustment for the said losses from the bills/ performance security deposits payable by MMTC to the Consultant. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Consultant shall pay on demand / without any protest the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the Consultant in accordance with laws.
17. The duration of this contract is **initially for a period of two years and may be extended further for a period of one year at discretion of MMTC.**
18. The Contract may be terminated even before the stipulated period by either party by giving one month's notice in writing at the address given herein above.
19. **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.
20. **Holiday Listing:**
Notwithstanding anything contained in this Contract, MMTC's policy for holiday listing of an agency an agency mutatis mutandis applies to this Contract and in the event, the agency(s) while discharging its obligations under the Contract or otherwise,



come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

21. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/revoke the Contract by giving one month's notice in writing and the contract shall come to an end.

In that case, the liabilities, responsibilities of the Consultant for the work done during the existing of this Contract shall not come to an end unless settled with MMTC as per law.

i. Taxes and Duties:

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.

ii. Severance:

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this contract shall be in full force and effect.

iii. Governing Language:

The Contract shall be written in English language. Subject to below clause such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only.

- iv. The tender documents terms and conditions therein shall form an integral part of this Contract. In case of dispute with regards to meaning of them the decision of MMTC shall be binding.

22 Termination Clause:

1 Right to Terminate the Process

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

- a) The successful bidder commits breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- b) If the successful bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this e-tender and subsequent Contract and the extension, if any allowed, it will be a breach of contract. MMTC reserves its right to cancel the contract, without prior notice.
- 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 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 successful bidder failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the contract without previous notice.
- d) In case selected bidder fails to deliver the services as stipulated in the Contract/contract, MMTC reserve the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. In such event EMD and Performance Security Deposit shall stand forfeited.
- e) After award of the Contract, if the selected bidder does not perform satisfactory or delays execution of the Contract, MMTC reserves the right to get the Contract

for remaining period executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur for the same. This clause is applicable, if for any reason, the Contract is cancelled.

- f) MMTC reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the selected bidder including from the pending bills and/or invoking the performance security deposit under this Contract.

23. Consequences of Termination

- a) In the event of termination of the Contract/contract due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarification 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 Contract.
- 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 / legal recourse 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 Contract / contract that are expressly or by implication intended to come into or continue in force on or after such termination.

24. TERMINATION FOR SOLE INSOLVENCY :

MMTC Limited may at any time terminate the Contract by giving 30 days written notice to the Consultant on the address mentioned in contract without giving compensation to the Consultant, if the Consultant becomes bankrupts or otherwise, insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue or will accrue thereafter to MMTC Limited.

25. FORCE MAJEURE:

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

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the Contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present Contract shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the



performance of the Contract. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

26. Entire Contract:

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

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

27. Indemnity:

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, damages, 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 discharge of the obligation under the Contract, 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 Contract, 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 Contract 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 the Contract.

28. Modification /Amendment:

Any modification / amendment of the Contract shall be in writing and signed by an authorized representative of each party, which shall form the part of the existing contract.

29. Sole Arbitration Clause: Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope , operation or effect of this contract or the validity or breach thereof, if not resolved amicably, shall be settled by arbitration by a sole arbitrator to be nominated by Chairman-Cum-Managing Director (CMD) of MMTC. The provision of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceeding and amendments thereof from time to time. The decision of sole arbitration shall be final and binding on the parties to the contract. **The venue/seat of Arbitration shall be New Delhi.**

IN WITNESS WHEREOF this Contract is executed at Mumbai through authorized representative of both the parties on..... Day of 2026.

For M/s _____

For M/s. For MMTC Limited, _____

Name and Designation of the Signatory.

Name and designation of Signatory.

Witnesses :

- 1)
- 2)

Witnesses :

- 1)
- 2)



"Annexure D"

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE L-1 SUCCESSFUL BIDDER TO MMTC LIMITED ON Rs. 500/- NON JUDICIAL STAMP PAPER FOR COMPLIANCE OF VARIOUS STATUS.

1. That I/We have taken a contract from M/s. MMTC Limited, New Delhi (A company incorporated under the Companies Act, 1956) having registered office at Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110 003 for selection of consultant for repairing work at MMTC House, C-22, E-Block, BKC, Bandra (East), Mumbai-400 051.
2. That I/We have executed an Contract dated _____ with MMTC Delhi for Engineering consultancy for repairing work at MMTC House, C-22, E-Block, BKC, Bandra (East), Mumbai-400 051 as per the terms and conditions specified therein.
3. I/We have gone through the provisions of all the statutory laws/ taxes and its amendment thereof, etc.
4. I/We further undertake to keep MMTC fully indemnified against any claim that may arise under the aforesaid contract.
5. We hereby declared that we have not been blacklisted by any Indian CPSU/PSU/Govt. Organization/State and Central Govt. Deptt, etc. in the last five years ending 30.06.2026.

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from and no part of it is false.

Verified on this _____ day of _____ at Mumbai.

DEPONENT

Identified by me

A handwritten signature in black ink is written over a circular, faint stamp. The signature appears to be a stylized 'P' or 'R' followed by a horizontal line. The stamp is mostly illegible but seems to contain some text around the perimeter.

"Annexure E"

(Letter for submission with e-tender on bidder's own letterhead)

UNDERTAKING.

No.

Dated

The Dy.General Manager (Mumbai Cell)
MMTC limited
Core-1, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi-110 003.

Sub.:- E-NIA for selection of Engineering Consultant for repairing work at MMTC
House, C-22/E-Block, BKC, Bandra (East) Mumbai 400 051.

Ref.:- MMTC/CO/ESTATE/2026-27/

Dated

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the e-tender terms and conditions of the tender documents, the work requirements and undertake to comply with the same.
2. I/We undertake to execute and complete the work as per e-tender terms and conditions and the e-bids submitted by us. We have signed each and every pages of the e-tender documents as token of our acceptance of all terms and conditions of the e-tender.
3. I/We enclose herewith receipt of proof of payment of interest free Earnest Money Deposit (EMD) of Rs. _____ - by e-mode.
4. I/We also undertake to comply with all the laws/acts/enactments and modifications, etc. applicable for executing the said work.
5. My /our offer is excluded applicable GST.
6. All the statutory payments will be paid by me/us to the concerned authorities on or before due date.
7. My/Our offer shall be valid of 90 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____
Signature _____
Date _____
Name _____
Designation _____
Seal of Consultant.

Address: _____

