



MMTC LIMITED
(A Government of India Enterprise)
“MMTC House”, C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400 051.
Phone: 022-61214500/4508 Fax: 022 -26572541
E-mail: mmtcmumbai@mmtclimited.com : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Mum/Admn/Estate/03/2022-23

Dated: 24/01/2023

TENDER DOCUMENT

E-NIT FOR RENTING OUT VACANT SPACE AT 1ST, 4TH AND 6th to 8th FLOORS AT
MMTC HOUSE, C-22, E- BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST)
MUMBAI - 400 051 ON LEASE AND LICENSE BASIS.

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1ST 4TH AND 6th
to 8th FLOORS, MMTC HOUSE, C-22, BLOCK-E, BKC, BANDRA
(EAST) MUMBAI 400 051 ON LEAVE AND LICENSE BASIS.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated: 24/01/2023

Technical BID/Financial Bid

Start date for Downloading tender Documents	.....	25/01/2023 From 1200 Hrs
Pre-bid meeting	.....	07/02/2023 At 1400 HRS
Last date for Downloading tender Document	.....	13/02/2023 Up to 1400 HRS
Due date of tender submission (Technical & Price Bid)	.....	13/02/2023 Upto 1500 HRS
Technical Bids opening Date	.....	14/02/2023 at 1100 HRS
Price Bid Opening	.....	To be notified Later

Downloaded by:

M/S -----

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st, 4TH and 6th
to 8th FLOORS, MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA
(EAST) MUMBAI -400 051 ON LEAVE AND LICENSE BASIS.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated: 24/01/2023

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8th FLOORS, MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA
(EAST) MUMBAI -400 051 ON LEASE AND LICENSE BASIS.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated:-24/01/2023__

Appendix

- | | |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Period of Renting | Initially (3) Three years without Escalations and subsequent extensions with escalation @15% for next three years. |
| 2. Earnest Money Deposit | Rs. 1,00,000/- per floor. |
| 3. Security deposit | Equivalent to 6 months leave and license rent |
| 4. Participation Fees (Non-refundable) | Rs. 1000/- (Rupees One Thousand Only) in the form of e-payment (NEFT/Fund Transfer) in SBI Bank A/c no. 00000040034579997 with IFSC code – SBIN0000300 submit letter mentioning UTR Number. |

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st 4th and 6th to 8th FLOORS,
MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI -400 051 ON
LEAVE AND LICENSE BASIS.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated :- 24/01/2023

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “RENTING OUT OF VACANT SPACE AT 1st floor (5027 sq ft) and 4th, 6th to 8th FLOORS, each floor admeasuring 5,283 sq. feet of built-up area located at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 on “As is where is basis” from PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC, for office purpose only. No illegal activities would be allowed to be carried out in the premises.

Bids (Technical and Financial Bid) against this tender shall be received only electronically through e-procurement portal of MMTC (<https://mmtc.abcprocure.com>). No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in the tender box placed at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.

Earnest Money Deposit & non-refundable participation fees are required to be submitted in the form of NEFT/RTGS/Fund Transfer in the account of MMTC Limited. The details of which are as below:

Account Name	MMTC Limited
Account number	00000040034579997
Bank name	State Bank of India, Fort Branch, Mumbai
IFSC code	SBIN0000300.

The bidders are required to upload soft copies of the following:

Technical Bid

Financial Bid (To prepared on Company’s Letter head) Copy of PAN & GST no.

Scanned copy of UTR No. generated through online payment of EMD & Participation fees.

1. Eligibility Criteria / Proof of Eligibility:

- A. Central/State Govt. Departments
- B. Central/State Government PSUs/Boards, etc.
- C. Reputed Govt. /Private Insurance Companies.
- D. Public Sector/Private sector banks of repute
- E. Companies of Repute including MNC.

A. Central/State Govt. Departments: Complete profile of the Department.

B. Central/State Govt. PSUs:

- (i) Annual turnover of the organization for the last three financial years.
- (ii) Complete Profile of the organization.
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- (iv) Income Tax returns for the last three financial years.
- (v) List of Board of Directors & Authorized Signatory.

C. Reputed Govt./Private Insurance Companies of repute:

- (i) Annual turnover of the organization for the last three financial years.
- (ii) Complete Profile of the organization.
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- (iv) Income Tax returns for the last three financial years.
- (v) List of Board of Directors & Authorized Signatory.
- (vi) Solvency Report.
- (vii) Pan number
- (viii) Govt.'s approval to operate in the field of Insurance in case of Private Insurance Companies
- (ix) Should not be a defaulter to any statutory authority or banking institutions.

D. Public Sector (Nationalized/Scheduled) Banks/Private Sector Banks of repute:

- (i) Annual turnover of the organization for the last three financial years.
- (ii) Complete Profile of the organization.

-
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
 - (iv) Income Tax returns for the last three financial years.
 - (v) Legal status
 - (vi) List of Board of Directors.
 - (vii) Net worth of the bank.
 - (viii) Pan number
 - (ix) Government's approval to operate in the field of banking in case of private sector banks.
 - (x) Should not be a defaulter to any statutory authority or banking institutions.

E. Companies of Repute including Multi-National Companies

- (i) Annual turnover of the organization for the last three financial years.
- (ii) Complete Profile of the organization.
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- (iv) Income Tax returns for the last three financial years.
- (v) Legal status
- (vi) List of Board of Directors.
- (vii) Solvency Report from your banker.
- (viii) Should have minimum net-worth of Rs. 50 Crore as on 31st March'2022
- (ix) Should not be a defaulter to any statutory authority or banking institutions.

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- F. MMTC shall realize rent from the Tenant (successful bidder) on Built-Up Area (PSQFT) basis.
 - G. The space will not be let out for any activities other than for office permitted as per laws of the land.
 - H. The bidders offer will be the sole criteria for acceptance by MMTC (Subject to eligibility conditions).

2. List of documents :

Technical Bid should be accompanied by the following documents: -

- a) Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
 - b) Profile of Organization (Bidder).
 - c) PAN/GST (self attested copy of the certificate)
 - d) Power of Attorney/Authorization in favor of signatory of Tender documents.
 - e) Last three years audited financial statements (balance sheet and profit & loss A/C) along with Certificate issued by C.A (in original), regarding confirmation of audit, positive net worth, turnover of the bidder and income tax returns for the last three financial years.
 - f) Solvency report from bank (Nationalized/Scheduled Banks).
 - g) Legal status
 - h) Documents in proof of net-worth of Rs. 50 Crore as on 31st March'2022 in case of MNCs.
 - i) Undertaking about credit worthiness, non-implications in payment defaults to any Govt./Non-Govt. Agency/ Entity and legal proceedings for recovery of dues anywhere in the country. The undertaking to be submitted on a non-Judicial stamp paper of appropriate value on the following counts:
 - (I) There is no default in payment of rent by the bidder anywhere.
 - (II) There are no law suits of recovery, forgery, evictions, unlawful possession pending against the bidder anywhere.
- Any of the above conditions discovered to be otherwise at any stage shall be the ground for termination of Tenancy agreement at the sole discretion of MMTC.
- j) Memorandum of Association or Article of Association along with name, address and photos of Directors.

K) Authorization letter, with attested photograph, in favor of the official attending the bid opening process.

Bids without above documents will be liable for rejection.

3. Interested bidders may also obtain the tender document personally from Admin & Estate Division, MMTC Limited, MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 by paying Rs.1000/- through e-payment (NEFT/Fund transfer and copy of submit UTR number)
4. (a) Last date and time for submission of bids 13/02/2022 up to 1500hrs.
(b) Opening of Technical Bids on 14/02/2022.
5. MMTC Limited reserves the right to reject any one or all the tenders without assigning any reasons, either in full or in part and no claim whatsoever shall be entertained on this account.
6. All payments (including EMD) to be made to MMTC Limited, Mumbai should be through e-payment only (RTGS/NEFT/Fund Transfer) in SBI Bank A/c no. 00000040034579997 IFSC Code : - SBIN0000300 and submit letter mentioning UTR number.
7. All price bid shall be read as financial bid.

Chief Manager (Administration)

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st 4th and 6th to 8th FLOORs,
MMTC House, BKC, Bandra (E) Mumbai 400 051

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated:24/01/2023

SPECIAL TERMS & CONDITIONS FOR E-TENDER

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

Procedure for Obtaining Digital Certificate

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

Procedure for Registering in E-Procurement portal

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

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

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

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	Sonu Tank : 07935022180	sonu@abcprocure.com info@abcprocure.com
	Satabdi Dey : 07935022167 / 07935022166	
Ms. Khushboo (Dedicated Helpdesk for MMTC)	+91 9510813528 +91 9081000427, +91 9328931942,	delhi.support@eptl.in
Technical Assistance	+91 - 95108 12960,	support@abcprocure.com

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

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

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st 4th and 6th to 8th FLOORS, AT
MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI 400 051.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated: 24/01/2023

INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

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

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

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

1. Proof of payment of non-refundable participation fee of Rs. 1000/- (Rupees One Thousand Only) through e-payment (NEFT/RTGS/fund transfer) and UTR number and date to be submitted. If Submitted – Tick (Yes)
2. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions. If submitted – Tick (Yes)
3. Profile of organization (bidder). If submitted – Tick (Yes)
4. Pan/GST (self attested copy of the certificate) if submitted – Tick (Yes)
5. Power of attorney/authorization in favor of signatory of tender documents. If submitted – Tick (Yes)
6. Last three years' Audited Financial Statements (Balance Sheet And Profit & Loss A/C) along with Certificate issued by C.A (in original), regarding confirmation of Audit, Positive Net Worth, Turnover of the bidder and Income Tax returns for the last three Financial Years. If submitted – Tick (Yes)
7. Solvency report from bank (Nationalized/Scheduled Banks). If submitted – Tick (Yes)
8. Documentary proof of legal status. If submitted – Tick (Yes)
9. Documents in proof of net-worth of Rs. 50 Crore as on 31st march'2022 in case of MNCs. If submitted – Tick (Yes)
10. Undertaking about credit worthiness, non-implications in payment defaults to any Govt. /non-Govt. Agency/ Entity and legal proceedings for recovery of dues anywhere in the Country. The undertaking to be submitted on a Non-Judicial stamp paper of appropriate value on the following counts:
 - (I) There is no default in payment of rent by the bidder anywhere.

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- (II) There are no law suits of recovery, forgery, evictions, unlawful possession pending against the bidder anywhere.

Any of the above conditions discovered to be otherwise at any stage shall be the ground for termination of tenancy agreement at the sole discretion of MMTC.

11. Memorandum of Association or Article of Association along with name, address and photos of Directors. If submitted – Tick (Yes)
12. Authorization letter, with attested photograph, in favor of the Official attending the bid opening process. If submitted – Tick (Yes)

Foot Notes:

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

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

PRICE BID: In prescribed format (ref. pg. 23) on bidder's Letter Head - duly filled and signed with stamp.

FOR AND ON BEHALF MMTC LIMITED

Chief Manager (A)

N.B: Contact person for any clarification: Shri Bharat V Parab, Chief Manager (Sys/A),
Phone: 022-61214508.

E-NIT FOR RENTING OUT OF VACANT SPACE AT 1st 4th and 6th to 8th FLOORS, AT
MMTC MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST) MUMBAI 400 051.

No. MMTC/Mum/Admn/Estate/03/2022-23

Dated: 24/01/2023

GENERAL INSTRUCTIONS FOR BIDDERS

SECTION - I

1. Receipt of Tender Document :

Bids (Technical and Financial Bid) against this tender shall be received only electronically through e-procurement portal of MMTC (<https://mmtc.abcprocure.com>). No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in the tender box placed at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English OR Hindi. The tender shall duly attest & stamp all enclosures, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

- a. A pre-bid meeting is scheduled on 07/02/2023 at 1400 hrs at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051. All prospective bidders are requested to attend the meeting. Bidders may send in their queries by e-mail/regd. Post so as to reach the MMTC office on or before 06/02/2022 up to 1700hrs. The email address for sending query is bvparab@mmtclimited.com
- b. Technical Bid will be opened at on 14/02/2022.
- c. Date and time for opening of Financial Bid shall be informed later to the bidders who qualify in technical evaluation process.
- d. In case the specified date of tender opening is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- e. Authorized representatives of the bidders, who have submitted tenders in time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

3. Interest free Security Deposit :

The successful bidder (H-1) shall be required to deposit an interest free Security Deposit equivalent to the six months leave and license rent, as per bid submitted to MMTC Ltd., excluding all taxes/regular proportionate monthly expenses (water/electricity/miscellaneous). The minimum leasing period being Three years, the security deposit is liable to be forfeited without notice under the following conditions:

- a) The bidder (tenant) decides to exit the leave and license agreement before the completion of three years.
- b) Defaults in payments of monthly rentals for three successive months at a stretch.

4. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by authorized person and upload.
- b) Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c) If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.
- d) Rent should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format in e-mode.
- e) Municipal taxes, (except property taxes) or any other taxes, levies applicable now or imposed in future shall be borne proportionately, at actual, by the Licensor and the Licensee. Bill will be paid by MMTC, and proportionately recovered through debit note.
- f) Electricity and water charges shall be paid by MMTC when the bill is received from the respective authorities and then claimed from the bidder (tenant) by raising a debit note. Electric meter is available on each floor for light and power charges will be applicable on consumption/meter reading basis. Bill will be paid by MMTC since meter is in the name of MMTC and debit note will be raised to tenants. If any delay for payment by tenant, interest will be charged at prevailing rates (Current prevailing interest rate @14.75% p.a. on monthly rest) as decided by MMTC will be charged.
- g) Price bid should consist of bidder's quoted rates duly signed and stamped by authorized person.

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- h) A bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall not be considered for the tender process.
 - i) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
 - j) Cutting/modification/overwriting in the tender document will not be accepted.
 - k) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
 - l) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
 - m) The bidder is required to enter into a leave and license basis agreement as per the prescribed in available tender format contained in Section- V of tender document.
 - n) This bid document shall form a part of the contract agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of Bid Document and it may amount to amendment of relevant clauses of the Bid Documents.
 - o) Service charges for common area: Lift, staircase, parking lot (other than basement) entrance etc. The expenses will be borne by MMTC. Water charges in case of scarcity will be applicable separately and same will be debited to tenants. Lift facility will be available to the bidder.
 - p) There will be only five ECS (Equivalent Car Space) committed parking available to each floor with approved sticker of MMTC Ltd Mumbai. The occupant(s) has to submit relevant documents of vehicle, to establish the ownership of tenant to MMTC Limited, Mumbai. The decision of parking allotment by MMTC shall be final and binding to all the parties.
 - q) The agreement for leave & licence shall be registered within 3 months from the date of signing of agreement with appropriate authority along with payment of stamp duty. Expenses of stamp duty, registration charges, legal expenses, penalty if any, to be shared equally.
 - r) **The bid shall be for a minimum of one complete floor.**
 - s) The tender can be purchased by an employee of a company and submit with an email/authorization letter along with technical bid.

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- t) Financial bid of those bidders who qualified technical bidder will only be opened.

5. TENDER VALIDITY :-

- a. The tenders shall remain valid for acceptance for a minimum period of 60 days (*sixty days*) after the date of opening of Financial bid.
- b. MMTC may request the bidder to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by post or by fax/email followed by post. The bidders, who agree to extend the tender validity, are to extend the same without any change in the tender.
- c. In case, the day up to which the tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.

SECTION - II

1. SCOPE OF TENDER :

- b) MMTC Limited invites E-bids for “RENTING OUT OF VACANT SPACE AT 1st floor (5027 sq ft) and 4th,6th to 8th FLOORS, each floor admeasuring 5,283 sq. feet of built-up area located at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051, on “As is where is basis” from PSUs/PSBs/Private Sector Banks/Companies of Repute including MNC, for office purpose only. No illegal activities would be allowed to be carried out in the premises. The bidders may visit the site and its locality with prior appointment on all working days to gather all the requisite information before quoting the rates.
- c) The minimum leasing period is initially (3) Three years, i.e. Lock-in-period without escalations and subsequent extensions with escalation @15% for next three years.
- d) The successful H-1 bidder shall sign a leave and license basis agreement for the built-up space for the entire area bid for within 30 days of the acceptance of bid.
- e) The H-1 bidder shall, at his own cost, renovate the rented out (on leave and license basis) space to suit his requirements. However, while doing so, if any damage is caused to the main structure of the building or the lifts or any other fittings/structure of the building, the same shall be *rectified* by the awardee, if not the same expenses shall be appropriated from the security deposit.

2. SUBMISSION OF BIDS:

Bids (Technical and Financial Bid) against this tender shall be received only electronically through e-procurement portal of MMTC (<https://mmtc.abcprocure.com>). No bids shall be accepted in hard copy or in any other form. The supporting documents in respect of technical bid may be dropped in the tender box placed at MMTC House, C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.

3. ESCALATION IN RENT:

The rent shall be escalated by 15(fifteen) percent after expiry of every 3 (three) years.

4. SECURITY DEPOSIT :

- a. Within 7 days of signing/receipt of the LOI. The successful, bidder(s) shall furnish to MMTC Limited an interest free security deposit equivalent to six month's rent, through e-payment (NEFT/Fund Transfer in MMTC's SBI Fort Branch, A/c no. 00000040034579997 IFSC Code - SBIN0000300 only).
- b. The proceeds of the security deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of successful bidder(s) failure to discharge its obligations under the leave and license agreement, including payment of leave and license rent.
- c. The security deposit will be returned interest free by MMTC Limited upon completion of the leave and license period and after handing over peacefully vacant possession of the premises. Deductions from the security deposit, as deemed fit by MMTC Limited, will be affected on account of damages, balance rent, unpaid bills, taxes/cesses, etc if any, caused to the property.
- d. Earnest Money Deposit of Rs. 1,00,000/- per floor through e-payment and submit payment details along with technical bid in one cover (subject to credit confirmation)

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

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

6. ISSUE OF LETTER OF INTENT (LOI):

- a. The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder(s) for leasing out the premises on rent.
- b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a DD/RTGS/NEFT for interest free security deposit equivalent to six months' Leave and License rent, as mentioned above, in conformity with terms of bid document.

7. SPECIAL TERMS:

Minimum lock-in period for renting out of the MMTC House, BKC is three years. Exit before the lock-in period shall make the tenant liable for

- a) Forfeiture of security deposit.

8. SIGNING OF AGREEMENT:

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

9. DISPUTE RESOLUTION MECHANISM:-

This agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971 and any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be referred to the Sr. Manager(Estate), MMTC Limited, Corporate Office, New Delhi. The order passed by the Sr. Manager(Estate) shall be final and binding on both the parties. The venue shall be Mumbai only.

10. LIQUIDATED DAMAGES:

Should the Bidder(s) fail to perform contractual obligations including payment of monthly leave and license rent within the period prescribed in the leave and license Agreement, for one month delay, MMTC Limited shall be entitled to recover the leave and license Rent along with simple interest calculated as per the prevailing bank rate, i.e. @14.75 and for the subsequent delays @ 18% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and binding on the parties.

11. FORCE MAJEURE :

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any instalment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

“If operation of such circumstances exceeds one months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

12. TERMINATION FOR DEFAULT:-

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of one month, sent to the bidder, terminate this contract in whole or in part. Further, MMTC reserves the right to terminate the contract under the following circumstances:

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

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- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.
 - a) In the event, the MMTC Limited terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.

12. TERMINATION FOR INSOLVENCY:-

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

13. TERMINATION OF AGREEMENT :- Both the parties shall be free to terminate agreement by giving three months' notice, upon expiry of lock-in period in writing to other party & confirming such intension to terminate the agreement. Upon expiry of notice period, the tenant shall hand over the vacant and peaceful possession of premises without any protest or demur, upon which there will no claim from either side.

14. 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.

15. HOLIDAY LISTING:

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

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

SECTION – III

DETAILS OF BUILT-UP SPACE AVAILABLE FOR LEASE AND LICENSE AT MPMC HOUSE, C-22, E-BLOCK, BANDRA-KURLA COMPLEX, BANDRA (EAST), MUMBAI-400 051

Sl. No.	Floor No.	Area (Built-up) (in sq.ft.)
1)	1 st Floor	5027
2)	4 th Floor	5283
3)	6 th Floor	5283
4)	7 th Floor	5283
5)	8 th Floor	5283
	Total	26,159 sq. ft.

Detailed attributes of vacant space :-

A)	Whether separate entry is available	One Common Entry towards the lift
B)	Lift availability	Yes
C)	Air-conditioning facility	No. The Tenant shall have to make their own arrangement.
D)	Power back up availability	Yes, Power Generator is provided.(except A/c plant). Proportionate Expenses will charge through debit note every monthly.
E)	Common or separate security	Common Security shall be available at entry point of Building premises, However, Separate Security Personnel to be arranged by tenant for the lease and licensed area and seated at their respective floors.
F)	Salient features of the space	The premises is situated on land with compound wall and with full infrastructure facilities like power, water and is well connected through public transport from all major parts of Mumbai.
G)	Parking (Open space only)	Ample parking space are available in the basement as well as on surface. A committed ECS of 5 cars shall be available for each floor.

SECTION IV

(TO BE TYPED ON BIDDER'S LETTER HEAD)

FINANCIAL BID

NAME OF THE BIDDER : _____

ADDRESS : _____

Email ID: _____

Land Line No: _____

Mob: _____

Sl. No.	Floor No.	BUA (Sq. ft)	Rent per sq. feet in INR/p.m. (Excluding GST) in figures	Rent per sq. feet in INR/p.m. (in words)	Amount(Rs.)/ p.m.
1.	1 st	5027			
2.	4 th	5283			
3.	6 th	5283			
4.	7 th	5283			
5.	8 th	5283			

Amount in words (Rupees _____ only)

(The rate/amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)

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

Signature of the bidder/Authorized signatory _____

Name of the company with seal _____

Date _____

SECTION – V
LEAVE AND LICENSE AGREEMENT

This agreement for leave and license made at Mumbai on this _____ day of _____ Two Thousand Twenty Three between M/s. MMTC Limited having its Corporate Office at Core-1, SCOPE Complex, 7, Institutional Area, New Delhi 110 003, interalia having Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, hereinafter referred to as the "Licensor", which expression shall unless repugnant or contrary to the context thereof includes its successors and assigns on the one part AND M/s. _____ having its registered office at _____ and having their _____ Office at _____, hereinafter called the "Licensee", which expression unless repugnant to the context means and includes its Successors and Assigns on the other part.

WHEREAS, the Licensee, by virtue of being selected as the highest bidder (H-1) in the tender no. _____ dtd. _____ published by Licensor from _____ to _____ and, thus, agreeing to take on the leave and license admeasuring area ____ on floor No. _____ of MMTC House, C-22, 'E' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, hereinafter called the "Premises" on a monthly consideration detailed hereinafter for office purpose and for which the Licensor has agreed to for the consideration and on terms and conditions as set out here-in-below :

WHEREAS, the said premises are in lawful possession of Licensor, in pursuance of lease deed dated 27.01.2000 entered between MMRDA & MMTC.

NOW THIS DEED WITNESSETH as under:

1. In pursuance of the said agreement, the Licensor hereby grants to the Licensee for using and occupying, for office purpose only, the Premises admeasuring _____ sq. feet of built up/plinth area on ____ floor(s).
2. The Licensee agrees to pay to the Licensor the following:
 - (a) To pay a monthly license charge @ Rs. _____ per sq. ft. of the total built up area of ____ floor of the said Premises admeasuring _____ sq.ft.,
 - (b) To pay GST, statutory taxes/cesses at the prevailing rate.
 - (c) To pay the Municipal Tax (except property tax) or any other taxes/levies for the Premises proportionately as and when demanded by the authorities concerned.
 - (d) In addition to this, the Licensee agrees to pay the electricity consumption charges at actual for the premises taken on leave and license by them i.e., ____ floor on monthly bill basis. In case any bill(s) remain unpaid, the Licensor shall be entitled to recover/deduct the amount against the same from the security deposit furnished by the Licensee to the Licensor.
 - (e) The Licensee also agrees to pay the Licensor the water charges for the proportionate floor-wise consumption.
 - (f) The Licensee shall deposit with the Licensor an interest free security deposit equivalent to six month's rent in advance before signing of the said Agreement. The security deposit shall be refunded on expiry/termination of License, without any interest, after handing over peaceful vacant possession by the Licensee to the Licensor. The Licensor will also have a right to recover an amount as deemed

fit by the Licensor on account of damages, if any, caused to the Premises along with any amount that may remain outstanding on account of any of the unpaid bill(s) or otherwise from the said security deposit.

(g) The leave and license agreement are to be registered with the authority within 3 months by paying stamp duty and registration charges which is to be borne equally by the Licensee & Licensor of signing the leave and license agreement.

3. The Licensee hereby agrees that they shall not transfer, sub-let, alienate and/or create any interest in favour of any other person in any manner in the said premises which would be detrimental to the legal rights of the Licensor in respect of the said Premises.
4. The licensee shall not do, omit or suffer to be done anything whereby the Licensor's right, title and interest in Demised Premises is voided, forfeited or extinguished.
5. The Licensor shall not be responsible and liable for any loss, damage or destruction of the licensee's properties in the demised premises nor will be liable for any bodily injury sustained by any person in the demised premises for any reason whatsoever.
6. The Licensee also agrees and shall observe & perform the following covenants:
 - a) The Licensee agrees to the fact that the Premises has been taken on leave and license by them on "As is Where is" basis.
 - b) The Licensee also agrees that the interiors and the internal renovation shall be got done by them at their expense and not the Licensor.
 - c) To pay the monthly license charges in advance @ Rs. _____ per sq. ft. per month on/or before the 10th day of each and every month.
 - d) To bear the proportionate share for electricity, water charges, water tanker charges (required during water scarcity) etc.
 - e) The Licensee is aware of the fact that the premises has been on leave and license basis to them without air-conditioning facility and for this they will have to make their own arrangement.
 - f) To maintain the Premises in good condition, subject to normal wear and tear.
 - g) Not to assign, underlet, sublet, mortgage or create any License, lien in respect of the said Premises or any part thereof and shall not create any encumbrances & third-party charge on the said Premises and shall indemnify the Licensor against all losses, damages, costs and expenses arising thereto.
 - h) To allow the authorized representative of the Licensor, access to the _____ floor for inspection or any such purpose within usual working hours without prior notice.
 - i) The Licensee agrees not to carry out any major or structural repairs and/or alternations in the said Premises without the prior written permission of the Licensor. It is understood and agreed by the Licensee that any major changes in the original sanctioned plan of the building requires the permission of MMRDA, Municipal Corporation of Greater Mumbai and/or any other agency.
 - j) The Licensee further agrees to observe all the fire control regulations as stipulated under the law.

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- k) The minimum leasing period will be Three (3) years, w.e.f. _____. The leave and license rent will be enhanced by 15% on completion of every 3 (three) years.
- l) Upon expiry of the leave and license period or on termination of the agreement whichever is earlier the Licensee shall handover, in writing, peaceful and vacant possession of the said premises to the Licensor, without any protest or demur.
- m) The rights of the licensee within this leave and license agreement are restricted to occupation of the premises for office purpose only.
- n) At all times, the ownership and legal possession and occupation of the said floors shall remain with the licensor only; the licensee shall use and occupy the said floors as licensee only, and shall not claim any title or interest of any nature whatsoever in the said floor.
7. During the pendency of this agreement, the Licensee agrees and undertakes not to claim and/or make any application to any court of Law for reduction of rent payable by the Licensee to the Licensor as provided herein above on the ground of standard rent or otherwise. In the event of the Licensee adopting such course of action, it shall be construed as breach of terms and conditions of the said leave and license and License Agreement on the part of Licensee and shall be subject to all the other remedies available and the Licensor, within their right, shall be free to terminate the leave and license & License Agreement with immediate effect and claim vacant possession forthwith.
8. If the Licensee fails to pay the leave and license rent payable as herein provided by a one month delay, the Licensor is entitled to charge the Licensee interest for the delayed period at the rate notified by its Corporate Office from time to time, which is at present @14.75% p.a. If there is a failure to pay the leave and license Rent for continuous three months or if the Licensee fails to perform any obligations on their part, during this period, in that event, the Licensor shall be entitled to charge penal interest @ 18% per annum on the amount remaining unpaid and terminate the leave and license agreement by giving one month's notice in writing setting out the breaches complained and, in that event, the Licensee shall hand over the vacant peaceful possession of the Premises to the Licensor forthwith.
9. If the licensee commits default in regular and punctual payments of monthly compensation or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the licensor shall be entitled to revoke and/or terminate the license hereby granted, by giving notice in writing of one month.
10. The licensee hereby agrees to indemnify and keep indemnified the licensor against any loss, damage (immediate, remote or consequential), action, claim, suit, proceedings, cost, charges and expenses arising out of any cause attributable to the licensee of the said premise, or breach and /or violation of any of the terms and conditions contained herein to be observed and performed by the licensee.
11. The Licensee shall further keep the Licensor indemnified at all times against any cost, expenses and levies on the authority delegated by the CMD to the Licensee

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- whatsoever arising out of and or in connection with licensing out the premises to the Licensee besides any increase that may be imposed by MMRDA/Municipal Authorities on account of subletting of the ____ th floor of the said Premises by the Licensor to the Licensee, in terms of the leave and license deed dated 27.1.2000 executed for the land between MMRDA and the Licensor (MMTC Limited).
12. Housekeeping and internal maintenance/repairs in respect of electrical wiring and fixtures/civil and sanitary items etc., & payments if any, including internal security in the said premises shall be the responsibility of the Licensee.
 13. Licensor may at any time terminate the agreement by giving *30 days prior* written notice to the licensee, without giving compensation to the licensee, if the licensee becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the licensor.
 14. **TERMINATION OF AGREEMENT :-** Both the parties shall be free to terminate agreement by giving three months' notice, upon expiry of lock-in period in writing to other party & confirming such intension to terminate the agreement. Upon expiry of notice period, the tenant shall hand over the vacant and peaceful possession of premises without any protest or demur, upon which there will no claim from either side.
 15. Immediately on the expiration or termination or cancellation of this agreement the licensee shall vacate the said premises without delay with all his goods and belongings. In the event of the licensee failing and/or neglecting to remove himself and/or his articles from the said premises on expiry or sooner determination of this agreement, the licensor shall be entitled to recover damages at the rate of Rs.... per day and or licensor shall be entitled to remove the licensee and his belongings from the licensed premises.
 16. This agreement entered between both the parties shall be governed by Public Premises (Eviction of unauthorized occupants) Act 1971 and any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be referred to the Sr. Manager(Estate), MMTC Limited, Corporate Office, New Delhi. The order passed by the Sr. Manager(Estate) shall be final and binding on both the parties. The venue shall be Mumbai only.
 17. **Force Majeure Clause:** - 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 cancellation of certificates with health related deptt), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative.

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

18. AMENDMENT/MODIFICATION :-

Any amendment /modification/extension of period, to the terms and conditions of the agreement shall be in writing duly signed by authorised representative of both the parties.

19. The terms and conditions of the tender no. _____ dated. _____ shall form the part and parcel of this agreement.

THIS AGREEMENT SHALL BE DEEMED TO HAVE COME INTO EFFECT ON THE _____TH DAY OF _____ 2023.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of month _____, 2023 herein above written.

SIGNED SEALED AND DELIVERED BY THE

Within _____ named _____ LICENSOR M/s. _____ MMTC LIMITED

In presence of:-

Witnesses:

- 1) _____
- 2) _____

SIGNED SEALED AND DELIVERED BY THE

Within named LICENSEE M/s. _____

In presence of:-

Witnesses:

- 1) _____
- 2) _____

