



NOTICE INVITING TENDER

Tender for construction of compound wall with Galvanized Iron, pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

No.:- MMTC/Mum/Admn/Estate/02/2023-24

Dated: 18.10.2023

MMTC Limited, (A Govt. of India Enterprise) a company registered under Companies Act, having registered office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Raod, New Delhi, 110 003 and its Regional Office at MMTC House, C-22, E-Block, BKC, Bandra(E) Mumbai-400 051. Hereinafter referred to as "MMTC" invites e-bids through Government-e-Market place (GeM) for construction of compound wall with Galvanized Iron (GI) sheet at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

The schedule of the tender is as follows:

a	E-Tender	Tender construction of compound wall with Galvanized Iron (GI) sheet at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.
b	E-Tender No.	MMTC/Mum/Admin/Estate/02/2023-24
b	Mode of Tender	e-Procurement System through Govt E- Market portal.
c	Date of NIT available to parties to download	18 th Oct, 2023 from 12:00 hrs.
e	Pre-Bid meeting	Offline – at 11.30 am on 25 th Oct, 2023 at MMTC House, C-22, E-Block, Behind Reserve Bank of India, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051.
f	Earnest Money Deposit (EMD)	Eligible tenderer shall submit EMD for an amount of ₹. 25,000/- in the form of NEFT/DD in favour of MMTC Limited, Mumbai, by credit to A/c No. 40034579997 & IFSC-SBIN0000300). The EMD shall not be accepted in any form other than the one mentioned above.

g	Last date of submission of EMD	Successful bidder shall submit the EMD on or before the closing date of the tender.
h	Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at GEM portal	18 th Oct, 2023 at 12.00 AM
I	Date and time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	08 th Nov, 2023 till 15:00 hrs
j	Date and Time of opening of Part I (i.e., Techno-Commercial Bid) Date and Time of opening of Part II (i.e., Price Bid)	08 th Nov 2023 at 15:30 hrs Date of opening of Price -Bid shall be informed separately

Interested bidders fulfilling eligibility criteria as per NIT clause and eligibility criteria may submit their e-bid along with the required set of documents. Self-certified scanned copies of required documents to be furnished through e-bid.

Start date/time for Downloading tender documents	18/10/2023	12.00 a.m.
Last date/time for Downloading tender document	08/11/2023	14.00 p.m.
Due date/time of tender submission (Double Bid)	08/11/2023	15.00 p.m.
E-bid opening date/time	08/11/2023	15.30 p.m.

Downloaded by:

M/S-----

INDEX

Sl no.	Description	Page No
1	Schedule of Tender	1
2	General instructions to tenderer & special conditions (Part-I)	4
3	Scope of Work (Part - II)	12
4	Special Terms to E-Tender (Part - III)	13
5	Standard Conditions (Part - IV)	15
6	Technical Bid "Annexure A"	18
7	Price Bid "Annexure B"	19
8	Contract "Annexure C"	20
9	ANNEXURE -D	27
10	ANNEXURE - E	28
11	ANNEXURE - F	29
12	Appendix -A (Scope of Work)	30

Part - I

GENERAL INSTRUCTIONS TO TENDERERS & SPECIAL CONDITIONS

ELIGIBILITY CRITERIA:

- A. Only those /contractors who have minimum 3 years' experience in the field of undertaking similar works viz for construction of compound wall with Galvanized Iron (GI) sheet and during the last 3 years (works completed on or after May 2020), executed successfully similar works individually costing as under will be considered eligible:
- a) Two works Contract costing not less than Rs. 1 Lakhs each. OR
 - b) One work Contract costing not less than Rs. 2 Lakhs. AND
 - c) Have a minimum yearly turnover of Rs. 10 Lakhs during the last three (3) years supported by audited financial statements. AND
- B. **Bidders should submit the following documents in respect of their eligibility:**
- a) Copies of detailed work order indicating scope and value of works.
 - b) Completion certificate for the qualifying works.
 - c) List of completed works with all the details.
 - d) Financial statement for the previous three financial year in support of annual turnover of minimum Rs. 10 Lakhs per year.
- C. **Non eligibility:** Bidder's whose contracts have been terminated/foreclosed by any department/company/firm during the last 2 years due to non-fulfilment of contractual obligation are not eligible to bid. The bidder should provide a declaration to this effect in writing separately as per "**Annexure - F**".
- D. Only bidders who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the aforementioned criteria's will be liable for rejection.

DOCUMENT REQUIREMENTS: Each bidder shall submit following documents including the tender document. Tender submitted without any of the following document will be disqualified from the bid process:

- a. Notice Inviting Tender (NIT) duly signed by the bidder.
- b. Terms of Contract duly signed by the bidder.
- c. Copy of Permanent Account Number (PAN) issued by Income Tax Authorities.
- d. Certified copies of annual turn-over details for the last three years (balance sheet, IT returns) certified by C.A signed and sealed by tenderer
- e. Proof of valid registration with statutory authorities under GST & certificate thereof.
- f. In addition to above, the documents required as mentioned in the eligibility criteria.
- g. Legal Status of the company.
- h. Experience certificate issued by the companies for previous three years as per requirement of eligibility criteria.
- i. Proof of payment towards Earnest Money Deposit (Interest free) of Rs. 25,000/- (Rupees Twenty Five Thousand only) made by way of e-payment to MMTTC Limited, Mumbai to be deposited/credited to our State Bank of India, Fort, Mumbai-400001 A/c No. 40034579997, IFSC SBIN0000300.
- j. Bidder should submit latest Income Tax annual returns of past 3 years.
- k. In case the party is registered with Ministry of MSME/its authorized agencies, the e-bidder is required to submit, registration certificate. The MSMEs parties will be eligible for the benefits as

applicable to them under MSMEs Act, 2006.

- l. Certificate under Shop and Establishment Act.
- m. Copy of valid Labour License to be submitted, if required.
- n. Registration certificate under NSIC/MSME, if any.
- o. Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.
- p. Declaration on stamp paper Rs.100/- duly attested by Notary Public in respect of not blacklisted by any department.

For participation in tender, proof of payment made to MMTC account is to be enclosed with the Technical Bid. The EMD of successful e-bidder shall be adjusted against Contract Performance Security Deposit on award of work.

Under procurement policy for Micro & Small Enterprises (MSEs) order' 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23/03/2012, the parties registered with MSEs or its authorized agencies such as NSIC etc., are exempted to deposit the participation fee and EMD.

E-bids in **TWO SEPARATE FORMS** comprising **TECHNICAL BID (annexure-A)** with prescribed EMD & documents and **PRICE BID (annexure-B)** in prescribed format duly filled in and signed by the in both bids and submit through e-mode.

Bidders are required to enclosed the Documents with (TECHNICAL BID) as stipulated in clause 2 - '**Document requirement**'. Please note that all the required documents form a part of TECHNICAL BID. The tender submitted without the requisite tender fee, EMD and all the documents are liable to be summarily rejected.

The e-TECHNICAL BIDS shall be opened on schedule date/ time in MMTC office in presence of the bidders, who wish to be present on the date of opening.

The e-TECHNICAL BIDS shall be scrutinized/ verified by a Committee in terms of the tender/scope of the work and subsequently the **PRICE BIDS of only technically qualified bidders** shall be opened within a week. The date will be intimated to the technically qualified bidders.

PRICE EVALUATION CRITERIA: Price Evaluation of bids shall be done on basis of lowest price quoted by the bidder for complete work as per scope of work. Amendment to Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 vide Government of India Gazette Notification S.O. 5670 (E) dated 09th November 2018 by Ministry of Micro, Small & Medium Enterprises, and Govt. of India shall be applicable.

CURRENCY OF QUOTE: Bidders have to quote in INR only.

BID VALIDITY: Tender submitted by bidders shall remain valid for acceptance for a period of 75 days (as per GeM) from the date of opening of the tender/Techno Commercial Bid.

All pages of the offer must be signed/ sealed by the bidder.

The bid with any additional condition's condition/ deviations by the bidders, whatsoever shall be rejected.

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.

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 tenderer shall duly attest all cancellations and insertions.

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. And/or (ii) In case of successful bidder failing to commence the work, as required.

The Earnest Money Deposit of unsuccessful bidders shall be returned within reasonable time without any interest. The interest free Earnest Money Deposit of successful bidder shall be retained and converted as part of interest free Security performance deposit. The Security Deposit shall be refunded only after successful completion of contract and after adjustment of dues, recoveries, etc, if any.

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 Deposit/Security deposit/ any other moneys due without prejudice of taking legal resource.

MMTC do not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.

The successful bidder shall require to submit an Affidavit as per **annexure-D** and enter into a 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 agreement to be entered into with successful bidder of tender.

PERFORMANCE GUARANTEE: The successful bidder shall submit a performance guarantee amount equivalent to 20% percent of the contract value through e-mode to the MMTC Limited, Mumbai. The Contract Performance Guarantee amount shall be released to Successful bidder upon satisfactory completion of work.

No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless at the time of the release.

The Performance Guarantee amount shall be forfeited by 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.

The successful bidder shall be directly responsible for the discipline and proper conduct of all machine operators, labours, etc. and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, successful bidder shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.

The successful bidder shall indemnify MMTC and keep MMTC indemnified against any claims or liability whatsoever from any authority under the labour laws or any other laws. 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 fault on the part of the successful bidder in the discharge of his obligations as per

terms and conditions of the tender, including but not limited to the claims on account of any other circumstance's incidental to the scope of work. In case, successful bidder fails/has failed to give the services as per terms of 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 fulfil its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/settled by the successful bidder and MMTC Limited, in no way shall be party to the disputes and shall have no liability on this account. It will be responsibility of the successful bidder to provide wages as per minimum wages notified by Central Government under the Minimum Wages Act, 1948 and follow other statutory obligations.

PAYMENT TERMS: Payment for construction of compound wall with Galvanized Iron (GI) sheet shall be release by MMTC on successful completion of construction of compound wall and upon handing over the site to MMTC against the bill of supply as per the rates finalised and communicated through work order issued by MMTC based on acceptance of bid.

RIGHT TO TERMINATE THE PROCESS - MMTC reserves the right to cancel the contract placed on the selected e-bidder and recover expenditure incurred by MMTC under the following circumstances: -

The successful bidder commits breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.

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 in the event of delay and withheld/forfeit amount from the pending bills as damages for delay.

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 on with 30 days' notice period.

In case successful bidder fails to deliver the services as stipulated in the contract, MMTC reserve the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the successful bidder. In such event EMD and Performance Security Deposit shall forfeit.

After award of the contract, if the successful 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 successful e-bidder is bound to make the 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/terminated.

MMTC reserves the right to recover any dues payable by the successful bidder from any amount

outstanding to the credit of the successful bidder including from the pending bills and/or invoking the contract performance security deposit under this contract.

The notice so issued at the address of Contractor, mentioned herein shall be construed as received by the Contractor.

CONSEQUENCES OF TERMINATION:

In the event of termination of the 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.

Nothing herein shall restrict the right of MMTC to invoke the guarantee (if any) 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. The notice issued to the bidder on given address of the contract shall be continued as served even if the bidder has shifted without intimation to MMTC.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

RELATIONSHIP BETWEEN THE PARTIES:

Nothing in the subsequent contract constitutes any fiduciary relationship between MMTC and successful Bidder/ Bidder 's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Successful 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.

MMTC will not be under any obligation to the subsequent successful bidder except as agreed under the terms of the Contract.

ASSIGNMENT: The Successful 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 this contract.

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.

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

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 Guarantee will be withheld by MMTC till the settlement.

PUBLICITY: The successful e-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.

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 thrifts whatsoever that MMTC may incur and / or suffer on account of any fault on the part of the successful bidder in discharge of the obligation under this 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 fulfil 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.

CONFIDENTIALITY AND SAFEGUARD OF PROPERTY: MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this 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.

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.

The subsequent draft contract 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/agreement 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.

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 'sole proprietor' of the concern or constituted attorney of such sole proprietor.

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.

In case of partnership firms; 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.

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.

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.

Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

COMPLIANCE WITH LAWS:

The successful Bidder shall comply with the laws in force in India in the course of performing the Agreement / Contract:

During the performance of the contract, 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 / agreement documents

If during the tenure of contract stipulated herein, successful bidder may find violating any laws, norms attributed & applicable from this tender / subsequent agreement / 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.

ARBITRATION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract/Tender or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by CMD of MMTC Ltd. The provisions of Arbitration and Conciliation Act, 1996 and subsequent amendments thereof shall apply to such arbitration proceedings. The venue/seat of Arbitration shall be at Mumbai.

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 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 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 agreement.

SIGNING OF CONTRACT: Contract 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.

FRAUD PREVENTION POLICY: The Contractor 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 appraise 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 transactions(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC, as applicable from time to time.

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)/Contractor 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 dealing or taken any curative measures with the agency(s)/contractor in accordance with the policy in force.

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

The successful bidder must comply with all terms and conditions contained in the entire tender document.

Part -II

SCOPE OF WORK:

Scope of work under this tender is to construction and complete the boundary wall of 18 feet high from the plot ground level with MS I beams, MS square pipes, Gate I beam around the plot with proper entry gate covering with Galvanised Iron (GI) profile sheet of 0.4 MM thickness with proper screw fitting. All the required material i .e. MS I beams, MS square pipes, Gate I beam, GI sheet of 0.4 MM, screw, etc. shall be supplied by the successful bidder to construct and complete the boundary wall with proper entry gate, etc.

Description and details of material required to be supplied on approximate basis is given below:

1. I-Beam size should be 4x2 inch with 5 mm thickness – approx. 630 Ft.
2. MS Square pipe size should be 1.5x1.5 inch with thickness of 14 gauge-approx. 800 Ft.
3. G.I. Profile sheet of 0.5 mm – approx. 3800 ft.
4. Gate I- Beam size should be 5x3 inch with 5mm thickness-approx. 35 Ft.
5. Gate Square pipe size should be 2x2 inch with thickness of 12 gauge-approx. 50 Ft.
6. Profile sheet should be screw fitting as per requirement & for Gate 3 heavy hinges.
7. Red Oxide paint to all beams & pipes to safeguard from rusting.
8. All other materials like Reti, Khadi, Cement, etc along with required labourers to be provided.

Considering the ground level of the plot from each side the wall hight shall be different from each side of the plot detailed as under:

Sr.	Approx. requirement of hight from each side	Total Ft.
1	Front Running Foot 18ft x 90ft	1620 ft
2	Back Running Foot 8ft x 93ft	744 ft
3	Road Side Running Foot 8ft x 80ft	640 ft
4	Taki/Building side Running Foot 10ft x 80ft	800 ft

The measurements are on approximate basis, however bidders are advised to visit the site and take proper measurements before submitting the bids, so that the wall is maintained at 18 feet high from all the side of plot from its ground level.

Work to be completed within (Two) 2 months.

Part-III

SPECIAL TERMS & CONDITIONS FOR E-TENDER

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 related to eTender or e-Auction filling / submitting (HO Team).	+91 - 95108 12960,	support@abcprocure.com
	+91- 95108 12971	
	+91- 90810 00427	
	+91- 9904406300	

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.

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.

Bidders shall be advised to print and save bid submission receipt on submission of bids.

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.

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

Bidders are advised to print and save bid submission receipt after submission of bids.

Vendors should fulfil any other pre-requisites mentioned in the tender documents of a specific tender.

Part - IV

STANDARD CONDITIONS

1. The successful bidder shall complete the work within stipulated time (specified in Scope of work) frame as per the accepted rates and specifications as and when required basis.
2. The entire work shall be carried out by the successful bidder in accordance with the conditions and specifications stipulated in the schedule of quantity/quotation and in the best workmanship manner and as per standard practice.
3. Materials required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in quotation and / or conforming to Indian standard specification (latest edition), wherever applicable, and approved by MMTC Limited.
4. The successful bidder to quote the rates including all taxes other than GST, Octroi, entry tax and all other taxes. Any other charges incurred by contract or but not payable as per this work order, will not be paid / reimbursed. GST will be paid in addition to the quoted rates on production of B2B form.
5. Any damage to the MMTC property will be made good at the successful bidder risk and cost.
6. The MMTC reserves the right to reject the bad work/or pay for the inferior quality work at reduced rates, as will be worked out by MMTC. The MMTC's decision in this regard will be final and binding on the successful bidder.
7. Space for labour huts will not be provided in campus.
8. The MMTC will not be held responsible for payment of any compensation to the laborers engaged by the successful bidder. The successful bidder will pay all compensations etc. including accident compensations due to his laborers/ personnel engaged for the work.
9. Implements / materials required for the work shall be provided by the successful bidder. MMTC's property/materials shall not be used by the successful bidder. A suitable penalty shall be charged if contractor fail to observe this condition.
10. The successful bidder shall follow all safety rules and security procedure that are in force and applicable during execution of work.
11. The successful bidder shall comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments the case may be that may apply to his case. And if necessary, get himself duly registered as require by the said acts, statutes, rules, regulations etc.
12. MMTC will not be held responsible for payment of any compensation to the labour's engaged by contractor. the labours cannot claim any right for employment in MMTC Limited.
13. The successful bidder shall not at any time cause or permit any nuisance on the site or adjoining areas or do anything, which shall cause unnecessary disturbances or inconveniences to others also responsible for damages & losses to adjoining third party's property.
14. The successful bidder shall obtain necessary gate pass; labour permission from MMTC. The successful bidder shall obtain prior permission for carrying out work on non-working day s or beyond working hours. However, successful bidder shall not claim or will have any right to get the permission to work on non-working days or beyond working hours. Granting permission shall be at the sole discretion of MMTC.

15. MMTC will bear liberty to cancel some of the items from the contract. In such cases, the contractor cannot claim any compensation or percentage as profit.
16. The successful bidder shall employ full-time technically qualified staff with adequate experience during the execution of the work.
17. The quality, time schedule for completion of work and well behaviour with Client, and engineers of this project shall be essential & must for this project.
18. This contract shall be deemed to have been made in Mumbai and only the court of competent jurisdiction in Mumbai shall have jurisdiction to determine any question or dispute arising out of the contract.
19. On the completion of the works successful bidder shall at his own cost clear away and remove from the site all material, equipment, surplus materials, rubbish and leave the entire site and works clean in a workmanship condition to the satisfaction of the MMTC.
20. Before starting of any work successful bidder shall prepare detailed works schedule showing all milestones in order to complete the work intime and to the satisfaction of MMTC.
21. The successful bidder must submit work methodology/method statement & checklist prior to starting the work. Vendor will not be permitted to work unless method statement is approved.
22. Safety of the labours is entirely responsibility of the successful bidder.
23. The successful bidder has to take out all the debris created during the work out of campus at his own cost.
24. The successful bidder must execute the work as per IS standards relevant to the particular work
25. The successful bidder will follow general and fire safety codes as under:
 - i. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
 - ii. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
 - iii. No portable single ladder shall be over 8 meters in length. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
 - iv. Workers engaged to construct the boundary wall and handling material shall be provided with protective footwear and rubber hand-gloves.
 - v. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
 - vi. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
 - vii. During the work execution necessary fire safety measures shall also be taken
 - viii. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
 - ix. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
 - x. Electrical power cables/wires used shall not have any joints and shall be properly rated.
 - xi. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.

- xii. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- xiii. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- xiv. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xv. Power supply shall be switched off from the mains when equipment is not in use.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

No.:- MMTTC/Mum/Admn/Estate/02/2023-24

Dated: _____

TECHNICAL BID

Tender No : _____
Company Name : _____
Registered Address : _____
Registration Number : _____
PAN NO (Enclose copy) : _____
GST No (Enclose Copy) : _____
Name of Partners / Directors : _____
Company's Establishment Year : _____
Company Nature of Business : _____
Company's Legal Status : _____
Company Category : _____
Contact Person Name : _____
Designation : _____
Tel. No : _____
Fax No : _____
E-mail address : _____
Mobile : _____

Details of EMD:

DD/P.O./UTR No. _____ dated _____ for (Amount in INR)
_____ only.

RTGS/NEFT details: _____

Name of Bank & Branch: : _____

We hereby certify that; we have carefully gone through the terms and conditions of the entire tender 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

No.:- MMTC/Mum/Admn/Estate/02/2023-24

Dated: _____

MMTC LIMITED MMTC House, C-22, E-Block, BKC, Bandra (East) Mumbai 400051.			
Tender for construction of compound wall with Galvanized Iron, pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Bapu Road, Malad (East) Mumbai 400 097.			
Name Of the Bidder (Mandatory)			
Sr.No	Descriptions	Basis	Amount (Rs.)

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

1. I/We accept all the terms & conditions mentioned in the tender.
2. This amount will be conserved as final price quoted by the bidder.
3. Payment terms will be mutually decided after the selection of vendor.
4. Financial bid to be filled and printed on letter head of the company.

SIGNATURE _____

NAME _____

Name of the Company/Firm _____

Date

Seal of Bidder

CONTRACT

This contract is made at Mumbai on this _____ day of _____ 2023 between, The M/s. MMTC Limited, (A Govt. of India Enterprises) a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and 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. _____ (Proprietor/Company/or partnership firm, having registered office address at _____ hereinafter referred to as "**Contractor**" (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 to engage Contractor for construction of compound wall with Galvanized Iron, pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

AND WHEREAS, M/s. _____ have participated in the MMTC tender No. :- MMTC/Mum/Admn/Estate/02/2023-24 and has submitted its bids against the said tender and upon evaluation the said bids has emerge successful bidder in the said tender and is required to sign this contract as per the terms and conditions of the said tender.

AND WHEREAS, M/s. _____ agrees to execute fulfill and discharge all the responsibilities duties, liabilities in accordance with the terms of tender for construction of compound wall with Galvanized Iron, pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The Contractor has inspected the entire plot including adjacent building plots and have quoted rate in accordance with the work required to be carried out at site.
2. The Contractor has also inspected the site for construction of compound wall with Galvanized Iron, pre quoted GI-sheet at open plot where, work required to be carried out, as required as per contract terms and conditions and in terms of the tender documents.
3. MMTC has issued Work Order no. _____ dated _____ and the Contractor has accepted the same as per terms and conditions of the tender document.
4. MMTC will make the payment to the Contractor as set forth in the "**Payment**" clause of this contract for the works to be carried out as per contract terms and conditions and in terms of the tender documents which forms an integral part of this contract.
5. The Contractor shall abide by all safety precautions required as per good engineering practice.

6. **SCOPE OF WORK:** The scope of works to be carried out shall be as per **Appendix – A** which forms an integral part of this contract.
7. In case the jobs entrusted/assigned to the Contractor are found to be not satisfactory or not in accordance with the specifications or specified in the tender document or by the MMTC authorities, the contract shall be liable for termination and in default whereof the Contractor shall compensate to MMTC as per provisions in tender.
8. The Contractor shall be exclusively responsible/liable for due observation and implementation of the statutory conditions or requirements of supplies and distribution laws applicable time to time.
9. **PERFORMANCE GUARANTEE:** The Contractor shall submit a performance guarantee amount through e-mode to the MMTC Limited, Mumbai as under:

Performance guarantee amount equivalent to 20% percent of the contract value.

The Contract Performance Guarantee amount shall be released to Successful bidder upon satisfactory completion of work.

No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless at the time of the release.

The Performance Guarantee amount shall be forfeited by 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 Contractor.

On expiry of the contract, if any amount is to be recoverable towards any losses/damages occurred to MMTC, such portion of the said Performance Guarantee amount will be appropriated. Decision of MMTC in this regard shall be final & binding on Contractor, balance amount if any shall be refunded to the Contractor.

10. In case any loss is caused to MMTC on account of non-fulfilment of any obligation by Contractor then MMTC shall have full right to appropriate for the said losses from the bills/performance security guarantee payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Contractor shall pay on demand the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the Contractor in accordance with laws.
11. **PAYMENT TERMS:**

Payment as per contractual value, for construction of compound wall with Galvanized Iron, pre quoted GI-sheet, including GST as applicable, shall be released by MMTC on successful completion of work and upon handing over the site to MMTC against the bill of supply.
12. The duration of this contract is for a period *of* ____ w.e.f. ____ (date of signing of contract) though the parties will have a right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period.
13. The contract may be terminated even before the stipulated period by either party by giving one

months' notice in writing at the address given herein above. The notice shall be construed as served when issued on the given address in contract.

14. 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.
15. In that case, the liabilities, responsibilities of the Contractor for the work done during the existing of this contract shall not come to an end unless settled with MMTC as per law.
16. **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 Contractor who shall accept it without any demur or protest.
17. **RIGHT TO TERMINATE THE PROCESS** - MMTC reserves the right to cancel the contract and recover expenditure incurred by MMTC under the following circumstances:
 - a. The Contractor commits breach of any of the terms and conditions of the contract. The Contractor goes into liquidation, voluntarily or otherwise.
 - b. If the Contractor fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this contract and as per terms and condition of the said tender and subsequent extension, if any allowed, it will be a breach of contract. MMTC reserves its right to cancel the contract in the event of delay and withheld/forfeit amount from the pending bills as damages for delay.
 - c. In the event of the Contractor 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 Contractor passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the contract on with 30 days' notice period.
 - d. In case Contractor fails to deliver the services as stipulated in the contract, MMTC reserve the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Contractor. In such event EMD and Performance Security Deposit shall be forfeited.
 - e. After signing of the contract, if the Contractor 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 Contractor is bound to make good the additional expenditure, which MMTC may have to incur for the same. This clause is also applicable, if for any reason, the contract is cancelled/terminated.
 - f. MMTC reserves the right to recover any dues payable by the Contractor from any amount outstanding to the credit of the Contractor including from the pending bills and/or invoking the contract performance security deposit under this contract.

- g. The notice so issued at the address of Contractor, mentioned herein shall be construed as received by the Contractor.

18. CONSEQUENCES OF TERMINATION:

- a. In the event of termination of the 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 contract and as per the terms and conditions of tender which the Contractor 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 Contractor 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 (if any) 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. The notice issued to the bidder on given address of the contract shall be continued as served even if the bidder has shifted without intimation to MMTC.
- 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 that are expressly or by implication intended to come.
- d. into or continue in force on or after such termination.

19. RELATIONSHIP BETWEEN THE PARTIES:

- a. Nothing in this contract constitutes any fiduciary relationship between MMTC and Contractor or their employees/personnel of any relationship of employer employee, principal and agent, or partnership, between the MMTC and Contractor.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- c. MMTC will not be under any obligation to the Contractor, except as agreed under the terms of this Contract.

20. **ASSIGNMENT:** The Contractor shall not sub-contract, transfer, assign or otherwise part with the contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under this contract.

21. **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 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.

22. **GOVERNING LAW:** This contract shall be governed in accordance with the laws of India.

23. **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 Guarantee will be withheld by MMTC till the settlement.

24. **PUBLICITY:** The Contractor 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.
25. **INDEMNITY:** The Contractor 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 Contractor in discharge of the obligation under this contract, including but not limited to the claims on account of any other circumstances incidental to the scope of work.

In case, Contractor fails / has failed to give the services as per terms and condition of tender and this contract, scope of work, etc. MMTC, at its sole discretion may consider that the Contractor is not in a position to fulfil 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 Contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of the contract.

26. **CONFIDENTIALITY AND SAFEGUARD OF PROPERTY:** MMTC and Contractor respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this 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 Contractor will take reasonable precautions to safeguard property of the other entrusted to it.
27. **ENTIRE CONTRACT:**
 - a. The terms and conditions laid down in laid down in Tender document and in this 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.
 - b. 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.
 - c. All provisions and the various clauses of contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this contract shall remain of full force and effect.
 - d. The Parties to this contract, 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.

28. **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 remain in full force and effect.
29. **GOVERNING LANGUAGE:** This contract is written in English language; such language versions of this contract shall govern its interpretation. All correspondence and other documents pertaining to this contract that are exchanged by parties to this contract shall be written in English language only.
30. **COMPLIANCE WITH LAWS:**
- a. The Contractor shall comply with the laws in force in India in the course of performing this contract
 - b. During the performance of the contract, the Contractor 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.
 - c. The Contractor 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 documents and in this contract.
 - d. If during the tenure of contract stipulated herein, Contractor found violating any laws, norms attributed & applicable from this contract, in such event, the Contractor will be solely liable to face the consequence of violation, in as much, the Contractor 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.
31. **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by CMD of MMTC Ltd. The provisions of Arbitration and Conciliation Act, 1996 and subsequent amendments thereof shall apply to such arbitration proceedings. The venue/seat of Arbitration shall be at Mumbai.
32. **FORCE MAJEURE:** If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of 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 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 fulfil 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.

33. **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.

34. The tender No. _____ dt. _____ shall form part and parcel of this contract. In case of dispute with regards to meaning of them the decision of MMTC shall be binding.

IN WITNESS WHEREOF this contract is executed at Mumbai through authorized representative of both \the parties on..... Day of 2023.

For M/s _____ For M/s. For MMTC Limited, _____
Name and Designation of the Signatory. Name and designation of Signatory.
Witnesses :

1) _____

1) _____

2) _____

2) _____

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE SUCESSFUL 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 Mumbai (A company incorporated under the Companies Act, 1956) having its Regional Office at MMTC house, C-22, Block E Bandra Kurla Complex, Bandra (E) Mumbai -400 051 and its Registered office at Core-1, Scope Complex, Institutional Area, Lodhi Road, New Delhi 110 003, for construction of compound wall with Galvanized (Iron), pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097., as per the terms and conditions specified therein.
2. I/We have gone through the provisions of all the statutory laws/ taxes etc.
3. I/We further undertake to keep MMTC fully indemnified against any claim that may arise under the aforesaid contract.

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

(Letter for submission with tender on tenderer's own letterhead)

UNDERTAKING

No. _____

Dated _____

General Manager
MMTC limited
C-22, E-Block, Bandra(E),
Mumbai 400 051.

Sub:- Tender for construction of compound wall with Galvanized Iron, pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

Ref :- MMTC/Mum/Admn/Estate/02/2023-24. Dated _____

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, 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 tender terms and conditions and the bids submitted by us. We have signed every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
 3. I/We enclose herewith Earnest Money Deposit (EMD) of Rs. 25,000/- 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 excluded applicable GST. All the statutory payments will be paid by me/us to the concerned authorities on due date and I/We understand that the GST shall be reimbursed to me/us with bills on actual basis only on production of documentary proof of deposits with concerned authorities for the previous months.
 6. My/Our offer shall be valid of 75 days from the date of opening of the price bid.
- Thanking you,

Yours Faithfully,

For M/s. _____

Address: _____

Signature _____

Name : _____

Seal of contractor.

Designation _____

Date:

DECLARATION

"I/We _____ (name & address of the contractor) hereby declare that I/ We have gone through the terms, conditions and eligibility criteria to be eligible for participating in the Tender No. _____ for construction of compound wall with Galvanized Iron pre quoted GI-sheet preferably Blue in Colour at open plot of erstwhile MMTC Apartment, Behind Municipal Hospital, Haji Babu Road, Malad (East) Mumbai 400 097.

I/ We hereby declare that my/our contracts have not been terminated/foreclosed by any department/company/firm during the last 2 years due to non-fulfilment of contractual obligation.

For M/s. _____

Address: _____

Signature _____

Name : _____

Designation _____

Date:

Seal of contractor.

APPENDIX - A

SCOPE OF WORK

Scope of work under this tender is to construction and complete the boundary wall of 18 feet high from the plot ground level with MS I beams, MS square pipes, Gate I beam around the plot with proper entry gate covering with Galvanised Iron (GI) profile sheet of 0.4 MM thickness with proper screw fitting. All the required material i.e. MS I beams, MS square pipes, Gate I beam, GI sheet of 0.4 MM, screw, etc. shall be supplied by the successful bidder to construct and complete the boundary wall with proper entry gate, etc.

Description and details of material required to be supplied on approximate basis is given below:

1. I-Beam size should be 4x2 inch with 5 mm thickness – approx. 630 Ft.
2. MS Square pipe size should be 1.5x1.5 inch with thickness of 14 gauge-approx. 800 Ft.
3. G.I. Profile sheet of 0.5 mm – approx. 3800 ft.
4. Gate I- Beam size should be 5x3 inch with 5mm thickness-approx. 35 Ft.
5. Gate Square pipe size should be 2x2 inch with thickness of 12 gauge-approx. 50 Ft.
6. Profile sheet should be screw fitting as per requirement & for Gate 3 heavy hinges.
7. Red Oxide paint to all beams & pipes to safeguard from rusting.
8. All other materials like Reti, Khadi, Cement, etc along with required labourers to be provided.

Considering the ground level of the plot from each side the wall hight shall be different from each side of the plot detailed as under:

Sr.	Approx requirement of hight from each side	Total Ft.
1	Front Running Foot 18ft x 90ft	1620 ft
2	Back Running Foot 8ft x 93ft	744 ft
3	Road Side Running Foot 8ft x 80ft	640 ft
4	Taki/Building side Running Foot 10ft x 80ft	800 ft

The measurements are on approximate basis, however bidders are advised to visit the site and take proper measurements before submitting the bids, so that the wall is maintained at 18 feet high from all the side of plot from its ground level.

Work to be completed within (Two) 2 months.
