



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

ESTATE DIVISION

No. MMTC/Estate/1010/22-23

Dated 31.03.2023

TENDER DOCUMENT

**PROVIDING AND INSTALLATION OF 40HP MOTOR (KIRLOSKAR) & PUMP (DSM 80/36) (KIRLOSKAR), AT  
MMTC HOUSING COLONY, NEW DELHI-110017**

PROVIDING AND INSTALLATION OF 40HP MOTOR & PUMP (DSM 80/36), AT MMTC HOUSING COLONY,  
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Appendix

Period of Contract	10 days from the second day of issue of letter of intent/work order
Defect Liability period	6 months from the date of completion of contract
Earnest Money Deposit	Rs 25000/-
Address of work site	MMTC Colony, Adchini, New delhi-110017

**PROVIDING AND INSTALLATION OF 40HP MOTOR & PUMP (DSM 80/36), AT MMTC HOUSING COLONY, NEW DELHI-110017**

No. MMTC/Estate/1010/22-23

Dated 31.03.2023

**Tender Document**

MMTC Limited (A Govt. of India Enterprise) invites E-bids for PROVIDING AND INSTALLATION OF 40HP MOTOR (Kirloskar) & PUMP (DSM 80/36) (Kirloskar), AT MMTC HOUSING COLONY, NEW DELHI-110017 from reputed firms having experience in similar kind of works. Interested bidders fulfilling minimum eligibility may submit their bid quoting their most competitive rates along with the following set of documents.

1. Proof of documents for similar nature of works carried out with Govt. Institutions/PSU's / Private Organizations of repute in the last six financial years.

(i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or

(ii) Two similar works, each of value not less than 60% of the estimated cost, or (iii) One similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 6 FY ending on 31.03.2021 (Similar work should be as per BOQ/work only).

2. Performance Certificate of the completed works duly authenticated/Certified by should be furnished separately for each completed work as given under 1 above on the concerned organization's letterhead.

3. Proof of valid registration with statutory authorities for Work Contract, PAN, ESI, PF, GST, anyother etc.

4. Arbitration cases pending against the bidders, if any, submit details.

5. Whether black-listed/ put on holiday list/ withdrawal of works etc. by any clients in the last 5 years, if any. Give details.

6. Copies of annual turn over details for the last six financial years certified by Chartered Accountant.

7. Profile of the firm.

8. Copy of PAN Card issued by Income tax Department, Govt. of India.

9. Scanned copy proof of submission of EMD in the accounts of MMTC Limited.

Account name: MMTC LimitedAcc. No: 10813608386

Bank: State Bank of India

Bank Address: CAG II, New Delhi.

IFSC: SBIN0017313

10. Details of Bank account of the bidder e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.

11. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure III), Declaration by the bidder (Annexure IV) and list of similar assignments completed in last six years only (Annexure V) , Form A along with the Technical Bids.

### **PROCEDURE & HELP TO SUBMIT E- BID**

1. 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 and stamped offer on letter head
2. 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](http://www.cca.gov.in) wherein the details have been mentioned.
3. Bidders are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
  - For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
  - Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
  - 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/ e-Auction 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 LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
  - For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk.

**NOTE:** Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

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1. Proof of online remittance of EMD in the accounts of “MMTC Limited” along with Technical bid portion downloaded by bidders, duly signed and stamped to be uploaded. The required enclosures as per tender check-list and financial bid shall be submitted through e-mode only.
2. Please note that the tenders submitted without the requisite EMD in the prescribed manner shall be summarily rejected.
3. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc except GST. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract or the extended period thereof and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respect and in full conformity with the tender terms and specifications.
4. The date and time for opening of the Financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.
5. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
6. In case the bidder is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate. Such bidders will be eligible for the benefits as applicable to them under MSMEs Development Act, 2006
7. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders, in which any of the prescribed conditions are not fulfilled by the bidder, shall be rejected at the discretion of MMTC. Joint tenders shall not be accepted / considered.

For MMTC Ltd.

Chief Manager (Estate)

PROVIDING AND INSTALLATION OF 40HP MOTOR & PUMP (DSM 80/36), AT MMTC HOUSING COLONY,  
NEW DELHI-110017

No. MMTC/ESTATE/ 1010/22-23

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**INSTRUCTIONS TO BIDDERS**

**TENDER SUBMISSION PROCEDURE:**

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

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

1. THE COMPLETION CERTIFICATES ISSUED BY THE CLIENTS WHERE SIMILAR WORKS HAVE BEEN EXECUTED ALONG WITH COPIES OF LOI/ AWARD LETTER/W.O. INDICATING B.O.Q.S ETC SHOULD BE ENCLOSED AS A PROOF, INCLUDING WORKS EXECUTED IN MMTC LIMITED, DELHI-NCR. If submitted – tick (yes)
2. PROOF OF ONLINE REMITTANCE OF EARNEST MONEY DEPOSIT OF RS 25000/- IN ACCOUNTS OF MMTC LIMITED. If submitted – tick (yes)
3. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: SELF CERTIFIED COPY OF WORK CONTRACT TAX, EPF/ESI/TIN, PAN NO, GST ETC. If submitted – tick (yes)
4. CERTIFIED COPY OF 'ANNUAL TURN-OVER' FOR THE LAST SIX CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, INCOME TAX RETURNS, ETC.TO BE SUBMITTED. If submitted- tick (yes)
5. PROFILE OF THE FIRM / COMPANY INCLUDING COPIES OF REGISTERED PARTNERSHIP DEED / PROPRIETORSHIP DEED, MEMORANDUM & ARTICLES OF ASSOCIATION/CERTIFICATE OF INCORPORATION ETC. THE DETAILS OF MANPOWER ENGAGED BY THE FIRM / COMPANY MAY ALSO BE INDICATED INCLUDING QUALIFIED AND EXPERIENCED SUPERVISORS/ENGINEERS. If submitted- tick (yes)
6. EACH & EVERY PAGE OF THE TENDER DOCUMENT AS PRESCRIBED MUST BE SIGNED & STAMPED AND SUBMITTED IN TOKEN OF COMPLETE ACCEPTANCE THEREOF. If submitted – tick (yes).

7. DULY FILLED UP SCANNED COPIES OF ALL THE ANNEXURES. If submitted – tick (yes).

N.B.

1. The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.

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

FINANCIAL BID: B.O.Q. (BILL OF QUANTITIES) in prescribed format DULY FILLED AND SIGNED.

FOR MMTC LIMITED

KAVITA GARKEL  
Chief Manager (E)

P.S. Contact person for any clarification: Smt. Kavita Garkel, Chief Manager (Estate),  
Phone: 011-24381338/9985062121



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**GENERAL INSTRUCTIONS FOR THE BIDDERS**

1. 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 all respects. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder(s) shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
2. The work shall be executed in MMTC Colony, Adhchini, New Delhi.
3. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/ 26568892/9985062121) at MMTC Housing Colony, New Delhi on anyworking day and satisfy themselves.
4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
5. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Successful bidder who resorts to canvassing are liable to be rejected.
6. The successful bidder shall have to execute an agreement with MMTC immediately after issuance of Work Order.
7. All the work shall be carried out as per given specifications/ Descriptions of items of approved Manufacturers and the terms and conditions given in the tender. The quality consciousness in execution of works is required.
8. Minor modifications if any, as suggested by MMTC/ Site In-charge, have to be incorporated and executed without any extra cost to MMTC Limited.
9. The contract/agreement or the contract document shall mean and include the work orders/agreement, schedule of quantities, if any, general conditions of the contract, instruction to bidders, if any, the tender document and the acceptance letter issued by MMTC. Any conditions or terms stipulated by the bidder in the tender document or any subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.

10. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the successful bidder that the tender has been accepted in accordance with the provisions contained in the tender documents. The responsibility of the successful bidder commences from the date of issue of LOI(s)/Work Order(s) and all the terms and conditions of the contract shall be applicable from such date.
11. Completion time shall mean the period / date specified in the letter of intent, work order.
12. The successful bidder shall furnish to MMTC, the name, designation and address of his authorized representatives acting on his behalf. The complaints, notices, communications, reference(s) shall be deemed to have been duly given if delivered to the successful bidder or his authorized agent by hand at work site or thru' ordinary post.
13. The bidder should study all the tender documents carefully and understand the conditions and specifications etc.
14. The bidder shall remove all debris/wastes etc. wash and clean the floors/areas and hand over the site in a clean and habitable condition after completion of work at their cost.
15. Timely completion of the work is the essence of contract. Successful bidder shall complete the work within the stipulated time. The successful bidder can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deemed fit.

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No. MMTC/ESTATE/ 1010/22-23

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**GENERAL TERMS & CONDITIONS**

**Scope of Work:**

1. The work shall include Providing and Installation of 40 HP Motor (Kirloskar) and Pump Model DSM 80/36 (Kirloskar make) (pump rotation as per site condition), including Base Frame, bronze impeller, polymer coating in pump casing impeller etc with complete accessories including commissioning and providing any technical support required at site location.
2. The successful bidder is requested to acquaint himself about site conditions, labour restrictions, traffic, restriction, working hours before quoting their rates. He should take into consideration all such factors and contingencies, while quoting his rates. No extra cost/expenditure shall be considered beyond the quoted and accepted rates. The work shall be completed within 10 days.
3. Bidders are advised to visit the site before quoting the rates to analyze the rotation/direction of the pump and other site conditions.

4. The quantities mentioned in the BOQ/Financial bid are approximate. The running payment shall be made on the basis of actual works executed. Variation in the quantities, if any, shall not vitiate the contract.
5. MMTC reserves the right to execute the items of the BOQ in full or part thereof without assigning any reason and the successful bidder shall not have the right to claim any anticipatory profits or any other claims whatsoever in this regard.
6. The successful bidder shall have to make his own arrangement for storing/deploying the materials, manpower etc required for the works.
7. The payment terms are as below:
  - A) Payment: The payment of 70% shall be made on material received at site/ proforma invoice and remaining 30% on installation and successful commissioning.
  - The successful bidder shall submit his/her final bill (GST Compliant) in triplicate to MMTC, Corporate Office for further necessary action. The payment shall be released after necessary deductions. The payment amount will be released through e-payment system only in the bank account of the successful bidder.

B) TERMS FOR PAYMENT:

- Payment of bills, which are ready in all respects, shall be made within 3 weeks of receipt of bill at MMTC.
  - Any clarification/correction/modification, if required, in the bill will be sought from the successful bidder/supplier/service provider within 1-2 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted in MMTC, CO.
8. Period of Contract:

The period of work contract shall be 10 days from the 7<sup>th</sup> day of issue of letter of intent/Work order. Time is the essence of the contract. If the successful bidder fails to execute or complete the work within the stipulated time or within extended period, if any, as approved by GM (E&A), MMTC Limited shall levy a penalty for delayed completion which shall be Rs. 500/- per day for the delayed period subject to the maximum of 10% of the contracted amount. MMTC shall have the right to deduct such amount from any money due to the successful bidder. The incomplete work, if any, will be got done by MMTC at the risk and cost of the successful bidder by MMTC.
  9. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the successful bidder.
  10. EMD:

The bidders shall submit EMD of Rs 25000/- in the accounts of MMTC Ltd. The earnest money of the successful bidder will be retained as interest free security deposit. The earnest money of the unsuccessful bidders shall be refunded without any interest after award of work to the successful bidder.

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
- b) The tenders without Earnest Money Deposit will be summarily rejected.
- c) EMD of unsuccessful bidder will be returned after award of work without interest.
- d) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.

11. Defect Liability Period:

The interest free security deposit shall be retained towards defect liability and it shall be refunded to the successful bidder after 6 months from the date of expiry of the contract.

12. Relationship between the parties:

- a) Nothing in the subsequent agreement (as per clause 6) constitutes as fiduciary relationship between the MMTC and the successful bidder/bidders team or any relationship of employer employee, principal and agent or partnership, between the MMTC and Successful bidder.
- b) No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the agreement.
- c) MMTC will not be under any obligation to the implementation of the successful bidder except as agreed under the terms of the agreement.

13. Governing Law:

This agreement/contract shall be governed in accordance with the laws of India.

14. Compliance with Laws:

The successful bidder shall comply with the laws in force in India in the course of performing the agreement/contract.

- a) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal Board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such 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
- b) If during the tenure of work stipulated herein, successful bidder is found violation any laws norms attributed and applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation, insasmuch, the

successful bidder may keep MMTC safe and indemnify from any other losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

- c) The successful bidder shall timely pay to the labourers engaged by him in connection with the work. Wages shall not be less than the minimum wages as prescribed under the Minimum Wages Act 1946, updated by Delhi Government from time to time and shall duly and properly comply with all types of extant legislations. It shall be the sole responsibility of the successful bidder to deduct EPF/ESI and any other statutory contribution from the wages of the workers & timely deposit the same with the concerned Govt. Departments / Designated Agencies. Violation of this clause shall be deemed a breach of contract.
- d) The successful bidder shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Successful bidder Labour (Abolition & Regulation) Act, 1970.

15. Indemnity:

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and/or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, 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 agreement, undertaking or if MMTC, at its sole discretion, considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate the 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 agreement/contract.

16. Successful Bidder To Provide Everything Necessary:

The successful bidder shall provide everything necessary for the proper execution of the work according to the intent and meaning of the schedule of quantities and specifications taken together & same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the successful bidder finds any discrepancies therein he shall immediately and in writing refer the same to the MMTC whose decision shall be final and binding.

The successful bidder shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the successful bidder shall take down and remove any or all such centering, planking, timbering, strutting, shoring etc on all occasion as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the MMTC Limited / Engineer-in-Chief.

17. Evaluation of Bids:

The minimum evaluation criteria of offers will be as follows:

The bids will be evaluated on the parameters fixed for eligibility criteria and the bids of such bidders who do not fulfill the eligibility criteria as mentioned in the Tender Document will not be considered for opening of the Financial Bid.

- a. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender both technically and commercially.
- b. The bidder must have the work experience for executing similar type / nature of work during the last 6 (six) preceding years for Government Institutions/PSUs/ private organizations of repute as elaborated in the tender document. Proof of the satisfactory performance from the previous employer to be provided.
- c. MMTC reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.
- d. The technical assessment of the bid will be carried out by a Committee which would involve bidder's past experience documents / credible balance sheet of the firm. The Committee shall have the right to qualify / disqualify the bids as per its / their analysis.
- e. The evaluation of the offers shall be made as package carrying all the items based on the unit rates quoted for the approximate quantities as per Financial Bid. The Financial Bid evaluation of the L-1 bidder shall be determined based on the consolidated unit rates of all the items.
- f. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

18. Signing of Tender:

Individual signing the tender or other documents connected with agreement must specify whether he/she signs as:

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

N.B:

- a) In case of partnership firms, a copy of the partnership agreement 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 agreement or the general power of attorney. The attested copy of the certificate of registration of firm should

also be enclosed along with the tender.

- b) 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.
- c) A person signing the tender form or any documents forming part of the tender on behalf of another person 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, the MMTC may, without prejudice, cancel the agreement and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

19. Bidder's confirmation to read as:

- a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for timely completion of the said works.
- b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.
- c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

20. LIQUIDATED DAMAGES:

- 20.1 MMTC reserves the right for termination of the contract/subsequent agreement (as per clause 6) at any time by giving one month written notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the successful bidder who is awarded the work contract in the first place and any excess expenditure incurred on account of this will be recovered by MMTC from the Security Deposit/ pending bills or by raising separate claim on the successful bidder.
- 20.2 The MMTC will have the right to forfeit the security deposit amount, whole or part thereof or deduct whole or part of the security deposit against payment of amount due to MMTC by way of any loss or damage caused to or would be caused to / suffered by the MMTC by reason of any breach of contract/agreement or if any of the terms and conditions contained in the agreement or by reason of successful bidder's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC as final & cannot be contested by the successful bidder.
- 20.3 Any damage to the existing structure / property, appliances, furniture & fixture and fittings



etc. during execution of the work contract, shall be made good immediately on the spot by the successful bidder at his own expenses.

21. Modification.

Any modification of the Contract/subsequent agreement shall be in writing and signed by an authorized representative of each Party which shall form the part the existing contract.

22. No Assignment:

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

23. 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/agreement 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.

24. Conflict of interest

The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict

25. Agreement:

The successful bidder may be required to duly sign an agreement as may be drawn up to suit local conditions and shall pay for all stamp and legal expenses, incidentals etc. thereto. The rates quoted by the bidders shall be valid during the currency of the agreement and no escalation is permitted /considered till the completion of the work awarded.

26. Taxes & Duties:

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

Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.

GST/(TDS) as applicable will be deducted from the bill(s) of works done, by the successful bidder. Payments only for the executed work shall be made according to the terms and conditions of the tender. It is reiterated that the quoted rates are inclusive of all taxes ,duties, Octroi, levies, work contract tax, transportation etc. (except applicable GST) and will remain firm till the completion of the work contract. The VAT, TDS or any other statutory duties, taxes shall

be deducted at source as per rules from the running bill/bills by the MMTC Limited. The running bills will be paid if the amount of work done is more than Rs. 50,000/-. Income Tax at the prevailing rates as applicable from time-to-time shall be deducted from successful bidder's bills as per Income Tax Act. GST applicable shall be reimbursed against documentary proof for deposition of service tax with service tax department.

27. The bidders are requested to submit an attested copy of the PAN Card, TIN No. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number to the Successful bidder as all payments/ refunds by MMTC will be done through e-payment mode only.
28. The successful bidder shall submit his interim bill/ final bill for the works within 30 days of final measurement jointly carried out between the successful bidder and MMTC. The payment of bill(s) shall be made after effecting all the due recoveries/penalties/or other charges.
29. No payment for 'mobilization advance' shall be made under this contract and the successful bidder has to mobilize his own resources for the works. The payment amount shall be released on running bill/final bills.
30. The Successful bidder shall depute competent Supervisor for day to day supervision, coordination, liaison and other works etc. The representative of the Successful bidder shall attend regular/required meetings to expedite the works and sort out difficulties, if any. The Successful bidder is responsible for progress of works and also for hurdles, if any, in the progress of works attributable to the successful bidder.
31. Termination Of The Contract:

Right to terminate the process:

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

- I. The successful bidder commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
- II. If the successful bidder fails to complete the assignment/deliver the services as agreed herein/subsequent agreement and as per the timelines and guidelines prescribed in this tender and subsequent agreement and the extension if any allowed, it will be breach of agreement. The MMTC reserves its right to cancel the subsequent agreement in the event of delay and forfeit the bid security/Performance security deposit as liquidated damages for the delay.
- III. In the event of the successful bidder being adjudged insolvent or having a received appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract without notice.

- IV. In case the successful bidder fails to deliver the services as stipulated in the agreement. Contract, MMTC reserves the right to procure/carryout the same or similar services from alternate sources at the risk, cost and responsibility of the successful bidder.
- V. After award of the agreement, if the successful bidder does not perform satisfactorily or delays execution of the agreement, MMTC reserves the right to get the balance agreement executed by another party of its choice by giving 15 days notice in writing for the same. In this event, the successful bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.
- VI. 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 the pending bills and/or invoking the performance security deposit.

32. Consequences of termination:

- a) In the event of the termination of the subsequent agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the agreement or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services(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 Agreement.
- b) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

33. Arbitration Clause:

“Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the “SCOPE“ and the award made in pursuance thereof shall be final and binding on the parties.” The place and Seat of arbitration will be at New Delhi and the governing law shall be Indian Law.

34. Applicable Law and Jurisdiction

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

## 35. 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 agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government, (including but not restricted to prohibition 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 one months either party shall have the right to refuse further performance of the agreement (subject to other terms of agreement) 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 agreement 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 agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/Chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

## 36. 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.

## 37. 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 take any curative measures with the agency(s) in accordance with the policy in force.

## 38. General:

Entire Agreement

The terms and conditions laid down in this Tender, scope of work, subsequent agreement 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 Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition

relating to the subject matter of subsequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

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

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

All bidders shall be required to submit an undertaking as per Form-A on their letter head.

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

II. "Bidder" (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

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

Explanation---

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

b. "Control" shall include the right to appoint majority of the directors or to control the

management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

ANNEXURE -I  
Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: \_\_\_\_\_

Name

Designation

PROFORMA for e-payments

Details to be furnished on Vendor/Customer Letter Head

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

The Banking/Account details are as furnished below:

<b>1</b>	<b>Bank Account No.</b>	
<b>2</b>	<b>RTGS IFSC Code</b>	
<b>3</b>	<b>NEFT IFSC Code</b>	
<b>4</b>	<b>Bank Name</b>	
<b>5</b>	<b>Bank Branch Name</b>	
<b>6</b>	<b>Branch code</b>	
<b>7</b>	<b>Bank Location</b>	
<b>8</b>	<b>Account Type (Saving/Current)(SA/CA)</b>	
<b>9</b>	<b>E-mail ID (if any)</b>	



TERMS AND CONDITIONS AS AGREED

- a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.
  
- b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.
  
- c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company/Firm \_\_\_\_\_

Date \_\_\_\_\_  
Place \_\_\_\_\_

DECLARATION BY BIDDER

I hereby declare that:

Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government Agencies/ Public Sector Undertaking/Govt. Authority.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company/Firm \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

LIST OF SIMILAR ASSIGNMENTS COMPLETED IN LAST 6 YEARS ONLY

Sl No	Name of Work/Project completed	Short description of the work	Name and address of Owner/site	Value of Work/Project	Date of Start of Work/Project		Expected Date of Completion		Liquidated damages, if any imposed on successful bidder	Performance certificate attached (YES/NO)
					Stipulated	Actual	Stipulated	Actual		

Note:

1. The list of Works/Projects mentioned above should be substantiated with documentary evidence such as Work Orders, Contract Agreements and Completion/Performance Certificates.
2. Completed Works mentioned without Completion/Performance certificates shall not be considered for evaluation.

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Company/Firm \_\_\_\_\_

Date \_\_\_\_\_  
 Place \_\_\_\_\_

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

To,  
Chief Manager (Estate),  
MMTC Limited,  
Core-1, SCOPE Complex,  
Lodhi Road, New Delhi – 110003

Dear Sir,

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

Thanking you,

**Yours faithfully,**

**(Name, Designation and Signature)**

**PART II**  
**(BOQ/FINANCIAL BID)**

**PROVIDING AND INSTALLATION OF 40HP MOTOR & PUMP (DSM 80/36),  
AT MMTC HOUSING COLONY, NEW DELHI-110017**

No. MMTC/Estate/1010/2022-23

Dated 31.03.2023

S.no	Description of Item	Qty	Unit	Rate	Amount
1	Supplying of 40 HP capacity Horizontal Centrifugal pump set of discharge capacity of : 100 m <sup>3</sup> /Hour at minimum head of 55 mtrs, 1450 Rpm, size of suction discharge 100 X 80 mm, Casing material of CI, Impeller- Bronze, Stainless Steel shaft-SS410, Shaft Sleeve-CI, for suitable for operation of 415 Volt Complete as required (Make: Kirloskar Model No. DSM 80/36 )	1	no		
2	Supplying of 40 HP capacity Induction motor of 1450 RPM suitable for operation of 415 Volt(Make: Kirloskar )	1	no		
3	Installation, Testing & commissioning of 40 HP capacity existing Horizontal Centrifugal pump set ( As per Item no 1 and 2) i/c connection with existing pipe line and on existing CC foundation , nut bolt, gasket electrical connection and proper MS Base Frame and coupling tier coupling complete etc. as reqd. and as per direction of Site-in-Charge.	1	job		
4	Misc minor Accessories required to complete the job of installation of pump	1	LS		
5	Credit for old/ damaged/defunct Horizontal centrifugal pump & Motor on "AS IS WHERE IS BASIS"	1	no		
Amount					
GST					
Total Amount in Rupees					

Date: .....

Signature/Seal of the Successful bidder