



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

ESTATE DIVISION

No. MMTC/Estate/Horti/878/26-27

Dated:25.09.2026

TENDER DOCUMENT

Name of the work: ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX, L1/1, HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.

Start date for Downloading tender document	From 25.09.2026 15.00 Hrs
Last date for Downloading tender document	19.10.2026 Upto 14.00 HRS
Due date of tender submission(Technical & Price Bid)	Upto 19.10.2026 15.00 HRS
Technical Bids opening Date	21.10.2026 At 12.30 HRS

ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1,HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017.

No. MMTC/Estate/Horti/878/26-27

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Appendix

Period of Contract	The agreement shall remain valid initially for a period of one year with a provision of an extension /renewal for a further one year period on same terms and conditions at the discretion of MMTC.
Earnest Money Deposit	5% of Estimated value or Rs.1.30 lakhs which ever is higher.
Address of work site	MMTC Housing Colony, Sri Aurobindo Marg, New Delhi –110017,L1/1 Hauz Khas, Scope Complex, ,New Delhi-110 003
Submission & Opening of Bids	In GeM portal only.

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1,HAUZ
KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017**

No. MMTC/Estate/Horti/878/26-27

Dated:25.09.2026

Tender Document

MMTC Limited (A Govt. of India Enterprise) invites e-bids for maintenance of horticulture works in MMTC Housing Colony, Sri Aurobindo Marg, Adhchini, New Delhi – 110017 & other locations as per the subject from well – established bidders having experience in similar kind of works, fulfilling minimum eligibility criteria as mentioned. Interested and eligible bidders may quote 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 three financial years i.e. 2023-24, 2024-25 & 2025-26.
 - (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 3 FY ending on 31.03.2025.
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, any other etc.
4. Arbitration or any other cases pending against the bidders, if any, submit details.
5. Whether black-listed/ put on holiday list/ withdrawal of works/cancellation of works etc. by any clients in the last 5 years, if any, since they are not eligible, give details.
6. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax Returns, Profit & Loss accounts) 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 Limited

Acc. 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 with required documents for the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure II), Declaration by the bidder (Annexure III) Annexure-IV list of similar assignments completed in last three years only (Annexure V) and Form A with the Technical Bids.(Annexure-VI) Specimen copy of Agreement for successful bidder.

ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1,HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017

No. MMTC/Estate/Horti/878/26-27

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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. 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. Offer validity: The offer should remain valid for a period of 90 days from the date of opening of Financial bid.
5. 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 Act, 2006
6. 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.

Manager (Estate)

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1,HAUZ
KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017**

No. MMTC/Estate/Horti/878/26-27

Dated:25.09.2026

INSTRUCTIONS TO BIDDERS

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. **If submitted – tick (yes)**
 2. PROOF OF ONLINE REMITTANCE OF EARNEST MONEY DEPOSIT 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 THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT 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. **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.**

FOR MMTC LIMITED

Manager (E)

P.S. Contact person for any clarification:K.V.Prakash, Manager (Estate), Phone: 8879459827

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1,HAUZ
KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017.**

No. MMTC/Estate/Horti/878/26-27

Dated:25.09.2026

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. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.
3. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
4. 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.
5. The successful bidder shall have to execute an agreement with MMTC immediately after issuance of Work Order. The agreement shall remain valid initially for a period of one year with a provision of an extension /renewal for further one year period on same terms and conditions at the discretion of MMTC. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).Specimen copy of agreement (Annexure VI)
6. 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.
7. 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.

8. Completion time shall mean the period / date specified in the letter of intent, work order.
9. 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.
10. The bidder should study all the tender documents carefully and understand the conditions and specifications etc., The submission and opening of bids will be through GeM portal only. The bidder shall bear all costs associated with preparation and submission of bid including the registration cost in GeM portal etc.,
11. The successful bidder shall take instructions from time to time and liaison with Site-in-Charge, MMTC Site Office as required for day to day work to be carried out at SCOPE Complex and in the MMTC Housing Colony. Information about absenteeism, if any, must be reported to the In-charge at work sites. Absenteeism of any kind would attract penalty/deduction at applicable minimum wage rate per person per day.
12. The successful bidder shall furnish necessary documents in respect of Identity Card/proof of all the personnel to be engaged for horticulture work. He/She will also provide a complete list of workers/staff to be deployed including their names, father's name and local address, permanent home address to MMTC for necessary record and for issue of Security pass/ Identity Card to be issued by the successful bidder firm after police verification. Any change in the list shall be immediately informed with all the above details. The successful bidder has to employ medically fit workers after due verification of their character and antecedents. Persons having been involved in any civil/criminal cases are not to be engaged by the successful bidder at any stage. If at any point of time the worker(s) engaged by the successful bidder is/are found to have been involved in civil/criminal cases, this would entail termination of contract as well as forfeiture of Security Deposit/PG. The successful bidder will bear total responsibility and cost of police verification etc. for all the workers engaged by him.
13. It is expressly understood and agreed to between the parties to this bid that the persons deployed by the successful bidder periodically for the above works shall be employees of the successful bidder for all intents and purposes & in no case, a relationship of employers and employee between the said persons and MMTC shall accrue implicitly and/or explicitly.
14. The main purpose of horticulture maintenance work is that the whole site premises must be maintained and developed properly in order to look rich with lush green lawns/parks and beautiful flowers /plants so as to provide an excellent ambience of residential environment and at the same time make the site premises environmental friendly. The successful bidder has to undertake all such jobs/activities required to maintain the site premises in a

presentable condition and in above mentioned spirit at all the times whether such activities are elaborated or not. The successful bidder will also develop existing Nursery for seasonal and perennial type of flowers & plants.

15. The tenders without Earnest Money Deposit will be summarily rejected . 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 . As the MSME / its authorised agencies such as NSIC are eligible to get the benefits under " Public Procurement Policy for 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 , they are exempt for depositing tender / participation fee and EMD .
16. The Earnest money of unsuccessful bidders ' shall be returned within reasonable time without any interest .
17. On appointment of SUCCESSFUL BIDDER, 5 % (five percent) amount (inclusive adjustment of the EMD) of the contract value shall be given online mode (NEFT / RTGS) as Contract Performance Guarantee (CPG) within 15 days of placing letter of offer . The CPG is liable to forfeiture in whole in the event of non - compliance of terms and conditions of this Agreement by the SUCCESSFUL BIDDER. The CPG amount be refunded after the satisfactory completion of the contract within a period of four months. No interest shall be payable by the MMTC on the CPG amount so held
18. Submission of Contract Performance Guarantee (CPG) is mandatory even for MSES / NSIC registered agencies . Therefore , the MSES / NSIC registered agencies who are willing to abide to the condition shall only take part in this Tender

**Yours faithfully,
For MMTC LIMITED**

Manager (E)

ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX, L-1/1, HAUZ KHAS & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 017.

No. MMTC/Estate/Horti/878/26-27

Dated: 25.09.2026

GENERAL TERMS & CONDITIONS

1. SITE OF WORK shall generally consist of horticulture works in SCOPE Complex, L-1/1 Hauz Khas & MMTC HOUSING COLONY, NEW DELHI including Main Park in front of E Block, area around Recreation Centre, Park near C-VI Block, B Block Park, area adjoining and in front of Site Office, Pump House area/nursery and open area on both sides of Roads/ court yard around blocks, Medical Room & Library including open areas in housing colony.
2. **SCOPE OF THE WORK:**
 1. The plants/hedges etc. should be kept healthy & free from worms, infections and weathering.
 2. The work shall be executed as per sound engineering /horticulture practice, neatly dressed, set & cut to enhance the environment. The ornamental work shall be maintained with utmost care at all times.
 3. The watering to plants, hedges and grass shall be done on regular basis as per requirement to ensure their healthy appearance and life.
 4. The entire area shall be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc. at all times.
 5. The required quantity and quality of pesticides shall be used to maintain infection free ambience.
 6. The successful bidder shall be responsible for the safety and healthy growth of existing plants. Any replacement required shall be borne by the successful bidder within the quoted rates.
 7. The successful bidder shall be responsible for dressing/cutting /settling of existing hedges around the blocks/flats within quoted rates.
 8. The successful bidder may advise MMTC for needed horticulture development work beyond the scope of contract. If agreed, MMTC may get the same done from him on prevailing market rates/CPWD rates.
 9. The successful bidder shall depute gardeners for watering during water supply hours as restricted water is available in the Colony. Carriage of water by trolley as needed shall be the responsibility of the successful bidder.

10. The successful bidder should submit monthly bills in triplicate with proof of deduction & deposit of EPF, ESI & Services Tax/other taxes as applicable for the previous month with the appropriated authorities.
11. The successful bidder shall ensure that monthly disbursement of applicable wages /payments to workers is made to the bank accounts of the personnel deployed by 7th of succeeding month positively.
12. The work shall be governed as per site requirement. The work is to be done including requisite/ specified consumables tools and tackles, water pipes, trolleys drums, sprinklers as required including their on-site transportation, handling, stacking, and storing at successful bidder's expense as required for effective & timely completion of works to the satisfaction of MMTC.
13. The successful bidder may contact the site in-charge (Manager-Township) for any clarifications / day to day instructions (phone No. 011-26967412).
14. The present requirement is for one (1) supervisor-cum-mali (skilled category) and six (6) malis/gardeners (semi skilled category). MMTC reserves the right to increase/decrease the number of gardeners depending upon the requirement at any time.

3. QUOTED RATES:

- 3.1 Shall include all taxes, duties and royalties etc. The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the successful bidder. The rates shall also be deemed to include cost towards all essential /contingent works , tools and tackles and any other material that may have to be taken up for the effective completion of the contract.
- 3.2 The quoted rates shall include cost of prompt disposal of debris/waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant/branches etc. to the Colony dumping area after getting the same checked by the concerned MMTC official and dismantled un-serviceable old material generated during execution of the work without any extra cost. If such waste/debris is not removed from the premises within the prescribed period, the same shall be got removed by another agency at the cost and risk of the bidder/successful bidder. Dumping area would mean MCD garbage bin/pit in the Housing Colony and include all lead and lift and shall not encumber on municipal land not intended for such dumping. The decision of MMTC shall be final and binding on the bidder/successful bidder in this regard.
- 3.3 Shall include all applicable wages which shall not be less than the minimum wages as prescribed under the Minimum Wages Act as amended from time to time to Malis (semi-skilled), and the **supervision costs** needed during execution of any item and the successful bidder shall deploy experienced Malis on full time basis who would

be able to take instructions, ensure full presence of workmen at sites and carry out day to day jobs smoothly. Nothing extra shall be paid on this account to the successful bidder.

- 3.4 Income tax plus duties, cess at the prevailing rates as applicable from time to time shall be deducted from the successful bidder's bills as per Income Tax Rules and quoted rates shall be deemed to include this.
- 3.5 TAXES, DUTIES, OCTROI & LEVIES ETC. : The quoted prices shall be inclusive of all taxes, duties, octroi, levies, work contract tax, if any etc. TDS, any other statutory taxes shall be deducted at source from the monthly bills, and the proof of deposit to be submitted by the successful bidder with the monthly bill.
- 3.6 The rates include component of Provident Fund, statutory charges/duties, ESI contribution etc. of the workers engaged by the successful bidder. These shall be payable by the successful bidder on due dates to the concerned authorities without fail and the successful bidder will furnish to MMTC the documentary evidence of all deposits.
- 4 The contract shall be valid initially for one year with scope of extensions of another year on same terms & conditions. The decision of the MMTC shall be final and binding on the successful bidder in this regard.
- 5 The workers of successful bidder will adhere to Site Office instructions/bid norms while inside the premises. They shall also restrict their movement to their place of work only. They shall maintain their work activities with due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public residential buildings. The workmen shall work in close co-ordination with any other agencies working at site. This shall be strictly followed and observed to the satisfaction of MMTC.
6. The successful bidder shall be responsible for any injury caused to person or animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of MMTC etc, which may arise from the operations or neglect of any person of the successful bidder team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The successful bidder shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damages consequent upon any claim arising out of the above. The successful bidder shall not only make good all damages thus caused either to MMTC or any third party but shall also indemnify MMTC in this respect wholly.
7. The successful bidder shall further indemnify MMTC under Workmen's Compensation Act 1923, Personal Insurance Act 1963 etc. and or other Industrial Legislation in force from time to time. The successful bidder shall be responsible for any violation/ non compliance of the

Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard.

8. In the event of any accident occurring during the course of work, which may result in any mishap, injury to person(s), the responsibility of settlement of their claims, medical treatment etc will fully rest with the successful bidder & the expenditure incurred thereon will be borne entirely by the successful bidder. MMTC shall be totally indemnified of any liability whatsoever.
9. Water and power shall be provided by MMTC, free of cost. The workmen of the successful bidder shall not tap any fire hydrant/ water point /electrical point before obtaining prior approval of MMTC. Water and electricity shall be made available at specified locations as per decision of MMTC and the successful bidder shall make his own arrangements for distribution of water and power by use of pipes/cables.

10. EMD/SECURITY DEPOSIT:

The bidders shall submit EMD @5% of the estimated value or Rs.1.30 lakhs whichever is higher 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.
- e) The Security Deposit shall be returned to the successful bidder after satisfactory completion of contract, without any interest.

a) Relationship between the parties:

- b) Nothing in the agreement 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.
- c) No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the agreement.

- d) MMTC will not be under any obligation to the implementation of the successful bidder except as agreed under the terms of the agreement.

11. Governing Law:

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

12. 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, in as much, 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.

13. 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 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 agreement/contract.

14. 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.

15. 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 3 (three) 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.

17. LIQUIDATED DAMAGES:

"Time is the essence of the contract. If the Contractor fails to execute the work within stipulated time as per agreement, MMTC reserves its right to either repudiate the contract or extend the contract with levy of pre - estimated damages without providing proof of actual loss which shall be Rs 500 / - (Rupees Five Hundred Only) per day for the delayed period subject to the maximum of 10 % of the contracted amount . The pre - estimated damages is not limited to financial loss but also includes ' loss of comfort ' or 'loss of convenience' or 'loss of reputation' or 'loss of privacy' or 'loss of disappointment' or 'loss of an attribute of property' or 'loss of comfort' etc. which is not determinable in financial value, but is payable to MMTC.

MMTC shall have the right to deduct such amount from any money due to the Contractor apart from any additional cost incurred by MMTC towards completion of work due to the failure or non-performance of the contract.

The decision of MMTC limited regarding levy of pre-estimated damages shall be final and binding on the Contractor."

18. Modification.

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

19. 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.

20. 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.

21. Default Liability:

The successful bidder agrees and confirms that, in case of any substantially breach of the agreement or substantially fails to perform any of the obligations under the Agreement, such a breach shall constitute a default under this Agreement (a "Default"), in such a case, MMTC shall have the right to require the successful bidder / contractor to rectify such Default or to take remedial measure within a reasonable period. If the successful bidder fails to rectify such Default or take remedial measure within such reasonable period (of 14 days) notifying the successful bidder / contractor in writing and requiring it to rectify the Default, then MMTC shall have the right at its own discretion to terminate the Agreement and require the successful bidder / contractor to indemnify fully for the damage, or demand the enforcement of the successful bidder under this contract .

22. 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

23. 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.

24. General:**Entire Agreement**

The terms and conditions laid down in this Tender inclusive of general instruction, 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.

25. 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.

26. 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.

27. Taxes & Duties: Payment Clause:

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. and will remain firm till the completion of the work contract. The TDS or any other statutory duties, taxes shall be deducted at source as per rules from the running bill/bills by the MMTC Limited. 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.

For MSME parties; payment to be made within 45 days of receipt of the Bill at MMTC Ltd.,

28. The bidders are requested to submit an attested copy of the PAN Card, GST 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.
29. 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.

30. Termination Of The Contract:

By giving 30 days prior notice either of the parties can terminate the contract.

Right to terminate the process:

MMTC reserves the right to cancel the 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 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.

31. Consequences of termination:

- a) In the event of the termination of the 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.

32. Arbitration Clause:

“Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, 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.

33. 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.

34. 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 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 one month, either party shall have the right to refuse further performance of the agreement (subject to the 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.

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

35. Fraud Prevention Policy:

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S): The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC during the execution of contract and in any other transaction with MMTC.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or

document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

36. 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. The detail of same is available at link <https://www.mmtclimited.com/files/holiday-listing.pdf>

37. Confidentiality clause:

The Parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of contract and two years after the completion or termination of the contract. Neither Party shall disclose any such information to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the Parties or (ii) is made in connection with a Party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the Party intending to make such disclosure shall advise the other Party in advance and cooperate to minimize the disclosure of any such information.

38. 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 unincorporated 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.

39 COMPLIANCE WITH LABOUR CODES, 2020

i) Labour Law Compliance: The Contractor shall, at its own cost and risk, comply with all applicable labour laws, including the Code on Wages, 2019; Industrial Relations Code, 2020; Code on Social Security, 2020; and Occupational Safety, Health and Working Conditions Code, 2020, together with all rules, notifications, and amendments. The Contractor shall be solely responsible for wages, overtime, weekly off, leave, PF, ESI, gratuity, bonus, insurance, accident compensation, safety, health, statutory registrations, and all other obligations in respect of its employees/workers deployed under this contract. MMTC shall have no liability as employer or principal employer except to the extent mandatorily imposed by law, and the Contractor shall fully indemnify MMTC against all claims, penalties, demands, proceedings, and losses arising from any non-compliance.

ii) Labour Law Compliance – Consequences of Default : Any material or repeated violation of the provisions of the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020, or any other applicable labour law, including but not limited to non-payment or delayed payment of wages, non-deposit of statutory contributions such as EPF/ESI, employment of ineligible or unauthorized personnel, submission of false, forged or misleading records/documents, or failure to comply with statutory obligations, shall constitute a material breach of the Contract. MMTC may, at its sole discretion, take one or more of the following actions:

- (i) terminate the Contract;
- (ii) forfeit the Contract Performance Guarantee/Security Deposit, in whole or in part;
- (iii) place the Contractor on Holiday Listing/Blacklist; and
- (iv) Debar the Contractor from participating in future tenders.

iii) No Employer-Employee Relationship / No Sham Contract:

The Contractor acknowledges and agrees that the contract awarded by MMTC is a genuine contract for provision of services and shall not, under any circumstances, be construed as creating any employer-employee relationship between MMTC and the personnel deployed by the Contractor.

All malis and personnel deployed shall remain employees of the Contractor alone.

The Contractor shall be solely responsible for all obligations arising under the Labour Codes and all employment-related liabilities.

The Contractor shall exercise full administrative, supervisory and disciplinary control over its personnel and shall be solely responsible for their recruitment, appointment, deployment, attendance, wages, leave, statutory benefits, performance management, disciplinary proceedings, termination and all other service-related matters.

The Contractor shall ensure that:

- a) The personnel deployed under the contract remain on the rolls of the Contractor at all times.
- b) Identity cards, salary slips, appointment letters and statutory records are issued and maintained by the Contractor.
- c) Wages and statutory dues are paid directly by the Contractor from its own resources and bank account.
- d) MMTC officers shall not exercise direct supervision or control over individual personnel except to the extent necessary for monitoring service levels and contractual performance.
- e) Personnel deployed shall have no claim whatsoever against MMTC for absorption, regularization, continuation of service, equal pay, permanency, employment benefits or any other service-related rights.

The Contractor shall indemnify and keep MMTC fully indemnified against any claim, dispute, industrial dispute, litigation, award, order, compensation, penalty or liability arising out of any allegation that the contract is a sham, camouflage or otherwise intended to avoid statutory obligations.

In the event any authority, court or tribunal records a finding that the contract is a sham or that an employer-employee relationship exists between MMTC and the Contractor's personnel due to any act, omission or default of the Contractor, the Contractor shall be liable to indemnify MMTC for all consequential losses, costs, damages, legal expenses, wages, benefits, compensation and liabilities arising therefrom.

iv) Contractor's Independent Establishment

The Contractor represents that it is an independent legal entity engaged in the business of providing transport services and possesses the requisite infrastructure, managerial control, supervisory staff, financial capacity, registrations, licences and resources necessary for execution of the contract. The Contractor shall perform the contract on a principal-to-principal basis and not as an agent, employee or representative of MMTC.

v) PAYMENT OF WAGES THROUGH BANKING CHANNELS

The Contractor shall pay wages to all malis and personnel deployed under the contract strictly in accordance with the Code on Wages, 2019 through bank transfer/NEFT/RTGS or other legally permitted digital mode.

Cash payment of wages shall not be permitted unless specifically allowed under applicable law.

The Contractor shall submit monthly proof of wage payment along with salary sheets, bank transfer statements and wage registers before release of monthly bills. Bill would be paid within 45 days of Receipt of Bill in MMTC.

vi) MINIMUM WAGES COMPLIANCE: The Contractor shall pay wages not less than the minimum wages/floor wages notified by the Central Government or appropriate Government from time to time. Whenever minimum wages are revised, the Contractor shall immediately implement the revised rates without any separate notice from MMTC. Failure to pay statutory wages shall constitute a fundamental breach of contract.

vii) SOCIAL SECURITY COMPLIANCE: The Contractor shall ensure timely deposit of:

- EPF,ESI,Employees' insurance contributions;
- Any other social security contributions applicable under the Code on Social Security, 2020.

Monthly challans, ECR statements, contribution records and proof of remittance shall be submitted with every invoice. MMTC shall have the right to withhold payments in case such records are not furnished.

viii) CONTRACT LABOUR AND LICENSE REQUIREMENTS: The Contractor shall obtain and maintain all registrations and licenses required under the Occupational Safety, Health and Working Conditions Code, 2020 and Rules framed thereunder. The Contractor shall ensure that the deployment of manpower is fully compliant with statutory requirements relating to contract labour. Any penalty imposed by any authority due to default of the Contractor shall be solely borne by the Contractor.

ix) OCCUPATIONAL SAFETY AND HEALTH: The Contractor shall ensure that all drivers deployed are medically fit and possess valid driving licences. The Contractor shall provide Periodic medical examination, Safety instructions, Adequate rest periods, Emergency contact facilities, First-aid facilities.

The Contractor shall maintain records of health and safety compliance and produce the same whenever required by MMTC.

x) WORKING HOURS AND OVERTIME: The Contractor shall comply with statutory provisions relating to Working hours; Weekly off, Rest intervals, Overtime wages, Leave entitlements.

No driver shall be required to work beyond permissible limits prescribed under applicable law. Any overtime liability shall be borne exclusively by the Contractor.

xi) PROHIBITION OF CHILD LABOUR: No person below the legally permissible age shall be employed or engaged under the contract. If any violation is detected, MMTC shall be entitled to terminate the contract forthwith and forfeit the Security Deposit/CPG.

xii) WOMEN EMPLOYEE SAFETY: Where women employees are engaged by the Contractor, the Contractor shall comply with all statutory requirements concerning workplace safety, prevention of sexual harassment, Internal Complaints Committee, safe working environment.

MMTC shall not bear any responsibility arising from non-compliance by the Contractor.

xiii) LABOUR COMPLIANCE DOCUMENTS TO BE SUBMITTED MONTHLY: The Contractor shall submit the following documents every month Wage Register, Attendance Register, Bank payment proof, PF challans, ESI challans, ECR statements; Statutory returns; Labour license details; Declaration of compliance under Labour Codes.

MMTC shall be entitled to withhold payment till submission and verification of the above documents.

xiv) RIGHT OF MMTC TO AUDIT: MMTC shall have the right at any time to inspect, audit and verify labour records maintained by the Contractor. The Contractor shall provide unrestricted access to all statutory registers, wage records, attendance records, contribution records and labour compliance documents.

xv). INDEMNITY FOR LABOUR LIABILITIES: The Contractor shall fully indemnify and keep MMTC indemnified against Wage claims, Bonus claims, Gratuity claims, PF

claims, ESI claims, Compensation claims, Employment disputes, Labour court proceedings, Penalties imposed by any statutory authority.

Any amount paid by MMTC on account of the Contractor's default shall be recoverable from the Contractor along with interest.

xvi) WITHHOLDING OF PAYMENT

MMTC shall have the absolute right to Withhold bills, Deduct amounts, Recover dues, Suspend payments in case labour law compliance documents are not furnished or any labour law violation is detected.

**Yours faithfully,
For MMTC LIMITED**

Manager (E)

ANNEXURE -I**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / GST	:	
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

ANNEXURE II**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, 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 _____

ANNEXURE III**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 _____

PART-A TECHNICAL BID

1. Name of Bidder
2. Address with telephone/fax Nos.
 - (a) Head office
 - (b) Branch Office
3. Telegraphic Address/E-Mail Address
- 4.(a) Is your firm registered under the Indian Partnership Act 1932
If so, give the name & address of the partners alongwith the Registration No.
- (b) Is your concern a proprietary concern? If so, give
Name and Address of the proprietor.
- (c) Is your concern incorporated under the Companies Act
Or any other law in India?
5. Have your concern changed its name at any time?
If so, when and the reasons thereof.
6. Date of commencement of Business
7. Details with registration with statutory authorities for:
 - (i) PF
 - (ii) ESI
 - (iii) Service tax and GST
 - (iv) MSME certificate in case the party is registered with MSME.

Please furnish certified copies of Registration and latest returns as filed with their authorities failing which Tender is liable for rejection.
8. Income Tax Assessment Certificate for the last three years.
- 9.. Name & address of Principal Bankers.
10. *Details of infrastructure:- Please furnish complete details of various types of machinery/equipment/qualified manpower etc., available justifying your case.

11. Turnover (last 3 years)

2023-24	2024-25	2025-26

Please enclose copy of latest balance sheet and profit and loss Account.

12. Insolvency Certificate for Rs.5.00 lakhs or above amount from any scheduled/nationalized bank.

13. Certificate of site inspection issued by In-charge, Site Office, MMTC Colony, New Delhi.

14. The tenderer should have ISO 9001:2008 or 9001:2015 Certification. It should be valid as on date of publication of tender.

15. Bidders to submit a declaration on stamp paper of Rs.100/- attested by first class magistrate not lower than sub division that they are not under any holiday/blacklist/contract cancellation declared by any Department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against them and are not under liquidation, court receivership or similar proceedings and not be bankrupt.

16. EMD Details.

Signature of the bidder(s)

Name and Designation of person signing the tender on behalf of the tender(s)

with Stamp.

Full Name and address of the bidder(s).

Annexure-V**LIST OF SIMILAR ASSIGNMENTS COMPLETED IN LAST 3 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	Performanc e certificate attached (YES/NO)
					Stipula ted	Actua l	Stipu lated	Actua l		

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,
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)

AGREEMENT

This agreement made on this day the _____ which is effective from _____ at New Delhi between MMTC Limited, a Company incorporated under Companies Act, 1956 and having its Registered Office at Core No.1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi 110003 hereinafter referred to as "MMTC" which term unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the FIRST part and M/s. _____ hereinafter called "AGENCY", which term unless repugnant to the context or contrary to the meaning thereof includes its successors and assigns on the SECOND part.

WHEREAS, MMTC has floated tender No. _____ on GeM Portal (Government e-Marketplace) for providing Horticulture Services and M/s. _____. The Contractor has accepted the Contract and agreed to work on the quoted rates as per terms & conditions and scope of work detailed hereunder :

NOW THIS AGREEMENT WITNESSETH AS HEREUNDER :

GENERAL TERMS & CONDITIONS :

19. The Agency shall have to execute an agreement with MMTC immediately after issuance of Contract. The agreement shall remain valid initially for a period of one year commencing from ____ with a provision of an extension /renewal for further one year period on same terms and conditions at the discretion of MMTC. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).
20. 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.
21. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the Agency that the tender has been accepted in accordance with the provisions contained in the tender documents. The responsibility of the Agency commences from the date of issue of Contract and all the terms and conditions of the contract shall be applicable from such date.
22. Completion time shall mean the period / date specified in the Contract.
23. The Agency 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 Agency or his authorized agent by hand at work site or thru' ordinary post.

24. The Agency should study all the tender documents carefully and understand the conditions and specifications etc.
25. The Agency shall take instructions from time to time and liaison with Site-in-Charge, MMTC Site Office as required for day to day work to be carried out at SCOPE Complex and in the MMTC Housing Colony. Information about absenteeism, if any, must be reported to the In-charge at work sites. Absenteeism of any kind would attract penalty/deduction at applicable minimum wage rate per person per day.
26. The Agency shall furnish necessary documents in respect of Identity Card/proof of all the personnel to be engaged for horticulture work. He/She will also provide a complete list of workers/staff to be deployed including their names, father's name and local address, permanent home address to MMTC for necessary record and for issue of Security pass/ Identity Card to be issued by the Agency firm after police verification. Any change in the list shall be immediately informed with all the above details. The Agency has to employ medically fit workers after due verification of their character and antecedents. Persons having been involved in any civil/criminal cases are not to be engaged by the Agency at any stage. If at any point of time the worker(s) engaged by the Agency is/are found to have been involved in civil/criminal cases, this would entail termination of contract as well as forfeiture of Security Deposit/PG. The Agency will bear total responsibility and cost of police verification etc. for all the workers engaged by him.
27. It is expressly understood and agreed to between the parties to this bid that the persons deployed by the Agency periodically for the above works shall be employees of the Agency for all intents and purposes & in no case, a relationship of employers and employee between the said persons and MMTC shall accrue implicitly and/or explicitly.
28. The main purpose of horticulture maintenance work is that the whole site premises must be maintained and developed properly in order to look rich with lush green lawns/parks and beautiful flowers /plants so as to provide an excellent ambience of residential environment and at the same time make the site premises environmental friendly. The Agency has to undertake all such jobs/activities required to maintain the site premises in a presentable condition and in above mentioned spirit at all the times whether such activities are elaborated or not. The Agency will also develop existing Nursery for seasonal and perennial type of flowers & plants.
29. As per tender terms, the AGENCY shall remit 5 % (five percent) of the contract value i.e., Rs.1.30 lakhs online mode (NEFT / RTGS) as Contract Performance Guarantee (CPG) within 15 days of placing contract . The CPG is liable to forfeiture in whole in the event of non - compliance of terms and conditions of this Agreement by the SUCCESSFUL BIDDER. The CPG amount be refunded after the satisfactory completion of the contract within a period of four months. No interest shall be payable by the MMTC on the CPG amount so held

1. SITE OF WORK shall generally consist of horticulture works in SCOPE Complex, L-1/1 Hauz Khas & MMTC HOUSING COLONY, NEW DELHI including Main Park in front of E Block, area around Recreation Centre, Park near C-VI Block, B Block Park, area adjoining and in front of Site Office, Pump House area/nursery and open area on both sides of Roads/ court yard around blocks, Medical Room & Library including open areas in housing colony.

3. SCOPE OF THE WORK:

15. The plants/hedges etc. should be kept healthy & free from worms, infections and weathering.
16. The work shall be executed as per sound engineering /horticulture practice, neatly dressed, set & cut to enhance the environment. The ornamental work shall be maintained with utmost care at all times.
17. The watering to plants, hedges and grass shall be done on regular basis as per requirement to ensure their healthy appearance and life.
18. The entire area shall be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc. at all times.
19. The required quantity and quality of pesticides shall be used to maintain infection free ambience.
20. The Agency shall be responsible for the safety and healthy growth of existing plants. Any replacement required shall be borne by the Agency within the quoted rates.
21. The Agency shall be responsible for dressing/cutting /settling of existing hedges around the blocks/flats within quoted rates.
22. The Agency may advise MMTC for needed horticulture development work beyond the scope of contract. If agreed, MMTC may get the same done from him on prevailing market rates/CPWD rates.
23. The Agency shall depute gardeners for watering during water supply hours as restricted water is available in the Colony. Carriage of water by trolley as needed shall be the responsibility of the Agency.
24. The Agency should submit monthly bills in triplicate with proof of deduction & deposit of EPF, ESI & Services Tax/other taxes as applicable for the previous month with the appropriated authorities.
25. The Agency shall ensure that monthly disbursement of applicable wages /payments to workers is made to the bank accounts of the personnel deployed by 7th of succeeding month positively.

26. The work shall be governed as per site requirement. The work is to be done including requisite/ specified consumables tools and tackles, water pipes, trolleys drums, sprinklers as required including their on-site transportation, handling, stacking, and storing at Agency's expense as required for effective & timely completion of works to the satisfaction of MMTC.

3. RATES:

- 5.1 Shall include all taxes, duties and royalties etc. The rates shall also be deemed to cover working under any adverse conditions that may be required at the convenience of the occupants and under the supervision of the Agency. The rates shall also be deemed to include cost towards all essential /contingent works , tools and tackles and any other material that may have to be taken up for the effective completion of the contract.
- 5.2 The quoted rates shall include cost of prompt disposal of debris/waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant/branches etc. to the Colony dumping area after getting the same checked by the concerned MMTC official and dismantled un-serviceable old material generated during execution of the work without any extra cost. If such waste/debris is not removed from the premises within the prescribed period, the same shall be got removed by another agency at the cost and risk of the bidder/Agency. Dumping area would mean MCD garbage bin/pit in the Housing Colony and include all lead and lift and shall not encumber on municipal land not intended for such dumping. The decision of MMTC shall be final and binding on the bidder/Agency in this regard.
- 5.3 Shall include all applicable wages which shall not be less than the minimum wages as prescribed under the Minimum Wages Act as amended from time to time to Malis (semi-skilled), and the **supervision costs** needed during execution of any item and the Agency shall deploy experienced Malis on full time basis who would be able to take instructions, ensure full presence of workmen at sites and carry out day to day jobs smoothly. Nothing extra shall be paid on this account to the Agency.
- 5.4 Income tax plus duties, cess at the prevailing rates as applicable from time to time shall be deducted from the Agency's bills as per Income Tax Rules and quoted rates shall be deemed to include this.
- 5.5 TAXES, DUTIES, OCTROI & LEVIES ETC. : The quoted prices shall be inclusive of all taxes, duties, octroi, levies, work contract tax, if any etc.TDS, any other statutory taxes shall be deducted at source from the monthly bills, and the proof of deposit to be submitted by the Agency with the monthly bill.
- 5.6 The rates include component of Provident Fund, statutory charges/duties, ESI contribution etc. of the workers engaged by the Agency. These shall be payable by

the Agency on due dates to the concerned authorities without fail and the Agency will furnish to MMTC the documentary evidence of all deposits.

- 6 The contract shall be valid initially for one year with scope of extensions of another year on same terms & conditions. The decision of the MMTC shall be final and binding on the Agency in this regard.
- 7 The workers of Agency will adhere to Site Office instructions/bid norms while inside the premises. They shall also restrict their movement to their place of work only. They shall maintain their work activities with due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public residential buildings. The workmen shall work in close co-ordination with any other agencies working at site. This shall be strictly followed and observed to the satisfaction of MMTC.
9. The Agency shall be responsible for any injury caused to person or animals or things (fittings/fixtures/furnishings etc.) any damage caused to any property of MMTC etc, which may arise from the operations or neglect of any person of the Agency team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The Agency shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damages consequent upon any claim arising out of the above. The Agency shall not only make good all damages thus caused either to MMTC or any third party but shall also indemnify MMTC in this respect wholly.
10. The Agency shall further indemnify MMTC under Workmen's Compensation Act 1923, Personal Insurance Act 1963 etc. and or other Industrial Legislation in force from time to time. The Agency shall be responsible for any violation/ non compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard.
11. In the event of any accident occurring during the course of work, which may result in any mishap, injury to person(s), the responsibility of settlement of their claims, medical treatment etc will fully rest with the Agency & the expenditure incurred thereon will be borne entirely by the Agency. MMTC shall be totally indemnified of any liability whatsoever.
16. Water and power shall be provided by MMTC, free of cost. The workmen of the Agency shall not tap any fire hydrant/ water point /electrical point before obtaining prior approval of MMTC. Water and electricity shall be made available at specified locations as per decision of MMTC and the Agency shall make his own arrangements for distribution of water and power by use of pipes/cables.

17. Relationship between the parties:

- e) Nothing in the agreement constitutes as fiduciary relationship between the MMTC and the Agency/bidders team or any relationship of employer employee, principal and agent or partnership, between the MMTC and Agency.
- f) No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the agreement.
- g) MMTC will not be under any obligation to the implementation of the Agency except as agreed under the terms of the agreement.

18. Governing Law:

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

19. Compliance with Laws:

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

- e) During the performance of the work, the Agency 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 Agency 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
- f) If during the tenure of work stipulated herein, Agency is found violation any laws norms attributed and applicable from this tender/subsequent agreement, in such event, the Agency will be solely liable to face the consequence of violation, insasmuch, the Agency 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.
- g) The Agency 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 Agency 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.

- h) The Agency shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Agency Labour (Abolition & Regulation) Act, 1970.

20. Indemnity:

The Agency 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 Agency 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, Agency 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 Agency is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the Agency from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of agreement/contract.

21. Agency To Provide Everything Necessary:

The Agency 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 Agency finds any discrepancies therein he shall immediately and in writing refer the same to the MMTC whose decision shall be final and binding.

The Agency shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment's 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 Agency 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.

39. LIQUIDATED DAMAGES:

"Time is the essence of the contract. If the Contractor fails to execute the work within stipulated time as per agreement, MMTC reserves its right to either repudiate the contract or extend the contract with levy of pre - estimated damages without providing proof of actual loss which shall be Rs 500 / - (Rupees Five Hundred Only) per day for the delayed period subject to the maximum of 10 % of the contracted amount . The pre - estimated damages is not

limited to financial loss but also includes 'loss of comfort' or 'loss of convenience' or 'loss of reputation' or 'loss of privacy' or 'loss of disappointment' or 'loss of an attribute of property' or 'loss of comfort' etc. which is not determinable in financial value, but is payable to MMTC.

MMTC shall have the right to deduct such amount from any money due to the Contractor apart from any additional cost incurred by MMTC towards completion of work due to the failure or non-performance of the contract.

The decision of MMTC limited regarding levy of pre-estimated damages shall be final and binding on the Contractor."

40. Modification.

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

41. No Assignment:

The Agency 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.

42. Default Liability:

The Agency agrees and confirms that, in case of any substantially breach of the agreement or substantially fails to perform any of the obligations under the Agreement, such a breach shall constitute a default under this Agreement (a "Default"), in such a case, MMTC shall have the right to require the Agency / contractor to rectify such Default or to take remedial measure within a reasonable period. If the Agency fails to rectify such Default or take remedial measure which such reasonable period (mention number of days) the notifying the Agency / contractor in writing and requiring it to rectify the Default, then MMTC shall have the right at its own discretion to terminate the Agreement and require the Agency / contractor to indemnify fully for the damage, or demand the enforcement of the Agency under this contract .

43. 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

44. Agreement:

The Agency 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.

45. General:**Entire Agreement**

The terms and conditions laid down in this Tender inclusive of general instruction, 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.

46. Termination Of The Contract:**Right to terminate the process:**

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

- VII. The Agency commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
- VIII. If the Agency 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 agreement in the event of delay and forfeit the bid security/Performance security deposit as liquidated damages for the delay.
- IX. In the event of the Agency 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 the

case of a Agency passing any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the bidder/Agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract without notice.

- X. In case the Agency 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 Agency.
- XI. After award of the agreement, if the Agency 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 Agency 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.
- XII. MMTC reserves the right to recover any dues payable by the Agency from any amount outstanding to the credit of the Agency, including the pending bills and/or invoking the performance security deposit.

47. Consequences of termination:

- d) In the event of the termination of the 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 Agency 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 Agency in relation to the execution/continued execution of the scope of the Agreement.
- e) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of Agency and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against Agency.
- f) 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.

48. Arbitration Clause:

“Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, 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.

49. 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.

50. 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 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 one months, either party shall have the right to refuse further performance of the agreement (subject to the 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.

Not with standing this, provisions relating to indemnity, confidentiality survive termination of the agreement.

51. Fraud Prevention Policy:

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S): The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC during the execution of contract and in any other transaction with MMTC.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

Disqualification and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

52. 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. The detail of same is available at link <https://www.mmtclimited.com/files/holiday-listing.pdf>

53. Confidentiality clause:

The Parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of contract and two years after the completion or termination of the contract. Neither Party shall disclose any such information to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided, however,

that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the Parties or (ii) is made in connection with a Party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the Party intending to make such disclosure shall advise the other Party in advance and cooperate to minimize the disclosure of any such information.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on their presence on the place, date, month and year mentioned above in the presence of the following witnesses :

For and on behalf of M/s_____

For on behalf of MMTC Limited

AGENCY
AUTHORISED SIGNATORY

MMTC LIMITED
AUTHORISED SIGNATORY

WITNESS :

- 1.
- 2.

ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX , L1/1 Hauz Khas & MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.

No. MMTC/Estate/Horti/878/26-27

Dated: 25.09.2026

PART-B PRICE BID

While quoting the rates, the following may kindly be noted:

1. The rates as per minimum wages fixed by Central Government as on 01.04.2026, should be inclusive of component of Provident Fund, ESI contribution, statutory charges/duties and uniform of workers.

S.No.	Description	QTY.	RATE/UNIT (Rs.)	Total Amount (Rs.) Per month
1	Supervisor-cum-Mali(Skilled)	1		
2	Mali (Semi-Skilled)	6		
3	Service Margin at total wages GST Inclusive Service Charge is inclusive of GST, Bidders are advised to include GST appropriately.		In percentage	In INR
4	GST			
	Grand Total (1+2+3+4)			
	Annual cost (for 12 months) inclusive of GST (to be quoted in GeM portal)			Total amount for 12 months

Total annual cost to be quoted in GeM portal (In words)

(Rupees _____ only)

Date _____
Place _____

(Signature of the Bidder with Stamp)

**ANNUAL MAINTENANCE OF HORTICULTURE WORK IN SCOPE COMPLEX,L1/1 Hauz Khas
& MMTC HOUSING COLONY, SRI AUROBINDO MARG, ADHCHINI, NEW DELHI - 110 017.**

No. MMTC/Estate/Horti/878/26-27

Dated:25.09.2026

Price Break-up of the quoted prices shall be submitted by the bidder in the following format:

S.No	Head Category	Skilled	Semi-skilled
1	Wage per person		
2	ESI		
3	EPF		
4	Any other Charges		
5	Services Charges		
6	Cost per Head per Month		

Date _____
Place _____

(Signature of the Bidder with Stamp)

