



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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MMTC LIMITED, NEW DELHI

(A Govt. of India Enterprise)

EOI No. MMTC/Admn./Med/79/2023-24(1)

Dated 25TH April 2024

EXPRESSION OF INTEREST.

EOI are invited from Qualified Doctors for rendering Medical Consultancy Service on contract basis

Sl. No.	Particulars	Required Number
1	Medical Consultant (Physician)	ONE
2	Physiotherapist	ONE



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Sl.No.	Particulars	Details
1	Last date & time for downloading of EOI document	20th h MAY 2024 up to 1200 hrs
2	Validity of bid	30 days from the opening of EOI
3	Earnest money deposit (EMD) favoring "MMTC Limited" through e-payment.	Rs.10,000/- (Rupees Ten Thousand only)
4	Last date & time of EOI (two bids) submission :	20th MAY 2024 up to 1200 hrs
5	Technical bid's opening date and Time Financial bid's opening date and Time	20th MAY 2024 up to 1500 hrs 20th MAY 2024 up to 1600 hrs
6	Period of contract	One year from the date of issue of work order.
7	Place of opening of EOI	Chief Manager, Administration (Medical), MMTC Limited, Core No.1, SCOPE Complex (2 nd Floor), Institutional Area, Lodi Road, New Delhi – 110 003 TEL.NO.011-24381528 E-MAIL: satishvaidya@mmtclimited.com
8	Currency of the bid	INR (Bidder should include details of all applicable taxes & duties in their bid. No claim There of will be considered afterwards.)

N.B.- Financial bid or rate should not be reflected in any case in the Technical Bid either through E-mode or in Hard Copy.



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INFORMATION AND INSTRUCTION FOR BIDDER

MMTC Limited (A Govt. of India Enterprise) invites EOI for Part Time Medical Consultants from eligible bidder fulfilling criteria as mentioned in point no. 5 of this EOI documents.

The bidder shall provide an undertaking, duly signed and stamped by its authorized officer, that he has examined and understood the EOI document, including amendments, if any, and agree to abide by to all terms and conditions. In case, if any of the terms of this EOI is not acceptable to bidder, a deviation statement must be submitted along with EOI document otherwise a NIL Deviation letter is to be provided with bid document.

The General Manager, (Medical), MMTC Limited, New Delhi reserves the right to reject any or all offers without assigning any reason thereof. Any clarification may be sought on any issue of the EOI may be taken up with GM-(Medical), MMTC Limited, New Delhi in writing or by e-mail not later than two working days prior to the submission/opening date of the EOI.

The offers should be complete in all respects along with Annexure-1 (Financial bid) and supporting documents.

PROCEDURE & HELP TO SUBMIT EOI

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective EOI along with scanned copy of duly signed and stamped offer on letter head
2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
3. Bidder are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User ID to access e-Procurement portal of MMTC.
4. Bidder are advised to print and save bid submission receipt after submission of bids.



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5. For more details, bidder is requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- Bidder should fulfill any other pre-requisites mentioned in the EOI documents of a specific EOI.
 - Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder itself. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidder is requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-EOI/ e-Auction successfully. However, the bidder is requested not to wait till the last moment to quote its bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED’S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 - For any technical issues/difficulties pertaining to the e-procurement portal bidder is advised to get in touch with the service providers helpdesk.

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



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GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF EOI:

E- Mode :- The bidder shall submit EOI in **E-mode only**. Self certified scanned copies of technical bid documents are required to be furnished through e-mode in the **TECHNICAL BID**. The Financial bid shall also be submitted in the prescribed format in **e-mode only**.

2 EARNEST MONEY DEPOSIT(EMD):- shall be submitted for an amount of Rupees **10,000/ (Rupees Ten Thousands only)** through e-payment gateway integrated. If exempted, please enclose certificate in support of exemption.

The EMD of unsuccessful bidder will be returned and shall not carry any interest/accrued interest, after the award of the contract to the successful bidder.

The EMD/Security Deposit will be forfeited if the bidder –

- Withdraws its bid during the validity period of the bid
- Withdraws from the engagement during period of engagement if selected.
- Do not accept the correction of errors & terms and conditions of engagement
- In case of successful bidder, if the bidder fails to sign/execute the contract/refuses to accept work order.
- The engaged PTMC refuses to take up the job assigned

3. Validity OF BID

- 90 days from the date of opening of EOI.

4. PERFORMANCE/SECURITY DEPOSIT

The EMD deposited by the successful bidder shall be converted into performance/security deposit after issue of engagement order and shall not carry any interest. The performance/security deposit will be returned to successful bidder on their request after completion of all contractual obligations.

5. PHYSICAN (Medical Consultant): SCOPE OF WORK

1. Rendering medical consultancy to MMTC Employees and their dependants.
2. Prescribe medications and suggest life style changes.
3. Respond to Patient questions and health concerns, retain patient records.
4. Check up daily vitals such as BP/Sugar/Weight etc.
5. Assist Medical Committee for finalization of chronic cases and other cases.
6. Advice relating to medical audit queries and treatment under IPD/OPD and provide expert suggestion.
7. Advice on IPD/OPD of prolonged disease cases of the serving/retired employees.
8. Any other medical related assignment that may be entrusted.



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6. QUALIFICATION:

1. The Doctor (Male/Female) must have a qualified minimum MBBS degree from an accredited and government recognized institute/University/Medical Council of India
2. A general Physician in Allopathy
3. Must have at least FIVE years of post qualification experience in the relevant field/specialization.
4. Proof of successful completion of 3-year residency training program
5. Must be above 35 years in age.
6. Valid medical registration/license

7. WORK HOURS & PLACE:

1. **Two hours Daily (Monday to Friday)** between 14:00 hrs 16: 00 hrs at MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi-110003.
2. **Two hours daily (Monday to Friday)** between 17:00 Hrs to 19: Hrs at MMTC Housing Colony, Aurbindo Marg, Malviya Nagar, New Delhi- 110017.
3. MMTC Limited has the right to change the visiting hours time.

8. PHYSIOTHERAPIST-- SCOPE OF WORK

1. Consulting with patients to learn about their physical condition
2. Rendering Physic Therapy consultancy to MMTC Employees and their dependants.
3. Developing treatment plans using a variety of treatment techniques.
4. Administering medically prescribed physical therapy treatments to relieve pain and improve mobility.
5. Advising patients on exercise techniques.
6. Advising patients and their families about in-home treatment options.
7. Providing educational information about injury prevention, ergonomics and ways to promote physical health.

8(A) : QUALIFICATION:

1. The Physiotherapist (Male/Female) must have a qualified minimum BPIT degree from an accredited and government recognized institute/University.
2. Must have at least FIVE years of post qualification experience in the relevant field/specialization.
3. Proof of successful completion of 3-year residency training program
4. Must be above 35 years in age.
5. Valid medical registration/ license
6. Passed National Physical Therapist Examination (NPTE)



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8.(B) WORK HOURS & PLACE:

1. **Two hours Daily (Monday to Friday)** between 14:00 hrs to 16:00 hrs at MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi-110003.
2. **Two hours daily (Monday to Friday)** between 17:00 Hrs to 19:00 Hrs at MMTC Housing Colony, Aurbindo Marg, Malviya Nagar, New Delhi- 110017.
3. MMTC Limited has the right to change the visiting hours time

9. PAYMENT TERMS:

1. Payment will be made once a month based on the number of HOURS visiting by the Physician/Physiotherapist, during the Month.
2. Rs. _____/- per hour will be remuneration. (To be quoted by the respective bidder)
3. Visits will be regulated through our bio-metric system installing our both work places.
4. Payment will be made by Bank Transfer only.
5. Necessary statutory deduction will be made as per the prevailing laws
6. Bidder would not be entitled to any other benefits or allowances as admissible to a regular employee of MMTC Limited.

10. VALIDITY OF THE CONTRACT:

1. The Contract will be valid from the issuance of **engagement letter till 31st March 2025**.
2. However, in order to evaluate the performance and services of the Doctor/Physiotherapist, the Contract will be initially placed on a **Probation for a period of three months** from the date of entering into contract. If the performance is found to be satisfactory, then the contract will be extended for a further period of 24 Months or more as mutual agreed.

11. SELECTION PROCEDURE:

1. Shortlisted bidder may be called for walk in interview. Selection will be based on verification of original certificates and performance in personal interview.
2. No TA/DA would be paid to the bidder for appearing for the interview.



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12. CANCELLATION OF CONTRACT:

If the services of the Doctor/Physiotherapist, is found to be poor or not satisfactory, then MMTC Limited reserves the right to Cancel / Terminate the Contract by serving One Month Notice.

- Any other work, which may be mutually discussed and assigned, before signing of the contract on the same terms and conditions of the agreement.
- MMTC reserves the right to reject part or all the offers without assigning any reason.
- MMTC reserves the right to postpone the date of opening of the EOI or to cancel any/all EOI without giving any reason whatsoever. Any request or deviation from the bidder to postpone or change the date and time will not be considered.
- Nothing under this agreement shall be construed establishing or creating between the parties any relationship of master of Servant or Principal of Agents between MMTC & successful bidder.

13. ELIGIBILITY CRITERIA

- The eligible Bidder must be a legal entity (Copy of Aadhar Card /PAN/ Certificate of Registration, any other statutory documents, etc. must be submitted in support of same.
- The eligible Bidder must have a valid license with validity.
- The eligible Bidder must have professionally managed team having expertise in the respective field.
- The eligible Bidder must give an undertaking that they have not been barred/blacklisted by any Government Department/PSU.
- The eligible shall enclose attested copies of PAN/GST Registration etc. along with bid document.
- All bidding documents must be submitted duly self-certified with stamp and seal of the eligible bidder.



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Upon scrutiny of Technical Bids, Bidder who qualify the eligibility as per technical bid will be considered for opening of price Bid.

- The successful bidder shall be decided based on meeting the eligibility criteria mentioned in this document on basis of lowest charges quoted per bill (excluding statutory taxes etc Statutory taxes etc. are to be shown/specified separately).
- Price quoted shall not be subject to any revision/escalation during the period of contract.
- The successful bidder will be required to enter into a separate contract with MMTC to accept the terms & conditions.

15. DURATION OF CONTRACT

1. The SUCCESSFUL BIDDER should commence the services on the date mutually agreed by both the parties. The tenure of the contract will be for a period of one year which may be extended for another one year on the same rates & conditions for such period as may be agreed to subject to the satisfactory services rendered by the party and on mutual consent.
2. Successful bidder shall abide by rules, regulation and direction of MMTC as communicated from time to time.

16. TERMS OF PAYMENT

- Bills are to be raised on Medical Division, MMTC Ltd., Core No.1, Scope Complex, New Delhi-110003 and payment for admissible bills will be made within 07 working days of receipt of bills in MMTC after deduction of applicable taxes etc.
- In case of any disagreement between MMTC and successful bidder on any part of the bill, such part may be severed from the rest. Payment and admissible part may be processed as per laid down procedure while the disputed part can be dealt as per contractual provision vis-à-vis conciliation, dispute resolution, arbitration as mentioned in this EOI.
- Successful bidder shall submit Bank Account Details i.e. Account Number, Name and Branch of the Bank, IFSC Code etc. enclosing a cancelled cheque of the same Bank Account in the Bidder Registration Form to be provided by MMTC.
- Payment to successful bidder as per offer / award letter may be released through e-payment only.



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If the successful bidder after opening of Price Bids fails to abide by the terms and conditions of this EOI/fails to discharge its liabilities, MMTC shall have the right to Forfeit the EMD/Security Deposit.

- The cost difference between the alternative arrangement and price agreed between MMTC and successful bidder will be recovered from successful bidder alongwith other incidental charges, taxes etc.

18. CONFIDENTIALITY

Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract.

19. TERMINATION

The contract between MMTC Ltd. and the successful bidder can be terminated in the following cases:

- In case of any violation of any terms and conditions of the EOI or unsatisfactory services performed by the Bidder, MMTC solely reserves the right to terminate the Agreement at any point of time without assigning any reasons to the service provider.
- And MMTC shall be entitled to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract or otherwise. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
- By mutual consent by giving one month notice by either of parties to contract if there is any deviation from terms and conditions of the contract , however, if deviation from the terms and conditions is from the successful bidder then the Bidder shall be bound by Risk Purchase Clause mentioned in the agreement..

19. ARBITRATION:

In case the bidder is Govt. Dept/Public Sector Undertaking the following clause will be followed for arbitration:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.



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Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled amicably at first instance. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through arbitration in accordance with the rule of arbitration of the "SCOPE". The award made in pursuance thereof shall be binding on the parties. The law governing the contract shall be Indian Laws. The language of arbitration shall be English. The Venue of arbitration shall be New Delhi only.

20. INDEMNITY CLAUSE:

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 EOI, 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 this agreement.

21. APPLICABLE LAW AND JURISDICTION CLAUSE:

All matters connected with this shall be governed by Indian Laws both substantive and procedural.

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

22 HOLIDAY LISTINGS:

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of successful bidder 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 successful bidder in accordance with the policy in force."



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23 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, acts of God and acts of Government, fires, floods, explosions, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present 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.

24. Fraud Prevention Policy Clause:

1) Commitments of the bidder(s) / contractor(s) / buyer(s) / vender(s): the bidder(s)/contractor(s)/buyer(s)/vender(s) shall be bound to take all measures necessary to prevent fraud and corruption while dealing with MMTCL they agree and undertake to observe the principles/provisions as laid down in "fraud prevention policy" of MMTCL (full text of which is available on MMTCL's website at <http://mmtc.limited.com> during their participation in the EOI process, during the execution of contract and in any other transaction with MMTCL.

a. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTCL's employee(s) 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 EOI process or during the execution of the contract.

b. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not enter with other bidder 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.

c. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not commit or allow any employee of MMTCL to commit any offence under the relevant provisions of IPC/prevention of corruption act; further the bidder(s)/contractor(s) /buyer(s)/vender(s) will not use improperly or allow any employee of MMTCL, for



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purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The bidder(s)/contractor(s)/buyer(s)/vender(s) shall not instigate third person to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.

e. The bidder(s)/ contractor(s)/ buyer(s)/ vender(s) if in possession of any information regarding fraud/ suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

2) Disqualification from EOI process and exclusion from future contracts:

If the bidder(s)/contractor(s)/buyer(s)/ vender(s), before award or during execution has committed a transgression through a violation of "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)/ vender(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/ contractor(s)/ buyer(s)/ vender(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

16 NOTICE :

All notices, requests, demands and other communications under this agreement shall be made in writing only shall be deemed to have been duly given if delivered by hand or is delivered to the registered address of the parties only.



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1	Name of Address of the Medical Consultant	
2	Medical Registration Details	
3	No. of years of Medical Practice	
4	License No. & Date	
5	Specialization	
6	Do you own Hospital/Clinic, If yes mention Name and Address	
7	If you own Hospital/clinic, mentioned no of bed and facilities	
8	No. of staff of the hospital/clinic	
9	If you're a hired part time/visiting doctors, specify name of the hospital/clinic and timings.	
10	Email ID/Contact numbers/ Website, if any.	
11	PAN no issued by Income Tax Authorities/GST number	
12	Banker's details for electronic fund transfer	
13	Who are the major corporate clients of your Hospital/clinic.	
14	Furnish any other information with supporting documents which may help MMTC Limited assessing your professional capabilities.	

Signature_____

(Authorized Signatory)



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Annexure-B

Financial Bid

S. No	Description	Rate in Rs.
1.	REMUNERATION/PER HOUR TO BE CHARGED FOR ASSIGNED SCOPE OF WORK (INCLUSIVE OF APPLICABLE TAXES)	

Total Amount: _____

Amount in words: (Rupees _____ only)

Signature _____

(Authorized Signatory)

