

**MMTC LIMITED, Regional office, MMTC Bhawan, Port Area, Visakhapatnam
530035**

NIT No MMTC/VIZAG/ADMN/GARDEN/2017-18

10th AUGUST 2017

**NOTICE INVITING TENDER FOR MAINTENANCE OF GARDEN AT MMTC
BHAWAN**

MMTC Limited (A Govt. of India Enterprise), Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035, India, Hereinafter called %MMTC+ invites sealed bids in two bids system from reputed & registered organizations/agencies, which have experience in maintenance of Gardens for the office premises at MMTC Bhawan, Port Area, Visakhapatnam.

The Bidder(s)/ Agency(ies) is required to submit the bids in two separate sealed envelopes i.e. one for Technical Bid (**Annexure A**) duly signed and stamped on each page and documents enclosed and the other envelope for Price Bid (**Annexure B**). Both the above two envelopes containing Technical Bid and Price Bid shall be put in another envelope super scribing %Tender No. MMTC/VIZAG/ADMN /GARDEN/2017-18 dtd 10th August 2017+ and put it in the Tender Box placed at the office on or before 1500 Hrs IST 24th August 2017. Bids received after due date and time will not be accepted.

MMTC reserves the right to reject any or all offers received and may cancel the tender at its discretion without assigning any reason thereof.

Bidder(s)/ Agency (ies) must fulfil the following requirements:-

The rates quoted by the Bidder(s) / Agency (ies) in the bids should remain valid for 30 (Thirty) days from the date of opening of the tender. There should not be any indication /mention of rates in the technical bid and if the same is found, the same will be summarily rejected. Hence, the rates quoted must be mentioned in the Price bid only.

The Bidder(s) / Agency (ies) should quote the latest rates as per the Minimum Wages Act of 1948, revised from time to time and as per the Gazette of Andhra Pradesh. The rate of wages and allowances should be in full conformity with the latest rates notified by the AP State Government for the services and other relevant statutory authorities i.e. State/Central. Any bid which is not in such conformity will be summarily rejected.

Bids submitted in the prescribe pro-forma (Annexure B) should be competitive/reasonable. MMTC will not pay any amount other than the amount stipulated except when statutory payments are revised by the government. In such case, proof of relevant notification will be submitted by the Agency for sanctioning of revised claim.

Quote for Service Charge should be fairly reasonable and feasible taking into consideration of TDS deducted, as applicable, and should not be less or equal to the TDS or otherwise the bid may be liable for rejection.

Besides any amount to be quoted at L1 level should not be unreasonable. If found unreasonable, the bid will be rejected without assigning any reason thereof

The Bidder(s) / Agency (ies) shall ensure that payment of wages to the deployed workers is made by the 7th day of every following month and wage slips are issued to the workers. The Bidder / Agency shall make payment to the deployed workers by depositing the payment towards the wages in their bank accounts and submit the copy of bank statement to the office along with the bill for verification.

The successful Bidder / Agency shall execute an agreement with MMTC LTD on the basis of agreed terms & conditions between the parties hereto.

It shall be the responsibility of the persons submitting the bids to carefully read the tender documents and to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC, whose details are as follows:-

S No	Name	Designation	Contact No.	Mobile No.
1	MARRI PRASAD	AGM	0891-2562866	9666411473
2	JK RAO	CH MGR	0891-2562108	9866559936

E-mail: mprasad@mmtclimited.com , jkrao@mmtclimited.com

The Technical bid will be opened on 24th August 2017 at 15:30 Hrs. If the tender opening date happens to be a holiday then the next working day will be the date of opening of tender. The Price bids of technically qualified Bidders / Agency (ies) will only be opened thereafter. The Authorized Representatives of the Bidders / Agency (ies) may witness the process, if desire so.

A) Bidder(s) / Agency(ies) must fulfil the following requirements :-

- 1) The Bidder(s) / Agency(ies) should be registered with the authority empowered to issue the license to carry out such business such as Regional Labour Commissioner (State or Central) with license valid up to the next one year (Attested copy of licence to be enclosed)
- 2) The Agency/Contractor should have experience in maintenance of Gardens at Central/State Govt. Depts./Organizations or Public Sector Undertakings (PSUs) for a minimum period of Three years ending with the financial year 2016-2017 [proof shall be enclosed] . Experience certificate(s) from at least two departments to be enclosed
- 3) Duly attested copies of the latest along with the last two years of Income Tax Returns with PAN No., EPF, ESI and GST registration must be enclosed along with the bid.
- 4) Bidder(s) / Agency (ies) should have an establishment at Visakhapatnam to carry out the said operations. Proof such as office registration certificate and the rental/lease agreement/house tax receipt etc. shall be enclosed.
- 5) Bidder(s) / Agency (ies) shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanour with MMTC or any other PSU/reputed organization in the past, such Bid shall not be entertained.
- 6) The Bidder(s) / Agency(ies) submitting the bid would be deemed to have inspected the office premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 7) The bids should be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/-(Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order/RTGS favouring "MMTC LIMITED" drawn on any Scheduled Bank (other than co-operative bank) payable at Visakhapatnam. The bids without EMD will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful Bidder(s) / Agency (ies) within two weeks. The EMD of the successful Bidder / Agency will be converted into security deposit and will be refunded within one month on expiry of the contract. The details for RTGS payments are as follows:-

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA,OVERSEAS BRANCH,VISAKHAPATNAM	10308090583	SBIN0008974

8) The units registered under Single Point Registration Scheme of NSIC are exempted from payment of EMD under public procurement policy for micro & small enterprises order 2012 vide Gazette Notification dtd 26.3.2012 which has become mandatory wef 01/04/2015

9) Bidder(s) / Agency(ies) should be financially sound and furnish its bank account statements for the latest three (3) months in addition to a certificate from the bank certifying the sound financial status of the Bidder(s) / Agency(ies). Audited balance sheets and Profit & Loss statements for the last three (3) years to be submitted along with bid

11) Bidder(s) / Agency (ies) shall affix their stamp and signature on all the papers submitted, without fail.

12) The Bidder(s) / Agency (ies) shall provide one Gardner with 8 hours duty from morning to evening at MMTC BHAWAN, PORT AREA, VISAKHAPATNAM

- **TERMS AND CONDITIONS:**

1) Bidder / Agency shall arrange for surprise inspection of the premises regularly to ensure that the workers deployed are alert at all time.

2) Bills shall be submitted by the agency before 5th of succeeding calendar month. MMTC will make the payment towards the bills submitted on monthly basis subject to satisfactory performance of the duties assigned. Payment to be made is subject to deduction of tax at source as per rules.

3) The agency shall engage its own personnel to the organization. The agency shall suitably instruct their personnel and ensure that persons posted on duty don't divulge or make known any information on trust, accounts, office matters, transactions or business affairs handled by MMTC to any person/persons/organizations which may be detrimental to or jeopardize the interest of MMTC & they don't involve themselves in any activities which are likely to affect the interests of MMTC office/organization and shall maintain high order of trust and confidence at all times.

4) Bidder / Agency should verify the antecedents of the persons before deployment to MMTC

5) It is specially agreed between parties hereto that there will be no relationship of master and servant between MMTC and Agency or between MMTC and the persons engaged by the Agency. The persons engaged by the Agency will have no right or claim of whatsoever nature against MMTC.

6) The agency shall provide all necessary amenities/liveries to the persons deployed such as safety shoes, raincoats, torch lights, and required tools like crow bar/ spade/gunny bags/canned baskets/containers etc for carrying out the work and the persons will use them while on duty.

7) The Bidder / Agency shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, PF Act, ESI Act, Bonus Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The contractor / agency shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his own level and maintenance of such record as per rules

8) The contractor/agency shall be required to submit a copy of Challan/ abstract/ ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to the contractor towards service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of staff is claimed. The contractor shall ensure that the cheques issued should not be dishonored under any circumstances. They will also arrange to open such EPF/ESI accounts of all the employees deployed by them.

9) Any breach of the compliance of such formalities on more than two occasions during the tenure of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Bidder/ Agency.

10) SECURITY DEPOSIT: The successful Bidder / Agency will be required to submit a Bank Guarantee or by way of FDR pledged in favour of MMTC Limited, for an amount equivalent to two months contract value as Security Deposit, which will be interest-free and valid for a period of 18 months. If contract extends for further One Year period, the validity of Bank Guarantee/FDR will be extended for another 18 months. Bank Guarantee/FDR will be returned after successful completion of the contract, with due adjustment of any dues. The security deposit will be forfeited in case of breach of contract.

11) The successful Bidder / Agency should submit a solvency certificate from any of the nationalised bank for Rs 5(Five) lacs to MMTC Ltd.

12) The Agency shall maintain records as required under various statutes such as Payment of Wages Act, Central/State Labour Acts, Workmen Compensation Act, ESI Act., EPF Act and other similar acts in force for the period of operation of the services of the Agency with MMTC. The Agency shall obtain necessary permissions, license and make necessary deposits as may be required from time to time in this regard at its own cost to the statutory authorities. The Agency shall also forward every month copies of challans along with a statement of proof of deposit of EPF and ESI contributions in respect of the persons engaged by the Agency with MMTC.

13) The persons deployed by the agency shall be physically fit shall have minimum experience in maintenance of gardens shall be conversant with the minimum of Telugu.

14) The Agency shall remove and replace any of the persons on whom MMTC loses confidence and/or considers not suitable for any reason whatsoever and MMTC need not disclose the reason for such contingency.

15) MMTC reserves the right to award the contract to any other Agency or any person or persons or to their employees directly at its discretion in addition to or as replacement to the services of the Agency by giving one month notice without paying any compensation to the Agency.

16) The contractor / Agency shall be fully responsible for any liability arising under the Workmen Compensation Act/ESI Act or for any accident or injury caused to the personnel provided by the Agency and MMTC shall not be responsible for the same. The Agency shall also be responsible for any liability arising under PF act or Contract Labour (Regulation & Abolition) Act 1970 as amended from time to time or any other acts applicable in respect of the personnel provided to MMTC by them. In the event of MMTC is made liable or is made to pay any amount or any such claim or demand made for any reason, MMTC shall be entitled to adjust the same from the bills payable to the

Agency or from any such dues payable by MMTC to the Agency or otherwise, the Agency shall reimburse such amount together with all legal expenses with 18% interest to MMTC. The Agency shall fully indemnify & keep Indemnified MMTC Ltd from the claims of the aforesaid nature.

17) In the event of the Agency committing a default or breach of any of the provisions of the Labour Laws, including the provisions of the Contract Labour Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to MMTC LTD a sum as may be claimed by MMTC.

18) MMTC will not be responsible for any legal dispute between contractor/ Agency and persons deployed by them.

19) MMTC has no obligation/liability to pay any additional amount or compensation for engaging any other employee by the contract/ Agency. Salary and any other liability including EPF and ESIC and all other expenditure connected there to shall be borne by the contractor / Agency and be paid by them.

20) It is the responsibility of the contractor / agency to ensure alternate arrangement, in case the person deployed for the work does not turn up on time or fall sick.

21) In the event of breach of any of the terms or conditions of this Agreement by contractor / Agency, MMTC shall be at liberty to terminate the agreement forthwith without any notice/compensation to the contractor / Agency.

22) Contractor / Agency shall withdraw the persons engaged under the contract on expiry/ termination of the contract.

23) The period of contract shall be initially for a period of one year from 1st Sept 2017 or from the date of signing agreement, whichever is later. MMTC reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for such period to be agreed between the parties.

24) Falsification/suppression of information shall lead to disqualification of the Bidder(s) / Agency (ies) and cancellation of contract even after award of work during the currency of the same.

25) DUTIES OF THE GARDNER:

- a) Watering of plants and grass on daily basis.
- b) Cleaning and trimming the grass and plants as and when required.
- c) Providing manure & fresh soil to the plants and grass once in 6 months for their growth. The cost of soil, manure & pesticides shall be reimbursed @ Rs.1000/- for manure and Rs.1000/- for soil and pesticides on production of bills.
- d) Provide anti-pest treatment/chemical treatment to plants and grass periodically.
- e) Replacement/removal of damaged plants/grass patches, as and when required.

26) Fraud Prevention:

- 1) Commitments of Bidder(s) / Agency (ies): The Bidder(s)/ Agency (ies) 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 (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- (a) The Bidder(s) / Agency (ies) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of 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.
- (b) The Bidder(s) / Agency (ies) shall not enter into with other Bidder(s) / Agency (ies) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, rates, 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) / Agency (ies) shall not commit or allow any persons to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s) / Agency (ies) will not use improperly or allow any employee(s) of MMTC, for purposes 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) / Agency (ies) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder(s) / Agency(ies) 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 tender process and exclusion from future contracts :
If the Bidder(s) / Agency(ies), before award or during execution has committed a transgression through a violation of Clause 26, 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) / Agency(ies) from undertaking any transaction with MMTC and/or declare the Bidder(s) / Agency(ies) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- 3) Damages: If MMTC has disqualified the Bidder / Agency from the tender process prior to the award or during execution according to Clause 26 (2) hereto, MMTC shall be entitled to demand and recover from the Bidder / Agency liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

27) 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.

28) Force Majeure: In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the tender/ contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

29) TERMINATION: Notwithstanding anything contained hereinabove, MMTC has the right to terminate the agreement with the contractor / Agency by giving one month's notice at the address appearing hereinabove.

30) DISPUTE RESOLUTION: The Clarifications/Disputes, if any arising out of or relating to any point(s) or clause(s) of this agreement including interpretation of terms of the agreement shall be resolved through joint discussion of the authorized representative(s) of both the parties. However, the decision(s) of the General Manager, MMTC Limited, Visakhapatnam would be final and binding on both the parties.

31) JURISDICTION: All matters connected with the tender/contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam.

AUTHORIZED SIGNATORY

ANNEXURE A

Bidder/ Agency's profile

SNo	Particulars	Details
1	Name of the Company	
2	Address for correspondence (proof to be enclosed)	
3	Name of the Contact Person, Signing authority	
4	Contact Details: Tel. & Mobile No. : E-mail address : Website:	
5	Current License from RLC	
6	Company/Firm Registration No. (proof to be attached)	
7	PF & ESI Registration Nos.	
8	PAN & GSTIN	
9	EMD details	
10	Work Experience in Govt/Semi. Govt/PSU	
11	Annual Turnover for the last three financial years	
12	Bank details	
13	Solvency Certificate from Bank	
14	Three Years Balance Sheets and IT Returns	
15	Self certification that the Contractor/ Agency has never been blacklisted by any Govt. Organization	
16	Any other document	

Note: Self attested supporting documents are to be attached

Full Name and signature of the Authorized Signatory:

(With seal of the Company)

Designation:

Agency Name:

Date:

Place:

PRICE BID

Ref: TENDER FOR MAINTENANCE OF GARDEN AT MMTC BHAWAN, PORT AREA, VISAKHAPATNAM.

Tender Notification No MMTC/VIZAG/ADMN/GARDEN/2017-18 10 AUGUST 2017

Rate per Person (unskilled) / month (Rate to be quoted as per the Minimum Wages act of 1948 as per the Gazette of Andhra Pradesh State)

S No	Particulars	Rate (Percentage)	Charges per /month
1	Minimum Wages per Person (unskilled) / month (Basic+VDA) as per act		
2	EPF Contribution		
3	ESI Contribution		
4	Gross Wages(1+2+3)		
5	Contractor's Administrative/Service Charges in Percentage(Person/month)		
6	Total of 4+5		
7	CGST		
8	SGST		
9	Total Charges per Person (unskilled) / month(6+7+8)		

Signature of the Bidder/Security Agency with Stamp