



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.

PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

E-TENDER FOR EMPANELMENT OF HOUSEKEEPING SERVICE PROVIDER AT MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (E), MMTC'S OFFICE AT SEEPZ AND 19 RESIDENTIAL FLATS ACROSS MUMBAI.

E-TENDER NO. MMTC/MUM/ADMIN/2019-20/04 DATED 17.05.2019

Closing At 1100 Hrs (IST) on 11.06.2019

MMTC INVITES OFFERS FOR EMPANELMENT OF HOUSEKEEPING SERVICE PROVIDER.

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:

www.mmtclimited.com

&

<http://mmtc.abcprocure.com>

Corporate Office: Core-1, Scope Complex, 7 Institutional Area, Lodhi Road,
New Delhi-110 003 (INDIA)

Phone No. +91 11 24362200, Fax +91 11 24364587

- Start date/time for downloading e-tender document – 22.05.2019 From 1200 Hrs
- Last date/time for downloading e-tender document – 11.06.2019 up to 1100 Hrs
- Due date/time of e-tender submission – 11.06.2019 up to 1100 Hrs
- E-bid opening date/time – 11.06.2019 @ 1130 Hrs
- Pre-bid meeting at MMTC House, BKC, Bandra (E) – 30.05.2019 @1130 Hrs

Appendix

1. Period of appointment: Initially for Two years. Mutually extendable for another one year.
2. EMD: Rs.50,000/- (Rupees Fifty Thousands only). To be submit along with technical bid.
3. Security Deposit: Rs.3,00,000/- (Rupees Three Lakhs only) by successful bidder.
4. Participation Fee (Non Refundable): Rs.1,000/- (Rupee One Thousand only).
Through e-payment (NEFT/Fund Transfer) in Axis
Bank Ltd. BKC, Branch, Bandra (E), Mumbai.
Current Account No.: 230010200004688
IFSC Code: UTIB0000230

NOTICE INVITING E-TENDER FOR EMPANELMENT OF HOUSEKEEPING SERVICE PROVIDER AT MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (E), MMTC'S OFFICE AT SEEPZ AND 19 RESIDENTIAL FLATS ACROSS MUMBAI.

Terms & Conditions of Tender

1. Invitation for Bids

Submission of Bids

Part A: Technical Bid: (electronic form only). The documents to be uploaded in electronic mode. Technical bid - a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure A along with required documents. Procedure/guidelines for E Bidding is given at Annexure F.

Technical bid is to be uploaded on electronic mode by **1100 Hrs IST on 11.06.2019.**

Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on **11.06.2019** latest by 1100 hrs IST. The EMD furnished through electronic mode should reflect into MMTC's bank account before 1100 hrs of **11.06.2019.**

Part B: Price Bid Price Bids are also to be uploaded latest by 1100 hrs IST on **11.06.2019** through electronic mode only as per Annexure B.

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of both the bids, bidders may log on to: website <https://mmtc.abcprocure.com>

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HEREWITH.

PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be **opened at 1130 Hrs. IST on 11.06.2019** at MMTC, Regional office Mumbai and date of opening of price bid will be communicated through email to only those bidders who has been technically qualified.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

GENERAL MANAGER

GENERAL TERMS AND CONDITIONS

EMPANELMENT OF CONTRACTOR FOR HOUSEKEEPING SERVICE PROVIDER AT MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (E), MMTC'S OFFICE AT SEEPZ AND 19 RESIDENTIAL FLATS ACROSS MUMBAI.

Tender No. MMTC/MUM/ADMIN/2019-20/04 DATED 06.05.2019

1. INVITATION FOR BIDS:

MMTC Limited (A Govt. Of India Enterprise), MMTC HOUSE, Plot C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051 invites e-tenders in two bid systems from Mumbai, New Mumbai, Thane district, Palghar district based labour licence holders housekeeping contractors having experience of more than 5 years.

Location and Area to be covered

Sr. No.	Name of the Section/Office/Location.
1	MMTC Limited, MMTC House, Plot No. C-22, E Block, BKC, Bandra (E) Mumbai – 400 051. [Basement, Terrance(periodically), Ground, 2 nd and 3 rd Floors) and area within the boundary wall of the building(periphery)}
2	MMTC SEEPZ Office. Andheri, Mumbai
3.	40 residential flats located at various places in Mumbai. (As per list given in scope of work.)

2. ELIGIBILITY CRITERIA:

- a. E-bidder should have overall turnover of minimum Rs.30 Lakhs (Rupees Thirty Lakhs) in housekeeping services during the last three years i.e. 2016-17, 2017-18 & 2018-19 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
- b. E-bidder should have minimum experience of three years in providing housekeeping services preferably in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested. Also to submit the copies of returns of EPF and ESIC for the last three years.
- c. E-bidder should have executed labour contract in the past and should have got valid licence on the date of submission of the e-tender duly issued by the office of the Dy.labour Commissioner of State of Maharashtra.(copy to be submitted)
- d. E-bidder has to provide EPF No and ESIC No.
- e. E-bidder must submit copies of valid PAN/GSTN along with e-tender.
- f. Copy of Credentials in support of Job contract/Labour contract etc. for executing similar work (provision of miscellaneous services in different sections as per enclosed scope of the work) Govt. Organizations.
- g. Average Annual financial turnover during last 3 years ending 31st March of the previous financial year, should not be less than Rs. 25 Lakhs.
- h. Experience certificate of having successfully completed works during the last 05 years ending last day of month previous to the one should be as follows:-
- i. Any one criteria- Three similar completed works costing not less than amount equal to Rs. 25,00,000/- (Twenty Five Lakhs only) or
- ii. Two similar completed works costing less than amount equal to Rs. 30,00,000/-

(Thirty lakhs)

- iii. One similar completed works costing not less than amount equal to Rs. 50,00,000/- (Fifty Lakhs Only)
 - i. E-bidder has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc.
 - j. E-bidder must deposit e-tender fee (non refundable) of Rs. 1,000/- through e-payment in the account of the MMTC Limited, Mumbai.
 - k. E-bidder should submit financial capability through latest Income Tax annual returns of last 3 years.
 - l. E-bidder shall get himself acquainted with the provision of the Contract Labour Act including payment of Wages Act, 1936, Minimum Wages Act, 1946, Employees Liability Act, Workmen Compensation Act, Employees Provident Fund Act, the rules there under and meet all the statutory liabilities as per labour laws including wages, leave, gratuity, EPF, ESIC etc., as applicable in respect of Contract Labour engaged at MMTC Limited and shall give an undertaking to this effect. Successful e-bidder should be sole responsible for any such notification and keep MMTC in dignified from any consequence thereof.
3. MMTC reserves the right to increase or decrease the number of manpower or duration or both during the contract period as deemed fit.
4. Payment to labours will be made on monthly basis against bill supported by wage/muster roll/copy of statement. The e-bidder should also submit proof of payment EPF/ESIC, etc., of the labourers. The successful firm must submit the copy of online Electronic Challan Receipt (ECR) immediately after next month. The successful e-bidder has to issue every employee UAN and ESIC card, good quality uniform with logo at his own cost and compliance has to be submitted within one month as per labour laws of government of India.
5. A successful e-bidder shall make monthly salary payment to workers in their bank account opened in nationalized bank on or before 10th of every month without fail.
6. A successful e-bidder shall submit non interest bearing Performance Security Deposit (PSD) of Rs. 3,00,000/(Rs. Three lacs only). This PSD will be returned / adjusted at the end of contract period.
7. A successful e-bidder shall furnish list of workers to be detailed on duty on daily basis to gate security in-charge and concerned section duly signed by him for the purpose of daily mustering in and out and attendance in the concerned section.
8. A successful e-bidder has to submit list of workers to be deployed for the work before commencement of the agreement.
9. A successful e-bidder should not change any terms and conditions of contract during the execution of contract without prior permission of the MMTC management
10. Successful e-bidder should not sub-let/sub-contract the main contractual work during the contractual period.
11. E-tender documents can also be downloaded from MMTC websites www.mmtclimited.com and mmtc.abcprocure.com. In case of downloaded Tender Documents the tender fee in the form of Demand Draft/Pay Order for Rs.1000/- (Rupees One Thousand only) in addition to prescribed EMD of Rs.50,000/- (Rupees Fifty thousand only) in favour of 'MMTC LIMITED' payable at 'Mumbai' must be enclosed.
12. Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) made by way of e-payment to MMTC Limited, Mumbai for participation in tender is to be enclosed with the Technical Bid. The EMD of successful e-bidder shall be adjusted against security deposit on award of work.
13. Following documents are required to be enclosed with (TECHNICAL BID) and will be eligibility criteria along with clause no.2.

- a. Proof of valid Licence existing on the date of opening of this tender issued by Dy. Labour Commissioner of State of Maharashtra for deploying labour under Contract Labour Act.
- b. Proof of valid license issued by Labour Commissioner for hiring labour under Labour Control Act.
- c. Satisfactory Experience Certificate issued by the companies for latest three years i.e 2016-17, 2017-18 and 2018-19 and certificate issued for 2018-19 should not be prior to date of issuance of this tender.
- d. Proof of valid registration with statutory authorities for Goods and Service Tax.
- e. Permanent Account Number allotted by Income Tax Department.
- f. Proof of valid registration with Employees Provident Fund (EPF) authority.
- g. Proof of valid registration with ESIC authority.
- h. Copies of annual turnover, balance sheet, P&L a/c, income tax returns, for the last three years viz., 2016-17, 2017-18 and 2018-19 certified by CA and signed & stamped by tenderer.
- i. Professional Tax No.
- j. Registration certificate under NSIC/MSME, if any.
- k. Profile of e-tenderer.
- l. Attested copy of valid certificate under Shop and Establishment Act.
- m. Tender fee (non-refundable) made through e-payment for Rs.1000/- (Rupees One Thousand only) in addition EMD of Rs.50,000/- (Fifty Thousand only) in favour of MMTC Limited payable at Mumbai.
- n. Undertaking as per Annexure-E (on tenderer's letter head)
- o. Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.
- p. The successful e-bidder has to furnish list of equipments (if any) owned by him and the same shall be provide as and when required.
- q. Details of e-payment made towards tender fee and EMD. (if any)
- r. All the technical documents must be signed by C.A. (with stamp and seal)
- s. Undertaking on the letter head specifying that their firm has not been debarred / blacklisted by any organization including MMTC for whatsoever reason.

NOTE: Please note that all the above mentioned documents form part of technical bid. The tender submitted without the requisite EMD and the documents will be rejected.

14. The e-TECHNICAL BID shall be opened on schedule date/ time in MMTC office in presence of the representative of tenderers who wish to be present on the date of opening.
15. Offer should be as per tender specification, any deviation in the offer will be summarily rejected.
16. E-bidder has to provide Police Verification Report of the manpower engaged.
17. GST will be payable as per latest notifications.
18. The minimum wages applicable for labour will be as per notification latest issued by the office of the Dy. Chief Labour Commissioner (Central), Shram Raksha Bhavan, Sion, Mumbai. (copy to be attached) Price variation is applicable as per Government notification. Supply order will be amended on receipt of Notification from Dy. Chief Labour Commissioner.
19. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEM. Further out of 25% target of annual procurement from MSMEs, a sub target of 4% is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. Further, minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation to make it more inclusive.

20. In case the party is registered with Ministry of MSME/its authorized agencies, the e-bidder is required to submit registration certificate. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
21. The e-TECHNICAL BIDS shall be scrutinized/ verified by a Committee in terms of the tender and subsequently the eligible PRICE BIDS shall be opened. The date for opening of price bid will be intimated to the participants through email.
22. The period of this annual maintenance contract shall be two years. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the successful e-bidder in this regard.
23. The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
24. All pages of the offer must be signed and sealed by the tenderers.
25. The e-tenders with any additional conditions/ deviations by the tenderers, whatsoever shall be rejected.
26. The e-tenderer shall quote the rates in English Language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, The rates mentioned in words shall be treated as valid and final.
27. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and such tenders may liable for rejection. The tenderer shall duly attest all cancellations and insertions.
28. The Earnest Money Deposit may be forfeited in the event of:
 - i) If a tenderer withdraws its tender during the period of tender's validity.
 - ii) In case of successful tenderer, if the tenderer fails to commence the work, as required.
29. The Earnest money deposit of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful tenderer shall be retained and converted as part of interest free Security deposit, to be refunded after successful completion of defect liability period.
30. If the successful e-bidder deliberately gives wrong information in his tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/ any other moneys due without prejudice of taking legal resource.
31. The successful e-bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.
32. The tenderer is fully responsible for all execution satisfactorily as per terms & conditions of the contract awarded to him.
33. The successful e-bidder to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their tender/bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the tenderers/ successful e-bidder has satisfied himself on the information and knowledge required before tendering.
34. MMTC do not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.
35. The successful e-bidder must comply with all terms and conditions contained herein.
36. The successful e-bidder must produce police verification certificate of all the workers.
37. The successful e-bidder shall be submitted an Affidavit duly notarized as per Annexure 'C' and enter in to an agreement as per draft Agreement enclosed in Annexure 'D'. The terms and conditions of the e-bid documents shall also form an integral part of the agreement to be entered upon successful bidding of tender

38. The successful e-bidder shall submit non interest bearing performance security deposit through e-mode to the MMTC Limited, Mumbai of Rs.3,00,000/- (Three Lakhs only) for due and satisfactory performance of the contract which shall be valid for a period of _____ to _____. The performance security deposit shall be released to Successful bidder on successful and satisfactorily execution of the said contract. No claim shall be admissible against MMTC in respect of interest on performance security deposit regardless of the time of the release. The performance security deposit can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful bidder. On expiry of the agreement, such portion of the said performance security deposit as may be appropriated for any losses/damages occurred to MMTC.

39. **SIGNING OF TENDER:**

Individual signing the tender or other documents connected with contract 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 contracts 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:

(1) 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.

(2) 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.

(3) 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 contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

40. **CONSEQUENCES OF TERMINATION:**

- i. In the event of termination of the agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract 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 Service(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.

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

41. **RELATIONSHIP BETWEEN THE PARTIES:**

- i. Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Successful e-bidder's team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and successful e-bidder.
- ii. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

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

42. **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 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. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

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

44. **ARBITRATION CLAUSE:**

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 validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.

45. **CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

46. **PUBLICITY:**

The successful e-bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to do so.

47. **INDEMNITY:**

The successful e-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 contract, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, contract, 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 contract and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

48. **CONFIDENTIALITY AND SAFEGUARD OF PROPERTY:**

MMTC and Successful e-bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful e-bidder will take reasonable precautions to safeguard property of the other entrusted to it.

49. **ENTIRE AGREEMENT:**

The terms and conditions laid down in the e-tender 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.

This agreement constitutes the whole of the contract between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

ADDITIONAL TERMS & CONDITIONS:

1. The successful e-bidder shall ensure the regular supervision and control by the successful e-bidder himself or by his supervisor on the workmen deployed by them under due intimation.
2. Water and Power shall be provided by MMTC, free of cost.
3. The successful e-bidder has to depute regular experienced supervisor for proper supervision/execution of work.
4. The successful e-bidder should be fully equipped with the latest cleaning equipments such as auto-scrubber, wet/dry vacuum cleaner, jet pressure wash. The details of the equipment owned by the successful e-bidder should be submitted along with the tender offer.

5. The successful e-bidder shall get the antecedent of its workmen verified by the Police and the certificate to that effect should be submitted before their deployment at MMTC office. The successful e-bidder shall be responsible for local police verification and SEZ Security. The successful e-bidder shall also submit the names, present and permanent residential addresses and two copies of their passport size photographs of its workers to MMTC.
6. The successful e-bidder shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
7. The staff employed by the success e-bidder for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The successful e-bidder shall be bound to change the personnel deployed, if any, if found unsuitable by MMTC and decision of the MMTC in this regard shall be final and binding on the successful e-bidder without any questioning.
8. The successful e-bidder should deploy only those skilled and unskilled labourers who are eligible for deduction of provident fund as per EPF Act,1952 to carry out the day-to-day requirement of maintenance of work, driver for staff car, operation of lift and house-keeping work. The Electrician, Plumber, Carpenter and Lift Operator should be well experienced and should be able to execute the job in very good workmanship manner. The successful e-bidder will adhere to all local laws, Acts, Regulations as laid down by the authorities. The successful e-bidder shall indemnify and keep MMTC indemnify against breach of Acts, Rules, Laws and Regulations and /or non-compliance thereto by its employees. In case of delay in attending/non-attending of complaint due to shortage of labour for or otherwise within the time specified by the Engineer-in-charge and if the work/repair get executed through other agency then the expenditure so incurred plus 10% of the same shall be recovered from the contractor's payment. In case of any dispute, the decision of Regional Authority of MMTC shall be final and binding on the contractor.
9. If during currency of the contract period, wages of labour increases as direct result of coming into force of any fresh legislation, order/notification and such increase become operative and binding after execution of agreement the reimbursement of increase in wages and VDA along with service charges shall be made by MMTC to the extent of actual increase. However, the successful e-bidder shall have to submit documentary proof, account books etc for the verification by the management to substantiate its claim. The successful e-bidder shall immediately intimate the management of such increase in wage/VDA.
10. The successful e-bidder shall be liable to make payment of conveyance to their skilled and unskilled workers as and when visiting MMTC's Seepz Office and MMTC's residential flats. No reimbursement in this regard shall be made at MMTC at any point of time.
11. **QUOTED RATES:**
 - i) Shall include all applicable wages and allowances, etc., to workmen and the supervisors as per the latest notification issued by the Dy. Chief Labour Commissioner (Central) Shram Raksha Bhvan, Sion, Mumbai. (Copy to be attached) Price variation is applicable as per Government notification. Supply order will be amended on receipt of Notification from Dy. Chief Labour Commissioner. ii) The rates include component of Provident Fund, statutory charges/duties, ESI contribution, statutory bonus, etc., excluding applicable tax.

- iii) The quoted prices shall be inclusive of all taxes, duties, work contract tax, etc. if any. TDS and other statutory taxes shall be deducted at source from the monthly bills.
12. **ESCALATION:** It may be noted that the successful e-bidder's service charges shall be firm without any increase during the currency or extended period of the contract. No escalation IN CASE OF HOUSEKEEPING SERVICE PROVIDED IN MMTC HOUSE/SPEEZ/Residential flats on any account shall be permitted after the submission of the tenders and during the currency or extended period of the contract. However, escalation in the wages on account of increase in minimum wages/ grant of increase in dearness allowances declared by Dy. Labour Commissioner of Maharashtra Govt. to the workers is permitted.
13. The successful e-bidder shall issue good quality uniform with logo to his workmen at his own cost. At the time of the execution of the work, the workmen should be in proper uniform.
14. The successful e-bidder shall be responsible for any injury caused to persons 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 tenderer/contractors team or any person engaged by him for any purpose related to the execution of this contract. The successful e-bidder shall indemnify MMTC against all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of above.
15. The Successful e-bidder shall indemnify MMTC under Labour's Compensation Act, Personal Injuries Act, and Insurance Act. etc. and or other Industrial Legislation in force from time to time. The successful e-bidder shall be responsible for any violation/noncompliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard by the tenderer/contractor.
16. During the term of this agreement, Successful e-bidder shall arrange for appropriate insurance policies (ESIC) for its workforce at its own cost.
17. 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 e-bidder and expenditure incurred thereon will be borne entirely by the tenderer/contractor. MMTC shall be kept totally indemnified of any liability whatsoever by the contractor.
18. **PENALTY:** In the event of failure to maintain the housekeeping services on any day as per terms and conditions of this tender in part or in full, the housekeeping service agency shall be liable for payment for damage charges a penal recovery for non-deployment of electrician/carpenter/lift operator/plumber shall be @ Rs. 350/- per day per person and penalty for non-deployment of sweeper/safai karmachari @ Rs. 300/- per day, per person besides proportionate deduction which shall be recovered from monthly bills. IF MMTC finds the agency is misusing the facilities provided by MMTC for the services for other purposes not covered under the contract, MMTC will be free to levy damages which may extend upto Rs.5,000/- per event. This will be in addition to recoveries on account of short deployment of manpower.
19. **PAYMENT TERMS:** The successful e-bidder shall submit his monthly bill latest by 3rd of following month in triplicate along with challans of the EPF/ESIC, Monthly Muster Sheet and Payment Register to the Administration Division. The payment shall be

released through E-payment after necessary deductions of security, prevalent taxes, cess, etc. duly certified by Caretaking Cell/Admin. division. The amount will be released through e-payment system only in the bank account of the successful e -bidder. In turn, a successful e-bidder has to make payment to labours immediately on or before 7th of every month failing which upon written complain from any labour in this regard, contract shall be terminated immediately & damages occurred will be recovered from successful bidder without any prior notice.

20. **COMPLIANCE WITH LABOUR LAWS:** The successful e-bidder is responsible for compliance of the points given below:
- a It shall be the sole liability of the successful e-bidder (including the contracting firm/company) to obtain and to adhere by all necessary licenses/permissions from the concerned authorities as provided under the provisions of the contract Labour (Regulation & Abolition) Act 1970.
 - b If at any given point of time during the contractual period, any licence/permission having limited validity period expires, it will be the sole responsibility of the successful e-bidder/contractor to renew well within the time and in case fails to renew the same, MMTC shall terminate the said contract without giving any notice at its sole discretion and also forfeit EMD and Security Deposit.
 - c The Successful e-bidder shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (R&A) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workman Compensation Act 1923. The Payment of Bonus Act, 1965 and other relevant acts, rules and regulations enforced from time to time. Non observance of the provisions under above shall grant right of termination forthwith.
 - d. The successful e-bidder shall be responsible for required contributions towards PF,ESI or any other statutory payment shall deposit these amounts on or before the prescribed dates. The successful e-bidder shall submit the proof of depositing the employee's and employer's contributions. The successful e-bidder shall also be responsible to pay any administrative / inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of MMTC. Any dispute related to PF, ESIC, Labour Act shall be dealt with by Successful e-bidder entirely at Contractor's risk and costs. All the records shall be maintained by the successful e-bidder and shall produce for inspection to management as and when required. In case management is called upon to make payment on the direction, decree or proceeding of court/criminal court or by statutory authority then management shall have all the rights to recover the said amount in full and shall be authorized to deduct directly from the payment to be made to the successful e-bidder or from forfeiture of security deposit available with MMTC.
 - e. The successful e-bidder shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the following month in workers bank account directly under the intimation to MMTC Limited. The successful e-bidder shall be directly responsible and indemnify the company against all charges, dues, claims, etc. arising out of the disputes relating to the dues of personnel deployed by him. Penalty of Rs.5000/- will be levied on the successful e-bidder in case of complained received from the personnel employed by him for the work of MMTC in respect of less wages paid, bonus is not disbursed, PF is not deposit etc.

f. Income Tax plus duties at the prevailing rate as applicable from time to time shall be deducted from the successful e-bidder's bill.

21. **INSPECTION OF THE WORK:** The work is subject to inspection at all times by the Admn. Incharge or Authorized official of MMTC. The successful e-bidder shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the terms & conditions, specifications of this tender. The successful e-bidder is advised to take the prior approval of all the materials used for this work.

22. The following labour force (No.) shall be deployed by the successful e-bidder daily at site for day-to-day maintenance, housekeeping and other work as per details given below :-

<u>Sl No</u>	<u>Grade</u>	<u>No of Person</u>	<u>Duty hours</u>
1.	Supervisor (Skilled)	1	7.30 AM To 4.30 PM
2.	Lift Operator (Skilled)	1	9.00 AM To 5.00 PM
3.	Electrician (Skilled/Semi-skilled)	1+1	9.00 AM To 5.00 PM
4.	Carpenter (Skilled)	1	9.00 AM To 5.00 PM
5.	Plumber (Skilled)	1	9.00 AM To 5.00 PM
6.	Drivers (Skilled)	2	9.00 AM To 5.00 PM
7.	Record keeper (Skilled)	1	9.30 AM TO 5.30 PM
8.	Sweeper/Safai Karmachari(Unskilled) (including minimum 2 women)	9	7.30 AM To 4.30 PM

Total = 18

The above workman will be deployed as per details given below:

<u>LOCATION</u>	<u>No of Workman</u>
1) MMTC House, BKC	14
2) SEEPZ, Andheri	02
3) NMDC, BKC	01

All the above mentioned workers including supervisor shall make their attendance daily in a register kept by successful e-bidder at Security official, Ground Floor, MMTC House, BKC. Further, in case of any absentee, the successful e-bidder shall make alternative arrangements to ensure that normal maintenance work does not suffer. but, if no alternative arrangement is made by the successful e-bidder, a penal recovery for deploying electrician/carpenter/lift operator/plumber shall be @ Rs. 350/- per day per person and penalty for non-deploying sweeper/safai karmachari @ Rs. 300/- per day, per person shall be made good from contractor's bill (while disbursing the salary to the skilled workers/sweeper(s) the successful e-bidder has to deduct only amount equivalent to number of days absentee of skilled worker/sweeper taking into consideration Basic + Day per day and balance amount shall be borne by the contractor).

23. The Successful e-bidder should submit the printed bill duly signed and sealed pertaining to Annual Maintenance and House Keeping work done during the previous calendar month alongwith the original receipt/certified copy for previous month PF contribution deposited with PF Commissioner for allowing payment of his share and also ESIC challan. The contract should submit three set of the above.

24. **SECURITY DEPOSIT:** Rs. 3,00,000/- (Rupees Three Lacs only) is to be deposited by way of e-payment by the successful e-bidder for due and satisfactory performance of the contract and shall be refunded only after completion of agreement period and on adjustment of dues, if any.
25. **TERMINATION OF CONTRACT:** In the event of successful e-bidder fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract, or contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on contractor. In such eventuality of termination of contract, the liabilities and obligations of successful e-bidder for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.
26. **MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :**
MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of AMC without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of MMTC's such action.
27. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (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 engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any instalment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
“If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.
28. **TERMINATION FOR DEFAULT:**
MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 30 (Thirty) days, sent to the contractor, terminate this contract in whole or in part. Further, MMTC reserves the right to terminate the contract under the following circumstances:
- a) If the contractor fails to meet its contractual obligations within the time period(s) specified in the agreement, or any extension thereof granted by the MMTC Limited pursuant to clause 6 of additional terms & conditions.
 - b) If the contractor, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.

Right to Terminate the Process

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

- a. The successful e-bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- b. If the successful e-bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this TENDER and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay.
- c. In the event of the successful bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in 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 agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- d. MMTC reserves the right to recover any dues payable by the successful e-bidder from any amount outstanding to the credit of the selected bidder/consultancy firm, including bills.

29. **TERMINATION FOR INSOLVENCY-**

MMTC Limited may at any time terminate the agreement by giving *30 days prior* written notice to the successful e-bidder, without giving compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MMTC Limited.

30. **FRAUD PREVENTION POLICY :**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

31. **HOLIDAY LISTING :**

Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an agency an agency *lutatis 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 taken any curative measures with the agency(s) in accordance with the policy in force.

32. The successful e-bidder should not carry out any anti-national activity in the premises.

33. **WORKING HOURS:**

- i. The services are required for six days in a week Monday to Saturday from 7.30 am to 4.30 pm on each working day. The MMTC's office timings are 09.30 am to 05.30 pm.

- ii. Cleanliness will be essence of the agreement.
- iii. The successful e-bidder shall depute not less than 17 workmen (including, drivers, supervisor) however, the above number can be increased or decreased at the discretion of MMTC Ltd., based on requirement. The Plumber, Carpenter, Electrician, drivers, supervisor and Lift Operator will also be present in the office for six days in a week where Sunday and National holiday will be an off.
- iv. Besides the successful e-bidder is required to undertake any kind of housekeeping services which we may require at any point of time in our office premises, etc.
- v. In addition to housekeeping service, the successful e-bidder will provide the labourer in the office as and when required for which payment will be made at minimum wage.

34. **SCOPE OF WORK:**

Basement, Ground floor plus 8 floor at MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra(E) Mumbai 400 051, MMTC premises, terrace (inside and outside, Record room, basement and Seepz office, Andheri.

It shall be the responsibility of the successful e-bidder to ensure the absolute cleanliness in the entire office premises and maintain the premises so hygienic and clean as is required and expected in an organization of international standard. However, we hereunder furnish the work schedule for housekeeping which shall be helpful in ensuring the absolute housekeeping and cleanliness of our premises.

- A. The following jobs are to be carried out daily and completed by 9.00 am positively.
- (i) Sweeping cleaning, mopping of entire floors of office with disinfectant cleaners, including reception, halls, library, conference rooms, meeting rooms, lifts, staircases, railing, extended balconies, canteen.
 - (ii) Cleaning and dusting of all doors and windows furniture, fittings, fixtures, equipments and accessories, office, tables, almirahs, book shelves, chairs, side racks, computers, telephone instruments, plant boxes, cupboards, walls, partition, low high partitions, jambs, grooves, glazed and paneled partitions, glazed panes, recesses, built-in-accessories.
 - (iii) Cleaning of carpets and chairs by vacuum cleaner provided in all the rooms at all floors.
 - (iv) Scrubbing, cleaning and dusting of wash basins, sanitary fittings, glasses, mirrors, etc.
 - (v) Scrubbing the floor with soft scrubber brushes approved cleaning agents and sucking the excess water with sucker attached.
 - (vi) Cleaning and disinfecting of toilets and all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers, etc., Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.
 - (vii) Restock toiletries including liquid hand wash soap, toilet rolls, air freshers, odonol, sanitary/urinal cubes, naphthalene balls in toilet etc, after daily check ups in the morning, afternoon and on call basis during the day time. The toilets should be clean every hour or as & when required.

- (viii) Cleaning and dusting of electrical switch boards, light fixtures, overhead, light fixtures, fans, hot cases, air conditioners, vents, hot plates, photos, notice boards, telephone instruments, photocopies etc.
- (ix) Spray room fresheners in all office area at regular intervals atleast twice a day.
- (x) Cleaning and clearing of wastepaper baskets, dustbins, garbage bins, cob-webs, etc.
- (xi) Upkeep and cleaning of drains provided in pantries/toilets including remove of bottlenecks and upkeep of sewer, removal of chokes from drains and sewer.
- (xii) Disposal of wastes, garbage and rubbish collected by cleaning the area. All the garbage is to be deposited in garbage, truck, coming in the vicinity daily in the morning.
- (xiii) Rearranging / shifting of furniture viz., conference chairs, tables, office, furniture, chairs, sofas, computer etc., from one place to another place in the office premises.
- (xiv) Price variation clause will be applicable on minimum wages as notified by Regional Labour Commissioner from time to time
- (xv) Bonus and service charges should be rounded off to nearest rupee. TDS will be deducted as applicable on gross total before disposing of the bills submitted by the successful e-bidder for payment. TDS is to be deducted as per section 194C of Income Tax Act, Firm has to give certificate from Chattered Accountant for nature of firm and TDS applicable to the firm, other wise 2 percent applicable tax rate u/s 194c from time to time will be charged. Contractors have to ensure that the gross amount quoted should cater for recoveries of statutory levies i.e., ESIC, EPF, Bonus etc. In case the rates quoted by the contractors are such that the payments to the labourer as per requirement of the Minimum Wage Act and other mandatory, statutory levies and legal requirement are not quantum of such payment and recoveries under the extent laws/rules/regulations/government notifications, such tenders shall summarily be rejected.
- (xvi) Driving of office vehicles.

B. The following jobs are to be carried out weekly (On Saturday)

- (i) Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircase and toilets, Scrubbing of all floors and ceramic tiles base.
- (ii) Thorough cleaning of pantries, sinks, exposed areas as well as behind/corner/niches under the furniture and fixtures.
- (iii) Cleaning of sanitary fittings, toilet drain pipes, wash basin drain pipes, etc., with standard cleaning material.
- (iv) Cleaning of all window glasses with glass cleaners.
- (v) Sweeping and Dusting racks of record rooms.

C. Annual maintenance of following 40 flats and MMTC house, Seepz office at Andheri where plumbing, carpentry and electrical work are to be carried out.

Sr.No.	Name of the society	Flats No.s	Area(Sq.ft)
1	Bhaveshwar Sagar-Napensea road		1912
2	Kalpataru CHS-Ghatla Village, Chembur		775
3	Sundaram-3, CHS, Plot No. 217 (part) Malad (East) Mumbai 77	502 503	551 551
4	Gemini Apartment, Divya Park, Malvani Village, Marve Road, Mumbai (East) Mumbai 400 069	201 204 602	774 774 521

5	Cancer Pisces. Divya park, Malwani marg, Haji bapu marg, Malad(E) Mumbai 400 095.	108	511
		109	511
		708	511
		709	511
6	MMTC Apt. Malad East	101	505
		102	505
		103	500
		104	500
		201	500
		202	500
		203	500
		204	500
		301	500
		302	500
		303	500
		304	500
		401	500
		402	500
403	500		
404	500		
7	Rajmayur CHS, 19 th Road Khar, Mumbai	12	710
		16	710
8	Jogeshwari Friends CHS, Jogeshwari (E)		660
9	Kapita Enclave CHS Ltd., Swami Nityananda Marg, Koldori Andheri (E) Mumbai 400 069.	101	600
		201	600
		301	600
		302	600
		401	600
		402	600
10	Ahiya Apartment Chs Ltd., Plot No 53, Junction, 16 th Cross & Main Avenue Road, Santacruz, Mumbai 400 054.	5	985
		7	985
		8	1219
		9	985
Total flats		40	

Carpenter work:

1. Repair and replacement of all fixtures doors, windows as and when need arises
2. Replace of one style one plant to wooden door, chowkhat, netlon etc., and all carpentry work on need basis.

Plumbing Work:

1. Repairs and replacement of the flushing tank along with necessary fittings.
2. Repairing and replacement of bid cock, pillar cock, G.S.Pipe of water supply including cleaning of trap, etc.
3. Prevent leakages to taps and clogging of basins and other related works.
4. After doing plumbing work, plumber should also cover the same with applying current mixtures i.e., the plumber should know same masonry work.

Electrical Work:

1. Checking and maintenance and upkeep of electrical wiring and fixture, replacement of lamps/tube maintain and replacement of main switch, D.B.Isolator replacement of fans, repair of fans, geyser, etc replacement of burnt short circuit wiring.
2. For skill electrician cum supervisor with qualification of Diploma / ITI / NCVT with minimum 3 years of experience shall be deployed, engaged who will supervise and attend the routine work related to electrical and other matter as advise from time to time.
3. For Semi skill/skilled electrician license electricians with minimum two years of experience shall be engaged for attending electrical work at MMTC properties.

Driver:

Should have valid licensed issued by RTA to drive LMV with atleast two years experience in Mumbai and nearby areas.

All tools required for the execution of work shall be provided by the contractor. No extra charges will be paid for it. Other required material shall be provided on need basis.

TECHNICAL BID

Tender No: _____

Price Bid (to be completed by buyer)

Company Name : _____

Registered Address : _____

Registration Number : _____

PAN NO (Enclose copy) : _____

GST No (Enclose Copy) : _____

Name of Partners / Directors: _____

Bidder Type (Foreign/Indian): _____

City Name : _____

Postal code : _____

Company's Establishment Year : _____

Company Nature of Business: _____

Company's Legal Status : _____

Company Category : _____

Contact Person Name : _____

Designation : _____

Date of Birth : _____

Tel. No : _____

Fax No : _____

E-mail address : _____

Mobile : _____

Details of EMD:

D.D/P.O. No. _____ dated _____ for

(Amount in INR) _____

RTGS/NEFT details: _____

Name of Bank & Branch: _____

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co. : _____

Place : _____

Date : _____

PRICE BID

NAME OF THE PARTY:

ADDRESS:

- (2) Successful e-bidder has to comply with the monthly payment as per minimum wage Act (as per Central Govt. revised from time to time for skilled and unskilled workers) along with statutory obligations of DA/PF/ESIC/etc as per applicable rates.
- (3) Successful e-bidder has to pay leave encashment to both skilled and unskilled labour as applicable.
- (4) Successful e-bidder has to pay bonus to all the eligible workers as per The Payment of Bonus Act, 1965.
- (5) All the rates applicable are exclusive all taxes.

Contractor's Service Charge. (in percentage)	
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I/We accept all the terms & conditions mentioned in the tender.

SIGNATURE _____

NAME _____

Name of the Company/Firm _____

Date

Seal of contractor

A F F I D A V I T (Duly notarized)

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE SUCESSFUL E-BIDDER TO MMTC LIMITED ON Rs. 500/- NON JUDICIAL STAMP PAPER FOR COMPLIANCE OF VARIOUS STATUS.

1. That I/We have taken a contract from M/s. MMTC Limited Mumbai (A company incorporated under the Companies Act, 1956) having its Regional Office at MMTC house, C-22, Block E Bandra Kurla Complex, Bandra (E) Mumbai -400 051 and its Registered office at Core-1, Scope Complex, Institutional Area, Lodhi Road, New Delhi 110 003 for doing the annual maintenance of MMTC House, C-22, E-Block, BKC, Bandra (East) Mumbai, MMTC's office at Seepz and 19 flats at various places in Mumbai.
2. That I/We have executed an agreement dated _____ with MMTC Limited for execution of the work as per the terms and conditions specified therein.
3. I/We have gone through the provisions of the Contract labour (Regulations & Abolition) Act, 1970 undertake fulfill and abide by all the requirement of the Act. I undertake to comply with all other laws such as Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act and all other statutes which will be applicable to me or upon my workers/employees.
4. I/We further undertake to keep MMTC fully indemnified against my/our claim that may arise under the aforesaid contract.
5. I/We further undertake that our firm has not debarred/blacklisted by any organization whatever reason thereof.

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from and no part of it is false.

Verified on this _____ day of _____ at Mumbai.

DEPONENT

Identified by me

AGREEMENT

This agreement is made at Mumbai on this _____ day of _____ 2019 between

M/s. MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrative and executors) of ONE PART.

And

M/s. _____ (Proprietor/Company/or partnership firm, having address _____ at _____

_____ hereinafter referred to as "Contractor" at (which expression shall unless repugnant to the context or meaning hereof shall include its Successors, assigns, heirs and executors) of OTHER PART.

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of giving annual maintenance work such as ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC.

AND WHEREAS the said contractor is engaged in this type/nature of work (Housekeeping) and has become successful in Tender No. _____ dated _____ for work related to ANNUAL MAINTENANCE CONTRACT OF MMTC HOUSE, C-22, E-BLOCK, BKC, BANDRA (EAST), MMTC'S OFFICE AT SEEPZ, ANDHERI, AND 19 FLATS AT VARIOUS PLACES IN MUMBAI.

AND WHEREAS MMTC has issued a work order no. _____ dated _____ in favour of contractor herein. The contractor agrees to execute fulfil and discharge the ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC as per the details of tender no. _____ dated _____ for premises known as MMTC House consisting of basement, ground floor plus 8 floor, terrace and common areas/SEEPZ, Andheri (E), 40 flats at various places in Mumbai as mentioned in tender documents and hereinafter agreed to entire satisfaction of MMTC.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of agreement as per said tender terms the contractor shall execute and efficiently handle the housekeeping work as mentioned in the Scope of work(Annexure-A)

and entrusted to contractor in accordance with the specification until it is approved by MMTC for consideration (service charges) of in percentage as price bid is in percentage terms per month (all inclusive).

2. In case the jobs entrusted/assigned to the contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management, the contractor shall be liable to change the same and in default whereof contractor shall compensate to MMTC as per provisions in tender.
3. The contractor shall keep exclusive control over deployment/rotation of workers for execution of work and shall within his exclusive right to issue instructions to his workers in the execution of work without any interference or instructions or intervention whatsoever of the MMTC. MMTC shall not have any control over workers engaged by the contractor nor will any of its officials supervise, dictate to the workers for execution/completion of the job/work.
4. The contractor shall maintain proper accounting.
5. MMTC shall have privity of contract with the contractor only and shall give instructions to it and shall have nothing to do or not concerned with the conditions of employment of the workers as engaged by and working for Contractor.
6. MMTC shall have no say in supervision, discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Contractor.
7. The contractor shall be exclusively responsible/ liable for due observation and implementation of the statutory conditions or requirements of labour laws applicable to it and its workers.
8. It shall not be obligatory on the part of the contractor either to work personally for the execution of the job or be present personally at the premises.
9. The contractor shall be free to work anywhere else or undertake any contract and shall be free to rotate his/her workers provided that he/she will remain responsible to MMTC for the proper and efficient execution of the jobs entrusted to it.
10. In case the contractor or his/her workers are allowed to work at the premises of MMTC, the contractor shall have no right or lien over the premises, articles and the contractor and his/her workers shall have to vacate premises at the instance of MMTC.
11. MMTC shall in no case, be responsible for any Act, Omission or Commission of the workers engaged by Contractor. If any such claim is made against MMTC by any worker or heirs of workmen engaged/employed by the Contractor, which MMTC is obliged to discharged by virtue of any statute or any provision of law and rules, the contractor will be liable to indemnify/reimburse MMTC all the money paid in addition to the expenses incurred by it forthwith notwithstanding any legal recourse open to MMTC.

12. The contractor shall be responsible in respect of the employment or non-employment of the working force engaged by his/her at his/her will. The MMTC shall have no role to play in the said matter. In case any loss is caused to MMTC by the working force of the Contractor, by the deeds or litigation, then the contractor shall have to bear the cost of such litigation along with the consequential liability/penalty etc.
13. The contractor shall submit bills on monthly basis for the work executed in terms of agreed rates as per scheduled attached(annexure-B) as per this contract. MMTC may verify the work and shall clear the bills within seven days of the verification. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the contractor as per terms contained herein.
14. The contractors engage the workers at his/her discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the contractor to maintain the records of the employees employed by it, as required under Law.
15. The contractor shall be under obligation to produce the records pertaining to police verification/clearance of deployed workers before MMTC at the time of accepting the work under this contract. In case any worker is rotated, contractor should submit requisite verification of said worker to MMTC on the very same day.
16. The contractor shall be exclusively responsible to fulfill and observe all the obligations under various labour enactments such as Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act; Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, ESI Act, Employee's Provident Fund and Misc. Provisions Act, Workmens Compensation Act etc. The Contractor shall pay the wages to its workers in the presence of the nominated person by the MMTC and shall furnish certificate to MMTC by 10th of the following month to the effect that he has paid wages (not less than the minimum wages as fixed and/or revised) to its workers and has complied with all statutory requirements pertaining to Employee's Provident Fund and Miscellaneous Provisions Act, Employee's State Insurance Act etc.
17. Interest Free Performance Security Deposit of Rs. 3,00,000/- (Rupees Three lakh only) in the shape of _____ deposited by the contractor is for due and satisfactory performance of the contract and shall be refunded only after satisfactory completion of agreement and Defect Liability Period and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the Contractor.
18. In case any loss is caused to MMTC on account of non-fulfilment of any obligation by contractor then MMTC shall have full right to make adjustment for the said losses from the bills/ performance security deposits payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then contractor shall pay on demand the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the contractor.
19. The duration of this contract is for a period of two years w.e.f. _____ though the parties will have a right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period subject to clause 21 below.

20. The agreement may be terminated even before the stipulated period by either party by giving one month's notice in writing at the address given herein above.
21. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/revoke the agreement by giving one month's notice in writing and the contract shall come to an end. In that case, the liabilities, responsibilities of the contractor for the work done during the existing of this agreement shall not come to an end unless settled with MMTC as per law.
22. The contractor shall be responsible for local police verification and SEZ Authority.
23. The contractor shall submit three sets of their invoice/bills along with challans of the EPF/ESIC Monthly Muster Sheet and Payment Register to the Management for its record from time to time.
24. During the term of this agreement, contractor shall arrange for appropriate insurance policies for its workforce at its own cost. MMTC will not take responsibility under any circumstances for any loss/injury/calamity.
25. In the event of termination of the contract or otherwise, management shall have no liability to regularize/recruit/employ the workmen employed by the contractor nor the workmen are entitled for any benefit enjoyed by the employees of MMTC.
26. All the workers including supervisor shall make their attendance daily in a register kept by contractor at Security office, ground floor of MMTC House, BKC. Further in case of any absentee, the contractor shall make alternative arrangements to ensure that normal maintenance work does not suffer, but if no alternative arrangement is made by the Contractor, a penal recovery for not deploying electrician/carpenter/lift operator/plumber/supervisor will be @ Rs. 350/- per day per person and penalty for non-deployment of sweeper/safai karmachari @ Rs. 300/- per day per person shall be made from Contractor's bill, But while disbursing the salary to these workers, contractor has to deduct only an amount equivalent to number of days absentee of the worker/s taking into consideration per day wages of the respective worker/s and the balance amount of the absentee worker/s deduction for being absence is to be recovered from the service margin of the contractor for the month i.e. For absentee only daily wages to be deducted of worker/s and successful e-bidder has to make payment of balance amount of penal recovery from his service margin of the month. This clearly means that contractor has to make adequate provisions for deployment of required manpower. If he fails in making the arrangement, he will lose a part of service margin to the extent of recovery. Apart from the above, it is mandatory for the contractor to provide required manpower on daily basis. If MMTC finds that contractor is misusing the facilities provided by MMTC for the services for the other purpose not covered under the contract MMTC will be free to levy damages which may extend up to Rs.5000/- per event.
27. **Arbitration Clause** : Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by CMD of MMTC Ltd.. The provisions of Arbitration and Conciliation Act,

1996 shall apply to such arbitration proceedings. The venue of Arbitration shall be at Mumbai.

28. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (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 engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the delivery of any instalment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

“If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

29. **HOLIDAY LISTING :**

Notwithstanding anything contained in this agreement, MMTC’s policy for holiday listing of an agency an agency luttatis 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 taken any curative measures with the agency(s) in accordance with the policy in force.

30. **Amendment, if any to the terms & conditions of this contract shall be in writing duly signed by authorised representative of both the parties.**

IN WITNESS WHEREOF this agreement is executed at Mumbai on.....day of..... 2019.

For M/s _____
Name and Designation of the Signatory.

For M/s. For MMTC Limited, _____
Name and designation of Signatory.

Witnesses :

1)

2)

UNDERTAKING

(Letter for submission with tender on letterhead)

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

Sub.:- Tender for awarding annual maintenance contract of MMTC House, C-22, E-Block, BKC, Bandra(E), Mumbai – 400 051, MMTC's Seepz Office, and 19 residential flats at various places in Mumbai.

Ref. No. MMTC/MUM/ADMIN/2019-20/04 Dated 06.05.2019.

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with them.
2. I/We undertake to execute and complete the work as per tender terms and conditions and the bids submitted by us. We have signed & stamped every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
3. I/We enclose herewith tender fee non-refundable of Rs. 1000/- (Rupees one thousand only) and the Earnest Money Deposit (EMD) of Rs. 50,000/- by e-mode.
4. I/We also undertake to comply with all the labour laws/acts/enactments/modifications including minimum wages act, etc., and to deposit with Provident Funds Authorities and pay ESI Contribution for the workers employed by me/us regular basis and applicable service tax, profession tax etc., I / We will be responsible for proper health of the labourer and injury, if any, caused to the workers while working and for the behaviour and conduct of the workers. I/We certify that no criminal /Income tax / Service tax / black listing case are pending my / our firm/company.
5. My /our offer includes component of applicable minimum wages not below statutory limited as stated in tender to my /our workmen, cost of tools, cleaning materials, provident fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi/levies, bonus, etc., All the statutory payments will be paid by me/us to the concerned authorities on due date and I/We understand that the service tax components shall be reimbursed to me/us with monthly bills on actual basis only on production of documentary proof of deposits with concerned authorities for the previous months.
6. My/Our offer shall be valid of 60 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____
Signature _____
Date _____
Name _____

Address: _____

Seal of contractor.

Guidelines for e-bidders.

Vendor’s Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor’s ID / Profile Activation, Renewal of Vendor’s ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Sumit Kumar (Dedicated Helpdesk for MMTC)	+91 9265562826	sumit.kumar@eptl.in
Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

- 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.
- The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing etendering/e-auction portal of MMTC.
- For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED’S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
- Bidders shall be advised to print and save bid submission receipt on submission of bids.
- The bidder shall submit the tender in two bid system through e-mode only. PART – 1 shall be -TECHNICAL BID, PART – II shall be PRICE BID.

