



MMTC LIMITED

(A Government of India Enterprise)

NIC Building , 4<sup>th</sup> Floor 8 India Exchange Place, Kolkata-700 001

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CIN: L51909DL1963GOI004033

**Subject: TENDER FOR PEST/ RODENT CONTROL SERVICES**

Ref. No. MMTC/Kol/Admn/PEST CONTROL/2019-20/02

Dated : 20.12.2019

**Sub: TENDER FOR APPOINTMENT OF PEST/ RODENT CONTROL SERVICES AT KOLKATA**

MMTC Limited, A Government of India Enterprise, Regional Office, NIC Building, (4th Floor), 8, India Exchange Place, Kolkata 700 001 ( hereinafter called the MMTC) invites sealed offers in two bid system for **PEST/ RODENT CONTROL SERVICES AT** Kolkata.

The bidder(s) are required to submit their sealed tender latest by 14:30 Hrs on 10.01.2020 to the **DEPUTY GENERAL MANAGER (Law)/P&A, MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**. The offer is required to be submitted in two separate sealed envelopes i.e. one for "Technical Bid" and the other for "Price Bid". The **Technical Bid** will be **opened on 10.01.2020 at 15:00 Hrs** and the **"Price Bids" of only the technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

**A. Mode of Submission**

The bids are to be submitted in following manner:

- a. **Technical Bid: As per Annexure I and Annexure II (To be completely filled up and documents attached)**
- b. **Price Bid: In Price Bid format as per Annexure- III**

**The 'Technical Bid' and the 'Price Bid' must be placed inside 2(Two) separate sealed envelopes as follows:**

First Envelop superscribing **"Technical Bid: Tender No. MMTC/Kol/Admn/PEST CONTROL/2019-20/02 Dated : 20.12.2019"**

Second Envelop superscribing **"Price Bid: Tender No. MMTC/Kol/Admn/PEST CONTROL/2019-20/02 Dated : 20.12.2019"**

Both the above two separate envelopes containing the 'Technical Bid' and 'Price Bid' **shall be put in another sealed envelop superscribing MMTC/Kol/Admn/PEST CONTROL/2019-20/02 Dated : 20.12.2019".**

## **B. Eligibility Criteria**

The bidders are required to submit technical bid enclosing therewith photocopy duly signed and stamped of following documents :

- a. Copy of GST Certificate
- b. Copy of PAN Card
- c. Proof of last two years experience for Pest/Rodent control services.
- d. The tender should be accompanied by interest free Earnest Money Deposit (EMD) of Rs.5,000/-(Rupees Five Thousand only) in the form of a crossed Demand Draft/Pay Order in favour of "MMTC Limited" drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata. Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within one month from the date of awarding the tender.
- e. Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU.
- f. Copy of Trade License showing an office at Kolkata to carry out the said operation.

## **C. SCOPE OF WORK & RESPONSIBILITY**

Work covered in this tender document is detailed herein below. However, bidder shall be responsible to complete the work in all respects and in doing so provide/supply all facilities to undertake monthly Services of Pest , Rodent and Allied Services at our Office Building i.e MMTC Limited, NIC Building, (4th Floor), 8, India Exchange Place, Kolkata 700 001 (10875 Sqft) and five (5) flats in 7B, Allenby Road (4856 Sqft) , complying the following the general norms outlined below:-

- a) The quality of the material to be used by the bidder for pest/ rodent control must be such that it does not in any way affect the health or well-being of the bidder's own persons who do the servicing/ spraying, MMTC employees, associates and other who are present in the services/ sprayed area. There should not be any adverse effect on the environment or the public at large also. All liabilities, if any, due to any eventuality would be with the bidder. MMTC would have no liabilities including regarding statutory matters in this regard.
- b) Supply of all material for the job and servicing of same, ensuring health and safety of all who are working at the establishment while the controlled spraying is done is the responsibility of the bidder. MMTC would have no liabilities in this regard.

- c) Spraying/ servicing are to be done at times so that there is minimum human interference during such activities. This would be strictly as per permission to be obtained MMTC. Work should be carried out on off-days/ late hours (without any additional expenditure) in office buildings.
- d) The person(s) engaged by the bidder are his own workmen. The bidder will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.
- e) The bidder will have to submit a list of personnel(s) to MMTC. All persons engaged by the bidder should have necessary photo identity cards issued by the bidder.
- f) Completion of all jobs would need to be marked on the job-card and countersigned immediately by MMTC representative after completion of the job. Copy of such would be submitted with the bills.
- h) MMTC reserves the right to advise change of material in case same is not found effective in control of the pest/insects. This would be binding on party without any increase in rates. Company also reserves right to ask for repeat service at no extra cost if the procedure is not found to yield results.
- i) Ensure adherence to all safety norms. The above list is illustrative and not exhaustive, and the bidder will arrange for necessary operations as and when required and as instructed by the MMTC officials.
- j) MMTC reserves the right to accept/reject any or all the offers submitted against this tender in whole or in part without any notice or without assigning any reason thereof.
- k) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.

**D. RATE :** The rates should be quoted as per Price Bid format only as at Annexure-III. However, GST (if applicable) shall be paid by MMTC extra at the prevailing rate.

**E. VALIDITY OF OFFER :**

Offer should be valid for 30 days for acceptance by MMTC from the due date of submission of the Tender. Rate quoted shall remain firm during the contract period and for extended period if mutually agreed upon.

**F. COMPLIANCES:**

The services as and when required would be done by persons authorized with permit by the bidder for carrying out the servicing/ spraying job. Such persons should be covered under ESI and shall be provided with all required safety equipments including suitable masks, gloves and have sufficient training/ instruction for the job by the bidder. All statutory and other obligations regarding such persons would be with the bidder. MMTC reserves the right to make statutory deductions from bills if required by the law of the land. It shall be responsibility of the bidder to ensure that he conforms to the various provisions of statutory Acts wherever applicable in respect of contract labour to be

engaged by him. Bidder shall also indemnify MMTC against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property whatsoever, arising out of the execution of the work/carrying out of the contract. The bidder shall also indemnify MMTC against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts.

#### **G. LABOUR LAWS AND REGULATIONS -**

(i) The Bidder shall strictly abide by all statutory rules and regulations, which are and shall be in force during the execution of the work in respect of employment of labour and shall fully comply with the provisions of payment of Wages Act.

(ii) The Bidder shall also arrange to provide all amenities to the workmen employed by him as provided under law.

#### **H. THIRD PARTY RISKS -**

The Bidder shall indemnify MMTC against all claims, demands, proceedings, damages, costs, compensations, charges, expenses, which may arise out of or in consequence to any action direct or indirect, or incidental thereto by the Bidder or his employee(s), workmen, agent and associates.

#### **I. Payment Terms:**

Payment will be made within 15 [Fifteen] days from the date of submission of monthly bills along with proof of pest/rodent control services i.e copy of service card countersigned by authorized MMTC officials after conducting the required services for preceding month. Payments shall be made by MMTC to the successful bidder through e-payment only.

#### **J. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1) as per the "Price Bid" by taking cumulative charges. MMTC reserves the right to award full or part of the work to L1 bidder. The successful bidder shall enter into a contract with MMTC.

#### **K. Tenure of the Contract:**

The contract will be initially valid for a period of Two years from the date of signing of contract and may be extended for further periods on mutual consent in writing. MMTC has the right to amend the contract with mutual consent of both the parties.

#### **L. Termination clause:**

MMTC shall have the right to terminate the contract without any notice in case bidder fails to perform its obligations as per the contract. MMTC may appoint other Service Provider at the costs and risks of bidder and EMD shall be forfeited.

#### **M. FRAUD PREVENTION POLICY:**

The bidder shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others(working in MMTC) to indulge in

fraudulent activities and they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealments 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.

**N.FORCE MAJEURE:**

Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than fifteen days(15days) either party shall have the right to refuse fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract. A certificate issued by the respective chambers of commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

**O.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 dealing or take any curative measures with the agency(s) in accordance with the policy in force.

**P.ARBITRATION.**

i) All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and amendments thereof. The venue of the arbitration shall be at Kolkata, the award made in pursuance thereof shall be binding to the parties. Only the courts in Kolkata will have the jurisdiction under this contract.

ii) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

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**Deputy General Manager (Law)/P&A**

## TECHNICAL BID

## 'PART-1'

Mandatory Information of Bidder

Company Name	:	
Company's Legal Status (i.e. whether a Company, Partnership Firm, Proprietorship, etc.)	:	
Registration Number	:	
Registered Address	:	
Name of Proprietor/Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
GSTIN Registration Number (Self attested copy to be enclosed)	:	
Income Tax Permanent Account Number (Self attested copy to be enclosed)	:	
Name and address of Bankers	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	
Fax	:	

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

Name

Designation

**TECHNICAL BID**

**'PART-2'**

1. A copy of the tender documents shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
2. Copy of GST Certificate
3. Copy of PAN Card
4. Proof of last two years experience for Pest/Rodent control services
5. The tender should be accompanied by interest free Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five Thousand only) in the form of a crossed Demand Draft/Pay Order in favour of "MMTC Limited" drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata.
6. Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU.
7. Copy of Trade License showing an office at Kolkata to carry out the said operation.

**ANNEXURE-II**

**Sub: Letter of Authorisation**

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri \_\_\_\_\_ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us to carry on the business of the firm/company, whether any intimation of such courier service provider is given to the General Manager, MMTC Kolkata or not.

The specimen signature of Shri ..... is given below:-

1. Name:
2. Signatue:

Yours faithfully,

(SIGNATURE OF BIDDER)

With official stamp



ON LETTER HEAD

**TENDER FOR PEST/ RODENT CONTROL SERVICES****PRICE BID**

Ref. No. MMTC/Kol/Admn/PEST CONTROL/2019-20/02

Dated : 20.12.2019

Sl.No	Description	Charges per month
1	Cost of Services for Monthly Pest Control services for entire MMTC office Premises (10875 Sqft) at Regional Office, NIC Building, (4th Floor), 8, India Exchange Place, Kolkata 700 001- for protection against mosquitoes, rodent crawling/ flying insects and such other insects as affect in the area.	
2	Cost of Services for Monthly Pest Control services at five (5) flats in 7B, Allenby Road (4856 Sqft) - for protection against mosquitoes, rodent crawling/ flying insects and such other insects as affect in the area.	
3	GST Rate (If applicable)	
	Total	

(SIGNATURE OF BIDDER)

With official stamp