



MMTC Limited
7th floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar – 751007,
Telephone No.0674-2543331, mmtcbsr@mmtclimited.com
CIN NO: L51909DL1963GOI004033

E-Tender No. **MMTC/BBSR/ADMIN/MHK/22-23/02**

Dated : **24/06/2022**

NOTICE INVITING TENDER

MMTC Limited, a company registered under Companies Act, 1956 having its Sub.Regional Office at Alok Bharati Complex, 7th floor, Sahidnagar, Bhubaneswar, Odisha – 751007 and Regd./Corporate Office at Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003; hereinafter after referred to as “**MMTC**” **invites e-bid in Techno-Commercial format for**

HIRING OF MANPOWER FOR Skilled Electrician / pump operator, Security Guard Without gunman (semit-skilled), Sweeper/cleaner (un-skilled)

At

MMTC HOUSING COMPLEX, MADHUBAN, PARADEEP - 754142.

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SECTION - I
TENDER DETAILS

The Bidders are required to submit their bids electronically as per following schedule:

S.No	Particulars	Details
1	Tender No.	MMTC/BBSR/ADMIN/MHK/22-23/02
2	Cost of tender document	NIL
4	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rs. Twenty Thousand only) in favor of 'MMTCLimited. No Interest shall be paid on EMD.
5	Bid Submission Date Starts from	24.06.2022, 09:30 Hrs.
6	Last Date and Time of submission of tender	Up to 14:00 hrs On 15.07.2022
7	Date and Time of Opening of Tender	14:30 hrs. On 15.07.2022
8	Period of work	Effective Date 1 st July,2022 Two years from the effective date
9	Interest free Security Deposit	Rs.50,000/- (Rupees F i f t y T h o u s a n d only) including ofEMD (interest free)
10	Defect liability period	3 (three) months from the date of completion
11	Contact Person for Further Communication	Shri D.K.Mohaptra, M a n a g e r (Admin.), MMTC Limited, 7 th Floor, Alok Bharati Complex, Sahidnagar, Bhubaneswar 751007.

SITE OF WORK : shall generally consist of works in MMTC Housing Complex, Madhuban, Paradeep.

PERIOD OF CONTRACT : The period of this contract shall be for **2 [Two] year, effective date from 01st July,2022**. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period / extended contract period.

EARNEST MONEY DEPOSIT (EMD) (non interest bearing)

Bid shall be accompanied by an EMD of Rs.20000/-. The EMD payment shall be made by the bidders through the SBI payment gateway which is integrated with our e-portal.

EMD amount has to be received by MMTC latest by 14.00 Hrs IST on 15.07.2022.

The Earnest money may be forfeited in the event of:

- a. If a bidder withdraws its tender during the period of tenders validity.
- b. In the case of successful bidder, if the bidder fails to commence the work as required.

The Earnest money of unsuccessful bidders shall be returned within reasonable time without any interest. The EMD of successful Bidder shall be retained as Interest free Security to be refunded only after submission of the security deposit / after successful completion of defect liability period.

Exemption from submission of EMD :

Parties as per MSME act, 2006 registered parties. The certificate shall be valid on the date of tender opening and must cover the service to be rendered.

SECTION - II

1. General Terms and Conditions :

E-tenders in two bid system are invited on behalf of **MMTC Limited**, Bhubanewar Office, from **experienced** contractors (last three years continuously) who have successfully completed annual maintenance of WORKS UNDER subject of any PSUs/ Banks/Railways /Govt. Departments/ Govt. Institutions/ reputed Public or Private organizations, having turnover of not less than Rs 10 lakhs (Rupees Ten lakhs) every year.

a) E-Tender documents is available on MMTC website (www.mmtclimited.gov.in & <http://eprocure.gov.in> & <https://mmtc.abcprocure.com>).

b) Decision of MMTC Limited will be final and binding on the bidders. MMTC Limited reserves all the rights to be accept or reject any/all quotations without assign any reason/s whatsoever and the decision of MMTC shall be final and binding.

c) Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

The TECHNICAL BID shall be scrutinized/verified by MMTC in terms of the tender and subsequently the eligible Price Bid shall be opened.

d) The Tender should remain valid for a period of 30 (thirty) days .

e) Tenders with any conditions/deviations, whatsoever, shall be summarily rejected.

f) Bidders are advised to visit the work site/ MMTC Sub. Regional Office, Paradip, before quoting the tender to acquaint themselves with requirement of site and quantum of work, facilities available to understand the tender requirement fully before submission of their tender. No claim shall be entertained later on grounds of lack of knowledge. It is understood that the bidders/contractor has satisfied himself of the information and knowledge required before tendering.

g) MMTC do not bind themselves to accept the lowest Tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reason/s whatsoever.

h) MMTC reserves the right to revise or alter the scope of work before acceptance of any bid.

i) The bidder shall duly attest all cancellations and insertions.

j) Technical Bid shall be accompanied by an EMD. Proof of EMD payment document is required to be uploaded with the Technical Bid, without the requisite EMD shall be summarily rejected.

k) The bidder 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, rates mentioned in words shall be treated as valid.

l) If the 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 money due.

m) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the bidder who resorts to canvassing are liable to be rejected.

n) Should a bidder or contractor or in the case of a firm or Company of Contracts / on or more of its Partners / Share-holders / Directors have a relation or relations employed in MMTC, the authority inviting the tender shall be informed to the fact along with the offer, failing which MMTC may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

o) The successful tender shall not sub-let the part or complete work without written permission of MMTC. The bidder is fully responsible to MMTC for the work if awarded to him.

p) Deviations, whatsoever, to the tender conditions shall not be accepted.

q) The term MMTC Ltd would mean MMTC Limited, Sub.Regional Office, Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-7 (which term shall, unless excluded by or repugnant to the subject or context include its successors and permitted assignees).

'CONTRACTOR' shall mean the individual, firm or company who enters into contract with MMTC and shall include their executors, administrators, successors and permitted assigns.

r) 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the NIT, Tender documents, negotiation letter, award letter agreement, the accepted rates, bill of quantities, terms and conditions / specification of tender/contract.

COMPLETION TIME shall mean the period by date specified in the Letter of Award / tender document.

s) In case of dispute the Competent Court jurisdiction shall be Bhubaneswar.

t) The Contractor shall furnish to the MMTC, the name, designation and address of his supervisor/agent and all complaints, notices, communication and references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

u) The Contractor shall take instructions from time to time and liaison with In-charge of Administration Division, RO, Bhubaneswar as required for day to day work at MMTC Office, SRO, Paradip.

- v) The contractor shall furnish necessary documents in respect of identity cards/proof of all the personnel to be engaged for the above said work. He will also provide a complete list of workers / staffs to be deployed including their names, father's name, local address, permanent home address to MMTC. Any change in the list regarding deployment of Labourers be immediately informed to MMTC with all the above details.
- w) In case of non-completion or delay in completion of the assigned work or non removal of defects in time, MMTC shall be free to appoint another agency to get the job done at the contractor's risk and cost.
- x) Timely completion of the assigned work is the essence of the contract. Delay in execution may attract penalty as decided by MMTC subject to maximum 0.5% of monthly gross bill.
- y) It is expressly understood and agreed to between the parties to this tender that the persons deployed by the contractor periodically for the above work shall be employees of the contractor for all intents and purposes and in no case shall claim as employee of MMTC.

2. **Eligibility Criteria**

- 2.1 The bidder firm must be registered in India.
- 2.2 The bidder should have an office in Odisha with SGST.
- 2.3 All pages of the blank tender documents must be signed by the bidder with their official seal/stamp as proof of acceptance of all terms & conditions and need to be uploaded.
- 2.4 The bidder should have Income Tax PAN. Copy to be uploaded, else rejected.
- 2.5 The bidder should have a valid GST registered number. Last 2 months GST Return Copy along with GST Registration Certificate to be uploaded.
- 2.6 The bidder should upload Valid EPF and ESI Registered number issued by Govt. and also upload last 2 months ESR.
- 2.7 Proof of EMD payment document is uploaded with the Technical Bid
- 2.8 Bidder should have at least total 30 manpower is deployed in different organization in Odisha.
- 2.9 Staff strength (which includes nos. of High-skilled / Skilled / Clerical / Semi-Skilled / Unskilled Supervisory / Unskilled registered under ESI & EPF contribution along with documentary evidence, tools and tackles/ equipment etc. of the bidder to be uploaded.
- 2.10 Bidder should have over 3 customers in any Government Department/PSU / reputed Public or Private organization within Odisha with at least total 15 manpower deployed in one organization at present. Supporting documents need to be uploaded. **Details to be uploaded as FORM A3.**
- 2.11 Bidder should have at least Two(2) Work(s) Order in the immediately preceding (2) two years (2019- 20, 2020-21) with CPWD/PSUs/Banks/ Railways/ Govt. Depts./ Govt. institutions/ reputed Public or Private Organizations etc. Out of the Three (3) Work orders for each year at least one work order is presently valid & atleast one Satisfactory performance certificate/completion certificate should pertain to Government of India/State Government/Public sector Undertakings (PSU) should be attached / submitted. All the documents uploaded with the Technical Bid.
- 2.12 Bidder should not currently have been black listed by any Government Department/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.
- 2.13 Bidder should be financially sound i.e., it must have made profits in the immediately preceding (2) two financial years (2019-20, 2020-21) Audited annual accounts copy Uploaded.
Details of Bank account for e-payment – Cancel Cheque uploaded
In order to avail the exemption from payment of EMD the Micro and Small Scale Enterprises the valid certificate of registration is uploaded
- 2.14 Bidder should duly filled-in Form - A1, Form - A2, Form - A3, Form - A4 , ANNEXURE - I, ANNEXURE - II, ANNEXURE - III, along with supporting documents technical and price bids are to be submitted separately through electronic mode . Otherwise it will be rejected.
- 2.15 Tender documents to be submitted only through on-line. Any physical tender documents including through email also / EMD physically (DD/ Banker's cheque, etc.) submitted by the vendor will not be accepted.

Supporting document (s) of all to be enclosed for above or else bids are liable to be rejected.

3. **Technical Evaluation Criterion**

The Bidder should fulfill the all the criterion laid out in Eligibility Criterion.

The Bidder should submit documentary evidence in respect of all the points specified in Eligibility Criteria and also in respect of the documents to be enclosed with the Technical Bid.

4. **Submission of E-bids :**

The Bids are to be submitted in Electronic form only and the complete set of bid documents along with Annexures A are to be uploaded in electronic mode. Tender documents & Annexures duly stamped & signed as a token of acceptance of all terms and conditions of the tender is to be uploaded along with required documents.

Procedure/guidelines for E Bidding is given at PART-I. Bidders may log on to: website <https://mmtc.abcpocure.com>

The E-bid is to be uploaded on electronic mode latest by 14:00 Hrs IST on 15.07.2022.

The EMD payment shall be made by the bidders through the Online SBI payment gateway which is integrated with our e-portal in MMTC account on or before tender closing date i.e.,15.07.2022 latest by 14:00 hrs IST and received by MMTC.

5. **SUCCESSFUL BIDDER :**

The Commercial bid of technically qualified bidders whose bid is reasonable / lowest shall be considered as successful bidder and the contract shall be awarded to the successful bidder accordingly.

The successful bidder will have to enter into a written AGREEMENT with MMTC within 7(seven) days of issue of award letter of the work. The bidder must comply with all terms and conditions of said AGREEMENT

6. **ARBITRATION :**

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 the Regional Head, S.R.O. Bhubaneswar of MMTC whose decision shall be final and binding on the parties hereto. The provisions of Arbitration & Conciliation Act.-1996 as amended upto date, shall apply to such arbitration proceedings.

The venue of Arbitration shall be at Bhubaneswar.

7. **TERMINATION OF CONTRACT :**

In the event Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any orders given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract , or shall contravene the provisions of the contract , the MMTC may give notice in writing to the contractor calling upon him to make good the failure , neglect or contravention compliance of within such time as may be deemed reasonable not exceeding 15 days and in default of the compliance with the said notice , the MMTC without prejudice to its right under contract, may rescind or cancel the contract holding the Contractor liable for the damages that MMTC shall consider reasonable . MMTC shall have the option and be at liberty to take the work in part out of the contractor's hand and may complete the work envisaged in the contract either departmentally or may re-contract at a minimum possible price available or / and arranged the site / locality with any other person / agency at the risk and cost of contractor and the amount so incurred shall be recoverable from his dues for this work or any other work done by him or from the security deposit with MMTC.

8. **DISCLAIMER**

The information contained in the Request for Proposal (RFP) document provided to BIDDERS on behalf of MMTC is being provided to all interested BIDDERS on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide BIDDERS with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information BIDDERS may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each BIDDER. Each BIDDER should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

MMTC reserves the right to accept or reject any bid, and to annul the tender process and reject all bid, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm(s) on the grounds of MMTC's said action.

9. Fraud Prevention Policy :

Commitments of the BIDDER(s) / Contractor(s) / Buyer(s) / Vender(s):

The BIDDER(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

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

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

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

The BIDDER(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

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

Damages : If MMTC has disqualified the BIDDER(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

10. Holiday- Listing Clause:

"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 Page 6 of 20 the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force."

11. Public Procurement Policy

for Micro and Small Enterprises(MSEs) order,2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner(MSME) shall also be part of this tender and agreement subsequently.

12. SECURITY DEPOSIT:

Rs. 50,000/- (Rupees Fifty Thousand only) including the EMD (interest free) of contract value shall be retained as Security Deposit from the monthly bill and the same is to be released after successful expiry of 'Defect Liability Period' of three months from the completion date recorded by MMTC. Security Deposit shall be returned only after completion of the agreement after deduction of all charges, if any, due from them.

SECTION – III
SCOPE OF THE WORK

13. **The brief scope of work shall be generally as given hereunder:-**
- a. To carry out the preventive maintenance of all electrical installation inside the MMTC Housing Complex and shall ensure that work of the office & Colony do not suffer any way due to failure of electrical installations. On every Sunday, the contractor / Agency shall also ensure dusting and cleaning of all electrical fittings and equipments. The Contractor / Agency shall engage qualified & experienced Electrician having valid 'B' grade wireman electrical Certificate in the MMTC Housing Complex to attend any type of electrical problems at any point of time. Besides the above, the Contractor/Agency shall ensure operation of water supply pumps twice in a day i.e. morning and afternoon or as and when required. The expenses towards purchase of electrical appliances/pump operation appliances shall be borne by MMTC.
 - b. The contractor/agency shall provide the requisite manpower , machinery and tools tackle to maintain daily cleanliness of the MMTC Housing Complex, Madhuban, Paradeep. Cleaning and sweeping of the common areas of each block, cleaning and sweeping of the roads of the Colony, cleaning of drainage systems, collection of garbage from each staff quarters, cleaning and sweeping of the office complex including office and dormitory toilets before office hour etc. are to be ensured/ done every day by the contractor/agency. Sanitary chemicals shall be provided by MMTC for the said purpose. The contractor/agency shall also ensure cleaning roof top / chhajja of the 48 quarters periodically.
 - c. The contractor/agency shall provide the requisite man power, machineries and tools to maintain daily cleanliness of the MMTC Housing Complex.
 - d. The Contractor/Agency shall provide trained Security guard and blow whistle during night for watch and wards services in the MMTC Housing Complex, Madhuban, Paradeep. The Security Guard engaged by the contractor/agency should maintain register of visitors entering into the premises and timing of their exit. The Register so maintained to be produced as and when required by the authorized MMTC officials for verification. The contractor/agency shall provide proper uniform and all the protective equipments to their security guards to be deployed for the said job.
 - e. The Contractor /Agency shall provide the requisite manpower to perform 8 hours duty each day and 6 (six) days in a week excluding Sunday and national holidays and other gazetted holidays. The working hours for sweeper/ cleaners shall be 8 AM to 4 PM .For security Guard from 10 PM to 06AM & for Electrician cum pump operator normally from 8AM to 4 PM but as per necessity
 - f. The Contractor/Agency must employ adult personnel and shall provide standard and clean 2(two) pair liveries(summer/winter)and protective equipments as required by the nature of duty they perform to its employees with their photo identity card to be properly displayed during duty time.

- g. The contractor must provide wage slips, UAN / EPF Number and ESI card duly activated to all the deployed manpower at client's office with copy to the client.
- h. The work shall be carried out in workmen like manner and the workers of contractor will adhere by all MMTC rules and norms while inside the premises. They shall maintain their work activities with due regard to the convenience of the occupants at all times, along with the various statutes that need to be observed while working within public buildings. The workmen shall work in close co-ordination of any other agencies working at site. This shall be adhered to at no extra cost.
- i. The contractor 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 bidder /contractor's team or any person engaged by him for any purpose related to the execution of this contract . This clause shall include inter alia, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The bidder /contractor shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of the above. The bidder/contractor shall further make good all damage caused thus either to MMTC or any third party.
- j. The bidder /contractor shall indemnify MMTC under Workmen's Compensation Act, Personal Injuries Act, Insurance Act and or other Industrial Legislation in force from time to time. The contractor 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.
- k. In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the bidder/ contractor. MMTC shall be totally indemnified of any liability whatsoever.
- l. Water and power shall be provided by MMTC, free of cost for execution of work. The contractor shall not tap any water point /electrical point before obtaining prior approval of the MMTC. Water and electricity shall be made available at specified location as per the decision of MMTC and the contractor shall make his own arrangement for distribution of water and power by use of pipes/cables etc.
- m. COMPLIANCE WITH LABOUR /INDUSTRIAL LAWS : The Contractor is responsible for compliance of the points given below which shall form part of the terms of this agreement once executed upon acceptance of this tender.
 - i. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act.1952.
 - ii. It shall be the sole liability of the contractor (including the contracting firm / company) to obtain and to adhere by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour legislations including the Labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970.

- iii. The Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, The Employees State Insurance (ESI) Act.1948, The Contract Labour(R&A) Act 1970. The Interstate Migrant Workmen (Regulation of employment and conditions of service) Act 1979, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act.1923 and other relevant acts, rules and regulations enforced from time to time.
- iv. The Contractor shall be responsible for required contribution towards PF, Pension, ESI or any other statutory payments to be made in respect of workers employed on work under the contract and the personnel employed for rendering service to MMTC and shall deposit these amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor 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. The Contractor shall submit for verification all relevant records/ documents to MMTC, as asked for.
- v. The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by the 7th of the following month in the premises of MMTC office. MMTC reserves the right to check periodically payment of wages made by contractor to his personnel so engaged. The Contractor shall be directly responsible and indemnify the company against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. The Contractor shall indemnify MMTC against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

n. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

The Client intends to outsource manpower for deployment in different categories such as Electrical Maintenance / Pump operator (Skilled) , Security – without Gunman (Unskilled) Sweeper as deemed fit by the Client (Unskilled).

The personnel who are deployed by the contractor as Cleaning personnel shall be provided all cleaning material for cleaning purposes by the Client.

The tentative requirements of manpower in each of the category shall be as under:

Sl.No.	Category	General shift	Night shift
1	Skilled Electrician/Pump Operator	1	Nil
2	Sweeper/Cleaner(un-skilled)	1	Nil
3	Security guard round the clock and double in night shift (Semi-skilled)	nil	1

MMTC reserves the right to reduce or increase the requirement of manpower at any point of time. Accordingly, the monthly payment shall be released to the Contractor.

o. INSPECTION OF THE WORK :

- I. The Contractor shall ensure the regular supervision and control by himself or by his supervisor on the personnel deployed by him for MMTC work and necessary direction should flow from the contractor/supervisor to his workforce for undertaking the contractual obligations.
- II. The work is subject to inspection at all times by the Administration in charge /MMTC. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the specifications of this tender.

p. SAFETY & SECURITY:

The Contractor shall have total responsibility for the security of MMTC Paradip Office and all equipment and materials in his custody, stores issued, semi- assembled and /or erected by him at site. All materials of the contract shall enter or leave the site only with the written permission of MMTC official.

q. SUPERVISION

The Contractor shall depute one Supervisor to supervise from time to time in Client's office who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as decided by Client.

The Contractor's Head Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

The Contractor shall ensure that all statutory/mandatory requirements either related to wages disbursements or related to deposition of EPF/ESI with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Head Supervisor.

The Contractor shall ensure that the head Supervisor is well conversant with all HR related requirements and who should be prompt enough to initiate all required actions.

r. QUOTED RATES:

- a) Shall include the consolidated rate for complete job inclusive of all charges /statutory obligation etc.
- b) The rates include component of Provident Fund, Statutory Charges, ESI contribution etc., excluding applicable GST. These shall be payable by contractor on due dates to the concerned authorities without fail and contractor will furnish to MMTC the documentary evidence of all deposits. The GST shall be reimbursed with monthly bills on actual basis on production of documentary proof of deposit.
- c) The Contractor shall remain fully responsible for all compliances under Contract Labour Regulation and Abolition Act 1970 and amendments until now, Minimum Wages Act 1948 and all such Statutory Rules & Acts.
- d) Income Tax and any other statutory levy as applicable from time to time shall be deducted from Contractor's bill and quoted rates shall be deemed to include this.
- e) TDS under Income Tax Act 1961 and GST Act 2017 shall be deducted at the prevailing rate as applicable from time to time from Contractor's bill and quoted rates shall be deemed to include this.

s. PAYMENT OF WAGES BY THE CONTRACTOR:

- I. The contractor shall pay wages not less than the minimum wages fixed by the Central Govt. under Minimum Wages Act 1948 as amended from time to time to the Labour engaged by him in connection with work directly and shall duly and properly comply with or ensure compliance with all legislation laws, rules or regulations relating to the Employment of Labour . The contractor shall be liable for any damage or loss caused to the Client by violation of the provision of this clause. A violation of this clause also is deemed to be breach of contract. If the Client is called upon to make any payment towards wage etc. of the Labour employed by the Contractor, the same will be done from the outstanding payment or against pending future bills of the Contractor.
- II. If during the currency of the contract period, wages of Labour increase as a direct result of coming into force of any fresh law or statutory rule or order / notification by the central govt. and such increase becomes operative after time of submission of tender, then the reimbursement of increase in wages, VDA along with departmental charges as applicable shall be made by MMTC to the extent of actual increase. However, Contractor shall have to submit documentary proof, accounts books etc. for verification by MMTC to substantiate the claim. The contractor should immediately intimate MMTC about such increase in wages /VDA.
- III. The Contractor shall ensure that monthly wages disbursement to workers is made in the presence of MMTC authorized official(s) / or through e-payment month by month on or before the 07th day of each succeeding month till completion of the contract period.

t. PAYMENT TERMS:

The Contractor shall submit his monthly bills along with EPF/ESI deposit statement i.e copy of ECR of EPF/ESI to the Administration Division of MMTC Bhubaneswar office. After verification of satisfactory performance forward the same for processing of monthly payment. Payment shall be released after necessary statutory deduction of prevalent taxes, cess and absenteeism, through e-payment to the bank account of the Contractor Firm/Company.

PART-I

Procedure/guidelines for E Bidding

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL (HTTPS://MMTC.ABCPROCURE.COM) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER.
2. THE BIDDER SHOULD HAVE LEGALLY **VALID CLASS III DIGITAL SIGNATURE CERTIFICATE (WITH SIGNING AND ENCRYPTION)** FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.

NOTE: AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E- PROCUREMENT TECHNOLOGIES LIMITED (EPTL) TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E- PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDER'S HELPDESK:

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	Sonu Tank : 07935022180 Satabdi Dey : 07935022167 / 07935022166	sonu@abcprocure.com info@abcProcure.com
Mr. Himanshu (Dedicated Helpdesk for MMTC for technical query during auction)	+91 9265562826	delhi.support@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling / submitting (HO Team).	+91 - 95108 12960, 95108 12971, 90810 00427, 99044 06300, 93745 19729	dinesh.k@eptl.in Support@abcprocure.com

4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
 5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.
 - Operating System should be Windows Vista / Windows 7 and above.
 - System Access with Administrator Rights
 - Good Internet Connection.
 - Microsoft Internet Explorer 9.0 (32 bit browser only) or above
 - Valid Digital Signature Certificate(s) for users.
 - Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
 - Please enable ActiveX Controls & Plug-ins. (Tools ☑ Internet Options ☑ Security ☑ CustomLevel) - **Mandatory**
 - Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools☑Internet Option ☑ Security☑ Trusted Sites☑Sites☑ Add this URL ☑ Close) - **Mandatory**
 - Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of "Minimum System requirement" from the home page of <https://mmtc.abcprocure.com>

MMTC LIMITED – BHUBAESWAR – 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated: **24/06/2022**

TECHNICAL BID - FORM 'A1'

BIDDER'S PARTICULARS

Tender No.	
Subject	
COMPANY DETAILS	
NAME OF THE CONTRACTOR/AGENCY	
REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
BIDDER TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
CONTACT DETAILS	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

**TECHNICAL BID - FORM 'A2' COMPLIANCE
STATEMENT OF ELIGIBILITY CRITERIA**

Sl.No.	Technical Requirement	Conformity as per Technical Requirement (Y/N)
1.1	Blank Tender Documents to be signed in original and stamped on all pages as proof of acceptance of all terms & conditions. (Signed copy of Blank tender document to be uploaded).	
1.2	The bidder must be registered in India. Proof of valid Registration Certificate Uploaded	
1.3	The bidder have an office in Bhubaneswar / Paradip City. Proof of Office address Uploaded – (last month electric bill / tenant agreement / or any supporting documents)	
1.4	Proof of EMD payment document is uploaded with the Technical Bid	
1.5	copy of PAN CARD Uploaded	
1.6	copy of GST registration Number (GSTIN) - (with State code) Uploaded	
1.7	Last 2 months GST Return (GSTR-1, GSTR-3B) copy uploaded	
1.8	Proof of valid registration with Employees Provident Fund (EPF) authority along with last 2 months payment ECR copy - Uploaded	
1.9	Proof of registration with ESI authority along with last 2 months ECR copy uploaded	
1.10	Bidder should have atleast Three(3) Work(s) Order in the immediately preceding (2) two years (2019-20, 2020-21) with CPWD/PSUs/Banks/ Railways/ Govt. Depts/ Govt. institutions/ reputed Public or Private Organizations etc. Out of the Two (2) Work orders for each year at least one work order is presently valid & atleast one Satisfactory performance certificate/completion certificates should pertain to Government of India/State Government/Public sector Undertakings (PSU) should be attached / submitted. All the documents uploaded with the Technical Bid.	
1.11	Bidder should have over 2 customer within Odisha	
1.12	Bidder should have at least total 15 manpower is deployed in different organization in Odisha at Present.	
1.13	Bidder should be financially sound i.e., it must have made profits in the immediately preceding (2) two financial years (2019-20, 2020-21) Audited annual accounts copy Uploaded.	
1.14	Bidder should not currently have been black listed by any Government Department/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. Self certified letter as per Annexure – III to be uploaded.	
1.15	Details of Bank account for e-payment – Cancel Cheque uploaded	
1.16	In order to avail the exemption from payment of EMD the Micro and Small Scale Enterprises the valid certificate of registration is uploaded	
1.17	Letter for submission of tender as per ANNEXURE – II duly signed and uploaded	

Self Certified Supporting document (s) of the above Form A1 to be uploaded or else bids are liable to be rejected.

MMTC LIMITED - BHUBAESWAR - 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated: **24/06/22/2022**

TECHNICAL BID - FORM 'A3'
BIDDER'S EXPERIENCE

Provide the details of work performed during the last three years in the following proforma /format

S.No	Name and Address of with contact person and phone no.	Brief Detail of manpower deputed	Period of Contract	Annual Contract Value

MMTC LIMITED – BHUBAESWAR – 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated: **24/06/2022**

TECHNICAL BID - FORM 'A4'

TERMS AND CONDITIONS AS AGREED

Our Company/Firm is agreeable to the terms and conditions of the RFP. A copy of the same duly signed by us is attached.

Signature:

Name:

Designation:

Company/Firm

:

Date:

Place

:

MMTC LIMITED – BHUBAESWAR – 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated : **24/06/2022**

ANNEXURE-I

**FORMAT FOR AUTHORISATION LETTER
(Letter to be submitted on bidder's own letterhead – In Original)**

Ref: MMTC/

DATE:

To,
The General Manager
(Admin.)MMTC Limited,
Bhubaneswar

Sub: Authorization of person for submission / participation in Tender –Reg. Ref: MMTC Notice Inviting Tender No:

_____ Dated. _____

Dear Sir,

This is with reference to your Notice Inviting Tender (NIT) bearing No. _____ Dated _____ Regarding authorization. In this connection, we M/s _____ (name & Address) as Principal, hereby appoint / authorize Mr. /Miss/Mrs. (name & Address), as an authorized person on behalf of us to quote/submit/participate in the above referred e-tender bearing No. ___ Dated _____.

Further, our authorized person will enter/ sign the contract with MMTC on acceptance of our e-tender. We hereby undertake that we as a Principal hold full responsibility for all acts/ deeds of Mr. /Miss/Mrs. - _____ In connection with this e-

tender. Thanking you.

Yours faithfully,

(Signature & Seal of the Authorized signatory of the Principal)

Signature of Authorized person (Mr./Miss/Mrs.)

MMTC LIMITED – BHUBAESWAR – 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated : **24/06/2022**

ANNEXURE - II

Letter for submission of tender – (on bidder’s own letterhead)

No.-----

Date :-----

The General Manager
(Admin)MMTC Limited,
Bhubaneswar-751007

Dear Sir,

I/We, the undersigned have carefully gone through and clearly understood the site conditions, terms and conditions of the tender and the work requirement.

I/We undertake to execute and complete the work as per tender’s terms and conditions and the bids submitted by us. We have signed and sealed every page of the tender in token of our acceptance of every term and condition of the tender.

I/We deposited EMD of Rs.20,000/- (Rupees Twenty Thousand only) through Gateway dated _____^o
nFavoring MMTC Limited, Bhubaneswar.

I/We undertake to abide by all the Labour Laws and to deposit due amounts to Provident Fund authorities and pay ESI contributions and applicable service tax on regular basis.

My/Our offer includes component of Provident Fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi/levies etc. and excludes applicable GST only. All the statutory payments along with GST will be paid by me/us to concerned authorities on due dates and I/We understand that the ‘GST’ component shall be reimbursed to me/us with monthly bills on actual basis on production of documentary proof of all deposits with concerned authorities for the previous month.

My/Our offer shall be valid for a period of 30 (thirty) days from the date of opening Price Bid.

Thanking you,

Yours faithfully,

For M/s _____
Signature _____
Date _____
Name _____

Seal _____
Address _____

MMTC LIMITED – BHUBAESWAR – 751007

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated : **24/06/2022**

ANNEXURE - III

CERTIFICATE FOR NON BLACK LISTING

We _____ certify that our company/firm has not been black listed by any Government Department/Government Educational Institutions/Research Institutes during the last three years.

Name of the

Company.Signed

with office Seal

MMTC LIMITED, SRO. BHUBANESWAR-751007

(A Government of India Undertaking)

E-Tender No. **MMTC/BBSR/ ADMIN/MHK/22-23/02**

Dated: **24/06/2022**

SECTION - V (PRICE BID)

Sl N o	Components <u>(Monthly)</u>	Rate in (%)
1	Service Margin per Month (including Uniform, Washing Allowances, Shoes and other charges/benefits, if any)	