



MMTC LIMITED, SUB REGIONAL OFFICE, PARADIP-754142

(A Government of India Undertaking)

Tender No. 1/HKTPDP/2018-19 Dated. 5th December 2018

Ref.No. MMTC/PDP/ADMN/HC/M&S/Tender/2018

Dtd: 05.12.2018

TENDER DOCUMENTS

FOR

PROVIDING THE SERVICES OF ELECTRICAL/PUMP OPERATIONS, CLEANING & SWEEPING AND 24 HOURS SECURITY SERVICES IN MMTC HOUSING COMPLEX, MADHUBAN, PARADIP 754142

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Ref.No.MMTC/PDP/Admn/HC/M&S/Tender/2018-19

Dtd: 05/12/2018

TENDER DETAILS

| SNo | Particulars | Details |
|-----|--------------------------------------------------------|------------------------------------------------------------------------|
| 1 | Tender No. | 1/HKT/PDP/2018-19 |
| 2 | Estimated cost of annual job contract | Rs. 13.10 Lakhs (approximately) |
| 3 | Issue of tender document | From 14.00 hrs on 05/12/2018 Up to 11.00 hrs on 26/12/2018 |
| 4 | Cost of tender document | Rs.200/- (Two hundred only) plus GST @ 18% i.e Rs. 236/- |
| 5 | Earnest Money Deposit | Rs.10,000/- (Ten thousand only) |
| 6 | Last date for submission of tender | Up to 1200 hrs on 26/12/2018. |
| 7 | Tender opening date 2 bids (Technical Bid & Price bid) | 1500 hrs on 26th Dec 2018 |
| 8 | Period of work | Two years from the date of work order |
| 9 | Interest free Security Deposit | Rs. 70,000/- including EMD |
| 10 | Defect liability period | 3 (three) months from the date of completion |
| 11 | Address and venue of submission of bids/Work Site | Senior Manger, MMTC Ltd. SRO, MMTC Housing Complex, Madhuban, Paradip. |

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Notice Inviting Tender

Sub. :- Hiring of Service for House-keeping, Electrical/Pump operations and other manpower services .

Sir,

You are hereby invited to submit Technical Proposal including Firm credential and Financial Proposals for the above services. The bid document is available online on MMTC Limited portal <http://www.mmtclimited.com> and also physical from the Office of Senior Manager, In-charge,, MMTC Limited, Sub-Regional Office, Paradip- 754142, Ph. No. (06722) 223283 from 5th December, 2018 to 26th December, 2018 (up to 11:00 hrs). Bid may be submitted online only at <http://mmtc.eproc.in> or Physically to Senior Manager, Incharge, MMTC Limited, Sub- Regional Office, at MMTC Housing Complex, B/3, A Block, Madhuban, Paradip-754142-7on or before 26th December, 2018 (up to 11:00 hrs IST).

Instruction to applicants regarding E-Tendering process:

- a) The interested applicants can download the Tender documents from e-tendering Portal of the MMTC Limited.
- b) The applicants can submit their Bids including scanned copy of Bid Security online in electronic format with Digital Signature. Or Physically.
- c) Before submission of online bids, applicants must ensure that scanned copy of all the necessary documents have been attached with Bid.
- d) MMTC Limited shall not be responsible for delay in online submission due to any reason whatsoever.
- e) All documents/papers uploaded/submitted by the bidders must be legible.

The following are the important dates for award of the above Consultancy work:

| Sl.No | Event Description | Date |
|-------|--------------------------------------------------|--------------------------------------------------|
| 1 | Last Date for receiving queries / Clarifications | 20 th December, 2018 upto10:00 Hrs. |
| 3 | Authority response to queries | 24 th December , 2018 up to 15:00 hrs |
| 4 | Submission Due Date | 26 th December, 2018 upto12:00 hrs. |
| 5 | Opening of Tender | 26 th December, 2018 at 15:00 hrs |

**Sr. Manager
MMTC LIMITED
SUB-REGIONAL OFFICE,
MADHUBAN, PARADIP -754142**

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SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. The e-Tender is available on MMTC e-procurement website www.mmtc.eproc.in for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal www.mmtc.eproc.in (a one time activity) independent of each other as given below:

Procedure for Obtaining Digital Certificate

The tenderer should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site www.mmtc.eproc.in In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to www.tenderwizard.com/mmtc and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact

| Particulars | Contact Person (S/Sh.) | Contact Nos. | e-mail ID |
|-----------------------|-------------------------------|---------------------|-----------------------------|
| For E-tender : | Nimesh Kant Bhardwaj | 9310527400 | Nimesh.bhardwaj@c1india.com |
| E-Tender | Neeti Bala Chandra | 9958000492 | Neeti.bala@c1india.com |
| E-Tender | Mukesh Kumar | 9560833122 | Mukesh.kumar@c1india.com |

3. e-tender can be requested from e-tender portal of www.mmtc.eproc.in from 05th December, 2018 to 26th December 2018 (upto 11:00 hrs. IST).

Following may be noted :

- Registration should be valid at least upto one month after the date of submission of Tender.
- E-tender can be submitted only during the validity of their registration.
- The amendments / clarifications to the e-tender documents, if any, will be hosted on www.mmtc.eproc.in.
- If the contractor's firm is already registered with e-tendering portal of MMTC Limited and validity of registration is not expired the firm is not required to get fresh registration.
- Tender Reference No. – .
- Tender ID –
- All other details remaining the same in Tender.

**Sr. Manager
MMTC LIMITED
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MMTC LIMITED,REGIONAL OFFICE, BHUBANESWAR-751007 hereinafter called the Client, invites sealed bids under two bids system from eligible firms/companies etc. for "Hiring of electrician, House-keeping and other manpower services" for its office buildings located at :MMTC LIMITED, SUB-REGIONAL: OFFICE, MMTC Housing Complex, B/3, A Block, Madhuban, Paradip-754142

Sealed bidding document (Technical Bid, along with EMD and Financial Bid) duly filled in as per the instructions of the Tender Document should be addressed to the Senior Manager, MMTC LIMITED, SUB-REGIONAL OFFICE, PARADIP and must reach latest by 1200 hours of 26.12.2018 [Wednesday].

The sealed bidding document should be delivered in the Administration Section of the Client's office by the stipulated date and time. Tender Documents may be purchased from Admn.Section of the Client's office against a Demand Draft of Rs. 200/- plus GST@ 18% i.e. Rs. 236/- of any commercial bank in favour of " MMTC LIMITED, Paradip, " payable at Paradip.

Alternatively, the tender document may also be downloaded from the client's official website:

<http://www.mmtclimited.com>. Those bidders who wish to download the tender document from the website of the client should furnish the tender cost of Rs. 200/-plus GST@18% i.e. Rs.236/- through Bank draft/Pay Order along with the bidding document and EMD.

The Technical Bids shall be opened in the Committee Room of the office of the client's office on 26.12.2018

[Wednesday] at 1500 hours by the Committee authorized by the client, in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids qualify, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Client reserves the right to reject any or all the bids without assigning any reason and the decision of the client, shall be final and binding.

Sr. Manager

**MMTCLIMITED, SUB-REGIONALOFFICE,
MADHUBAN, PARADIP -754142**

MMTC LIMITED, SUB REGIONAL OFFICE, PARADIP-754142

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Dt. 05/12/2018

NOTICE INVITING TENDER

M/s. _____

SUBJECT: JOB CONTRACT FOR PROVIDING THE SERVICES OF ELECTRICAL/ PUMP OPERATIONS, CLEANING & SWEEPING AND 24 HOURS SECURITY SERVICES IN MMTC HOUSING COMPLEX, MADHUBAN, PARADIP 754142

Sirs,

M/s. MMTC Limited, Sub Regional Office, Paradip having its Regional Office at 7th floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar, invites TENDERS for the subject works as per the terms and conditions given hereunder:

1. Sealed tenders in two bid system are invited on behalf of **MMTC Limited**, a Govt. of India undertaking, from **experienced** contractors (last three years continuously) who have successfully completed annual maintenance of subject works of PSUs/ Banks/Railways /Govt. Departments/ Govt. Institutions/ reputed Public or Private organizations, having turnover of not less than **Rs 5 lakhs** (Rupees five lakhs) every year.
2. Tender documents shall be issued to the contractors from the office of the **Sr. Manager(I/C), MMTC Limited, B/3, A Block, MMTC Housing Complex, Madhuban, Paradip 754142** on payment of Rs.200/- (Two hundred only) plus GST @.18% by cash or in the form of DD/Pay Order in favour of MMTC Limited, payable at Paradip up to 1100 hrs on 26 December 2018. However, the Micro and small scale Enterprises shall be issued tender documents with free of cost.
3. Tender documents can also be downloaded from MMTC website www.mmtclimited.com. In case of downloaded tender documents, a demand draft/pay order of Rs.200/- (Rupees two hundred only) plus GST @ 18% in favour

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of MMTC Limited, payable at Paradip, shall be enclosed in addition to prescribed EMD.

4. Sealed tenders in **two separate envelopes** comprising (a) TECHNICAL BID along with prescribed EMD of Rs.10,000/- (Rupees ten thousand only) in the form of DD/Pay Order in favour of **MMTC Limited payable at Paradip**; and (b) PRICE BID bearing the name and address of the bidders in both bids, should reach to the office of the **Sr. Manager (I/C), MMTC Ltd., MMTC Housing Complex, Madhuban, Paradip** on or before **1200 hrs on 26 December' 2018.**

Please note that the tenders submitted without the requisite amounts like cost of form and EMD shall be summarily rejected. However, in case of the Micro and Small Scale Enterprises they shall be exempted from payment of earnest money as well as cost of tender paper.

5. The TECHNICAL BID shall be scrutinized/verified by MMTC in terms of the tender and subsequently the eligible Price Bid shall be opened within a week.
6. The Tender should remain valid for a period of 30 (thirty) days from the date of opening of PRICE BID.
7. All pages of the offer must be sealed and signed by the tenderer.
8. Tenders with any conditions/deviations, whatsoever, shall be summarily rejected.
9. Tenderer are advised to visit the work site/ MMTC Housing Complex, Madhuban,Paradeep 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 tenderer/contractor has satisfied himself of the information and knowledge required before tendering.
10. 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 reasons whatsoever.

Yours faithfully,
For MMTC Limited,

Sr. Manager
MMTC LIMITEDSUB-REGIONALOFFICE,
MADHUBAN, PARADIP -754142

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ABSTRACT

Following documents are required to be enclosed with the original tender document (TECHNICAL BID) complete along with cost of tender paper & EMD.

1. Proof of registration & works experience with CPWD/PSUs/Banks/ Railways/ Govt. Depts./ Govt. institutions/ reputed Public or Private organizations etc.
2. Certified copy of satisfactory services where the tenderer is providing/provided the services for the last three (3) years;
3. Proof of valid registration with statutory authorities for works contract, GST certificates etc.
4. Proof of valid registration with Employees Provident Fund (EPF) authority;
5. Proof of registration with ESI authority;
6. Profile of firm enumerating constitution, staff strength (which includes nos. of Malis/Supervisors registered under ESI & EPF contribution along with documentary evidence, tools and tackles/ equipment etc.
7. Copy of PAN CARD issued by Income Tax Department;
8. Copy of Electrical license of the workman to be engaged;
9. The agency must have certificate of Labour Commission issued by Govt. (copy to enclosed);
10. Details of Bank account e.g., Name of Bank, name of Branch, type of Account No. etc.
11. In order to avail the exemption from payment of EMD and cost of tender paper the Micro and Small Scale Enterprises are required to submit the certificate of registration.

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(Letter for submission of tender on tenderer's own letterhead)

No. _____

Date: _____

The Senior Manager(I/C),
MMTC Limited,
B/3, A Block,
MMTC Housing Complex,
Madhuban,
Paradip 754142

TENDER NO.01/HKTPDP/2018-19

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 enclose herewith earnest money deposit of Rs.10,000/- (Rupees ten thousand only) by Demand Draft/Pay Order No. _____ Dt. _____ drawn on _____ favoring MMTC Limited, payable at Paradip.

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 _____

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Section: I

GENERAL INSTRUCTIONS

1. Tenders submitted by post should be sent as 'REGISTERED POST ACKNOWLEDGMENT DUE' and shall be posted with due allowance for any postal delay. The tender received after the due date and time is liable to be rejected.
2. The 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, rates mentioned in words shall be treated as valid.
3. All entries in the tender shall be written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection. The tenderer shall duly attest all cancellations and insertions.
4. The Earnest money may be forfeited in the event of:
 - a) If a tenderer withdraws its tender during the period of tenders validity.
 - b) In the case of successful tenderer, if the tenderer fails to commence the work as required.
5. The Earnest money of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful tenderer shall be retained as Interest free Security to be refunded after successful completion of defect liability period.
6. If the tenderer 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.
7. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
8. Should a tenderer 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.
9. The successful tender shall not sub-let the part or complete work without written permission of MMTC. The tenderer is fully responsible to MMTC for the work if awarded to him.
10. Deviations, whatsoever, to the tender conditions shall not be accepted.
11. The term MMTC Ltd would mean MMTC Limited, 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).
12. 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with MMTC and shall include their executors, administrators, successors and permitted assigns.

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13. '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.

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

15. WORK OR CONTRACT WORK shall mean and include supply of Labour, requisite/specified watering etc. tools and tackles, water pipes, drums, sprinklers as required including their site transportation, handling, stacking and storing as required for completion of works to the satisfaction of MMTC.

16. 'SINGULAR' and 'PLURAL' etc. words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

17. The HEADINGS are solely for the purpose of facilitating reference.

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

19. 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.

20. The Contractor shall take instructions from time to time and liaison with In-charge of SRO, Paradip as required for day to day work at MMTC Office, MMTC Housing Colony, Madhuban, Paradeep.

21. 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.

22. The contractor shall remove all debris/wastes etc. & clear the site before handing over the same.

23. 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.

24. 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.

25. 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 a relationship of employer and employee between the said persons employed by the contractor and MMTC shall accrue implicitly and explicitly.**

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SECTION : II SPECIAL CONDITION

1. **SITE OF WORK:** shall generally consist of works in MMTC HOUSING Complex, Madhuban, Paradeep.
2. **SCOPE OF THE WORK:** The Scope of work shall include items as per Bill of Quantities and instructions of MMTC. 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 , machineries and tools tackles 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 system , collection of garbage from each staff quarters, cleaning and sweeping of the office complex including office and dormitory toilets before office hours 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 the roof top/ chhaja of the 48 quarters periodically.
 - c. The Contractor/Agency shall provide trained security guards round-the-clock and blow whistles during night for watch & ward services in the MMTC Housing Complex, Madhuban Paradeep. The security guards engaged by the Contactor/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.
3. **QUOTED RATES:** Shall include the consolidated rate for complete job inclusive of all charges/statutory obligation.
 - a. The quoted rates shall include costs of prompt disposal of debris / waste grass, weeds, bushes, broken earthen pots, dry leaves, fallen tree/plant branches etc. to the colony dumping area during execution of the work. If such debris/waste is not removed from the premises within the prescribed period, the same shall be got removed by another agency at the cost and risk of the tenderer/contractor.

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- b. Shall include all supervision costs needed during the execution of any item and tenderer/contractor shall deploy experienced supervisor on full time basis who should be able to take instructions and carry-out the day to day job at site. Nothing extra shall be paid on this account.
 - c. 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.
 - d. **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.**
4. The period of this contract shall be for **two** years counted from the date of work order/award letter. 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 to the Contractor in this regard.
 5. 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.
 6. The contractor shall be responsible for any injury caused to persons, animals 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 /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, any damage to buildings, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The 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 contractor shall further make good all damage caused thus either to MMTC or any third party.
 7. The 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 / non-compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard.
 8. 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 contractor. MMTC shall be totally indemnified of any liability whatsoever.
 9. 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.

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10. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR: The contractor shall pay to the Labour engaged by him in connection with work directly wages not less than the minimum fixed by the Government of Odisha or Central Govt. whichever is higher under Minimum Wages Act 1948 as amended 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 Employer by violation of the provision of this clause. A violation of this clause also is deemed to be breach of contract. If the Employer 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.
11. If during 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 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.
12. The Contractor shall ensure that monthly disbursement to workers is made timely through their bank account and proof of payment will be submitted along with the bill.
13. PAYMENT TERMS: The Contractor shall submit his monthly bills, in triplicate to SRO in-charge who will after verification of satisfactory performance forward the same to RO for processing of payment .Payment shall be released after necessary deduction of security, & prevalent taxes, cess and absenteeism, through ECS at his bank account given details or through crossed account payee cheque by courier at his address, as decided by MMTC.
14. 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 Regional Head RO, Bhubaneswar of MMTC whose decision shall be final and binding on the parties hereto. The provisions of Arbitration & Conciliation Act.-1996 as amended up to date, shall apply to such arbitration proceedings.
15. The venue of Arbitration shall be at Bhubaneswar.
16. 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.
17. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act.1952.
18. 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.
19. 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 .

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20. 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.
21. 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 through their bank accounts. 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.
22. The Contractor shall ensure the regular supervision and control by the contractor 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.
23. **INSPECTION OF THE WORK:** The work is subject to inspection at all times by the SRO in-charge, MMTC, Paradeep. 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.
24. **SAFETY & SECURITY:** The Contractor shall have total responsibility for the security of colony 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 Competent Authority of MMTC Limited, SRO, Paradeep.
25. **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 rights 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.
26. **SECURITY DEPOSIT:** The contractor shall deposit Security Deposit of Rs. 70,000/- only inclusive of the EMD of Rs. 10,000/- submitted during the tender before issuance of the work order. Security Deposit is to be refunded after successful expiry of 'Defect Liability Period' of three months from the completion date recorded by MMTC.
27. The tenderers must comply with all terms and conditions of this order
28. **AGREEMENT:** The successful tenderer will have to enter into a written agreement with MMTC within 7(seven) days of issue of award letter of the work.

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29. 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 prescribed in the following paragraphs.

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 deposit 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.

30. (I) **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.

- a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of 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.
- b. 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.
- c. 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.
- d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

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- f. 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.
- (g) **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.

(II) 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 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."

- (III) Force Majeure**: If at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final or conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

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31. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

The Client intends to outsource manpower for deployment in different categories such as Electrical Maintenance/Pump operation, Security, House-keeping, Sweeping and cleaning and other manpower services (Skilled and Un-Skilled,).

The manpower appointed in different categories shall be deployed by the Client for performing the services of sweeper, , Peon, cleaning personnel (Un **Skilled**); Security Guard and Electrician/Pump operator(Skilled) and any other category as deemed fit by the Client.

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

The Contractor is required to quote prices for each of the category viz. Skilled, Semi – Skilled and Unskilled personnel in the Price Schedule..

The Contractor shall ensure that except that of the Profit(Service) Margin(as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed personnel as their monthly wages by the Contractor

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

The estimated value of Contract is likely to be in excess of Rs.13.10 lakhs approximately (Rupees Thirteen Lakhs Ten Thousand only) for a period of one year. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the MMTC Limited, Sub-Regional Office, Paradip.

| Category | Tentative Requirement of Manpower At MMTC, SRO. Paradip. |
|-----------------------------------|---------------------------------------------------------------------|
| Skilled Manpower(Security Guard) | 4(Four) |
| Skilled manpower(Electrician) | 1(One) |
| Un-skilled manpower | 1(One) |
| | |

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Section –II Bidder to quote their price below as schedule.

(PRICE BID) Part -1

SERIAL NO: _____

SIGNATURE OF MMTC OFFICIAL _____

(FOR TENDER NOTICE/TENDER PAPER DATED _____ OF MMTC LIMITED, SUB REGIONAL OFFICE, PARADIP)

1. NAME OF THE CONTRACTOR/AGENCY;

2. ADDRESS & TELEPHONE NO:

| SNo | Description | Qty | Unit | Rate | Amount Per Month |
|------|------------------------------------------------|-----|------|------|------------------|
| 1 | Job Contract for providing manpower for | | | | |
| I. | Electrical/pump operations, | 1 | | | |
| II. | Cleaning/sweeping, | 1 | | | |
| III. | Security Guard | 4 | | | |

**at MMTC Housing Complex, Madhuban, Paradip. The premises cover two acres of land having Office and residential complex.
Details scope of works as mentioned in section II.**

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Tender No. 1/HKTPDP/2018-19 Dated. 5th December 2018**Price Bid Part-2, MMTC,SRO. Paradip.**

| S. No. | Head | Rate of Charge in % age, as per statutory norms, where applicable Categories | Categories | | |
|--------|--------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------|----------------------------------------------|
| | | | Skilled (as per price bid part-1) (Rs.) | Semi-Skilled (as per price bid part-1) (Rs.) | Un-skilled (as per price bid part-1) (Rs.) |
| 1 | Basic Minimum Wages including VDA (as per Govt. norms) | | | | |
| 2 | ESI | | | | |
| 3 | EPF | | | | |
| 4 | Bonus | | | | |
| 5 | Uniform and washing allowance | | | | |
| 6 | Any other (Pl. specify)Leave /Reliever Charges | | | | |
| 7 | Cost per head per month (A) | | | | |
| 8 | Profit/Service Charges per head per month (B) | | | | |
| 9 | Total Cost per head per month (A + B) | | | | |
| 10 | No. of tentative persons required | | | | |
| 11 | Total cost per month | | | | |
| 12 | Bid Value per month | | | | |

The payment shall be made by the following formula with relevant changes as per above. The Contractor shall also pay to his personnel by this formula. This formula takes care of all the paid weekly holidays, national holidays and other gazetted holidays.

Formula: Wages payable to individual = (Total Monthly Wages as above/No. of working days in the month) * No. of days worked in the particular month by the individual.

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**Section –III
Annexure-1**

We propose to depute/deploy the following workmen for executing work specified in the contract as per the terms agreed by us

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

We also undertake that above is only indicative and additional staff for emergency shall be arranged as and when required upon the quantum of work within the quoted rates.

Signature of the tenderer/Contractor.

With date and stamp