



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)  
Phone No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

No. MMTC/Admn./CT/10/09/2019

Dtd. 16.09.2019

### TENDER DOCUMENT

#### **SUB : Annual Maintenance Contract for repair of various furniture items at office premises of MMTC Limited.**

Sealed quotations are invited from contractors having atleast previous continuous three years experience of doing annual maintenance and repair work of various furniture items in PSUs/Govt. offices/MNCs/reputed offices etc. The work given in the Annexure-II shall be executed in the office situated at Scope Complex, Core-1, Lodhi Road, New Delhi – 110 003. Details of the services required to be provided and other terms and conditions relating to the award of contract are given below :-

- 1) Validity of the Contract : The period of contract shall initially be for a period of one year from the date of issue of work order commencement. However, the contract may be extended for a further period with mutual consent.
- 2) Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 25% target of annual procurement from MSEs, a sub-target of 5% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and an additional 3% reservation for the Women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
- 3) Eligibility conditions
  - i) The bidder shall have an experience of previous 3 years consecutively or more in this field with PSU/Govt. Office/MNCs. In this regard copies of performance certificate/completion certificate/work order should be attached, from the companies on there letter head.
  - ii) Copy of valid GST and PAN card should be submitted.
  - iii) In case of sole proprietor where the name of firm is different from as per Pan Card, self attestation/undertaking for same may be provided on copies submitted in Tender.
  - iv) In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in

addition to above. The MSEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

- v) Earnest money deposit (EMD) : The bidder shall furnish an amount of Earnest Money of Rs. 5,000/- (Rs. Five thousand only) by way of Demand Draft drawn in favour of “ MMTC LIMITED “ payable at New Delhi. The EMD of the unsuccessful bidder shall be returned subsequent to the award of contract to the successful bidder.
- vi) No request for transfer any previous deposit of EMD or Security Deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained. No claim lie against the MMTC in respect of erosion in the value or interest on the amount of EMD or Security Deposit
- vii) The tender without EMD will be summarily rejected.

#### Submission of Tenders :

- 4) All interested service providers are requested to drop their sealed tenders in two separate envelopes comprising (A) TECHNICAL BID (Annexure i) with prescribed EMD & documents and (B) PRICE BID (Annexure ii), bearing the name and address of the bidders in both bids which should be dropped in the Tender Box kept in the office of Administration Division on 2<sup>nd</sup> floor Core 1, Scope Complex, New Delhi on or before 1500 hrs on 15.10.2019.
- 5) Tender Document is available on the website of the MMTC LIMITED i.e. [www.mmtclimited.com](http://www.mmtclimited.com) and <http://eprocure.gov.in>. The intending bidders may download the tender document containing the terms and conditions and submit the same in the prescribed format.
- 6) Bids are to be submitted in sealed covers superscribing “Tender for maintenance of Furniture items” on the top.
- 7) Bids received late due to any reason, whatsoever, shall be rejected outright.
- 8) Technical bids shall be opened on 16.10.2019 at 1130 hrs in the presence of authorized representatives of bidders who wish to be present.
- 9) The Technical Bids shall be scrutinized/verified by MMTC in terms of the tender and subsequently the eligible PRICE BIDS shall be opened within a period of 45 days. The bidder who has quoted lowest grand total of terms in Annexure A shall be selected a L-1 bidder.
- 10) Bidders are advised to visit the place of work for ascertaining the nature and volume of work realistically before quoting the rates.
- 11) The rate should be mentioned in figures as well as in words inclusive of all charges. In case of any difference between figures & words the amount mentioned in words shall be treated as final. Applicable taxes shall be extra.
- 12) The Earnest money may be forfeited in the event of :

- i) If a tenderer withdraws its tender during the period of its validity.
  - ii) In the case of successful tenderer, if the tenderer fails to commence the work as required.
- 13) Performance Security :
- i) The successful bidder shall be required to deposit an amount of Rs. 5,000/- as Performance Security within 15 days of issue of letter of offer for due and satisfactory performance of the agreement.
  - ii) Performance Security shall be submitted in the form of Demand draft drawn in favour of "MMTC LIMITED" and shall be interest free.
  - iii) No claim shall be admissible against MMTC in respect of interest on Performance Security regardless of the time of release. On expiry of agreement, such portion of the said performance guarantee, as the case may be, appropriated for any losses / damages incurred TO MMTC.
  - iv) Performance security shall be returned after completion of contractor's performance obligations.
  - v) If the contractor fails or neglects any of his obligations under the contract, MMTC reserves the right to forfeit either whole or any part of Performance Security furnished by the bidder towards penalty for such failure.
- 14) Payment : Payment to the successful bidder shall be released on successful completion , on monthly basis on submission of bill for the services rendered in the particular month through E-payment system.
- 15) The successful bidder has to enter into a separate agreement.
- 16) Any modification of contract / agreement shall be in writing and signed by an authorised representative of each party which shall form a part of existing contract.
- 17) Validity of Tender : Rates quoted by the firm shall remain valid for a period of 90 days.
- 18) The work is to be done on item rate basis. The rates should include the cost of the items, labour charges, transportation of material to and fro, from the site as and when required. Nothing extra is payable on this account. Transportation of any wastage, exchange rejected/defective /surplus material etc. shall have to be arranged by the contractor at his own risk and costs. Also any material brought inside or taken out of the premises shall have necessary prior permission to do so.
- 19) The rates should be inclusive of all charges excluding applicable taxes.
- 20) No increase in the rate shall be given during the contract period.
- 21) TDS and any other Government levies and taxes applicable from time to time shall be deducted from the bill amount. Bills should be submitted in triplicate showing proper split of taxes/charges. GST provision compliance should be done without any additional liability on MMTC and for which successful bidder shall keep MMTC indemnified from such liability claim etc.

- 22) The contractor shall be responsible for any injury caused to persons or things (fitting/fixtures/furnishings etc.) any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any person of the tenderer/contractor team or any person engaged by him for any purpose related to the execution of this contract/tender. The tenderer/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 damages consequent upon any claim arising out of the above.
- 23) The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.
- 24) Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Agreement. MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the Agreement.
- 25) All safety precautions should be taken during execution of the work and MMTC will not be responsible for any accident caused to labour engaged by the contractor during execution of work.
- 26) It is expressly understood and agreed to between the parties to this tender that the persons deployed by the successful bidder for the above work shall be the employee of the successful bidder for all intents and purposes and in no case there shall accrue any relationship of employers & employee between the said person(s) & MMTC implicitly and or explicitly.
- 27) The successful tenderer/contractor shall not sub-contract, transfer, assign or otherwise part with the tender / agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.
- 28) For any query and clarifications regarding the tender document, please contact Shri G.K. Bhowal, Manager(Admn.) 2<sup>nd</sup> Floor, Scope Complex, Lodhi Road, New Delhi-110003.

- 29) MMTC reserves the right to cancel the Contract/subsequent agreement any time during the currency of the contract without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.
- 30) Each & every page of the tender documents should be signed & stamped by the bidder at the bottom.
- 31) Other terms & conditions shall be as detailed in Section-I.
- 32) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be New Delhi and governing law shall be Indian Law.
- 33) If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

- 34) Compliance with Law : The Selected Bidder shall comply with the laws in force in India in the course of performing the Agreement/contract.
- 35) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and

payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents.

If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

- 36) Governing Law : The agreement / contract shall be governed in accordance with the Laws of India.
- 37) Holiday Listing Clause : Notwithstanding anything contained in the 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.
- 38) CONFIDENTIALITY AND SAFEGUARD OF PROPERTY :MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.
- 39) FRAUD PREVENTION POLICY: All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

#### **40) General:**

Entire Agreement : The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the

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

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

41) MMTC Limited reserves the right to accept or reject any tender at its sole discretion without assigning any reason whatsoever.

42) The venue of the arbitration shall be New Delhi.

For MMTC Limited

(SK Dutta )  
Chief Manager(E)

**OTHER TERMS & CONDITIONS**

- 1) 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 Successful bidder's risk and cost.
- 2) Unless exempted by the Income Tax Deptt. Income Tax shall be deducted from all running account bills as per the income tax act and its applicable amendments.
- 3) The Successful bidder shall submit his monthly bills, in Triplicate to the Division every month. Payment shall be released after necessary deductions of prevalent taxes, cess through ECS.
- 4) The Successful bidder or his representative shall have to be available in the office premise from 1000 hrs to 1700 hrs for attending day to day complaints on all working days. In case of absence on any working day the job shall be got executed from the market and the amount spent shall be adjusted from the monthly bill of Successful bidder.
- 5) Only such complaints as given by Caretaking Cell are to be attended. No charges shall be paid for those complaints attended without the approval of Caretaking Cell.
- 6) The Successful bidder shall also ensure that no labour below the age of 18 years is employed by him for the above mentioned jobs.
- 7) The Successful bidder shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- 8) The Successful bidder shall have to make his own arrangements for storage of material required for the job.
- 9) The Successful bidder shall be responsible for safety of all items of furniture, office equipment and other fittings provided in the premises and shall be liable to make good of any loss to the same if damaged during the execution of work which shall be recoverable from his monthly bill or the security deposit or any other dues payable to the Successful bidder by the company.

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**ANNEXURE-II**

**TECHNICAL BID**

1. Tenderer Name :
2. Tenderer Address with Telephone No., Fax and E-mail:
3. PAN of the tenderer (Attach copy):
4. GST Bynver ( Attach copy) :
5. Registration No. of the tenderer (Tin No., Service Tax, if any) :
6. EMD Details : DD No. \_\_\_\_\_ date \_\_\_\_\_ issued by \_\_\_\_\_.

7. Details of Experiences :

S.NO.	Name & Address of Organisation	Name and Designation of Nodal officer	Telephone/mobile No.	Period of contract

Signature of the Party  
With seal  
date

**FINANCIAL BID**

S.NO	NAME OF THE ITEMS	QTY.	Rate Rs./Unit	Total (Rs.)
	<b>WOODEN TABLE</b>			
1	PROVIDING OF KEY	800		
2`	Providing & Fixing of Fly (Rail)	150		
3.	Prov. & Fixing of Lock(Steel Table)	10		
4	--Do--(Wooden table)	300		
	<b>STEEL ALMIRAH</b>			
1	Providing & Fixing of Lock	50		
2	Providing & Fixing of Handle	20		
3	Repair of Locking System	30		
4	Providing Key	60		
	<b>STEEL FILING CABINET</b>			
1	Providing & Fixing of Lock	30		
2	Providing & Fixing of Handle	20		
3	Repair of Lock	40		
4	Providing of Key	75		
5	Providing & Fixing of Push Button	25		
	<b>WOODEN SLIDING SHUTTER</b>			
1	Providing & Fixing of Lock	75		
2	Providing & Fixing of Key	150		
3	Repair of Channel	60		
4	Providing Flyrail	50		
	<b>DOORS</b>			
1	Repair of Lock	100		
2	Providing of Key	100		
3	Providing and fixing of New mortice Lock with Handle ( 6 Lever – Godrej)	20		
4	Providing and fixing of New Mortice lock with Handle ( 6 lever Plaza)	40		

5	Providing and fixing of Chapka Kunda	20		
6	Providing and fixing of New Hinges (Brass) of the door	30		
7	Providing and fixing of New Hinges(Steel)of the door	20		
8	Opening of Locked door	30		
9	Providing and fixing of door Stopper(Brass) Standard Quality	50		
10	Providing and fixing of Locking bolt	30		
	<b>DOOR CLOSER</b>			
1	Repair of Door Closer	80		
2	Providing and fixing of New Door Closer (Concealed) Make Doorking/Everite	50		
3	Providing and Fixing of New Door Closer (Open) ISI Mark	20		
	<b>REVOLVING CHAIR</b>			
1	Repair of Revolving Chair	50		
2	Welding of Revolving Chair	20		
3	Replacement of Wheel (s)	300		
4	Overhauling & Greasing	300		
5	Replacement of Gaslifted (Std. Quality)	100		
6	Providing & Fixing Steel/PVC Base	25		
	<b>CANNING FURNITURE</b>			
1	Recanning Back & Sheet	40		
	<b>GRAND TOTAL</b>			

In Words ( Rupees \_\_\_\_\_ only)

Signatory Authority  
Name of the Firm/Stamp

