



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/39/2017

Dated : 10/10/2019

E-TENDER INVITING NOTICE

Subject: Annual Contract for painting & polishing work of various furniture items and office premises of MMTC LIMITED, New Delhi.

E-Tenders are invited in two bid system (Technical Bid and financial Bid separately) from reputed firms for annual contract of painting/polishing of various furniture items and office premises belonging to MMTC LIMITED on the terms and conditions stipulated in this tender. Firms having experience of 3 years in the relevant field, in the Government Ministries/ Departments/Semi-Government Organizations, including Public Sector Undertaking are required to submit their rates in Annexure 1 duly completed and signed. The work shall be executed in the SCOPE Building, Core-I, New Delhi-110 003. Tender document containing detailed terms & conditions can be downloaded from website <https://mmtc.abcprocure.com>, www.mmtclimited.com and www.tender.gov.in.

The important details schedules and dates are as under :

S.NO.	Key Event	Dates
i)	Start downloading of tender documents	10.10.2019 at 12.30 hrs
ii)	Last Date for submission of Bids (No extension of time & date)	07.11.2019 at 15.00 hrs
iii)	Date of Opening of Bids by Tender/ Purchase committee (participating bidder(s) if so desires, may be present at the time opening of bid)	08.11.2019 at 11.30 hrs
iv)	Date of Opening of financial bids	Will be intimated at the time of opening of Technical bid
v)	Participation Fee	Rs.500/-
vi)	Earnest Money Deposit(EMD)	Rs.10,000/-
vii)	Venue for Opening of Bids	2 nd Floor, Admn. Division, MMTC Limited, Scope Complex, New Delhi-110003

TERMS & CONDITIONS

1. 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 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
2. The offer complete in all respect to be submitted to our e-tendering portal only as per special terms and conditions contained in the document and the hard copy of the Technical Bid with prescribed EMD and participation fee bearing the name and address of the bidders in envelop superscribed "TENDER FOR ANNUAL CONTRACT FOR PAINTING & POLISHING WORK" should be dropped in Tender Box kept in Administration Division, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 07/11/2019. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Financial Bid). The price bid submitted other than E-Mode will not be considered.
3. The participation fee is Rs.500/- (Non-refundable) in the form of DD/Pay order only drawn in favour of MMTC Limited, New Delhi.
4. The tenders without Earnest Money Deposit will be summarily rejected. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained. However, as per Procurement Policy for Micro & Small Enterprises (MSEs) order 2012" as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23/03/2012, the exemption for depositing participation fee and EMD in respect of MSME or its authorised agency such as NSIC etc. are permitted.
5. The EMD of Rs.10,000/- of successful bidder shall be converted into Performance Security Guarantee. The successful bidder, who has not submitted alongwith tender documents being MSEs, has to submit the Performance security guarantee within 15 days of awarding contract.
6. EMD of unsuccessful bidder will be returned after finalizing of tender without interest. No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
7. The earnest money of successful bidder shall be retained and refunded without interest after successful completion of contract period. EMD of unsuccessful tenderers shall be refunded at the earliest.
8. The Earnest money may be forfeited in the event of the following:
 - a. If tenderer withdraws its tender during the period of validity of the tender.

- b. If the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms & conditions of the tender.
9. TECHNICAL BID shall be opened at **1130 Hrs on 08/11/2019** in the presence of tenderers who wish to be present on the date of opening.
10. The TECHNICAL BIDS shall be scrutinized/verified by MMTC in terms of the tender and subsequently PRICE BIDS of technically qualified parties shall be opened.
11. The Tender should remain valid for a period of 90 days from the date of opening of PRICE BID.
- 12. Following technical bid offer should include the following documents alongwith participation fee and EMD: -**
 - a. Copy of PAN Card issued by Income tax Department.
 - b. Copy of GST registration.
 - c. If the party is registered, a copy of registration with MSME/its authorized agencies.
 - d. Proof of having experience of 3 years in the relevant field, in the Government Ministries/ Departments/Semi-Government Organizations, including Public Sector Undertaking.
13. Tenders with any conditions/deviations, whatsoever, shall be summarily rejected.
14. The tenderer should enclose a signed and stamped copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
15. MMTC may also make a panel of such service providers on the basis of rates quoted by the party who have quoted the lowest rates. Firms should also give their willingness to the effect that they are willing to be considered for empanelment.
16. The period of the contract will be one year initially which can be extended for further period subject to satisfactory work and willingness of the successful bidder by mutual consent. The successful firm will be required to start working immediately upon award of the contract. The work is to be carried out in the premises of the MMTC, CO, New Delhi.
17. The work shall be carried out by the successful bidder on receipt of the work assigned by caretaking Cell from time to time. No charges shall be paid for those work carried out without the approval of Caretaking Cell.
18. Only such work which cannot be done in the Office premises would be allowed to be done outside which will be determined by MMTC and shall be binding on successful bidder. No extra charges will, however, be payable on this account.
19. No cutting or overwriting in the tender form will be acceptable.

20. Rates quoted by successful bidder should be excluding of taxes.
21. To acquaint themselves with the work, the bidders are requested to visit office and contact Shri G.K. Bhowal, Manager (Admn) on any working day at MMTC Limited, Core-1, SCOPE Complex, New Delhi-110003 for the purpose.
22. MMTC has right to reject all/any bid without assigning any reason being final and binding
23. Financial bids will be opened of all the technically qualified bidders. The information of date, time and venue of the opening of financial bid shall be informed separately through email/telephonically.
24. No increase in the rates shall be given during the contract period.
25. In case of violation of any terms and conditions of the tender document, MMTC reserves the right to terminate the Contract by giving 30 days notice in writing and it will entitle MMTC to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
26. The SUCCESSFUL BIDDER shall be directly responsible for the discipline and proper conduct of all machine operators and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, SUCCESSFUL BIDDER shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time. Successful bidder shall indemnify MMTC under any such circumstances.
27. The SUCCESSFUL BIDDER shall indemnify MMTC and keep it indemnified against any claims or liability whatsoever from any authority under the Labour Laws or any other laws. 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 tender/subsequent 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 tender/ subsequent 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.

28. Ambiguous rates or rates not in conformity with specification at Annexure --1 or conditional &/or without inclusion of all any of charges as on date shall liable to be summarily rejected.
29. T.D.S. & other taxes will be deducted from the bills as per prevalent rules.
30. **Taxes and duties** : All statutory dues, taxes, duties, levies, excises, cesses and VAT, GST etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the successful bidder ; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, VAT, GST (which ever applicable)and other statutory local taxes levies including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract.
- Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.
31. The successful bidder shall have to make his own arrangements for storage of material required for the job.
32. The payments/ refunds by MMTC will be done thru' e-payment mode only.
33. The successful bidder shall be responsible for the safety of all items of furniture, office equipment and other fittings provided in the premises, if damaged during the execution of work which shall be recoverable from his bill or the security deposit or any other dues payable to the successful bidder by the company.
34. The selected bidder 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.
35. Nothing in the agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder / Bidders'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.
36. MMTC can terminate the contract at any point of time without assigning any reason, if the work of the successful bidder is found unsatisfactory. In this respect the decision of MMTC will be final and binding on the successful bidder and hold the successful bidder liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any of the services by the sudden discontinuance/dislocation or stoppages.
37. This is without prejudice to MMTC rights to enforce performance in respect of the rest of the work and the successful bidder shall in such event, pay to the

Company the additional cost incurred for having such work done by some other agency.

38. The compensation, connected expenses and legal disputes between the successful and staff deployed and any unforeseen casualty shall be borne/paid/ settled by the SUCCESSFUL BIDDER and the MMTC Limited in no way shall be party to the disputes and will have no liability on this account. It is also the SUCCESSFUL BIDDER's liability to provide wages as per minimum wages notified by Delhi Government and follow other statutory obligations.

39. FORCE MAJEURE : 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 **one 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.

40. APPLICABLE LAW AND JURISDICTION : All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

41. Arbitration Clause : Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this 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.

42. COMPLIANCE WITH LAWS :

The Selected Bidder shall comply with the laws in force in India in the course of performing the Agreement/contract.

- (a) 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.
- (b) 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.
43. CONFLICT OF INTEREST : The bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of the conflict.
44. 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.
45. 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.
46. GENERAL :

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 script 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.

47. MMTC reserves the right to reject any or all the quotations without assigning any reason thereof.

Special terms & conditions for bids to be submitted in electronic mode

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 on letter head

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136833	info@abcProcure.com
	+91-(79)- 68136850	
	+91-(79)- 68136878	
	+91-(79)- 68136823	
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 68136854/ 78/ 49	support@abcProcure.com
	+91-(79)- 6813 6850	fany.shah@eptl.in
	+91 9374519729	pankesh@eptl.in
	+91-(79)- 68136850	

2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on www.cca.gov.in wherein details have been mentioned.
3. The bidders shall register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
4. For minimum system requirements clients/bidders should refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders are advised to print and save bid submission receipt on submission of bids.

SUBMISSION OF BIDS

The offer complete in all respect to be submitted to our e-tendering portal only as per special terms and conditions contained in the document and the copy of the Technical Bid with prescribed EMD and tender fee bearing the name and address of the bidders in envelop superscribed "**Annual Contract for painting & polishing work of various furniture items**" should be dropped in Tender Box kept in Administration Division, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 07th November, 2019. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Price Bid). The price bid submitted other than E-Mode will not be considered.

Chief Manage(E)

LIST OF APPROVED BRANDMANUFACTURERS

Approved makes of material are listed below. In case it is established that the brands specified below are not available in the market, the successful bidder shall submit alternative proposal for the approval of MMTC.

S.NO.	DESCRIPTION OF ITEMS	APPROVED MANUFACTURER
1	Water proofing compound	Pidilite, Fosroc, Bostik
2	Paints polish (lacquer & melamine)	Acro, Asian, Berger, Nerolac
3	Oil Bound	Berger, Asian, Nerolac
4	Distemper	Asian, Berger, Nerolac

Note :Successful bidder shall provide samples before procurement of the materials for the approval.

(Declaration to be given on Contractor's Letter Head)

Dated :

The General Manager (Admn),
MMTC Limited,
SCOPE Building,
Core-1, Lodhi Road,
New Delhi – 110003.

Subject: Annual Contract for painting & polishing work of various of furniture items
and office premises of MMTC LIMITED.

Dear Sir,

We submit herewith our sealed quotation on the above as per Annexure I in
the tenders. We enclose herewith Earnest Money of Rs.10,000/- (Rupees Ten
Thousand only) and tender fee of Rs.500/- (Rupees five hundred) vide Pay
Order/Demand Draft No. _____ dated _____ drawn on
_____.

Following documents are also enclosed with the tender documents;-

- a. Performance certificates issued by the clients.
- b. Copy of PAN Card issued by Income tax Department.
- c. Copy of Service tax registration/TIN No./GST Registration.
- d. If the party is registered, a copy of registration with MSME/its
authorized agencies.

We accept the terms and conditions of the tender. In token thereof, the
authorized person of our firm has initialed every page of the tender.

Thanking you,

Yours faithfully,

Signature : _____
Name : _____
Designation : _____

ANNEXURE 1**FINANCIAL BID**

S.No.	Description	Unit	Rate/unit (Rs.)
1.	Distemping with oil bound washable Distempers of approved brand & Manufacture to give an even shade on old Work(two or more coat)	Sq.Mtr.	
2	Removing dry or oil distemper/plastic emulation paint by scrapping, sand papering & preparing the surface smooth etc.	Sq.Mtr.	
3	Wall/Ceiling painting with plastic emulsion paint of approved brand & manufacture to give even shade, two or more coats on old work.	Sq.Mtr.	
4	French spirit polishing including scrapping the Old one with one or more coats on old work on Doors/panels	Sq.Mtr.	
5	Melamine Polish after Scrapping & making smooth surface Finish	Sq.Mtr.	
6	Lacquer polishing of Teakwood beading 6 inches wide approx.	R..Mtr.	
7.	Lacquer polishing of Teakwood beading 4 inches wide approx.	R..Mtr.	
8.	Applying one coats of cement primer of approved Brand and manufacture on wall surface	Sq.Mtr.	
9.	Painting with enamel paint of approved brand and Manufacture to give on even shade (two or more coats)	Sq.Mtr.	
10.	Silicon paint on staircase after scrapping & making smooth surface with one or more coats	Sq.Mtr.	
11.	Lacquer polishing of teak wood office table : 1. Staff Table 2. Manager Table 3. GM/CGM Table	each each each	
12.	Lacquer polishing of teak wood Side Rack		

	1. Small 2. Big	each each	
13.	<u>Painting & polishing of furniture item</u> a. Steel almirah(big) b. Steel almirah(Small) c. Filing cabinets(big) d. Filing cabinets (Small) e. Steel high rack h. Numbering work on items	each each each each each each	
	Total Amount		

In Words (Rupees)_____

SIGNATURE OF THE
CONTRACTOR_____

NAME OF THE
CONTRACTOR/FIRM_____

SEAL OF THE FIRM