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Tender No: 1/SECURITY/BBSR/2019-20

Ref. No. MMTC/BBSR/Admn/Security/19-20

Date: 19/12/2019

MMTC Limited, a Govt. of India Enterprise having Regional Office at Alok Bharati Complex Sahid Nagar, Bhubaneswar-751007 invites sealed bids from Labour supply firm/Security Agency/Company/Contractor for providing Security Personnel/Guards (without arms) at MMTC Housing Complex, Joda on need basis. Tender documents can be collected from the Office of Chief Manager (Admn), MMTC Limited, RO: Bhubaneswar against payment of Rs.500.00 + applicable GST in shape of Demand Draft/Bankers Cheque/Pay Order from any Scheduled/Nationalized Bank (except the Co-operative bank) in favour of MMTC Limited, Payable at Bhubaneswar. The detailed Tender Call Notice can also be downloaded from official website of MMTC Limited (www.mmtclimited.com). In case of downloaded tender documents, the tenderers shall submit the duly completed bid along with cost of tender documents of Rs. 500/- + applicable GST in shape of demand draft/Bankers Cheque/Pay Order issued from any Scheduled /Nationalized Bank(except the Co-operative bank) in favour of MMTC Limited, payable at Bhubaneswar. Payment towards cost of tender documents may also be made on-line through RTGS/NEFT. However, the Micro & small Enterprise (MSEs) shall be issued tender documents free of cost subject to production of MSME Certificate. The tender documents consist of 2 bids i.e. Technical bid and Price bid. The bidders can submit their bids of Technical bid(s) and Price bid(s) in two separate envelopes and super scribe on the envelopes, Name of the Company/Agency/Contractor, Contact person phone/Fax/email address tender No. and closing date. The bidders shall put their sealed bids in the tender box kept in the office of MMTC Limited, Bhubaneswar. The last date of submission of bid(s) is 08.01.2020 up to 13.30 hrs. Bidders shall also send the bids by post through 'REGISTERED POST A/D' only addressed to the Chief Manager (Admn), MMTC Limited, Bhubaneswar which should reach within the closing date timing. The Technical bid shall be opened on 08.01.2020 at 15.30 hrs and the price bid of technically qualified bidders shall be opened subsequently. The bidders have to sign each & every pages of tender documents as a token of acceptance of terms & conditions.

The Tender should remain valid for a period of 30 (Thirty) days from the date of opening of PRICE BID. Tenders are advised to visit the work site (Joda Housing Complex), 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. **Any shortcomings in the tender documents can be asked from the bidders while verifying the technical bid before opening of the price bid so that this would help in wider participation to improve transparency and competitiveness.** 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.

- (1) Eligibility Criteria: The bidders shall submit the following documents in the technical bids along with EMD.
 - (a) Self attested copy of Registration with Employees provident Fund (EPF) authority.
 - (b) Self attested copy of PAN card & GST Registration Certificate.
 - (c) EMD of Rs 10000/- in form of DD/Banker cheque/ Pay order drawn in favour of MMTC Limited, payable at Bhubaneswar **or through RTGS/NEFT in the following details. (A/C No. 10229909115, IFSC code : SBIN0006657 (State Bank of India, Commercial Branch, Bhubaneswar))**
 - (d) ESI Registration Certificate
 - (e) Certificate of registration under the Orissa Shops and Establishment act 1956.
 - (f) Contractor must have experience of providing such services at least for a year, the proof of which needs to be submitted in physical form.
 - (g) In order to avail the exemption from payment of EMD and cost of tender paper the Micro and small Enterprises (MSE) are required to submit the certificate of registration.

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 & small Enterprises (MSEs), they shall be exempted from payment of earnest money as well as cost of tender paper, provided they should submit the MSME certificate).**

KYC details (Know your Customer)

In case of Company/ Firm

- (i) I D proof & address proof of Directors.
- (ii) MOA & articles of association.

In case of proprietorship

- (h) Copy of Proprietorship & Identity proof of the sole proprietorship
 - (i) Address & ID proof of proprietorship DL/Voter ID card/Aadhaar card etc.
- (2) **Scope of work:** The successful Bidders shall provide 03(three) numbers of Security Guards without Arms at MMTC Housing Complex, Joda. The Workmen/Manpower engaged by the Contractor/Firm/Company/Agency shall be deployed for Watch & Ward/ Security Service etc. The Contractor/Firm/Company/Agency shall provide all protective equipments to their workmen to be deployed for the said job.
 - (3) **Rates:** - Quoted rates shall include the consolidated rate for complete job inclusive of all charges/ statutory obligation. The rates include component of provident fund, ESI and other statutory charges. These shall be payable by contractor on due dates to the concerned authorities without fail and the contractor will furnish to MMTC the documentary evidence of all deposits. The service tax shall be reimbursed with monthly bills on actual basis on production of documentary proof of deposit income tax plus duties at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per IT rules and quoted rates shall be deemed to include this.
 - (4) **Period of Contract.** The period of contract shall be of 24 months from 01/02/2020 to 31/01/2022. The same shall be extendable only at the discretion of the MMTC Limited

subject to satisfactory completion of work during contract period/extended contract period. The decision of MMTC Limited is final and binding to the contractor.

(5) Payment of wages by the contractor:-

i) The agency shall pay wages to the worker directly in their bank account, not less than the minimum fixed by the Govt. of India, as per minimum wages Act. 1948 as amended from time to time and shall duly and properly comply with all legislation laws, rules or regulation relating to the employment of labour. A violation of the clause also is deemed to be breach of contract if the employer is called upon to make any payment towards wages etc. of the worker employed by the agency, the same will be done by deducting from the outstanding payment or against pending future bills of the contractor or from the security deposit.

ii) If during the contract period wages of labor increases by the statutory authorities, such increase become operative after time of submission of tender and reimbursement of increase in wages as applicable shall be made by MMTC to extent of actual increase. However, agency shall have to submit the documentary proof, accounts books etc for verification by MMTC to substantiate the claim.

iii) The contractor shall submit his monthly bills in triplicate to Chief Manager (Admn), RO, Bhubaneswar, after payment of wages to workers for processing of payment along with proof of payment of wages and proof of payment of statutory dues (E-passbook of individual works, PF/ESI challan etc.), within seven days of the ensuing month. Payment shall be released after necessary deduction of taxes, **Cess, absenteeism** through online directly in the bank account of the contractor.

iv) The Agency/Contractor shall provide 2 (TWO) pairs uniform and identity cards to the security guards being deployed by them.

(6) Security Deposit:- Rs 50,000/- (**including EMD**) shall be deposited as interest free security Deposit by the contractor/Agency. However, in case of the Micro & Small Enterprises (MSEs) they shall be exempted from payment of security deposit up to the monetary limit for which the unit is registered .

(7) Inspection of work :-The work is subject to inspection at any time by MMTC Limited. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out accordingly to the specification of this tender.

(8) Termination of contract:- In the event the contractor fails to execute the work with due diligence or shall refuse or neglect to comply with any orders given to him in writing by the MMTC within the scope of the contract or shall contravene the provision of the contract, MMTC may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention, compliance within such time as may be deemed reasonable not exceeding 15 days and in default of the compliances, MMTC without prejudice to its right under contract may rescind or cancel the contract holding the contractor liable for the damages that MMTC shall consider reasonable. MMTC shall have the option to complete the work either departmentally or may re-contract at a minimum possible price available at the risk and loss of contractor and the amount so incurred shall be recoverable from the dues of his work or from the security deposit with MMTC.

(9) Arbitration :- Any dispute or differences whatsoever arising between the parties relating to the meaning/scope /operation /effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by General Manager, Regional Office Bhubaneswar of MMTC Limited whose decision shall be final and binding or

the parties hereto. The provisions of Arbitration & conciliation act – 1996 as amended up to date shall apply to such arbitration. The venue of such arbitration shall be at Bhubaneswar.

(10) The contractor is responsible for compliance of the points given below which shall form part of this agreement once executed upon acceptance of this tender.

- a) The Contractor shall have his own PF code No. with the RPFC as required under Employer PF and miscellaneous provisions ACT 1952.
- b) It shall be the sole liability of the contractor to obtain and to adhere by all necessary licenses permission from the concerned authorities as provided under the various labour legislations including the Labour license obtained as per provisions of the Contract Labour (Regulation and Abolition) Act 1970.
- c) The contractor shall be responsible for required contribution towards PF, pension, ESI or any other statutory payments to be made in respect of worker employed on work under the contract and shall deposit the amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employees and employers contribution. The contractor shall submit all relevant records for verification by MMTC as and when asked for.
- d) The Contractor shall be solely responsible for payment of wages and other dues to the worker deployed by him latest by the 7th of the following month. MMTC reserves the right to check periodically payment of wages made by contractor to which personnel so engaged

The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc arising out of the disputes related to the dues and employment of personnel deployed by him. The Contractor shall indemnify MMTC against all losses or damages if any caused on it on account of acts of the worker if any deployed by him.

(11) The following policies shall also form the part of the agreement.

(i) Fraud prevention Policy: Commitments of the bidder(s) / contractor(s) / Buyers /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 www.mmtclimited.com during their participation in the tender process, 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 or 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 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.
- f. **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s) /Contractor(s)/Buyer(s)/Vendor(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 to 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"

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

12. 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, Act of State, Act 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.

GENERAL INSTRUCTIONS

1. Interested bidders other than submitting the bids in the tender box may also submit their bids by post through 'REGISTERED POST A/D' addressed to the Chief Manager(Admn), MMTC Limited, RO: Bhubaneswar and through any other mode shall not be accepted . 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 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 such tenders are liable for rejection. The tenderer shall duly attest all cancellations/insertions.
4. The Earnest money may be forfeited in the event of:-
 - A) If a tenderer withdraws it's tender during the period of tender's validity.
 - B) In the case of successful tenderer, if the tenderer fails to commence the work as required.
5. The Earnest money of unsuccessful bidders 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 submission of security deposit.
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 money 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/one or more of its partners/Share-holders/Directors have a relation or relations 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 tenderer 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. The term MMTC Limited 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),/
11. The Agency/ 'CONTRACTOR' shall mean the individual, firm or company who enters into contract with MMTC and shall include their executors, administrators, successors and permitted assigns.
12. The Agency/ 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the NIT, Tender documents, negotiation letter, award letter, agreement, the accepted rates, terms and conditions./ specification of tender/contract.
13. COMPLETION TIME shall mean the period by date specified in the Letter of Award/tender document.

14. The Agency/ Contractor shall furnish to the MMTC, the name, designation and address of his supervisor / agent and all complaints, notices, communication and reference 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.
15. The Agency/Contractor shall take instructions from time to time and liaison with Chief Manager (Admn), RO, Bhubaneswar, as required for day-to-day work at MMTC Housing Complex, Joda.
16. The Agency/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/staff 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 details.
17. In case *where only single bid* is received the tender may be cancelled.
18. For full details of tender, please visit our website: www.mmtclimited.gov.in. If any corrigendum/amendment made, it will be published in the said website.

MMTC LIMITED, REGIONAL OFFICE. BHUBANESWAR
(A Government of India undertaking)

Tender No: 1/SECURITY/BBSR/2019-20

Ref. No. MMTC/BBSR/Admn/Security/2019-20

Date: 19/12/2019

<u>Price Bid</u>			
SL.No.	Head	Rate of charge in % age as per statutory norms, where applicable categories	Categories Skilled (security personnel -without arms) (as per price bid part-1) (Rs)
1	Basic Minimum wages including VDA (as per Govt. norms)		
2	ESI		
3	EPF		
4	Bonus		
5	Cost of uniform & washing allowance		
6	Any other (Pl. Specify) Leave /Reliever charges		
7	Cost per head per month (A)		
8	Service charges per head per month)(B)		
9	Total cost per head per month (A=B)		
10	No. of tentative person required		03(Three)
11	Total cost per month		
12	Bid value per month		

The payment shall be made by the following formula with relevant charges 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- Monthly wages payable to individual = 26 days' minimum wages as per central govt. notification.

Signature of the Tenderer/Agency/Firms,
With date and stamp

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

No _____

Date _____

The Chief Manager(Admn),
MMTC Limited,
RO, Bhubaneswar.

Tender No: 1/SECURITY/BBSR/2019-20

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 NEFT/RTGS/ demand Draft/pay order/Banker's cheque No. _____ Dt. _____ drawn on _____ favoring MMTC Limited, payable at Bhubaneswar.

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

My/Our offer includes component of provident Fund, statutory charges, ESI contribution, taxes, Duties etc and excludes applicable service tax only. All the statutory payments along with service tax will be paid by me/us to concerned authorities on due dates and I/we understand that the 'service tax' 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: