

**NOTICE INVITING LIMITED TENDER  
FOR GARDENING SERVICES AT  
MMTC BHAVAN, PORT AREA, VISAKHAPATNAM**

No. MMTC/VIZAG/ADMN/GARDEN/2018-19.

Dt. 08.11.2018

|    |                                                                                                                            |   |                                                                                                                                                                                       |
|----|----------------------------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name of the Work                                                                                                           | : | Gardening Services at<br>MMTC Limited,<br>MMTC Bhavan, Port Area<br>Visakhapatnam-530035,<br>Andhra Pradesh                                                                           |
| 2. | EMD                                                                                                                        | : | Rs.30,000/- (Thirty thousand only) in<br>the form of DD in favour of MMTC Ltd,<br>payable at Visakhapatnam. Or by<br>electronics fund transfer (payment<br>details given in details). |
| 2. | Commencement<br>of Work & period of<br>Contract                                                                            | : | 1 <sup>st</sup> Dec 2018 onwards for 2 years.                                                                                                                                         |
| 3. | Last date & time<br>for receipt of tender                                                                                  | : | Till 14:00 hrs. on 22 <sup>nd</sup> Nov 2018                                                                                                                                          |
| 4. | Opening date & Time<br>of Tender                                                                                           | : | At 15:30 hrs. on 22 <sup>nd</sup> Nov 2018                                                                                                                                            |
| 5. | Contact & Address for<br>communication                                                                                     | : | Mr. J. K. Rao, DGM (Admin)<br>MMTC Ltd, Port Area,<br>Visakhapatnam-530035                                                                                                            |
| 6. | Mode of Submission                                                                                                         | : | Sealed envelopes as per terms given.                                                                                                                                                  |
| 7. | Tenders received after 14:00 hrs. as on date 22-11-2018 will be<br>treated as late and are liable to be ignored summarily. |   |                                                                                                                                                                                       |
| 8. | Price bid will be opened only for the technically qualified bids.                                                          |   |                                                                                                                                                                                       |

J K RAO  
DGM (ADM)

### **DETAILS OF TENDER**

MMTC Limited (A Govt. of India Enterprise), Regional Office at MMTC Bhawan, Port Area, Visakhapatnam-530035, India, hereinafter called "MMTC" invites sealed bids from reputed & registered organizations/ agencies, which have experience in maintenance of Gardens for the office premises at MMTC Bhawan, Port Area, Visakhapatnam.

- 1) The Bidder is required to submit the bids in two separate sealed envelopes i.e. one for Technical Bid (**Annexure A**) duly signed and stamped on each page and documents enclosed and the other envelope for Price Bid (**Annexure B**). Both the above two envelopes containing Technical Bid and Price Bid shall be put in another envelope super scribing "**Tender No. MMTC/VIZAG/ADMN /GARDEN/2018-19**" for 2 years purpose and put it in the Tender Box placed at the office on or before 14:00 hrs. on 22-11-2018. Bids received after due date and time will not be accepted.
- 2) MMTC reserves the right to reject any or all offers received and may cancel the tender at its discretion without assigning any reason thereof.
- 3) The rates quoted by the Bidder(s) / in the bids, should remain valid for 30 (Thirty) days from the date of opening of the tender. There should not be any indication / mention of rates in the technical bid and if the same is found, the same will be summarily rejected. Hence, the rates quoted must be mentioned in the Price bid only.
- 4) The Bidder(s), should quote the latest rates as per the Minimum Wages Act of 1948, revised from time to time and as per the Gazette of Andhra Pradesh. The rate of wages and allowances should be in full conformity with the latest rates notified by the AP State Government for the services and other relevant statutory authorities i.e. State/Central. Any bid which is not in such conformity will be summarily rejected.
- 5) Bids submitted in the prescribed pro-forma (Annexure B) should be competitive/ reasonable. MMTC will not pay any amount other than the amount stipulated except when statutory payments are revised by the government. In such case, proof of relevant notification will be submitted by the bidder for sanctioning of revised claim.
- 6) Quote for Service Charges should be fairly reasonable and feasible and same will be subject to TDS.
- 7) Besides any amount to be quoted at L1 level should not be unreasonable. If found unreasonable, the bid will be rejected without assigning any reason thereof.
- 8) The Bidder(s), shall ensure that payment of wages to the deployed worker is made by the 7th day of every following month and wage slips are issued to the workers. The Bidder shall make payment to the

deployed workers by depositing the payment towards the wages in their bank accounts and submit the copy of bank statement to the office along with the bill for verification.

- 9) The successful Bidder, shall execute an agreement with MMTC LTD on the basis of agreed terms & conditions between the parties hereto.
- 10) It shall be the responsibility of the persons submitting the bids to carefully read the tender documents and to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC, whose details are as follows: -

| Sl No. | Name             | Phone           | Mobile         |
|--------|------------------|-----------------|----------------|
| 1      | Mr. J K Rao, DGM | +91 891 2562108 | +91 9866559936 |

E-mail: jk rao@mmtclimited.com

- 11) The Technical bid will be opened on same day of tender closing date on 22-11-2018 at 14:00 Hrs. If the tender opening date happens to be a holiday then the next working day will be the date of opening of tender. The Price bids of technically qualified Bidders, will only be opened thereafter. The Authorized Representatives of the Bidders, may witness the process, if desire so. Bids dropped in the box after stipulated timings at 14:00 hrs will not be accepted.
- 12) The units registered under Single Point Registration Scheme of NSIC are exempted from payment of EMD under public procurement policy for micro & small enterprises order 2012 vide Gazette Notification dtd. 26.3.2012 which has become mandatory w.e.f. 01/04/2015.
- 13) Bidder(s), shall affix their stamp and signature on all the papers submitted, without fail.
- 14) The Bidder(s), shall provide one Gardner with (9.30am to 5.30pm) 8 hours duty from morning to evening at MMTC Bhavan, Port Area Visakhapatnam.

**TERMS AND CONDITIONS:**

- 1) Bidder/ Agency shall arrange for surprise inspection of the premises regularly to ensure that the workers deployed are alert at all time.
- 2) Bills, shall be submitted by the bidder before 5<sup>th</sup> of succeeding calendar month. MMTC will make the payment towards the bills submitted on monthly basis subject to satisfactory performance of the duties assigned. Payment to be made is subject to deduction of tax at source as per rules.
- 3) The bidder shall engage its own personnel to the organization. The

agency shall suitably instruct their personnel and ensure that persons posted on duty don't divulge or make known any information on trust, accounts, office matters, transactions or business affairs handled by MMTC to any person/persons/organizations which may be detrimental to or jeopardize the interest of MMTC & they don't involve themselves in any activities which are likely to affect the interests of MMTC office/organization and shall maintain high order of trust and confidence at all.

- 4) Incorporation of 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 or allow other services to indulge in fraudulent activities and that they would immediately apprise the organization of fraud/suspected frauds as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transactions of MMTC is liable to be treated as a crime and dealt with by the procedure of MMTC as applicable from time to time.
- 5) The Bidder(s), should be registered with the authority empowered to issue the license to carry out such business such as Regional Labor Commissioner (State or Central) with license valid up to the next one year (Attested copy of license to be enclosed)
- 6) The Bidder should have experience in maintenance of Gardens at Central/State Govt. Depts./Organizations or Public-Sector Undertakings (PSUs) for a minimum period of Three years ending with the financial year 2016-2018 (proof shall be enclosed) Experience certificate(s) from at least one departments to be enclosed.
- 7) Duly attested copies of the latest along with the last two years of Income Tax Returns with PAN No., EPF, ESI and GST registration must be enclosed along with the bid.
- 8) Bidder(s), shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misconduct with MMTC or any other PSU/reputed organization in the past, such Bid shall not be entertained.
- 9) The Bidder(s), submitting the bid, would be deemed to have inspected the office premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 10) The bids should be accompanied by an **Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand only)** in the form of a crossed Demand Draft/Pay Order favoring "**MMTC Ltd.**" drawn on any Scheduled Bank (other than co-operative bank) payable at Visakhapatnam, or by electronic transfer as per banking channel given below.

| Bank name | A/c Name & No.               | IFSC Code   |
|-----------|------------------------------|-------------|
| SBI       | MMTC Ltd.<br>No. 10308090583 | SBIN0014407 |

- 11) The bids without EMD will be summarily rejected. No interest shall be

payable on EMD. This EMD shall be refunded to unsuccessful Bidder(s), within two weeks. The EMD of the successful Bidder/ Agency will be converted into security deposit and will be refunded within 15 days on expiry of the contract.

- 12) Bidder(s), should verify the antecedents of the persons before deployment to MMTC. It is specially agreed between parties hereto that there will be no relationship of master and servant between MMTC and Agency or between MMTC and the persons engaged by the Agency. The persons engaged one or two by the Bidder, will have no right or claim of whatsoever nature against MMTC.
- 13) The agency shall provide all necessary amenities/liveries to the persons deployed such as safety shoes, raincoats, torch lights, and required tools like crow bar/ spade/gunny bags/canned baskets/containers etc for carrying out the work and the persons will use them while on duty.
- 14) The Bidder, shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, PF Act, ESI Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The Bidder, shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his own level and maintenance of such record as per rules.
- 15) The Bidder shall be required to submit a copy of Challan/ abstract/ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to the contractor towards service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all employees, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill is claimed. The contractor shall ensure that the cheques issued, should not be dishonored under any circumstances. They will also arrange to open such EPF/ESI accounts of all the employees deployed by them.
- 16) Any breach of the compliance of such formalities on more than two occasions during the tenure of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its employees solely lies with the Bidder.
- 17) The Bidder shall maintain records as required under various statutes such as Payment of Wages Act, Central/State Labor Acts, Workmen Compensation Act, ESI Act., EPF Act and other similar acts in force for the period of operation of the services of the Agency with MMTC. The

Agency shall obtain necessary permissions, license and make necessary deposits as may be required from time to time in this regard at its own cost to the statutory authorities. The Bidder shall also forward every month copies of challans along with a statement of proof of deposit of EPF and ESI, GST payments proofs/contributions in respect of the persons engaged by the Agency with MMTC. The persons deployed by the agency shall be physically fit shall have minimum experience in maintenance of gardens, shall be conversant with the minimum of Telugu.

- 18) The Bidder shall remove and replace any of the persons on whom MMTC loses confidence and/or considers not suitable for any reason whatsoever. MMTC need not disclose the reason for such contingency. MMTC reserves the right to award the contract to any other Agency or any person or persons or to their employees directly at its discretion in addition to or as replacement to the services of the Bidder, by giving one month notice without paying any compensation to the Bidder.
- 19) The Bidder shall be fully responsible for any liability arising under the Workmen Compensation Act/ESI Act or for any accident or injury caused to the personnel provided by the Bidder and MMTC shall not be responsible for the same. The Bidder shall also be responsible for any liability arising under PF act or Contract Labor (Regulation & Abolition) Act 1970 as amended from time to time or any other acts applicable in respect of the personnel provided to MMTC by them. In the event of MMTC is made liable or is made to pay any amount or any such claim or demand made for any reason, MMTC shall be entitled to adjust the same from the bills payable to the BIDDER.
- 20) **DUTIES OF THE GARDNER:**
- a) Watering of plants and grass on daily basis.
  - b) Cleaning and trimming the grass and plants as and when required.
  - c) Providing manure & fresh soil to the plants and grass once in 6 months for their growth. The cost of soil, manure & pesticides shall be reimbursed @ Rs. 1,000/- (One Thousand) for manure and Rs.1,000/- (One Thousand) for soil and pesticides on production of bills.
  - d) Provide anti-pest/chemical treatment to plants and grass periodically.
  - e) Replacement/removal of damaged plants/grass patches, as and when required.
- 21) In the event of the Bidder committing a default or breach of any of the provisions of the Labor Laws, including the provisions of the Contract Labor Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay, to MMTC LTD a sum as may be claimed by MMTC.
- 22) MMTC will not be responsible for any legal dispute between

contractor/ Agency and persons deployed by them.

- 23) MMTC has no obligation/liability to pay any additional amount or compensation for engaging any other employee by the Bidder. Salary and any other liability including EPF and ESIC and all other expenditure connected there to, shall be borne by the Bidder and be paid by them. It is the responsibility of the Bidder to ensure alternative arrangement, in case the person deployed for the work does not turn up, on time or fall sick. In the event of breach of any of the terms or conditions of this Agreement by Bidder, MMTC shall be at liberty to terminate the agreement forthwith without any notice/compensation to the Bidder and also shall withdraw the persons engaged under the contract on expiry/ termination of the contract.
- 24) The period of contract shall be initially for a period of two years from the date of signing the agreement. MMTC reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for another one year.
- 25) Falsification/suppression of information shall lead to disqualification of then Bidder and cancellation of contract even after award of work during the currency of the same.
- 26) **DISPUTE RESOLUTION:** The Clarifications/Disputes if any arising out relating to any point(s) or clause(s) of this agreement including interpretation / terms of the agreement shall be resolved through joint discussion of authorized representative(s) of both the parties. However, the decision(s) of General Manager, MMTC Limited, Visakhapatnam would be final and binding on both the parties.
- 27) **JURISDICTION:** All matters connected with the tender/contract shall governed by exclusive jurisdiction of the courts at Visakhapatnam.
- 28) **HOLIDAY LISTING:** 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 Bidders 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.
- 29) **TERMINATION:** Notwithstanding anything contained hereinabove, MMTC has the right to terminate the agreement with the Bidder by giving ONE month's notice at the address appearing herein above.
- 30) **ANNEXERE "A" TECHNICAL BID**

The tender participant is required to submit copy of the following documents along with the technical bid.

1. Copy of Registration certificate of the firm.
2. Copy of GST Registration Certificate.
3. Copy of PAN.
4. Copy of Work experience certificate in related Garden services of reputed organization.

5. EMD amount of Rs.30,000/- (Thirty Thousand Only) in the form of DD in favour of MMTC Ltd. Or acknowledgement of electronic fund transfer.
6. Bank particulars.
7. Arbitration cases pending if any for the last 5 years.
8. Tenderer details

31) **ANNEXURE "B" PRICE BID**

Rate per Person (unskilled to be quoted as per the Minimum Wages act of 1948 as per the Gazette of Andhra Pradesh State.

| <b>Annexure - B, PRICE BID</b> |                                                        |                    |
|--------------------------------|--------------------------------------------------------|--------------------|
| <b>Sl. No.</b>                 | <b>Particulars<br/>(per person per month basis)</b>    | <b>Rate in Rs.</b> |
| 1                              | Minimum wages (Basic+VDA) as per act                   |                    |
| 2                              | EPF Contribution                                       |                    |
| 3                              | ESI Contribution                                       |                    |
| 4                              | <b>Gross Wages (1+2+3)</b>                             |                    |
| 5                              | Administrative/Service charges of the service provider |                    |
| 6                              | Charges in Percentage                                  |                    |
| 7                              | <b>Total (4+5)</b>                                     |                    |
| 8                              | CGST                                                   |                    |
| 9                              | SGST                                                   |                    |
| 10                             | <b>Total Charges per Person per month (7+8+9)</b>      |                    |

Signature of the Bidder/Security Agency with Stamp



## 32) Bidder/Agency's Profile

| Sl. No. | Particulars                                                                             | Details |
|---------|-----------------------------------------------------------------------------------------|---------|
| 1.      | Name of the Company                                                                     |         |
| 2.      | Address for correspondence (proof to be enclosed)                                       |         |
| 3.      | Name of the Contact Person, Signing Authority                                           |         |
| 4.      | Contact Details: Tel/Mobile No:<br>E-mail Address:<br>Website:                          |         |
| 5.      | Current License from RLC                                                                |         |
| 5.      | Company/Firm Registration No. (proof to be attached)                                    |         |
| 7.      | PF & ESI Registration Nos:                                                              |         |
| 8.      | PAN & GSTIN                                                                             |         |
| 9.      | EMD Details                                                                             |         |
| 10.     | Work Experience in Govt/CPSU/PSU                                                        |         |
| 11.     | Annual Turnover for the last Three financial years                                      |         |
| 12.     | Bank Details                                                                            |         |
| 13.     | Solvency Certificate from Bank                                                          |         |
| 14.     | Three Years IT Returns                                                                  |         |
| 15.     | Self-certification that the Agency has never been blacklisted by any Govt. Organization |         |
| 16.     | Any other document                                                                      |         |

Note: Self attested supporting documents are to be attached.

Full Name, Designation and signature of the Authorized Signatory: (With seal of the Company)

\*\*\*\*\*