



Sub-Regional Office: Kalinga Road, PO: Barbil, Dist: Keonjhar, PIN -758035  
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## **EMPANELMENT OF CONTRACTORS FOR CIVIL WORKS**

EMPANELMENT NOTICE NO. MMTC/BBN/CIVILWORKS/2018-19

DATE : 15.03.2019

MMTC Limited, Sub-Regional Office, Barbil invites applications for empanelment of Contractors from the Firm who are registered with CPWD/State PWD/MES/Railways/Semi Govt. Organizations and other Autonomous Bodies under Govt. of India as Contractors for undertaking various civil works at MMTC Housing Complex, Joda & SRO, Barbil-758035.

The Contractors shall apply for empanelment in prescribed format, which can be downloaded from MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com).

Last date of receipt of complete empanelment document is up to **13.00 hours on 04.04.2019.**

MMTC LIMITED, Barbil reserves the right to accept or reject, any or all the offers submitted in response to this advertisement without assigning any reason thereof.

Manager  
MMTC Limited,  
Sub-Regional Office, Barbil,  
Kalinga Road, AT/PO-Barbil,  
Dist: Keonjhar (Odisha) - 758035

EMPANELMENT NOTICE NO. MMTC/BBN/CIVILWORKS/2018-19

DATE : 15.03.2019

## **1.0 NOTICE INVITING APPLICATION FOR EMPANELMENT**

MMTC Limited is a Govt. of India Public Enterprise under Ministry of Commerce, having Sub-Regional Office at Kalinga Road, Barbil-758035

Manager, MMTC Limited, Barbil invites applications for empanelment of Contractors from the Firms who are registered with CPWD/State PWD/MES/Railways/Semi Govt. Organization/Autonomous Bodies under Govt. of India as Contractor for undertaking various Civil Works at MMTC Housing Complex, Joda & SRO, Barbil, Dist: Keonjhar – 758035.

### **1.1 SCOPE OF THE WORK**

The empanelled Contractors have to carry out all civil related works viz. cement concreting, brick/stone/masonry, plastering, flooring, painting, paving, aluminium partition work, MS fabrication work, water proofing, carpentry, plumbing etc. costing up to Rs. 5.00 lakhs, at MMTC Housing Complex, Madhuban, Joda & SRO, Barbil, Dist: Keonjhar – 758035 as and when required.

For the works costing more than **Rs.5.00 Lakhs**, an open tender will be called and for such tenders, the empanelled contractors under this process meeting the stipulated criteria of tender can also participate.

### **1.2 ELIGIBILITY CRITERIA**

Prospective Agencies will be required to fulfill following criteria for participating in the tendering process:

- i. The Firm/contractor shall be registered with Govt./Semi Govt. Organization like CPWD/ State PWD/MES/Railways/Semi Govt. Organization and other Autonomous Bodies under Govt. of India as Contractor.
- ii. The Firm/Contractor shall be registered with Income Tax and Service Tax Department/GST as per Govt. rules and regulations.
- iii. The Firm/Contractor should have average annual turnover (Gross) for the last three years of **Rs.1,00,000.00 (Rupees One Lakh only)** and should not have incurred any loss in more than two years during the immediate last three consecutive financial years ending on 31.03.2019.
- iv. The Contractor should have carried out similar type of works during last five years as below :-
  - A. Three Civil related works costing not less than Rs. 1,00,000/-
  - or
  - B. Two civil related works costing not less than Rs. 2,00,000/-

### **1.3 ISSUE OF APPLICATION FORMS**

The application form for empanelment shall be downloaded from the MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com). The application form is also available with **the Manager, MMTC Limited, Sub-Regional Office, Barbil Dist: Keonjhar -758035.**

### **1.4 SUBMISSION OF APPLICATION**

The completed empanelment documents shall be submitted to the Manager, MMTC Limited, Sub-Regional Office, Barbil, Dist: Keonjhar -758035, on or before **13.00 hours on 04.04.2019**

MMTC Limited, Barbil reserves the right to accept or reject, any or all the offers submitted in response to this advertisement without assigning any reason thereof.

Manager  
MMTC Limited,  
Sub-Regional Office, Barbil,  
Kalinga Road, AT/PO-Barbil,  
Dist: Keonjhar (Odisha) - 758035

## **2.0 TERMS AND CONDITIONS FOR EMPANELMENT OF CONTRACTORS FOR CIVIL WORKS**

- i) Application form for empanelment shall be submitted in a sealed envelope superscribing thereon 'Application for Empanelment as Civil Contractors'.
- ii) The application shall be submitted strictly in the prescribed format along with supporting documents.
- iii) The application shall be signed by the applicant or authorized person on behalf of the applicant or their organization by enclosing an Authority Letter / Power of Attorney.
- iv) If the space in the application form is insufficient for furnishing full details, the applicant may give the details on a separate sheet which is their official letter head.
- v) Application containing false and / or incomplete information is liable for rejection.
- vi) If any information or details furnished by applicants are found to be false at any time in future, the empanelment of such applicant will be cancelled immediately.
- vii) The Bidder should sign each page of the application.
- viii) Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, Initialing, dating and rewriting.
- ix) MMTC may approach / visit the contractor's clients to verify contractor's general reputation / competence.
- x) Documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. With regard to the completed works, copies of the work order and completion certificate shall be submitted.
- xi) The applicant has to submit the Client's Certificate from at least one of their clients mentioned in the list of work executed.
- xii) Decision of MMTC Limited in selection of contractors will be final and binding and no further correspondence will be entertained. Contractors empanelled will be informed by post.
- xiii) The enlistment of a contractor with MMTC shall only entitle him to be considered for issue of tender paper. It shall not confer any right on him either to be necessarily issued the tender papers or for award of work.

- xiv) Generally, the routine works at MMTC Housing Complex, Joda & SRO, Barbil – 758035 will be awarded by calling competitive quotations / tenders from the empanelled contractors.
- xv) MMTC Ltd. reserves the right to call open tenders in which agencies not empanelled in this process but meeting the qualification criteria for the tender can participate. For such tenders, the Empanelled contractors under this process meeting the stipulated criteria of tender can also participate.
- xvi) The empanelment shall be valid for a minimum period of 3 years.
- xvii) The contractors who would be empanelled are required to deposit Rs.5000/- as security deposit. Such deposit does not carry any interest and it will remain with MMTC till the validity period of the empanelment.
- xviii) The empanelled firm is required to keep updated MMTC about the change of address, change of the Management etc. from time to time.
- xix) The applicant should ensure that the application is delivered at the given address within prescribed date and time as mentioned in the advertisement.
- xx) MMTC Ltd. may remove the name of the firms from the empanelled list if the contracting firm,
- Has, on more than one occasion failed to execute a contract or has executed it unsatisfactorily or
  - is proved to be responsible for construction defects in two or more works; or
  - persistently violates any important conditions of the contract; or
  - does not start the work after the same is awarded to him on three occasions.
- xxi) MMTC Ltd. reserves the right to accept or reject, any or all the offers submitted in response to this advertisement without assigning any reasons thereof.

### **3. TERMS OF PAYMENT :**

- 3.1 Payment of bills, which are ready in all respects, shall be made within **3 weeks** of receipt of bill at MMTC.
- 3.2 Any clarification/correction/modification, if required, in the bill will be sought from the contractor/supplier/service provider within 1-2 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC, Barbil.

3.3 In case of any disagreement between MMTC and the contractor/supplier/service provider on any part of the bill, such part may be severed from the rest. Payment against agreed and admissible part can be processed as per laid down procedure, while the disputed part can be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration as mentioned in the tender.

**4. 1. Fraud Prevention Policy: Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s) :** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**4.2.(i) Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

**4.2(ii). Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

#### **5. 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.”

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

Manager  
MMTC Limited, Sub-Regional Office, Barbil,

**APPLICATION FORM**

1. Name of the Contracting Firm:
2. Postal Address:
3. Contact Details:
4. Telephone, Email address:
5. Year of Establishment:
6. Nature of Company-Proprietorship/Partnership/Private Ltd. Etc.
7. Name of the Director/Partners/Proprietor:
8. Registration with Tax Authorities:
9. Registration with Govt. Organization /Statutory bodies such as CPWD / PWD /MES etc. :
10. Name and Address of the Bankers :

Signature of the applicant with seal.