

MMTC LIMITED, R.O., MUMBAI

MMTC HOUSE, PLOT NO. C-22
'E' BLOCK, BANDRA-KURLA COMPLEX
BANDRA (E), MUMBAI – 400 051

MMTC/Mum/Admn/HK/2016-17

Date : 08.09.2016

NOTICE INVITING TENDER FOR HOUSEKEEPING SERVICES

1 Tenders are hereby invited from all eligible and experienced/reputed firms, to provide housekeeping services under the jurisdiction of MMTC Limited, MMTC House, Plot No. C-22, E Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. .

2. Tender Document is available on the website of the MMTC Limited, www.mmtclimited.com.in and www.eprocure.gov.in. The intending bidders may download the tender document containing the terms and conditions and submit the same along with the Tender Document Fee of Rs. **1,000/-** (Rupees One Thousand only) which can be paid either along with tender application (put in a seal cover containing the bid) in the form of Demand Draft for Rs. 1,000/- in favour of "MMTC Limited payable at Mumbai by the stipulated date and time. The demand draft should be issued by any nationalized or scheduled bank. Alternatively the tender documents can be personally collected by paying Rs 1,000/- from our above mentioned office on any working day.

3. All interested service providers are requested to submit their sealed Tender/Quotations as per prescribed procedure to this office on or before 1500 Hrs of 23.09.2016.

4. The sealed Tender/Quotations/ will be opened before the tender opening Committee at 1530 hrs on 23.09.2016 in the conference hall, 3rd floor, MMTC House, BKC, Bandra(E) Mumbai 400 051. Financial bids of those bidders who qualified in technical bid will be opened within one week after giving due intimation to the successful bidders. Bidders/authorized representatives are requested to attend the bid opening process on scheduled date, time and venue.

(Sanjay. N. Ramraje)
Sr. Manager (A)



MMTC LIMITED, MUMBAI
(A Govt. of India Enterprise)

ADMINISTRATION DIVISION

No.MMTC/MUM/ADMN/TENDER/HK/2016-17

Dated: 08/09/2016

NOTICE INVITING TENDER

WORK: ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEPING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, C-22, E-BLOCK BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI 400 051

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MMTC LIMITED, MUMBAI

(A Govt. of India Enterprise)

ADMINISTRATON DIVISION

No.MMTC/MUM/ADMN/TENDER/HK/2016-17

Dated:08/09/2016

TENDER DETAILS

WORK: ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEPING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC

Sr No	Particulars	Details
1	Issue of tender document	With effect from 09.09.2016 (During working days i.e Monday to Friday from 10.00 am to 5.00 pm) till 21.09.2016. (5.00 pm)
2	Tender fee	Rs.1000/- (One Thousand only) Cash/DD.
3	Earnest money deposit (EMD)	Rs.50,000/- only(Fifty Thousand only)
4	Due date of tender (two bids) submission	Upto 1500 Hours on 23/09/2016
5	Technical bid's opening date	1530 Hours on 23/09/2016
6	Price Bid's opening date	Within one week from the date of technical bid opening date.
6	Interest free Security deposit	Rs. 3.00 lacss(Rs. Three Lacss Only) including EMD.
7	Defect liability period	3 months from date of completion.



MMTC LIMITED, MUMBAI
(A Govt. of India Enterprise)

ADMINISTRATON DIVISION

No.MMTC/MUM/ADMN/TENDER/HK/2016-17

Dated: 08/09/2016

NOTICE INVITING TENDER

To,

M/s.....
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Sub: Tender for awarding annual maintenance of 19 flats at various places in Mumbai & House keeping work at MMTC House & SEEPZ including lift operations atMMTC House, BKC., Bandra(E) Mumbai 400 051.

Dear Sir,

Sealed tenders in two bid systems are invited on behalf of MMTC Limited (A Govt. of India Enterprises), MMTC House, C-22, Block 'E', Bandra Kurla Complex, Bandra (East), Mumbai-400 051 from mumbai based experienced housekeeping contractors.

1. Location and Area to be covered

Sr. No.	Name of the Section/Office/Location.
1	MMTC Limitec , MMTC House, Plot No. C-22, E Block, BKC, Bandra (E) Mumbai – 400 051. [Basement, Terrance(periodically), Ground, 2 nd and 3 rd Floors) and area within the boundary wall of the building(periphery)
2	MMTC SEEPZ Office. Andheri
3.	19 flats located at various places in Mumbai. (as per list given in scope of work.)

1. ELIGIBILITY CRITERIA:

- a. The agency should have overall turnover of minimum Rs.30 Lacs (Rupees Thirty Lacs) in housekeeping services during the last three years i.e. 2013-14, 2014-15



& 2015-16 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.

- b. The agency should have minimum experience of three years in providing housekeeping services in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested.
- c. The firm should have executed labour contract in the past and should have got valid license for that contract from the Labour Commissioner or competent authority (copy to be submitted)
- d. Firm has to submit copy of Valid Labour License from Labour Commissioner.
- e. Firm has to be obtained EPF No and ESIC No.
- f. Firm must have income tax, PAN, copy to be submitted
- g. Copy of Credentials in support of Job contract/Labour contract etc. for executing similar work (provision of miscellaneous services in different sections as per enclosed scope of the work) Govt. Organizations.
- h. Average Annual financial turnover during last 3 years ending 31st March of the previous financial year, should not be less than Rs. 9 Lacss.
- i. Experience of having successfully completed works during the last 10 years ending last day of month previous to the one should be as follows:-
 - i. Three similar completed works costing not less than amount equal to Rs. 20,00,000/-
 - ii. Two similar completed works costing less than amount equal to Rs. 25,00,000/-
 - iii. One similar completed works costing not less than amount equal to Rs. 40,00,000/-
- j. Firm to provide valid service tax registration.
- k. List of supply order related to supply of contract labour, executed by the firm, in MMTC Limited to be provided in technical bid.
- l. Offer should be as per tender specification, any deviation in the offer should be clearly indicated.
- m. Firm has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc.
- n. PVR of manpower supplied by the firm is compulsory.
- o. Firm must deposit tender fee of Rs. 1,000/- (Cash/DD) be in the account of the MMTC Limited, payable at Mumbai.
- p. The firms registered in MSME/NSIC are exempted from the payment of EMD and Tender fee.
- q. The firm should submit financial capability through latest ITCC annual report along with balance sheet, profit and loss statement, of last three years.
- r. Submission of bid will be only through tender process only.
- s. Any firm run by proprietor belongs to SC/ST Category and Women may be given priority.



- t. Contractor shall get himself acquainted with the provision of the Contract Labour Act including payment of Wages Act, 1936, Minimum Wages Act, 1946, Employees Liability Act, Workmen Compensation Act, Employees Provident Fund Act, the rules there under and meet all the statutory liabilities as per labour laws including wages, leave, gratuity, EPF, ESIC etc., as applicable in respect of Contract Labour engaged at MMTC Limited and shall give an undertaking to his effect.
- u. Service tax will be payable as per latest notification applicable.
- v. The minimum wages applicable for labour will be as per notification No. B-27(1)/2015 E-1, Dt. 13.10.2015 by the competent authority i.e., Dy. Chief Labour Commissioner (Central) Mumbai against schedule No. (viii) and viii(b) Central Government rate per day w.e.f. 01.04.2016. Price variation is applicable as per Government notification. Supply order will be amended on receipt of Notification from Dy. Chief Labour Commissioner.
2. Management reserves the right to increase or decrease the tender quantity or duration or both.
 3. The firm has to claim payment on monthly basis, including the reimbursement of cost of consumables which the contractor shall provide.
 4. Payment to labourers will be made on monthly basis against bill supported by wage/muster roll/copy of statement. The firm should also submit proof of payment EPF/ESIC, etc., to the labourers. The firm must submit the copy of online Electronic Challan Receipt (ECR) immediately after next month.
 5. Firm shall submit Performance Security Deposit (PSD) of Rs. 3,00,000/- (Rs. Three lacs only) including EMD for total supply order value within 30 days of receipt of supply order. The same is applicable in case amendment to supply order is done due to revision of wages or if option clause operated. This PSD will be returned/adjusted at the end of contract period. PSD will be accepted in the form of Bank Guarantee.
 6. The contractor shall furnish list of workers to be detailed on duty on daily basis to gate security incharge and concerned section duly signed by him for the purpose of daily mustering in and out and attendance in the concerned section.
 7. Firm has to submit list of workers to be deployed for the work before commencement of the contract.
 8. Contractor should not change any contract during the execution of contract without prior permission of the MMTC management
 9. Contractor should not sub-let/sub-contract the main contractual work during the contractual period.
 10. Non-transferable tender documents shall be issued to the eligible contractors within due date from the office of The General Manager, MMTC Limited, MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051 by making payment of tender fee of Rs.1000/- in the form of Cash/DD/Pay Order (non refundable) in favour of MMTC Limited payable at Mumbai.
 11. Tender documents can also be downloaded from MMTC websites www.mmtclimited.com and eprocure.gov.in. In case of downloaded Tender Documents the tender fee in the form of Demand Draft/Pay Order for Rs.1000/- (Rupees One Thousand



- only) in addition to prescribed EMD of Rs.50,000/- (Rupees Fifty thousand only) in favour of 'MMTC LIMITED' payable at 'Mumbai' must be enclosed.
12. Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) by way of Demand Draft/Pay Order favouring MMTC LIMITED payable at Mumbai for participation in tender is to be enclosed with the Technical Bid. The EMD of successful tenderer shall be adjusted against Security Deposit on award of work.
13. Sealed tenders in **TWO SEPARATE ENVELOPES** comprising **(A) TECHNICAL BID** with prescribed EMD & documents and **(B) PRICE BID** in prescribed format duly filled in and signed by the bidders in both bids should reach to the office of General Manager, MMTC Limited, MMTC House, Plot No. C-22, E Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 05 on or before 23/09/2016 1500 Hrs on due date. Offer likely to be rejected if the tenderer fails to apply without complete documents.
14. Following documents are required to be enclosed with (TECHNICAL BID)
- Proof of Registration issued by authorised agency to do housekeeping work in the State of Maharashtra
 - Experience Certificate issued by the companies for previous three years
 - Proof of valid registration with statutory authorities for Service Tax.
 - Permanent Account Number allotted by Income Tax Department.
 - Proof of valid registration with Employees Provident Fund (EPF) authority.
 - Proof of valid registration with ESIC authority.
 - Proof of valid License issued by labour Commissioner for contracting labour under Contract Labour Act.
 - Certified copies of annual turn-over details for the last three years (balance sheet, IT returns) certified by C.A signed and sealed by tenderer.
 - Profession Tax No.
 - Registration certificate under NSIC/MSME.
 - Profile of Tenderer/Contractor
 - Certificate under Shop and Establishment Act.
 - Tender fee (non-refundable) in the form of Cash/Demand Draft/Pay Order for Rs.1000/- (Rupees One Thousand only) is to be enclosed in addition to prescribed EMD of Rs.50,000/- (Fifty Thousand only) in favour of MMTC Limited payable at Mumbai.
 - Undertaking as per Annexure-1 (on tenderer's letter head)
 - Details of Bank account e.g. Name of Bank, Name of branch, type of A/c, IFSC Code, Branch Code.
 - The contractor has to furnish list of equipments owned by him and the same shall be provide as and when required.



NOTE; Please note that all the above documents at Sr.No. 14 form a part of TECHNICAL BID. The tenders submitted without the requisite tender fee, EMD and all the documents are liable to be summarily rejected.

15. TECHNICAL BID shall be opened on schedule date/ time in MMTC office in presence of the tenderers who wish to be present on the date of opening.
16. The TECHNICAL BIDS shall be scrutinized/ verified by a Committee in terms of the tender and subsequently the eligible PRICE BIDS shall be opened within a week. The date will be intimated to the participants.
17. The period of this contract shall be two years w.e.f. 01.10.2016. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of the MMTC shall be final and binding on the contractor in this regard.
18. The Tender should remain valid for a period of 60 (sixty) days from the date of opening of the **PRICE BID**.
19. All pages of the offer must be signed and sealed by the tenderers.
20. Tenders with any additional conditions/ deviations by the tenderers, whatsoever shall be rejected.
21. 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, Rates mentioned in words shall be treated as valid and final.
22. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection. The tenderer shall duly attest all cancellations and insertions.
23. The Earnest money may be forfeited in the event of:
 - i) If a tenderer withdraws its tender during the period of tender's validity.
 - ii) In case of successful tenderer, if the tenderer fails to commence the work, as required.
24. The Earnest money of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful Tenderer shall be retained and converted as part of interest free Security deposit, to be refunded after successful completion of defect liability period.
25. 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 moneys due.
26. The successful tenderer shall not sub-let part of the contract work without written permission of MMTC. The tenderer is fully responsible for all execution satisfactorily as per terms & conditions of the contract awarded to him.
27. Tenderers are advised to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before



submission of their tender/bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the tenderers/ contractor has satisfied himself on the information and knowledge required before tendering.

28. MMTC do not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.
29. The tenderers must comply with all terms and conditions contained herein.
30. The tenderer must produce police verification certificate of all the workers.
31. Any firm run by women and SC/ST may be given preference.
32. The successful tender shall be submitted an Affidavit as per Annexure 'C' and enter into an agreement as per DRAFT AGREEMENT Enclosed in Annexure 'D'. The terms and conditions of the tender documents shall also form an integral part of the agreement to be entered upon successful bidding of tender
33. The successful Tenderers to furnish Performance Security Deposit (PSD) of Rs. 3,00,000/- (Rs. Three Lacss Only) including EMD of total supply order value within 30 days of receipt of supply order. The same is applicable in case amendment to supply order is done due to revision of wages or if option clause operated. This PSD will be returned/adjusted at the end of contract period. PSD will also be accepted in the form of Bank Guarantee.
34. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by CMD of MMTC. The provisions of Arbitration & Conciliation Act-1996 as amended upto date, shall apply to such arbitration proceedings. The venue of arbitration shall be Mumbai.

Yours faithfully,
FOR MMTC LIMITED

(Sanjay N. Ramraje)
SR. MANAGER (ADMN)
MMTC HOUSE, C-22, E Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400 051



SECTION -1

TERMS & CONDITIONS

1. The work shall be executed in (1) MMTC House, C-22, BKC, Bandra, (1) SEEPZ Office and (3) 19 flats at various places in Mumbai as per Annexure A-3.
2. The contractor shall ensure the regular supervision and control by the contractor himself or by his supervisor on the workmen deployed by them under due intimation.
3. Water and Power shall be provided by MMTC, free of cost.
4. Contractor has to depute regular experienced supervisor for proper supervision/execution of work.
5. The Contractor should be fully equipped with the latest cleaning equipments such as auto-scrubber, wet/dry vacuum cleaner, jet pressure wash. The details of the equipment owned by the contractor should be submitted along with the tender offer.
6. The Contractor shall get the antecedent of its workmen verified by the Police and the certificate to that effect should be submitted before their deployment at MMTC office. The Contractor shall be responsible for local police verification and SEZ Security. The Contractor shall also submit the names, present and permanent residential addresses and two copies of their passport size photographs of its workers to MMTC.
7. Preference will be given to the organization/society which has been formed by SC/ST people having work knowledge and experience in the field and fulfill the terms and conditions of the tender.
8. The contractor 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.
9. The staff employed by the Contractor for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The contractor shall be bound to change the personnel deployed, if any, if found unsuitable by MMTC and decision of the MMTC in this regard shall be final and binding on the contractor without any questioning.



10. The Contractor should deploy only those skilled and unskilled labourers who are eligible for deduction of provident fund as per EPF Act,1952 to carry out the day-to-day requirement of maintenance of work, operation of lift and house-keeping work. The Electrician, Plumber, Carpenter and Lift Operator should be well experienced and should be able to execute the job in very good workmanship manner. The contractor will adhere to all local laws, Acts, Regulations as laid down by the authorities. Contractor shall indemnify and keep MMTC indemnify against breach of Acts, Rules, Laws and Regulations and /or non-compliance thereto by its employees. In case of delay in attending/non-attending of complaint due to shortage of labour for or otherwise within the time specified by the Engineer-in-charge and if the work/repair get executed through other agency then the expenditure so incurred plus 10% of the same shall be recovered from the contractor's payment. In case of any dispute, the decision of Regional Authority of MMTC shall be final and binding on the contractor.
11. If during currency of the contract period, wages of labour increases as direct result of coming into force of any fresh legislation, order/notification and such increase become operative and binding after execution of agreement the reimbursement of increase in wages and VDA alongwith service charges shall be made by MMTC to the extent of actual increase. However, the contractor shall have to submit documentary proof, account books etc for the verification by the management to substantiate its claim. The contractor shall immediately intimate the management of such increase in wage/VDA.
12. The contractor shall be liable to make payment of conveyance to their skilled and unskilled workers as and when visiting MMTC's Seepz Office and MMTC's residential flats.
13. **QUOTED RATES:**
- Shall include all applicable wages and allowances, etc to workmen and the supervisors.
 - The rates include component of Provident Fund, statutory charges/duties, ESI contribution, statutory bonus, etc excluding applicable Service Tax.
 - The quoted prices shall be inclusive of all taxes, duties, work contract tax, etc. if any. TDS and other statutory taxes shall be deducted at source from the monthly bills.
14. **ESCALATION:** It may be noted that the Contractor's **service charges** shall be firm without any increase during the currency or extended period of the contract No escalation IN CASE OF HOUSEKEEPING SERVICE PROVIDED IN MMTC HOUSE/SPEEZ/Residential flats on any account shall be permitted after the submission of the tenders and during the currency or extended period of the contract. However, escalation in the wages on account of increase in minimum wages/ grant of increase in dearness allowances declared by Maharashtra Govt. to the workers is permitted.
15. The contractor shall issue the identity cards and proper uniform to his workmen on his own cost and shall be duly intimating the Office-incharge / Caretaking Cell as and when



a new workman is deployed by him for carrying out the house keeping job in our premises. At the time of the execution of the work, the workmen should be in proper uniform and wear Identity Cards.

16. The contractor shall be responsible for any injury caused to persons or things, (fittings/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/contractors team or any person engaged by him for any purpose related to the execution of this contract. The tenderer/contractor shall indemnify MMTC against all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of above.
17. The tenderer/Contractor shall indemnify MMTC under Labour's Compensation Act, Personal Injuries Act, and Insurance Act. etc. and or other Industrial Legislation in force from time to time. The contractor shall be responsible for any violation/non-compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard by the tenderer/contractor.
18. During the term of this agreement, Contractor shall arrange for appropriate insurance policies for its workforce at its own cost.
19. In the event of any accident occurring during the course of work, which may result in any mishap, injury to person(s), the responsibility of settlement of their claims, medical treatment etc. will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the tenderer/contractor. MMTC shall be kept totally indemnified of any liability whatsoever by the contractor.
20. **PENALTY:** In the event of failure to maintain the housekeeping services on any day as per terms and conditions of this tender in part or in full, the housekeeping service agency shall be liable for payment for damage charges @ Rs.5,000/- besides proportionate deduction which shall be recovered from monthly bills. IF MMTC finds the agency is misusing the facilities provided by MMTC for the services for other purposes not covered under the contract, MMTC will be free to levy damages which may extend upto Rs.5,000/- per event. This will be in addition to recoveries on account of short deployment of manpower.
21. **PAYMENT TERMS:** The contractor shall submit his monthly bill in triplicate alongwith challans of the EPF/ESIC, Monthly Muster Sheet and Payment Register to the Administration Division. The payment shall be released through E-payment after necessary deductions of security, prevalent taxes, cess, etc. duly certified by Caretaking Cell/Admin.Division. The payable amount will be released through e-payment system only in the bank account of the Contractor.



22. COMPLIANCE WITH LABOUR LAWS: The contractor is responsible for compliance of the points given below:

- i) It shall be the sole liability of the contractor (including the contracting firm/company) to obtain and to adhere by all necessary licenses/permissions from the concerned authorities as provided under the provisions of the contract Labour(Regulation & Abolition)Act 1970.
- ii) The Contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (R&A) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workman Compensation Act 1923. The Payment of Bonus Act, 1965 and other relevant acts, rules and regulations enforced from time to time. Non observance of the provisions under above shall grant right of termination forthwith.
- iii) The contractor shall be responsible for required contributions towards PF,ESI or any other statutory payment shall deposit these amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative / inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of MMTC. Any dispute related to PF, ESIC, Labour Act shall be dealt with by Contractor entirely at Contractor's risk and costs. All the records shall be maintained by the contractor and shall produce for inspection to management as and when required. In case management is called upon to make payment on the direction, decree or proceeding of court/criminal court or by statutory authority them management shall have all the rights to recover the said amount in full and shall be authorized to deduct directly from the payment to be made to the contractor or from invocation of BG so kept with MMTC.
- iv) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the following month in workers bank account directly under the intimation to MMTC Limited. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims, etc. arising out of the disputes relating to the dues of personnel deployed by him. Penalty as per discretion of Regional Authority is levied on the Contractor in case of complained received from the personnel employed by him for the work of MMTC in respect of less wages paid, bonus is not disbursed, PF is not deposit etc.
- v) Income Tax plus duties at the prevailing rate as applicable from time to time shall be deducted from the contractor's bill.



23. Inspection of the work: The work is subject to inspection at all times by the Admn. Incharge or Authorised official of MMTC. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the terms & conditions, specifications of this tender. The contractor is advised to take the prior approval of all the materials used for this work.

24. The following labour force (No.) shall be deployed by the successful tenderer/contractor daily at site for day-to-day maintenance, housekeeping and other work as per details given below :-

<u>Sl No</u>	<u>Grade</u>		<u>No of Person</u>	<u>Duty hours</u>
1.	Supervisor	(Skilled)	1	8 AM To 4.30 PM
2.	Lift Operator	(Skilled)	1	9 AM To 5.30 PM
3.	Electrician	(Skilled)	1	9 AM To 5.30 PM
4.	Carpenter	(Skilled)	1	9 AM To 5.30 PM
5.	Plumber	(Skilled)	1	9 AM To 5.30 PM
6.	Sweeper/Safai Karmachari	(Unskilled)	9	8 AM To 4.30 PM

(including 2 women)

Total = 14

The above workman will be deployed as per details given below:

<u>LOCATION</u>	<u>No of Workman</u>
1) MMTC House, BKC	06 and One each of above category Sl No 1 to5
2) SEEPZ, Andheri	02
3) NMDC, BKC	01

All the above mentioned workers including supervisor shall make their attendance daily in a register kept by contractor at Security official, Ground Floor, MMTC House, BKC. Further, in case of any absentee, the contractor shall make alternative arrangements to ensure that normal maintenance work does not suffer. but, if no alternative arrangement is made by the contractor, a penal recovery for deploying electrician/carpenter/lift operator/plumber shall be @ Rs. 275/- per day per person and penalty for non-deploying sweeper/safai karmachari @ Rs. 250/- per day, per man shall be made good from contractor's bill (while disbursing the salary to the skilled workers/sweeper(s) the contractor has to deduct only amount equivalent to number of days absentee of skilled worker/sweeper taking into consideration Basic + Day per day and balance amount shall be recovered from the contractor).

25. The Contractor should submit the printed bill duly signed and sealed pertaining to Annual Maintenance and House Keeping work done during the previous calender month alongwith the original receipt/certified copy for previous month PF contribution deposited with PF Commissioner for allowing payment of his share and also ESIC challan. The contract should submit three set of the above.



26. **SECURITY DEPOSIT**: Rs. 3.00 lacs (Rupees Three Lacs only) including EMD, is to be deposited by way of BG by the contractor for due and satisfactory performance of the contract and shall be refunded only after completion of agreement period and on adjustment of dues, if any.
27. **TERMINATION OF CONTRACT**: In the event Contractor fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract, or contravenes the provisions of the contract, MMTC may terminate the contract after giving one month notice in writing to the contractor. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on contractor. In such eventuality of termination of contract, the liabilities and obligations of contractor for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.

For and on behalf of
MMTC LIMITED

(Sanjay N. Ramraje)
SR. MANAGER(ADMN)

Section II **SPECIFICATIONS**

WORKING HOURS:

1. The services are required for six days in a week Monday to Saturday from 9.00 am to 4.30 pm on each working day. The office timings are 09.30 am to 05.30 am.
2. Cleanliness will be essence of the contract.
3. The contractor shall depute not less than 14 workmen (including supervisor) However, the above number can be increased or decreased at the discretion of MMTC Ltd., based on requirement.
4. The Plumber, Carpenter, Electrician and Supervisor and Lift Operator will also be present in the office for six days in a week where Sunday and National holiday will be an off.
5. The scope of work shall include item given in **Annexure A** and instruction of MMTC Ltd. Besides the contractor is required to undertake any kind of housekeeping services which we may require at any point of time in our office premises, etc.



6. In addition to housekeeping service, the contractor will provide the labourer in the office as and when required for which payment will be made at minimum wage.
7. The contractor shall ensure adequate availability of stock of consumable items given in **Annexure B** throughout the contract period without any extra charges. The consumables items should be of reputed of make brand..
8. The contractor shall arrange all the items and equipments required for up keep and housekeeping. It shall be the responsibility of the contractor to keep these items and equipments in good working condition.

Annexure –A.

SCOPE OF WORK

SCHEDULE ROUTINE OF HOUSEKEEPING WORK

(Basement, Ground floor, 2nd floor to 3rd floor at MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra(E) Mumbai 400 051, MMTC premises, terrace (inside and outside, Record room, basement and Seepz office, Andheri.)

It shall be the responsibility of the contractor to ensure the absolute cleanliness in the entire office premises and maintain the premises so hygienic and clean as is required and expected in an organization of international standard. However, we hereunder furnish the work schedule for housekeeping which shall be helpful in ensuring the absolute house keeping and cleanliness of our premises.

1. The following jobs are to be carried out daily and completed by 9.00 am positively.
 - (i) Sweeping cleaning, mopping of entire floors of office with disinfectant cleaners, including reception, halls, library, conference rooms, meeting rooms, lifts, staircases, railing, extended balconies, canteen.
 - (ii) Cleaning and dusting of all doors and windows furniture, fittings, fixtures, equipments and accessories, office, tables, almirahs, book shelves, chairs, side racks, plant boxes, cupboards, walls, partition, low high partitions, jambs, grooves, glazed and paneled partitions, glazed panes, recesses, built-in-accessories.
 - (iii) Cleaning of carpets and chairs by vacuum cleaner provided in all the rooms at all floors with special reference to floors..
 - (iv) Scrubbing, cleaning and dusting of wash basins, sanitary fittings, glasses, mirrors, etc.
 - (v) Scrubbing the floor with soft scrubber brushes approved cleaning agents and sucking the excess water with sucker attached.
 - (vi) Cleaning and disinfecting of toilets and all vitreous fixtures including toilet bowls.



urinals, sinks, toilet seats, containers, etc., Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.

- (vii) Restock toiletries including liquid hand wash soap, toilet rolls, air freshers, odonol, sanitary/urinal cubes, naphthalene balls in toilet etc, after daily check ups in the morning, afternoon and on call basis during the day time. The toilets should be clean every hour.
- (viii) Cleaning and dusting of electrical switch boards, light fixtures, overhead, light fixtures, fans, hot cases, air conditioners, vents, hot plates, photos, notice boards, telephone instruments, photocopies etc.
- (ix) Spray room fresheners in all office area at regular intervals atleast twice a day.
- (x) Cleaning and clearing of wastepaper baskets, dustbins, garbage bins, cob-webs, etc.
- (xi) Upkeep and cleaning of drains provided in pantries/toilets including remove of bottlenecks and upkeep of sewer, removal of chokes from drains and sewer.
- (xii) Disposal of wastes, garbage and rubbish collected by cleaning the area. All the garbage is to be deposited in a garbage, truck, coming in the vicinity daily in the morning.
- (xiii) Rearranging / shifting of furniture viz., conference chairs, tables, office, furniture, chairs, sofas, computer etc., from one place to another place in the office premises.
- (xiv) Price variation clause will be applicable on minimum wages as notified by Regional Labour Commissioner from time to time
- (xv) Bonus and service charges should be rounded off to nearest rupee. TDS will be deducted as applicable on gross total before disposing of the bills submitted by the contractor for payment. TDS is to be deducted as per section 194C of Income Tax Act, Firm has to give certificate from Chatterec. Accountant for nature of firm and TDS applicable to the firm, other wise 2 percent deduction will be applicable. Contractors have to ensure that the gross amount quoted should cater for recoveries of statutory levies i.e., ESIC, EPF, Bonus etc. In case the rates quoted by the contractors are such that the payments to the labourer as per requirement of the Minimum Wage Act and other mandatory, statutory levies and legal requirement are not quantum of such payment and recoveries under the extent laws/rules/regulations/government notifications, such tenders shall summarily be rejected.

2. The following jobs are to be carried out weekly (On Saturday)

- (i) Thorough cleaning/sweeping/washing/mopping with disinfectant cleaners of all floors, staircase and toilets, Scrubbing of all floors and ceramic tiles base.
- (ii) Thorough cleaning of pantries, sinks, exposed areas as well as behind/corner/niches under the furniture and fixtures.
- (iii) Cleaning of sanitary fittings, toilet drain pipes, wash basin drain pipes, etc., with standard cleaning material.
- (iv) Cleaning of all window glasses with glass cleaners.
- (v) Sweeping and Dusting racks of record rooms.



3. Annual maintenance of following 19 flats and MMTC house, Seepz office at Andheri where plumbing, carpentry and electrical work are to be carried out.

Sr.No.	Name of the society	Flats No.s	Area(Sq.ft)
1	Sundaram-3, CHS, Plot No. 217 (part) Malad (East) Mumbai 77	502 503	551 551
2	Gemini Apartment, Divya Park, Malvani Village, Marve Road, Mumbai (East) Mumbai 400 069	201 204 602	774 774 521
3	Cancer Pisces. Divya park, Malwani marg, Haji bapu marg, Malad(E) Mumbai 400 095.	108 109 708 709	511 511 511 511
4	Kapita Enclave CHS Ltd., Swami Nityananda Marg, Koldori Andheri (E) Mumbai 400 069.	101 201 301 302 401 402	600 600 600 600 600 600
5.	Ahiya Apartment Chs ltd., Plot No 53, Junction, 16 th Cross & Main Avenue Road, Santacruz, Mumbai 400 054.	5 7 8 9	985 985 1219 985
Total flats		19	

Carpenter work :

1. Repair and replacement of all fixtures doors, windows as when need arises
2. Replace of one style one plant to wooden door, chowkhat, netlon etc., and all carpentry work on need basis.

Plumbing Work:

1. Repairs and replacement of the flushing cister alongwith necessary fittings.
2. Repairing and replacement of bid cock, pillar cock, G.S.Pipe of water supply including cleaning of trap, etc.
3. Prevent leakages to taps and clogging of basins and other related works.
4. After doing plumbing work, plumber should also cover the same with applying current mixtures i.e., the plumber should know some masonry work.

Electrical Work:

1. Checking and maintenance and upkeep of electrical wiring and fixture, replacement of lamps/tube maintain and replacement of main switch, D.B.Isolator replacement of fans, repair of fans, geyser, etc replacement of burnt short circuit wiring.
2. Qualified electrician panel (ITI passed) or with license with two year minimum experience shall only be engaged for attending electrical complaint.



All tools required for the execution of work shall be provided by the contractor. No extra charges will be paid for it. Other required material shall be provided on need basis.

Annexure-1

(Letter for submission with tender on tenderer's own letterhead)
UNDERTAKING.

No.

Dated

General Manager,
MMTC limited
MMTC house, C-22, E-Block,
Bandra(E)
Mumbai 400 051.

Sub.:- Tender for awarding annual maintenance of 19 flats at various places in Mumbai and Housekeeping work at MMTC House, and Seepz including lift operations at MMTC House, BKC.

Ref. No. MMTC/MUM/ADMN/TENDER/HK/2016-17.

Dear Sir,

1. I/We, the undersigned certify that I/We have carefully gone through and clearly understood the site, terms and conditions of the tender documents, the work requirements and undertake to comply with them.
2. I/We undertake to execute and complete the work as per tender terms and conditions and the bids submitted by us. We have signed every page of the tender documents as token of our acceptance of all terms and conditions of the tender.
3. I/We enclose herewith tender fee non-refundable of Rs. 1000/- (Rupees one thousand only) and the Earnest Money Deposit (EMD) of Rs. 50,000/- by demand draft/pay order No. _____ dt. _____ drawn on _____ favouring MMTC Limited and payable at Mumbai.
4. I/We also undertake to comply with all the labour laws/acts/enactments/modifications including minimum wages act, etc., and to deposit with Provident Funds Authorities and pay ESI Contribution for the workers employed by me/us regular basis and applicable



service tax, profession tax etc., I / We will be responsible for proper health of the labourer and injury, if any, caused to the workers while working and for the behavior and conduct of the workers. I/We certify that no criminal /Income tax / Service tax / black listing case is pending in my / our firm/company.

5. My /our offer includes component of applicable minimum wages not below statutory limited as stated in tender to my /our workmen, cost of tools, cleaning materials, provident fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi/levies, bonus, etc., All the statutory payments will be paid by me/us to the concerned authorities on due date and I/We understand that the service tax components shall be reimbursed to me/us with monthly bills on actual basis only on production of documentary proof of deposits with concerned authorities for the previous months.
6. My/our offer shall be valid of 60 days from the date of opening of the price bid.

Thanking you,

Yours Faithfully,

For M/s. _____

Signature _____

Date _____

Name _____

Address: _____

Seal of contractor.



PRICE BID

NAME OF THE PARTY

ADDRESS

PRICE BID BREAKUP

Sl.No.	Particular	Payment as per Minimum Wage Act, (Skilled labour)	Payment as per Minimum Wage Act, (Un-skilled labour)
1	Basic		
2	Special allowance		
3	Total (1+2)		
4	HRA		
5	Total (3+4)		
6	PF		
7	ESIC		
8	Leave encashment		
9	Bonus		
10	Uniform		
11	Professional tax		
12	Total (5- to 11)		
13	Contractor's Service Charge		
14	Grand Total (12 to 14)		

Skilled Labour : Electrician, Carpenter, Plumber, Lift Operator and Supervisor.

Unskilled : Sweeper

Sl.No.	Description	No. of workers	Rate per person per month (Rs.)	Amount (Rs.)
1	Daily general unkeep/house keeping of area at ground floor, 2 nd , 3 rd and 4 th floors, common areas like staircases, lobbies, office, entrance, toilets, etc., in MMTC Limited, and NMDC office in BKC and ground floor, Common area like lobbies, entrance, toilets etc., in SEEPZ office at Andheri(East), cleaning of basement and terrace, as and when required. Fortnightly cleaning of vacant flats owned by MMTC in Mumbai. Labour only for complete annual repair/day to day maintenance of flats for carpenter, sanitary plumbing, electrical work (as per specifications enclosed)	Skilled 5 (five) workers. Unskilled 9 (Nine) workers.	 <hr/> <hr/>	
			Total	



NOTE: The above rates are to be bifurcated in following format a given hereunder

A.

1. At present the requirement of MMTC is total 14 employees [9-unskilled and 5 skilled] workmen as per details given in Schedule I of terms and conditions, Clause No.24.

(a) Total monthly expenses on labour payment ie., wages(not less than Minimum wage) ESIC, ESI, Bonus any other benefits under the labour Laws/Acts applicable for the labour employed by the contractor including cost of providing uniforms and Identity Cards to the workers, providing tools/equipments)

Rs. _____

(b) Cost of consumables (as per Annexure –B)

At Actuals

(c) Service charges (Lump sum) for (a+b)

Rs. _____

(d) Taxes applicable.

Rs. _____

In words (Rupees _____)

(The total amount should be both words and figures. In case of any discrepancy the amount in words will prevail. No alternation/ over writing is permitted)

1. We note that ESCALATION IN SERVICE CHARGSES IN RESPECT OF HOUSEKEEPING SERVICES PROVIDED IN MMTC , shall be permitted by MMTC only on account of increase in minimum wages/grant of increase in dearness allowance by respective Govt. to the workers, otherwise not.
2. NO ESCALATION in cost of consumables cost of equipments, etc to be used for the purpose of housekeeping service and cost of providing uniforms, etc. and increase during the currency or extended period of contract.
3. I/We accept all the terms & conditions mentioned in the tender.

SIGNATURE _____

NAME _____

Name of the Company/Firm _____

Date

Seal of contractor



(Duly Notarized)

A F F I D A V I T

PROFORMA OF AN AFFIDAVIT TO BE GIVEN BY THE CONTRACTOR TO MMTC LIMITED ON Rs. 200/- NON JUDICIAL STAMP PAPER FOR COMPLIANCE OF VARIOUS STATUS.

1. That I/We have taken a contract from M/s. MMTC Limited Mumbai (A company incorporated under the Companies Act, 1956) having its Regional Office at MMTC house, C-22, Block E Bandra Kurla Complex, Bandra (E) Mumbai -400 051 and its Registered office at Core-1, Scope Complex, Institutional Area, Lodhi Raod, New Delhi 110 003 for doing the annual maintenance of 19 flats at various places in Mumbai and Housekeeping work at MMTC House and Seepz including lift operations at MMTC House, BKC.
2. That I/We have executed an agreement dated _____with MMTC Limited for execution of the work as per the terms and conditions specified therein.
3. I/We have gone through the provisions of the Contract labour (Regulations & Abolition) Act, 1970 undertake fulfill and abide by all the requirement of the Act. I undertake to comply with all other laws such as Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Payment of Wages Act and all other statutes which will be applicable to me or upon my workers/employees.
4. I/We further undertake to keep MMTC fully indemnified against my/our claim that may arise under the aforesaid contract.

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from and no part of it is false.

Verified on this _____ day of _____ at Mumbai.

DEPONENT

Identified by me



ANNEXURE B

LIST OF CONSUMABLE ITEMS(MONTHLY REQUIREMENT)

<u>SR. NO.</u>	<u>ITEMS</u>	<u>MAKE /BRAND</u>
(A)	<u>Consumables</u>	
1.	Disinfectant Cleaners(office floors)	Cleanzo
2.	Disinfectant Cleaners(toilets)	Phenyl/Trishul/Lizol
3.	Liquid Hand Wash Soap	Branded/good quality
4.	Room fresheners(office area)	Branded/Good quality
5.	Air Fresheners(toilets)	Odonil
6.	Sanitary/Urinal Cubes	Odoclean/A-one
7.	Naphthalene Balls	Trishul
8.	Toilet cleaner	Harpic
9.	Glass Cleaner	Colin
10.	Detergent Powder	Branded/Good quality
11.	Acid	Branded/Good quality
(B)	<u>Items on need basis</u>	
12.	Hard Broom	Branded/Good quality
13.	Soft Broom	Branded/Good quality
14.	Plastic Scrubber	Branded/Good quality
15.	Hand Brush	Branded/Good quality
16.	Duster for mopping of floors	Branded/Good quality
17.	Duster for dusting of Tables	Branded/Good quality
18.	Garbage Bin/Bag	Branded/Good quality
19.	Floor Polish	Branded/Good quality
20.	Window Squeezee	Branded/Good quality
21.	Window Washer	Branded/Good quality
22.	Toilet Round Brush	Branded/Good quality
23.	Toilet Hockey Brush	Branded/Good quality
24.	Toilet Chowk up	Branded/Good quality
25.	Hand gloves (Red & Elude)	Branded/Good quality
26.	Dust Pan (Supadi)	Branded/Good quality
27.	Feather Duster	Branded/Good quality
28.	Dust Bin	Branded/Good quality
29.	Plastic Mug	Branded/Good quality
30.	Wiper	Branded/Good quality
31.	Plastic Bucket	Branded/Good quality

The above list is illustrative only and not exhaustive.

SIGNATURE -----

NAME:-----

Name of the Company/Firm _____

Seal of Contractor

Date:



A G R E E M E N T

This agreement is made at Mumbai on this _____ day of _____ 2016 between M/s. _____ (Proprietor/Company/or partnership firm, having _____ address _____ at _____ hereinafter referred to as "Contractor" at (which expression shall unless repugnant to the context or meaning hereof shall include its Successors, assigns, heirs and executors) of ONE PART.

AND

M/s. MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrative and executors) of THE OTHER PART.

WHEREAS MMTC is engaged in the global/domestic trade of various items and is desirous of giving annual maintenance work such as ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEPING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC.

AND WHEREAS the said Contractor is engaged in this type/nature of work (Housekeeping) and has become successful in Tender No. _____ dated _____ for work related to ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEPING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC AS PER TERMS & CONDITIONS OF THE SAID TENDER.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1 AND WHEREAS MMTC has issued a work order no. _____ dated _____ in favour of contractor herein. The Contractor agrees to execute fulfill and discharge the ANNUAL MAINTENANCE OF 19 FLATS AT VARIOUS PLACES IN MUMBAI & HOUSE KEEPING WORK AT MMTC HOUSE & SEEPZ INCLUDING LIFT OPERATIONS AT MMTC HOUSE, BKC as per the details of tender no. _____ dated _____ for premises known as MMTC House consisting of basement to fourth floor, terrace and common areas/SEEPZ (SEZ) at MIDC, Andheri (E), 19 flats at various places in Mumbai as mentioned in tender documents hereinafter ranner hereinafter agreed to entire satisfaction of MMTC.



2 The Contractor shall execute and efficiently handle the housekeeping work as mentioned in the schedule and entrusted to contractor in accordance with the specification until it is approved by MMTC for consideration (service charges) of Rs. _____ per month (all inclusive).

3 In case the jobs entrusted/assigned to the Contractor are found not satisfactory or not in accordance with the specifications or specified/samples given by the Management, the Contractor shall be liable to change the same and in default whereof the Contractor shall compensate to MMTC as per provisions in tender.

4 The Contractor shall keep exclusive control over deployment/rotation of workers for execution of work and shall within his exclusive right to issue instructions to his such workers in the execution of work without any interference or instructions or intervention whatsoever of the MMTC. MMTC shall not have any control over workers engaged by the Contractor nor will any of its officials supervise, dictate to the workers for execution/completion of the job/work.

5 The Contractor shall maintain proper accounting.

6 MMTC shall have privity of contract with the Contractor only and shall give instructions to Contractor and shall have nothing to do or not concerned with the conditions of employment of the workers as engaged by and working for Contractor.

7 MMTC shall have no say in supervision, discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Contractor.

8 The Contractor shall be exclusively responsible/ liable for due observation and implementation of the statutory conditions or requirements of labour laws applicable to it and its workers.

9 It shall not be obligatory on the part of the Contractor either to work personally for the execution of the job or be present personally at the premises.

10 The Contractor shall be free to work anywhere else or undertake any contract and shall be free to rotate his/her workers provided that he/she will remain responsible to MMTC for the proper and efficient execution of the jobs entrusted to it.

11 In case the Contractor or his/her workers are allowed to work at the premises of MMTC, the Contractor shall have no right or lien over the premises, articles and the Contractor and his/her workers shall have to vacate premises at the instance of MMTC.

12 MMTC shall in no case, be responsible for any Act, Omission or Commission of the workers engaged by Contractor. If any such claim is made against MMTC by any worker or heirs of workmen engaged/employed by the Contractor, which MMTC is obliged to discharged by virtue of any statute or any provision of law and rules, the Contractor will be liable to indemnify/reimburse MMTC all the money paid in addition to the expenses incurred by it forthwith notwithstanding any legal recourse open to MMTC.



13 The Contractor shall be responsible in respect of the employment or non-employment of the working force engaged by his/her at his/her will. The MMTC shall have no role to play in the said matter. In case any loss is caused to MMTC by the working force of the Contractor, by the deeds or litigation, then the Contractor shall have to bear the cost of such litigation along with the consequential liability/penalty etc.

14 The Contractor shall submit bills on monthly basis for the work executed as per this contract. MMTC may verify the work and shall clear the bills within seven days of the verification. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the Contractor as per terms contained herein.

15 The Contractor shall engage the workers at his/her discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the Contractor to maintain the records of the employees employed by it, as required under Law.

16 The Contractor shall be under obligation to produce the records pertaining to police verification/clearance of deployed workers before MMTC at the time of accepting the work under this contract. In case any worker is rotated, contractor should submit requisite verification of said worker to MMTC on the very same day.

17 The Contractor shall be exclusively responsible to fulfill and observe all the obligations under various labour enactments such as Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act; Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, ESI Act, Employee's Provident Fund and Misc. Provisions Act, Workmens Compensation Act etc. The Contractor shall pay the wages to its workers in the presence of the nominated person by the MMTC and shall furnish certificate (Annexure 'A') to MMTC by 10th of the following month to the effect that he has paid wages (not less than the minimum wages as fixed and/or revised) to its workers and has complied with all statutory requirements pertaining to Employee's Provident Fund and Miscellaneous Provisions Act, Employee's State Insurance Act etc.

18 Interest Free Performance Security Deposit of Rs. 3,00,000/- (Rupees Three lacss only) in the shape of _____ deposited by the contractor is for due and satisfactory performance of the contract and shall be refunded only after satisfactory completion of agreement and Defect Liability Period and on adjustment of dues, if any. The decision of MMTC in this regard shall be final and binding on the Contractor.

19 In case any loss is caused to MMTC on account of non-fulfillment of any obligation by Contractor then MMTC shall have full right to make adjustment for the said losses from the bills/ performance security deposits payable by MMTC to the Contractor. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Contractor shall pay on demand the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the Contractor.



20 The duration of this contract is for a period of two years w.e.f. 01/10/2016 though the parties will have a right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period subject to clause 21 below.

21 The agreement may be terminated even before the stipulated period by either party by giving one month's notice in writing at the address given herein above.

22 In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/ revoke the agreement by giving one month's notice in writing and the contract shall come to an end.

In that case, the liabilities, responsibilities of the contractor for the work done during the existing of this agreement shall not come to an end unless settled with MMTC as per law.

23 The Contractor shall submit following documents:-

- i) Proof of Registration issued by authorized agency to do housekeeping work in State of Maharashtra.
- ii) Experience Certificates issued to the company for previous three years.
- iii) Proof of valid registration with statutory authorities for Service Tax/VAT.
- iv) Permanent Account Number allotted by Income Tax Department.
- v) Proof of valid registration with Employees Provident Fund (EPF) authority.
- vi) Proof of valid registration with ESIC Authority.
- vii) Proof of valid License issued by Labour Commissioner for hiring labour under Labour Control Act.
- viii) Certified copies of annual turnover details for the last three years (balance sheet, IT returns) certified by C.A. Signed and sealed by tenderer.
- ix) Profession Tax No.
- x) Profile of Tenderer/Contractor
- xi) Attested copy of certificate obtained under Shop and Establishment Act.

24 The Contractor shall be responsible for local police verification and SEZ Authority.



25 Contractor shall submit three sets of their invoice/bills alongwith challans of the EPF/ESIC Monthly Muster Sheet and Payment Register to the Management for its record from time to time.

26 During the term of this agreement, Contractor shall arrange for appropriate insurance policies for its workforce at its own cost. MMTC will not take responsibility under any circumstances for any loss/injury/calamity.

27 In the event of termination of the contract or otherwise, management shall have no liability to regularize/recruit/employ the workmen employed by the Contractor nor the workmen are entitled for any benefit enjoyed by the employees of MMTC.

28 Tender documents submitted by the contractor shall arrange for appropriate insurance policies for its workforce at its own cost.

29 All the workers including supervisor shall make their attendance daily in a register kept by Contractor at Security office, ground floor of MMTC House, BKC. Further in case of any absentee, the Contractor shall make alternative arrangements to ensure that normal maintenance work does not suffer, but if no alternative arrangement is made by the Contractor, a penal recovery for not deploying electrician/carpenter/lift operator/plumber/ supervisor will be @ Rs. 350/- per day per person and penalty for non-deployment of sweeper/safai karmachari @ Rs. 300/- per day per man shall be made from Contractor's bill. But while disbursing the salary to these workers, Contractor has to deduct only an amount equivalent to number of days absentee of the worker/s taking into consideration per day wages of the respective worker/s and the balance amount of the absentee worker/s deduction for being absence is to be recovered from the service margin of the Contractor for the month i.e. For absentee only daily wages to be deducted of worker/s and contractor has to make payment of balance amount of penal recovery from his service margin of the month. This clearly means that contractor has to make adequate provisions for deployment of required manpower. If he fails in making the arrangement he will lose a part of service margin to the extent of recovery. Apart from the above, it is mandatory for the Contractor to provide required manpower on daily basis.

30 **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 contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by CMD of MMTC Ltd.. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of Arbitration shall be at Mumbai.

IN WITNESS WHEREOF this agreement is executed at Mumbai on September 2016 above written.

(Contractor) For M/s _____

For M/s. For MMTC Limited, _____

Witnesses :

1)

2)

