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No.MMTC/CO/ADMN./GA/2020-21

19<sup>th</sup> February, 2021

# SUB : Inviting e-Tender for providing Housekeeping services.

e-Tenders are invited under two-bid systems from reputed Professional Housekeeping Agency having capacity to provide the required number of trained manpower for housekeeping / drivers at MMTC Limited, New Delhi. The terms & conditions of the tender is given below :

- 1. The Bidder should have the Registered Office in Delhi/NCR.
- 2. The documents/formats should be filled / enclosed by the interested firms/ companies / agencies in all respect alongwith the EMD of Rs.1.50 lacs (Rupees one lakh fifty thousand only). The bidder shall furnish EMD of Rs.1.50 lacs through online mode (RTGS/NEFT) in MMTC Limited account maintained with State Bank of India, CAG Branch-II, Parswnath Towers, Gole Market, NEW DELHI having Account No. 00000010813608375, IFSC SBIN0017313.
- 3. The tenders without Earnest Money Deposit will be summarily rejected. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
- 4. Under Procurement Policy for Micro & Small Enterprises (MSEs) order 2012" as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazetta Notification dated 23/03/2012, the parties registered with MSEs or its authorised agencies such as NSIC etc., are exempted to deposit the EMD.
- 5. The agency should have an annual turnover of Rs.**3.00** crore during each of the last three years and should have a minimum experience of three years in providing housekeeping services business in Government Sector / Public Sector Undertaking. The experience shall be supported by such Corporate on their letter heads. The experience should be continuous during last three years.
- 6. Following documents are required to be furnished in the TECHNICAL BID complete in all respects.
  - i) Certified copy of satisfactory services from Government Sector / Public Sector Undertaking where the bidder is providing/provided the services for the consecutive last 3(three) years.

- ii) List of clientele with contact address and telephone numbers.
- iii) Proof of valid registration with statutory authorities for work contract tax/Service Tax and GSTN.
- iv) Copy of PAN card issued by Income Tax Department.
- v) Proof of valid registration with Employees Provident Fund (EPF) and ESIC authority.
- vi) Proof of valid License issued by Centre Labour Commissioner for contracting labour under Contract Labour Act.
- vii) Self-certified copies of annual turn-over details for the last three years (IT returns,) certified by C.A. signed and sealed by bidder.
- viii) Proof of depositing EMD of Rs.1,50,000/- (Rs.one lakh fifty thousand lacs only) online mode through NEFT/RTGS. EMD shall not carry any interest for the period it is retained with MMTC.
- ix) Undertaking as per Annexure-I (on bidders letter head).
- **x)** Information about bidder (Annexure -II)
- xi) Arbitration / legal cases pending against the bidder, if any submit details.
- xii) Whether black-listed by any clients in the last 5 years, if any. Give details.
- xiii) In case the party is registered with Ministry of MSME/ its authorized agencies such as NSIC, he is required to submit registration certificate and store details in addition to above.
- xiv) The bidder shall submit tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 7. All interested service providers are requested to submit TECHNICAL BID (Annexure I & II) alongwith proof of depositing EMD and Financial bid (Annexure V) online mode only and bid submission other than E-mode will not be considered.
- 8. The rates quoted in the Financial Bids should be both in words and figures in prescribed format (Annexure- V) only.
- 9. Tender Document is available on the website of the MMTC LIMITED i.e. <u>www.mmtclimited.com</u> and nttp://eprocure.gov.in. and abcprocure.com The intending bidders may download the tender document containing the terms & conditions and submit the same in the prescribed formats by 10/03/2021 at 3.00 p.m. through online mode only.
- 10. Technical bids shall be opened on 12/03/2021 at 1130 hrs in the presence of authorized representatives of bidders who wish to be present.
- 11. Validity of bid is 60 days from the opening of tender.
- 12. MMTC reserves the right to postpone the date of opening of the tender or to cancel any/all tender without giving any reason/s whatsoever. Any request from bidders to postpone or to change the date and time will not be considered.
- 13. The MMTC does not bind himself to accept the lowest or any tender and reserves its right to accept the whole or part of the tender and the bidder shall be bound to perform

the same at the rates quoted. No correspondence will be entertained from the bidders in this regard.

- 14. The bidders 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 bidder is satisfied with the information and knowledge required before tendering.
- 15. The bid of any bidder who has not complied with one or more of the conditions prescribed is liable to be rejected. Conditional bids will also be summarily rejected.
- 16. The bidder shall upload tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 17. The bidder is expected to examine all instructions and terms & conditions in the tender documents. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of his bid.
- 18. EMD of the unsuccessful bidder shall be returned without interest at the earliest after the award of the contract.
- 19. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract.
- 20. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Offer.
- 21. Financial bids will be opened of all the technically qualified bidders.

(S.K. Dutta) Chief Manager

## **TERMS & CONDITIONS**

- Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 5% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and additional 3% reservation for the women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
- The personnel deputed by SUCCESSFUL BIDDER shall adhere to the discipline prevailing in MMTC. It shall be the responsibility of SUCCESSFUL BIDDER to lay down proper systems and procedures for delivering effective services in the premises of MMTC.
- 3. The personnel deployed by the SUCCESSFUL BIDDER shall adhere to the proper discipline besides being well mannered, honest and sincere, at all times and maintain the decorum prevailing in MMTC and shall never act contrary to the above. Personnel should be positive in their behaviour to the visitors and the staff while carrying out their assigned task.
- 4. The SUCCESSFUL BIDDER should ensure cloths worn by the housekeeping personnel while on duty shall be such that they do not hamper in his efficient performance. In particular it will neither be too tight nor too loose as to obstruct movement or bending of limbs.
- 5. In case MMTC objects to the deployment of any personnel and/or continuation of such person in its premises, the SUCCESSFUL BIDDER shall remove such personnel from the premises with immediate replacements.
- 6. The number of personnel to be deployed, may be increased or decreased as per the requirement of MMTC during the currency of the contract.
- The SUCCESSFUL BIDDER shall not change the housekeeping personnel/drivers very frequently and without the express permission from MMTC. SUCCESSFUL BIDDER shall produce the required certificate/licence from Office of the Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970.
- 8. The SUCCESSFUL BIDDER shall be directly responsible for the discipline and proper conduct of all personnel and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, SUCCESSFUL BIDDER shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.
- 9. That the contract executed between the parties, viz between MMTC & SUCCESSFUL BIDDER shall be on principal-to-principal basis and the said contract shall not amount to and/or be construed as constituting the SUCCESSFUL BIDDER as an agent of MMTC. It is clearly understood and agreed that the SUCCESSFUL BIDDER is not authorized or empowered to deploy any personnel in the name of the MMTC and/or on behalf of the MMTC.

- 10. Whenever a new guard/supervisor is deputed by SUCCESSFUL BIDDER at the premises of MMTC, an authorised officer of MMTC shall inspect the guard/supervisor before deploying.
- 11. The SUCCESSFUL BIDDER should commence the services on the date mutually agreed by both the parties. The tenure of the contract will be for a period of one year which may be extended for another one year on the same rates & conditions for such period as may be agreed to subject to the satisfactory services rendered by the party and on mutual consent.
- 12. The SUCCESSFUL BIDDER shall not sub-contract, transfer, assign or otherwise part with the tender/Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.
- 13. It shall be the responsibility of the SUCCESSFUL BIDDER to ensure that alternative arrangements are made immediately if any personnel do not turn up for duty on time.
- 14. The SUCCESSFUL BIDDER shall pay the personnel deployed for MMTC the wages which shall be as per the minimum wages prescribed by the Central Government under the Minimum Wages Act, 1948 for the personnel deployed in the MMTC premises. The payment to the workers/personnel should be by cheques/ECS only.
- 15. SUCCESSFUL BIDDER shall provide their staff suitable and sufficient sets of uniform for summers and winters etc.
- 16. The payment of wages/emoluments to the staff deployed by the SUCCESSFUL BIDDER shall be made directly by the SUCCESSFUL BIDDER by 7<sup>th</sup> of the following month. The payment shall be made on receipt of the bills from the SUCCESSFUL BIDDER and after making adjustment, if any, including services charges and any other charges.
- 17. All the eligible employees engaged by SUCCESSFUL BIDDER shall be made members of the Scheme under ESI Act, 1948. SUCCESSFUL BIDDER is responsible for the payment of both the contributions i.e. employer and employee and these contributions shall be deposited in the Bank (as indicated in ESI ACT) after completing all the formalities as specified in the said Act. Evidence in this regard shall be furnished by SUCCESSFUL BIDDER to MMTC every month. In case of an accident to the personnel deployed by SUCCESSFUL BIDDER, the same shall be informed to MMTC and all care shall be taken under the relevant Act and SUCCESSFUL BIDDER shall produce documents relating to compliance with ESI Act provisions in this regard.
- 18. In case the SUCCESSFUL BIDDER fails to comply with the requirements of depositing PF/ESI contributions for the personnel deployed by them, MMTC reserves its right to deduct/withhold such payments from the payments due to the SUCCESSFUL BIDDER and deposit directly with the authorities concerned.
- 19. The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the

scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfil its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.

- 20. The SUCCESSFUL BIDDER shall be duly registered under relevant Labour Laws including PF Act, ESI Act, Minimum Wages Act, Contract Labour Act, Shops & Establishment Act, Workmen Compensation Act and to continue to hold valid registration/license throughout the period of the contract. The SUCCESSFUL BIDDER shall at all times fully comply with the provisions of the applicable Labour Laws and keep MMTC always indemnified in regard to any liability in the matter. The SUCCESSFUL BIDDER shall also give a declaration that it has always complied with all the Labour Laws and has never been proceeded against by Labour Authorities, the court of competent jurisdiction etc. in regard to non-compliance of the same.
- 21. The SUCCESSFUL BIDDER shall observe and implement laws of the land and rules framed thereunder and in any event MMTC shall not be liable or responsible for any default that may arise out of non-observance of such laws/rules on the part of the SUCCESSFUL BIDDER and that MMTC shall be kept indemnified for such damage/injury caused to the premises or the properties of MMTC through neglect, default or otherwise.
- 22. The laws of the land mentioned above are only indicative and not exhaustive. Any law/regulation that may become applicable to the SUCCESSFUL BIDDER, the same shall be complied without any default by the SUCCESSFUL BIDDER.
- 23. The rates agreed above are as per the current minimum wages declared by the Central Government. Suitable increase/decrease may be made as and when these rates are revised. The prevailing rates are effective from 01.10.2020 as per Central Government. The SUCESSFUL BIDDER is not entitled to claim allowance towards Weekly off/National Holidays/Other Holidays in respect of those personnel who have been granted leaves and no alternative arrangements for their replacement have been made by the SUCCESSFUL BIDDER.
- 24. That in case any injury is sustained by any person including any person deployed by the SUCCESSFUL BIDDER and/or that the said injury had connection with the discharge of the obligation undertaken by it and/or deployment of such person by the SUCCESSFUL BIDDER, the SUCCESSFUL BIDDER shall be liable to settle the claims of the aggrieved person(s).
- 25. The SUCCESSFUL BIDDER shall submit following documents/statements alongwith their bills every month:
  - i. The attendance sheet of the personnel deployed duly certified by the Successful bidder.
  - ii. The copies of salary bill showing the salary/wages to the individuals and deductions of EPF/ESIC contributions.
  - iii. Proof of releasing salary / wages to the workers through ECS/Cheque.
  - iv. A summary statement showing the individual's EPF/ESIC contributions alongwith challans showing deposits with EPF/ESIC matching with the summary statements.

EPF/ESIC challans and summary statement should be duly stamped by the concerned authorities/Bank.

- v. The summary statements should indicate the code number allotted to SUCCESSFUL BIDDER by EPF/ESIC authorities and should also indicate the individual's account number allotted by the said authorities.
- vi. All the documents furnished with the bills to be stamped and signed by the Agency.
- 26. The Earnest money of unsuccessful bidders shall be returned within reasonable time without any interest.
- 27. On appointment of SUCCESSFUL BIDDER, 5% (five percent) amount (inclusive adjustment of the EMD) of the contract value shall be given online mode (NEFT/RTGS) as Contract Performance Guarantee (PG). The CPG is liable to forfeiture in whole or part in the event of non-compliance of terms and conditions of this Agreement by the SUCCESSFUL BIDDER. The CPG amount will be refunded four months after the satisfactory completion of the contract. No interest shall be payable by the MMTC on the CPG amount so held.
- 28. Submission of Contract Performance Guarantee (CPG) is mandatory even for MSEs/NSIC registered agencies. Therefore, the MSEs/NSIC registered agencies who are willing to abide to this condition only may take part in Tender.
- 29. In case of violation of any terms and conditions of the tender document, MMTC reserves the right to terminate the Agreement by giving 30 days notice in writing and it will entitle MMTC to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract or otherwise. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
- 30. The personnel deployed by SUCCESSFUL BIDDER shall for all purpose remain as employees of the said SUCCESSFUL BIDDER only and shall have no claim whatsoever including against MMTC. Personnel of the SUCCESSFUL BIDDER should for no other purpose shall be considered to be employee of MMT for any purpose.
- 31. That the SUCCESSFUL BIDDER has gone through the general conditions of the tender and the same are accepted by Agency for the execution of contract awarded to him.
- 32. On expiry or earlier termination of this agreement, the SUCCESSFUL BIDDER and the person(s) deployed by them shall vacate the MMTC's premises without causing any damage to the said premises/property.
- 33. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.
- 34. No party has any authority to bind the other party in any whatsoever except as agreed under the terms of the tender/subsequent Agreement. MMTC will not be under any obligation to the implementation successful bidder except as agreed under the terms of the Agreement.
- 35. The compensation, connected expenses and legal disputes between the successful bidder and its staff deployed and any unforeseen casualty shall be borne/paid/ settled by the successful

bidder and MMTC in no way shall be party to the disputes and will have no liability on this account. It is also the firm's liability to provide wages etc. and follow other statutory obligations as per extant rules.

- 36. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.
- 37. FORCE MAJEURE : If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, acts of God and acts of Government, fires, floods, explosions, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invocating the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority.

- 38. **APPLICABLE LAW AND JURISDICTION :** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- 39. 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.
- 40. **CONFIDENTIALITY AND SAFEGUARD OF PROPERTY :** MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

41. **FRAUD PREVENTIN POLICY**: All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

# 42. GENERAL :

The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subsequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent Agreement/contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement/contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

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

**1**. Offers to be submitted online on MMTC's e-procurement portal https://mmtc.abcprocure.com against the respective tender along with scanned copy of duly signed offer on letter head

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

Vendor's Queries	Contact Numbers	Mail ID
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
Technical Assistance : New Bidder	+91-(79)- 68136823/54	a ser a set a Daa ser a ser a
Registration (Portal Registration),	+91-(79)- 68136850	support@abcProcure.com
Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136878	fany.shah@eptl.in
	+91-(79)- 68136849	

For e-Tender or e-Auction	+91 93745 19729	<u>Mr.</u> Nikhil Khalas
Services (uploading / Bidding) (Offsite Team).	+91-(79)-6813 6848 / 49/ 61/71	nikhil@eptl.in

**2.** The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on <u>www.cca.gov.in</u> wherein details have been mentioned.

**3.** The bidders shall register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.

**4.** .For minimum system requirements clients/bidders should refer to home page of the URL <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a> under tab Download/ Minimum System Requirements-V2.0

5. Bidders are advised to print and save bid submission receipt on submission of bids.

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## SPECIAL TERMS & CONDITIONS

- 1) The agency should be fully equipped with the latest cleaning equipments such as autoscrubber, wet/dry vacuum cleaner, jet pressure wash. The details of the equipment owned by the agency should be submitted alongwith tender offer.
- 2) The contractor shall ensure the regular supervision and control by the contractor himself or by his supervisor on the personnel deployed by him/her for the works and necessary direction should flow from the contractor/ supervisor to his workforce for undertaking the contractual obligations.
- 3) The Housekeeping services agency shall get the antecedent of its workmen verified and the certificate to that effect should be submitted before their deployment at MMTC office. The agency shall also submit the names, present and permanent residential addresses and two copies of their passport size photographs to MMTC.
- 4) The successful bidder 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.
- 5) The staff employed by the Successful bidder for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The Successful bidder shall be bound to change the personnel deployed if any of them is considered unsuitable by MMTC and decision of the MMTC in this regard shall be final and binding on the Successful bidder without any questioning.
- 6) The bidder/Contractor shall indemnify MMTC under Labour's Compensation Act, Personal Injuries Act, Insurance Act etc. and or other Industrial Legislation in force from time to time. The successful bidder 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 bidder/contractor.
- 7) 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 successful bidder and expenditure incurred thereon will be borne entirely by the bidder/contractor. MMTC shall be totally indemnified of any liability whatsoever.
- 8) The successful bidder 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 bidder/contractors team or any person engaged by him for any purpose related to the execution of this contract. The bidder/contractor shall indemnify MMTC of 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 the above.
- 9) <u>INSPECTION OF THE WORK</u>: The work is subject to inspection at all times by the Admn. Incharge/MMTC. The Successful bidder 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 successful bidder is advised to take the prior approval of all the materials used for this work.

### 10) FOR DRIVERS :

a) Successful bidder shall deploy Car Drivers at such strategic points and in such manner as may be mutually decided from time to time in consultation with Chief General Manager, MMTC Limited or his authorized representative.

- b) The bidder shall be responsible for discipline, conduct and such insurance of the drivers deployed. If the disciplines conduct of the drivers deployed by the bidder is not upto the required expectations or complaints are received against them from guests etc. MMTC Limited shall inform the bidders of the same and the bidder shall not deploy such drivers in the assigned jobs. In such event, the bidder shall provide suitable replacement.
- c) The bidder shall be responsible for complying with all the provisions of STA and other statutory Acts, Rules & Regulations applicable from time to time for carrying out the assigned jobs. MMTC Limited shall not be in any way responsible for any liability that may arise from the non-compliance of the acts rules & Regulations by the bidder.
- d) The bidder should be in a position to supply the required car-drivers having valid commercial license and at least 5 years of experience as a driver and are medically fit and should not been prosecuted earlier. He should also be familiar with rules and statutory provisions relating to traffic rule, preferable matriculate and able to speak and understand English. The bidder shall provide at its own cost proper uniform as mutually decided between MMTC Limited and bidder. The bidder shall ensure that all the drivers deployed in MMTC are duly veted by the police authorities or appropriate authorities in so far as their character antecedents are concerned.
- 11) <u>TERMINATION OF CONTRACT</u>: In the event Successful bidder fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any orders given to him in writing by the MMTC or on behalf of the MMTC within the scope of the contract, or shall contravene the provisions of the contract, the MMTC may terminate the contract after giving one month notice in writing to the Successful bidder. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall deemed to be served on successful bidder.

For MMTC LIMITED

Chief Manager (E.)

## SECTION III

## **SPECIFICATIONS**

- 1. Cleanliness will be the essence of the contract.
- 2. The scope of work shall include items given in **Annexure III** and instructions of MMTC. Besides, the successful bidder is required to undertake any kind of House keeping services which we may require at any point of time in our office premises, etc
- 3. The following labour shall be deployed by the successful bidder/contractor daily at site for day-to-day house keeping and other work as per details given below :-

S.No.	Grade	Deploym	nent	Category
		Scope Office	MMTC Colony	
1	Driver	8	0	Skilled
2	Supervisor	1	0	Semi-Skilled
3	Plumber	1	0	Semi-Skilled
4	Carpenter	1	0	Semi-Skilled
5	Safairkarmchari	18	2	Un-skilled
	TOTAL	29	2	

- 4. WORKING HOURS:
  - i) The services are required for six days in a week from Monday to Saturday from 8.00 AM to 8.00 PM on each working day(on shift duty)
  - ii) The office timings for drivers as per the requirement of MMTC.
  - iii) The office timings are 9.30 AM to 5.30 PM.
  - iv) The plumber and carpenter will be in the office for six days in a week where SUNDAY & National Holidays be an off.
  - v) One lady sweeper will be available in the office from 8.00 AM to 4.00 PM.
- 5. The successful bidder shall depute not less than workmen (Including drivers and supervisors given above). However, the above number can be increased or decreased at the discretion of MMTC Ltd. based on the requirement.
- 6. The successful bidder shall issue the identity cards and proper uniform to his workmen on his own cost and shall be duly intimating the Office-inchage/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.
- 7. All the above mentioned worker including supervisor shall make their attendance daily in a register kept by successful bidder at Caretaking Cell. Further, in case of any absentee, the successful bidder shall make alternative arrangements to ensure that housekeeping work does not suffer. But, if no alternative arrangement is made by the successful bidder, a penal recovery @ wages per day per person for non-deploying any worker/personnel, shall be made from successful bidder's bill.

- 8. In addition to housekeeping services, the contract will provide the labourer in the office as and when required, for which payment will be made at minimum wage rates.
- 9. The Successful bidder shall ensure adequate availability of stock of consumable items given in Annexure-IV to be utilized in SCOPE office, Record Room office, Medical Room & Training Centre (during running of training sessions) situated in Housing Colony throughout the Contract period without any extra charges. The inventory may be checked by our caretaker at any time. The consumable items should be of reputed make / brand only.
- 10. The successful bidder shall have to make his own arrangement for storage of the material required for the job. However, a room in the basement with intercom telephone connection may be provided to him on rent free basis during the currency of the contract.
- 11. The staff employed by the Successful bidder for performance of the contracted jobs, shall be of sound health, be mentally alert and physically fit. The Successful bidder shall be bound to change the personnel deployed if any of them is considered unsuitable by MMTC and decision of the MMTC in this regard shall be final and binding on the Successful bidder without any questioning.

For MMTC LIMITED

Chief Manager (E.)

#### **ANNEXURE-I**

#### (Letter for submission of tender on bidder's own letterhead) Dated:

No.

General Manager(Admn.) MMTC Limited Core-1, SCOPE Complex Lodi Road <u>NEW DELHI-110003</u>.

Subject: e-Tender for annual contract for providing House Keeping Services in MMTC office premises, New Delhi.

### Ref: Tender No. MMTC/CO/ADMN./GA/2020-21 Dated 19/02/2021.

Dear Sir,

1. That we M/s.\_\_\_\_\_ is registered under\_\_\_\_\_Act with \_\_\_\_\_\_ and our Registration No. is\_\_\_\_\_\_. I/we the undersigned certify that I/we have carefully gone through and clearly understood the site conditions, terms and conditions of the tender documents, the work requirements and undertake to comply with them.

2. I/we further undertake to execute and complete the works as per tender's 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 copy of proof of depositing Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees One lac fifty thousand only) online mode in MMTC Account.

4. I/we also undertake to comply with all the labour laws/acts/enactments/modifications including minimum wage act etc, and to deposits with Provident Fund authorities and pay ESI contributions for the workers employed by me/ us on regular basis and applicable service tax, etc. I/we will be responsible for proper health of the labourers and injury, if any, caused to the workers while working and for the behavior & conduct of the workers. I/we certify that no criminal/ income tax/ service tax/ black-listing case is pending against my/our firm/company.

5. My/our offer includes component of applicable wages not below statutory limit)to my/our workmen, cost of required tools, Provident Fund, statutory charges, ESI contribution, duties, royalties, octroi/levies, for ID and uniforms, etc. All the statutory payments will be paid by me/us to concerned authorities on due dates whereafter we shall produce proof of such statutory remittances to MMTC and a copy for their record also. I/we understand that the 'service tax' component 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 month.

6. My/our offer shall be valid for a period of 90 days from the date of opening of the price bid.

Thanking you.

Yours faithfully,

For M/s	
Signature	
Date	
Name	
Seal of Bidder	

Address\_\_\_\_\_

### **ANNEXURE-II**

## INFORMATION ABOUT BIDDER

- 1. Name of Bidder
- Address with telephone/faxNos.
  (a) Head office
  - (b) Branch Office
- 3. Telegraphic Address/E-Mail Address
- 4.(a) Is your firm registered under the Indian Partnership Act 1932 If so, give the name & address of the partners alongwith the Registration No.
  - (b) Is your concern a proprietary concern? If so, give Name and Address of the proprietor.
- (c) Is your concern incorporated under the Companies Act Or any other law in India?
- 5. Have your concern changed its name at any time? If so, when and the reasons thereof.
- 6. Date of commencement of Business
- 7. Details with registration with statutory authorities for:
  - (i) PF
  - (ii) ESI
  - (iii) Service tax and GST
  - (iv) MSME certificate in case the party is registered with MSME.

Please furnish certified copies of Registration and latest returns as filed with their authorities failing which Tender is liable for rejection.

8. Income Tax Assessment Certificate for the last three years.

9.. Name & address of Principal Bankers.

10. Details of Places where Housekeeping Services are being provided to Govt. /Public sector undertaking/Educational Institutions/Public Limited co., in the past three years?

uertaking/Luuca				<i>.</i> , in the p	asi illee yea	13:
Housekeepin	Organization	Nature	Value	Area	Manpower	Contact Person
g job carried		of Job		covered	deployed	at
out during						such orgn with
the						tel. No.and his
last 3 years						designation

- 12. \*Details of infrastructure:- Please furnish complete details of various types of machinery/equipment/qualified manpower etc., available justifying your case.
- 13. Turnover (last 3 years)

2017-18	2018-19	2019-2020

Please enclose copy of latest balance sheet and profit and loss Account.

14. Insolvency Certificate from any scheduled/nationalized bank.

Signature of the bidder(s)

Name and Designation of authorised person signing the tender on behalf of the tender(s) with Stamp.

Full Name and address of the bidder(s).

### SCOPE OF WORK

### SCHEDULE OF ROUTINE HOUSE KEEPING WORK

(Ground floor to seventh floor at SCOPE Complex, Core-I, New Delhi MMTC Premises, Training Centre & Record rooms at MMTC Colony)

It shall be the responsibility of the successful bidder to ensure the absolute cleanliness in the entire office premises in SCOPE complex and Record room office, library, medical room & training centre(during running of training sessions) in Housing Colony. The successful bidder will 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 house keeping which shall be helping in ensuring the absolute house keeping and cleanliness of our premises. Plumber and carpenter will attend day today plumbing work relating to washrooms, pantries, kitchen, etc. and other furniture repair and wooden work respectively not covered under the other contract.

#### **HOUSEKEEPING STAFF**

### S. No. Works Details

### Frequency of Cleaning

#### A. <u>Rooms</u>

1. Cleaning of the doors Once in a day 2. Removal of the Cobwebs Once in a week 3. Dusting of the verticals Once in a week **Cleaning of Electrical Switches** 4. Once in a week 5. Spot cleaning of the walls As required **Dusting of Windows** Once in a day 6. 7. Cleaning of windows Once in a week Scrubbing of the skirtng 8. Once in a week 9. Dusting of other article in the room Once in a day 10. Wet mopping of the Floor As required Dry mopping of the Floor As required 11. Dusting of the Furnitures & Fixtures 12. Once in a day 13. **Telephone and Computer Cleaning** Once in a day 14. Fax and Photostat Machine Cleaning Once in a day 15. Fax and Photostat Machine Deep Cleaning Once in a week Telephone and Computer Deep Cleaning Once in a week 16. 17. Trash Removals As required 18. Emptying of Dustbins Twice in a day 19. Vacuum Cleaning of Carpets Once in a day Spotting of Carpet 20. As required 21. Cleaning of the Doormat Once in a day 22. Electrical Equipment cleaning Once in a week

# B. TOILETS

- 1. Cleaning of doors and windows
- 2. Scrubbing of the Urinals
- 3. Scrubbing of the sinks
- 4. Washing of Toilet walls and floor
- 5. Washing of W/C
- 6. Changing of the Urinal Cubes
- 7. Changing of the Odonil cubes
- 8. Cleaning of the Doormat
- 9. Trash Removals
- 10. Refilling of the Soup dispenser
- 11. Refilling of the Toilet paper rolls
- 12. Refilling of the face tissues
- 13. Cleaning of Toilet Fittings
- 14. Cleaning of Washbasin
- 15. Cleaning of Mirrors

## C. STAIRS

- 1. Wet Mopping of stairs
- 2. (morning/evening)
- 3. Dry Mopping of Stairs
- 4. Scrubbing of Stairs

## D. PASSAGE AREA

- 1. Wet Mopping
- 2. Dry Mopping
- 3. Scrubbing of front entrance tiles
- 4. Washing of the Floors

## E. <u>PANTRY</u>

Dusting Wet Mopping Dry Mopping Washing of the Floor Trash Removal Once in a day Twice in a day Twice in a day Once in a day Twice in a day As required Once in a day Once in a day Once in a day

Once in a day

Twice in a day

Four times in a day Once in a day

Twice in a day As required Twice in a week As required

Once in a day Twice in a day Four times a day As required As required

# SCOPE OF HOUSEKEEPING SERVICES

- Removal of paper, litter, garbage and packing material from all floors/rooms/pantry etc.
- Vacuum cleaning of carpeted floors on a daily basis.
- Dusting of furniture, telephones, etc., firstly with dry cloth and then with Colin/moclean.
- Cleaning and scrubbing of toilets on regular interval/as & when required.
- Cleaning of washbasins, sanitary fittings and toilets floors with dry & wet mops.
- Cleaning of window glasses both sides, frames & air conditioning grills
- Dry & wet mopping of staircases,. Pantry & lobby area.
- Cleaning of planters.
- Cleaning of artificial plants
- Reception, lobbies to be mopped twice/thrice in a shift or as and when required.
- Cleaning of Reception door and main entrance glass door and frames on both sides.
- Dry & wet mopping of main lobby area on regular intervals.
- Dry & wet dusting of glass partitions with glass cleaner.
- Dusting and cleaning of conference tables and chairs.
- Spot cleaning of carpets on regular basis as per prescribed maintenance instructions.
- Cleaning of panel posters, painting, light fittings, furniture & fixtures etc.
- Scrubbing of staircase, lobbies and outside areas.
- Removal of cobwebs.
- Brasso polishing of brass/copper fixtures
- Cleaning of open lawns, foot path area on daily basis twice a day.
- Cleaning of Glass panes from Outside Once in a month.
- Cleaning and maintenance of artificial plants.
- Heavy duty floor cleaning machine once in a week.

## **ANNEXURE-IV**

## LIST OF CONSUMABLE ITEMS(MONTHLY REQUIREMENT)

	SI. No. Consumable Items	Make / Brand	Qty.(Approx.)
1.	Disinfectant Cleaners (office floors)	Cleanzo	70 Lts.
2.	Disinfectant Cleaners (toilets)	Phenyl/ Trishul / Lizol	100 Lts.
4.	Liquid Hand Wash Soap	Branded / Good Quality	y 150 Lts.
5.	Toilet Rolls	Wintex / Daffodil	550 Rolls
6.	Room Fresheners (office area)	Branded / Good Quality	8 Dzn
7.	Air Fresheners (toilets)	Odonil	10 Dzn.
8.	Sanitary / Urinal Cubes	Odoclean / A-One	15 Dzn
9.	Naphthalene Balls	Trishul	10 Kgs.
10.	Toilet Cleaner	Harpic	30 bottles.
11.	Glass Cleaner	Colin	20 Botles
12.	Metal Cleaner	Brasso	4 Lts.
13.	Detergent Powder	Branded / Good Quality	40 Kgs.
14.	Hard Broom	Branded / Good Quality	1 Dzn.
15.	Soft Broom	Branded / Good Quality	1 Dzn.
16.	Plastic Scrubber	Branded / Good Quality	2 Dzn.
17.	Hand Brush	Branded / Good Quality	1 Dzn.
18.	Duster for mopping of Floors	Branded / Good Quality	5 Dzn.
19.	Duster for dusting of Tables	Branded / Good Quality	5 Dzn.
20.	Garbage Bin / Bag	Branded / Good Quality	As required
21.	Floor polish	Branded/Good quality	3 Kgs.
22.	Mosquito Hit	Hit	10 Nos.

**NOTE : The above list is illustrative only and not exhaustive.** Consumable items given above will be utilized in SCOPE office and Record Room office, Medical Room & Training Centre(during running of training sessions)in Housing Colony throughout the Contract period without any extra charges.

SIGNATURE	
Name :	
Name of the Company/Firm	

Date :

Seal of bidder

Annexure-V

### WORK: <u>NIT FOR ANNUAL CONTRACT FOR PROVIDING HOUSEKEEPING SERVICE IN</u> <u>MMTC OFFICE PREMISES, NEW DELHI</u>

### PRICE BID

While quoting the rates, the following may kindly be noted:

- 1. The rates as per minimum wages fixed by Central Government as on date, should be inclusive of component of Provident Fund, ESI contribution, statutory charges/duties and uniform of workers.
- 2. The quoted prices should be excluding all applicable taxes/GST.

S.No.	Description	QTY.	RATE/UNIT	Total Amount
5.INO.	Description	QIT.		
			(Rs.)	(Rs.) Per month
1.	Drivers	8		
2.	Supervisors	1		
3.	Housekeeping worker	20		
	3	_		
4.	Plumber	1		
	-			
5.	Carpenter	1		
	TOTAL	31		

### (A) HOUSEKEEPING STAFF

( in words)Rupeesonl	ly)
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- (B) Contractor's Service Charges in percentage over & above (A) The service charges should not be 0% (not unreasonable) \_\_\_\_\_\_ otherwise liable to be disgualified
- (C) Consumable cleaning material mentioned including applicable tax In Annexure – B

(Monthly Requirements)	Rs
(In words) Rupees	

(Signature of the Bidder with Stamp)

)

Date			
Place			