



No. MMTC/Kol/Tender/Consultant/02

Dated : 21-10-2021

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, Flat No 31,32 & 33; 7 B Allenby Road, Kolkata – 700020(**hereinafter called the MMTC**) invites Sealed Tender for appointment of Consultant for calculation and deposit of Back period PF and ESI to Contractual workers engaged by M/s Hemanta Malik on the terms and conditions as below:

1) **SCOPE OF WORK :**

- i) To calculate back period EPF and deposition of PF of 16 contract workers for the period from April 2002 to November 2016.
- ii) Prepare and upload ECR, generate challan and all other formalities required by the statutory authorities for timely completion of EPF job as per the rules and directions of RPFC.
- iii) To calculate back period ESI for the period April 2002 to November 2016 and deposition of ESI amount with statutory authorities.
- iv) All payments shall be made directly to statutory authorities by MMTC upon completion of all paper work by Consultant and receipt of information from him.

**DUE DATES:**

**Last date for submission of Bids : 12.11.2021, 14:00 Hrs**

**Opening of Bid : 15.11.2021 14:00 Hrs**

2) **NATURE OF ENGAGEMENT:** The engagement of the Consultant for calculation shall be on temporary contractual basis.

3) **PERIOD OF ENGAGEMENT:** The engagement will be purely on temporary, non-regular short-term contract basis for a period of 6 months. However the period may be extended on mutual agreement on the same terms and conditions. All activities like preparation, updation and compliance of back period EPF and ESI be completed within this period.

4) **CONFIDENTIALITY OF DATA AND DOCUMENTS :**

- i) The intellectual Property Rights (IPR) of the data collected as well as deliverables produced for MMTC shall remain with MMTC.
- ii) The Consultant engaged, shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or

information collected for the purpose of his assignment or during the course of assignment for MMTC, not without the express written consent of the Competent Authority.

iii) The consultant shall be bound to return/hand-over all the records of assignment to authorized officer/ authority of MMTC before the expiry of the contract and before the final payment is released by MMTC.

5) **CONFLICT OF INTEREST:** a) The shortlisted consultant engaged by MMTC shall in no case represent or give opinion or advise others in any matter which is averse to the interest of MMTC nor he will indulge in any activity outside the terms of contractual assignments.

b) In case the services of consultant are found in conflict with the interest of the Corporation, his/her services will be discontinued by terminating the contract without assigning any reason.

c) The consultant shall not assign the work allocated to him to any other individual(s) or company.

6) **TERMINATION OF ENGAGEMENT:** (a) MMTC may terminate the contract of engagement of the consultant in following conditions:

i) Unable to perform the assigned work;

ii) The consultant fails to fulfill to complete the work assigned in time bound manner

iii) The Consultant is found lacking in honesty and integrity.

(b) MMTC reserves the right to terminate the contract by serving 15 days notice in writing to the consultant. Termination shall be affected on the day right after the completion of 15 days of delivery of such notice.

7) **TAX DEDUCTION AT SOURCE (TDS):** TDS as admissible shall be deducted from the monthly remuneration of Consultants/ Contractual employees. A TDS certificate shall be issued by the concerned division on demand.

8) **QUALIFICATION AND EXPERIENCE CRITERIA (ELIGIBILITY):**

i) Minimum 05 years experience in dealing with statutory obligations of contract workers related to PF, ESI etc ( Self declaration on letter head may be submitted alongwith quote)

ii) Consultant must have experience in dealing with compliance of PF and ESI of PSUs.

9) **PROFESSIONAL FEE/CONSOLIDATED REMUNERATION:** Interested persons may quote the consolidated professional fee excluding GST for carrying out the work as mentioned in SCOPE of work. GST must be separately quoted on and above the professional fee.

After completion of work, consultant shall submit necessary bills along with receipts, if any, to MMTC office for settlement.

- 10) **EMD** : The Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, payable at Visakhapatnam or transfer online to MMTC Account No. 10308090583 ,State Bank of India ,IFS Code SBIN0014407. The EMD of unsuccessful bidder shall be refunded after 15( Fifteen ) working days from the date of contract issued to successful bidder. No interest on EMD amount is applicable. For successful bidder, EMD amount shall be kept as Security Deposit and shall be refunded on completion of lifting of the entire materials as per tender terms and conditions. No interest on security deposit is applicable. If successful bidder fails to lift materials as per the tender terms and conditions the Security deposit shall be forfeited by MMTC.

**11) GENERAL CONDITIONS:**

- i) Payment for the services shall be released upon completion of entire work.
- ii) Applicable TDS will be deducted.
- iii) The consultant engaged shall report to MMTC Kolkata office.
- iv) The consultants shall collect data from respective statutory offices by interacting with officers holding relevant records.
- v) Consultant engaged is expected to work independently, exhibit professionalism and should be capable of delivering original work.
- vi) Consultant willing to take up this work must be fully conversant with the rules and compliances of all statutory bodies involved.
- vii) In case of satisfactory bids / quotes not received, MMTC reserves its rights to annul / cancel this Tender without assigning any further reasons.

- 12) **PROCEDURE FOR SUBMITTING APPLICATION:** Interested applicants fulfilling the above eligibility criteria prescribed hereinabove, may apply in the standard application format enclosed at Annexure-I, with these terms of reference on or before closure of business hours (14:00 hrs), 15.11.2021 along with all supporting documents, in a sealed envelope super scribing as "Application - For Consultant" to reach the following address . Applications should be forwarded to:

Deputy General Manager (Law/P&A),  
MMTC Limited,  
Flat No 31,32,& 33  
7 B Allenby Road,  
Kolkata - 700020

Applications sent by e-mail, WhatsApp, internet, will not be considered for further selection process. Applications received after due date will not be considered.

**13) FRAUD PREVENTION POLICY:**

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's

website at [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

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

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Security Deposit.

#### **14. HOLIDAY-LISTING:**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the 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 dealing or take any curative measures with the agency(s) in accordance with the policy inforce.

**15. DISCLAIMER :**

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

**16. INDEMNITY :**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

**17. ARBITRATION :**

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and governed by Arbitration and conciliation Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata. The award made in pursuance thereof shall be binding to the parties.

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DY GENERAL MANAGER (LAW/P&A)

ANNEXURE – I

(Price Bid should be filled up in the letter head of Bidder)

**NIT NO. No. MMTK/Kol/Tender/Consultant/02 dated 21.10.2021**

1. **Name of theBidder:**
2. **Address:**
3. **PANNo.:**
4. **GSTNo.:**
5. **ContactPerson:**
6. **Tel No.:**
7. **FaxNo:**
8. **E-mailAddress:**

Sl No	Description	Price quoted in Rupees (excluding taxes)
1	Rate quoted for the entire period of work i.e April 2002 to November 2016	Rs..... ( Rupees.....)
2	Applicable GST	Rs..... (Rupees.....)

**TOTAL (1+2): Rs.....( Rupees.....)**

We have carefully gone through the terms & conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

**Date:**

**Signature of thebidder**

**Place:With Stamp & Seal of theFirm**