



CIN NO. L51909DL1963GO1004033

Sub-Regional Office : P.O. Barbil, DIST. KEONJHAR, ORISSA-758 035 Tel : 06767-275479, 275296, 275501, 276612, Fax-06767-275580, E-Mail : mmtcbarbil@mmtclimited.com

Ref . No. MMTC /BBL/Admn/CL/16-17

Date: 07/04/2017

MMTC Limited A Govt. of India Enterprise having Regional Office at Alok Bharati Complex-Sahid Nagar Bhubaneswar with Sub-Regional Office at Barbil PO- Barbil Dist-Keonjhar, Odisha, Pin-758035 invites sealed bids for Labour supply firm/Company/Contractor for providing Contract Labour at Sub-Regional Office, Barbil on need basis. Tender documents are available at the client's office i.e. MMTC Limited, SRO: Barbil, Dist. Keonjhar against a Demand Draft/Bankers Cheque of Rs.200 + VAT @ 5% i.e. Rs.210/-. The tender documents consist of 2 bids, Technical bid and price bid. The bidders shall submit their bids both Technical and price in two separate envelopes and superscribe on the envelopes, Name of the Company/Contractor, Contact Person Phone/Fax/email address tender No. and closing date the bidders shall put their sealed bids in the tender box kept in the office of MMTC Limited, Barbil. The last date of submission of bid(s) is **25.04.2017** upto **13 hrs.** Bidders shall send the bids addressed to the Addl. General Manager, MMTC Limited, Barbil. The technical bid shall be opened on **25.04.2017 at 15.30.hrs** and the price bid of technically qualified bidders shall be opened subsequently. **The bidders have to sign each & every pages of tender documents as a token of acceptance of terms & conditions.**

(1)Eligibility Criteria:-

The bidders shall submit the following documents in the technical bids along with EMD.

- (a) Self attested copy of registration with Employees Provident Fund(EPF) authority
- (b) Self attested copy of Pan card/Service Tax registration certificate.
- (c) EMD of Rs 5000/- in form of DD/Banker cheque/ pay order drawn in favour of MMTC Limited, payable at Barbil.
- d) ESI Registration Certificate
- (e) Certificate of registration under The Orissa Shops and Establishment act 1956.
- (f) Contractor must have experience of providing such services at least for a year, the proof of which needs to be submitted in physical form.

KYC details (Know Your Customer)

In case of Company/Firm

- (i) I D proof & address proof of Directors.
- (ii) MOA & articles of association.

In case of partnership

- (i) Partnership Deed
- (ii) I D of Firm & Address proof of partner.

In case of proprietorship

- (i) Copy of proprietorship & Identity proof of the sole proprietor
- (ii) Address & ID proof of proprietor DL/Voter ID card/Aadhar card etc.
- (iii) Letter for submission of tender on tenderer's own letter head addressing to Addl. General Manager, MMTC Limited, Sub-Regional Office, Barbil.

(2) Scope of work

The successful Bidders shall provide 10 (Ten) numbers of Unskilled/Semi skilled workmen at SRO Barbil. The Workmen/Manpower engaged by the Contractor/Firm/Company/agency shall deploy the Workmen in different works viz. Gardening, Security Guard, Sweeping & attendant service etc.. The contractor/Firm/Company/agency shall provide all protective equipments to their workmen to be deployed for the said Job.

(3) **Rates:-** Quoted rates shall include the consolidated rate for complete Job inclusive of all charges/statutory obligation. The rates include component of provident fund, statutory charges. These shall be payable by contractor on due dates to the concerned authorities without fail and the contractor will furnish to MMTC the documentary evidence of all deposits. The service tax shall be reimbursed with monthly bills on actual basis on production of documentary proof of deposit.

Income tax plus duties at the prevailing rate as applicable from time to time shall be deducted from contractors bills as per IT rules and quoted rates shall be deemed to include this.

(4) **Period of contract-** The period of contract shall be of **two years** from the date of work order. The same shall be extendable only at the discretion of the MMTC Limited subject to satisfactory completion of work during contract period/extended contract period. The decision of the MMTC is final and binding to the contractor.

(5) **Payment of wages by the contractor:-**

i) The agency shall pay wages to the workmen directly to their bank account, not less than the minimum fixed by the Govt. of India, as per Minimum Wages Act 1948 as amended from time to time and shall duly and properly comply with all legislation laws, rules or regulation relating to the employment of labor. A violation of this clause also is deemed to be breach of contract. If the employer is called upon to make any payment towards wages etc of the guards employed by the agency, the same will be done by deducting from the outstanding payment or against pending future bills of the contractor or from the security deposit

ii. If during the contract period wages of labor increases by the statutory authorities, such increase become operative after time of submission of tender and reimbursement and of increase in wages as applicable shall be made by MMTC to extent of actual increase. Whoever, agency shall have to submit the documentary proof, accounts books etc for verification by MMTC to substantiate the claim.

iii. The contractor shall submit his monthly bills in triplicate after payment of wages to security guards, to administration In-charge of SRO Barbil for processing of payment along with proof of payment of wages, and proof of payment of statutory dues (E-Passbook of individual workers, PF/ESI challan etc), within seven days of the ensuing month. Payment shall be released after necessary deduction of taxes Cess, absenteeism through online directly at the bank account of the contractor.

iv. Contractor shall provide 2(two) pairs uniform to the contract workers being deployed by them.

(6) **Security Deposit:** - Rs 50,000/- shall be deposited as Security Deposit by the contractor.

(7) Inspection of work:-

The work is subject to inspection at all time by MMTC limited. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out accordingly to the specification of this tender.

(8) Termination of contract:-

In the event the contractor fails to execute the work with due diligence or shall refuse or neglect to comply with any orders given to him in writing by the MMTC within the Scope of the contract or shall contravene the provision of the contract, MMTC may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention, compliance of within such time as may be deemed reasonable not exceeding 15 days and in default of the compliances, MMTC without prejudice to its right under contract may rescind or cancel the contract holding the contractor liable for the damages that MMTC shall consider reasonable. MMTC shall have the option to complete the work either departmentally or may re-contract at a minimum possible price available at the risk and loss of contractor and the amount so incurred shall be recoverable from the dues of his work or from the security deposit with MMTC.

(9) Arbitration:-

Any dispute or differences whatsoever arising between the parties relating to the meaning/Scope /operation/effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a sole arbitrator to be nominated by General Manager, Regional Office: Bhubaneswar of MMTC Likited whose decision shall be final and binding on the parties hereto. The provisions of Arbitration & conciliation act-1996 as amended up to date

Shall apply to such arbitration. The Venue of such arbitration shall be at Bhubaneswar.

10. General Conditions

The Contractor is responsible for compliance of the points given below which shall for form part of this agreement once executed upon acceptance of this tender.

- a) The Contractors shall have his own PF code No. with the RPFC as required under Employee PF and Miscellaneous provisions ACT 1952.
- b) It shall be the sole liability of the contractor to obtain and to adhere by all necessary licenses permissions from the concerned authorities as provided under the various labour legislations including the Labour License obtained as per provisions of the Contract Labour (Regulation and Abolition) Act 1970.
- c) The Contractor shall be responsible for required contribution towards PF, pension, ESI or any other statutory payments to be made in respect of worker employed on work under the contract and shall deposit the amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employees and employers contribution. The contractor shall submit all relevant records for verification by MMTC as asked for.
- d) The Contractor shall be solely responsible for payment of wages and other dues to the personnel deployed by him latest by the 7th of the following month. MMTC reserves the right to check periodically payment of wages made by contractor to which personnel so engaged. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc arising out of the disputes related o the dues and employment of personnel deployed by him. The contractor shall indemnify MMTC against all loses or damages if any caused o it on account of actø of the personnel if any deployed by him.

11. The following policies shall also form the part of the agreement.

11. (I) Fraud Prevention Policy ;

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s): The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to

observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

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

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

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

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

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

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

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

II. 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."

III. Public Procurement Policy for Micro and Small Enterprises(MSEs) order,2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises.

MMTC LIMITED, SUB-REGIONAL OFFICE. BARBIL

(A Government of India Undertaking)

Tender No.MMTC/BBL/Admn/CL/16-17 Date: 07/04/2017

Price Bid Part-2.

SL. No.	Head	Rate of charge in %age as per statutory norms,where applicable categories	<u>Categories</u> Semi-skilled (as per price bid part-1) (Rs)	<u>Unskilled</u> (as per price bid part-1) (Rs)
1	Basic Minimum wages including VDA (as per Govt. norms)			
2	ESI			
3	EPF			
4	Bonus			
5	Cost of uniform			
6	Cost per head per month (A)			
7	Service charges per head per month(B)			
8	Total cost per head per month (A+B)			
9	No. of tentative person required		3	7
10	Total cost per month			
11	Bid value per month			

The payment shall be made by the following formula with relevant charges as per above. The contractor shall also pay to his personnel by this formula. This formula takes care of all the paid weekly holidays, national holidays and other gazetted holidays.

Formula:- Monthly Wages payable to individual= 26 daysø minimum wages as per central govt notification.

MMTC LIMITED, SUB- REGIONAL OFFICE, BARBIL

(A Government of India Undertaking)

Tender No.MMTC BBL/Admn/CL/2016-17 Date: 07/04/2017

Section-III
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We propose to depute/deploy the following workmen for executing work specified in the contract as per the terms agreed by us.

SI No.	Category	General Shift	Night shift only	
1	Security Guard	NIL	1	
2	Sweeper/cleaner/Attendant	7	NIL	
3	Plumbing/Gardener/grass cutter(semi-skilled	2	NIL	

We also undertake that above is only indicative and additional staff for emergency shall be arranged as and when required upon the quantum of work within the quoted rates.

Signature of the Tenderer/ Agency/Firms.
With date and stamp