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CIN : U40109MP2001SGC014880

TRANSMISSION STORE ITARSI NEAR INDIAN OIL PETROL PUMP ITARSI M.P - **461111**

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## EXECUTIVE ENGINEER TRANSMISSION STORE MPPTCL ITARSI

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No.EE / Trans Store / 240

Itarsi, Dt...16.05.18

To,

M/s \_\_\_\_\_

\_\_\_\_\_

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**Sub: - Enquiry for providing services for data entry work, data processing work & typing work by deploying  
1 no. Computer Operator.**

Please offer your rates to award contract for providing services for data entry work, data processing work & typing work by deploying 1 no. Computer Operators in the O/o EE (Transmission Store MPPTCL ITARSI during office hrs for contractual period of up to 31-03-2019. with an extension for 02 terms each of 06 months with provision of variation in the wages in accordance with the minimum wages declared by labour commissioner ( Go MP ) Indore, time to time. The enquiry is due for opening on **06.06.2018** at 3.00 PM. Please note that the offer received after due date and time will not be considered. The offers should be submitted by the firms / agencies only, offer in the name of individual shall not be accepted. The other terms and conditions of enquiry are as follows: -

### Terms & Conditions:

1. The offer shall be submitted in a sealed envelope duly super scribed. **"Offer to award annual contract for providing services of one no. Computer Operator"**. The offer should reach in the O/o EE (Transmission Store MPPTCL ITARSI on or before **06.06.2018** up to 2.30 PM. The offers will be opened on the same day i.e. **06.06.2018** at 3.00 PM. In case date of opening of enquiry is declared as holiday, the enquiry will be received and opened on the following working day at the specified timings as mentioned above. The offer should be typed or written in ink only and it should be clear and visible. Offer completed with all relevant technical details should be submitted in the envelope. The details of enquiry viz. enquiry no. & date, due date etc, must be clearly mentioned on the top right hand side of envelope as well as on offer.
2. The manpower deployed by the agency /contractor should be well conversant with Unicode font of Hindi typing as well as in English Typing & must have good knowledge of computer basics and English Language. having graduation with diploma in computer education with govt recognized university . They must be well conversant with various type of programs / Software i.e. Word, Excel, Linux, Cobol and Internet etc. Behavior befitting to office decorum is expected to be observed throughout by him. He shall not be entitled for any benefit and shall not claim any priority in case direct vacancies are announced in future. The working shall be of 8.00 hours.

The personnel shall get half an hour specified break between the working hours on all working day. The weekly off on Sunday and all gazette holidays shall be allowed to him. However, as per necessity, they may be called for performing the official work on any holiday & weekly off. They should always carry a photo identity card issued by the contractor and signed by the department head where they are deputed.

### 3. **Submission of document:**

Copies of following documents are required to be submitted:-

- Income Tax return for last three years,
- PAN
- EPF No.
- Goods & Service Tax registration number

The above mentioned valid documents in the name of firm/ proprietor shall accompany the tender else, the tender may be reject.

### 4. **Rates:**

In "Price Schedule" Schedule-1, Part-A, the Labour Charges (Min. wages, EPF & ESIC on wages at prevailing rates) for various categories involved for complete scope of work for respective Transmission Store have been indicated. The Labour charges indicated in Part-A of Schedule-1 are based on Min. wages declared by Labour Commissioner Go MP as on Dtd.01.04.2018 for various categories. **The bidders are required to quote their rates for Service Charges only in the Part-B of "Price Schedule" Schedule-1.** The Service Charges shall include all the expenditures other than labour charges viz. ESIC under Workman compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Bima Suraksha Yojna etc. various incidentals, overheads, administrative and supervision charges/ expenses etc. involved in the execution of the work as per scope of the tender and also the profit of the contractor. The Service charges shall remain FIRM for complete contractual period irrespective of variation in Min. wages and / or rates of inflation. While, the Labour Charges shall vary in accordance with revision of minimum wages by Labour Commissioner from time to time. The total sum of Part-A (Basic Labour Charges, variable) and Part-B (Service Charges, fixed) of Schedule-1 shall be payable to the L-1 bidder after seeking award. For obtaining the payment of total labour cost indicated in Part-A of the price schedule, the successful bidder shall have to submit proofs/evidences regarding the payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the min. wages the order rates shall be revised accordingly.

### 5. **Taxes & Duties**

5.1 The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.

5.2 For obtaining the payment of total labour cost indicated in Part-A of the price schedule, the successful bidder shall have to submit proofs/evidences regarding the payment made by him for the items covered in the Part-A of price schedule (viz. payment of monthly minimum wages, EPF & ESIC wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the min. wages the order rates shall be revised accordingly.

In addition the contractor shall ensure his employees for additional ESIC under "Pradhan Mantri Jeevan Suraksha Yojna" & "Pradhan Mantri Jeevan Jyoti Yojna". The cost of which deemed to be included in the service charges offered by you. Apart from this, insurance under ESIC is also mandatory if applicable to the area.

**6. EMD Requirement :**

The Bidder shall deposit the Earnest Money amount @ `3000/- for providing computer operator. In the form of DD Payable in favour of REGIONAL ACCOUNT OFFICER M.P.P.T.C.L. BHOPAL .

**7. Security Deposit:**

The Agency who secures the order will have to deposit security deposit. The amount of the EMD shall be converted in to security deposit and retained for entire contractual period for faithful performance of terms & conditions of the order and satisfactory completion of the contract and if, their is no claim for recovery against bidder.

**8. Submission of documents with bills by the contractor and Payment Term:**

It is mandatory on the part of contractor to furnish the following documents to the Executive Engineer who will verify pass the monthly bills on that basis and send to the RAO for releasing the payment. The payment shall be made within 30 days after submission of bill alongwith following documents.

- List of employee (giving name and qualification) engaged by the contractor.
- A copy of ESIC policy covering all shall be submitted along-with the first bill.
- Details of payment made to the employee's bank account engaged by the contractor, on monthly basis.
- Documentary evidence of remittance of employees' and self EPF contribution to EPF Authority on monthly basis.

Further bills for subsequent months/quarter shall be admitted after compliance of above.

**9. Payment to the contractor:-**

Payment to the contractor shall be made on monthly basis normally within 30 (Thirty) days or in turns as per queue whichever is later after satisfactory completion of work in each month and on submission of bill in triplicate to the O/o EE (Transmission Store MPPTCL ITARSI ) .The TDS as per applicable rates shall be deducted from the Agency's monthly bill. However, no interest will be paid by the company on account of delayed payment.

**10. Implementation of employee's provident fund & miscellaneous provision act 1952.**

The provisions on Employees Provident Fund & Miscellaneous Provisions Act- 1952 are applicable in respect of employees engaged by the contractor. The following instructions are to be followed for statutory compliance of proper implementation of the EPF Act :-

Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee provident fund" and Misc. provision Act.1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.

The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the Engineer-in-charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis through Cheque/DD in the presence of authorized representative of the principal employer or by NEFT to worker's bank account only till first week of next month for preceding month positively, failing which the

same shall be taken for evaluation of performance. Necessary evidence of payment shall be submitted by the contractor along with bill. Cash payment is not permitted. In case of default, action as per Law may be taken against the contractor

## 11. **Penalty**

In case of non execution of work/absence/leave or unsatisfactory performance of any personnel, alternate arrangement for suitable replacement will be made by the agency/contractor failing which deduction/penalty shall be levied as per following rates: -

- For non availability of operator for up to 2 days- 1.25 times x pro-rata per day.
- More than 2 days up to 7 days -1.5 times x pro-rata per day
- Above 7 (Seven) days- 2 times x pro-rata per day.

**12. AWARD OF CONTRACT, IF L-1 BIDDERS ARE MORE THAN ONE** – If it is found that there are more than one L-1 bidder for one or more than one work/substation, then selection of bidder shall be made as per the following methodology in sequential way:

Option (i) Taking discount percentage from all L-1 bidders in sealed envelopes. However, the final percentage arrived after discount shall in no case be less than the minimum percentage specified in the tender.

Option (ii) If no result is found in adopting Option (i), then by allotment on the basis of mutual consent.

Option (iii) If no result is found in adopting Option (i) and (ii), then by following Lottery System ensuring equitable distribution of the work. (The bidder selected once in the lottery system or otherwise shall not be given the opportunity for securing more works till all other L-1 bidders are given atleast one work. Further, if number of works are more than the no. of bidders in tie, 2<sup>nd</sup> chance & so on will be given to them only after allotting one work to each bidder).

Option (iv) Any other alternate depending upon the circumstance.

The decision in this regard will be taken by MPPTCL as per circumstances encountered at the time of finalization of various tenders.

**Rules and Regulations :** All relevant Labour Laws and Regulations i.e. payment of Minimum wages, valid EPF, ESIC, Goods and Service Tax etc. shall be strictly followed by the Agency/contractor. In case of violation of law the contract may be terminated and disciplinary and legal action will be initiated which may include forfeiture of security deposit.

## 13. **Contractual Period :**

The contract shall be effective for a period of 12 months, with an extension for 02 terms each of 06 months. If considered necessary, we may place extension order on the basis of satisfactory performance of the contract, on mutual agreement basis , on the same, terms & conditions.

14. On occurrence of an accident during work period, which results in serious injury or in death of any workman employed by the agency/contractor, the agency/contractor shall within 24 hours of happening of such accident intimate, in writing to the order issuing authority of the company. The Agency shall indemnify the company against all losses or damages sustained or likely to be sustained by the company, resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the company, as a consequence of the failure to give notice under workman compensation act or any other relevant act applicable/in-force or otherwise to conform to the provision of the said act in such accident.

15. The Agency shall be responsible for settling all claims and make good for the damage or loss. Agency/contractor shall provide the ESIC for the personnel employed by him as required under workman compensation act. The agency will be fully responsible for workman engaged if injured or met with any type of accident during course of contract period or extended period. In this connection all claims raised by affected person due to any minor/major accident shall be fully paid by the agency. The company should not accept any liability on this behalf.

16. All costs, damages, expenses which the company have paid or might have to pay under the contract, may be deducted by the company from the any money due or becoming due to him under the contract or may be recovered by action at the law or otherwise from the agency/contractor .
17. No idling charges will be payable by the company for any reason whatsoever to the Agency for stoppage of work.
18. In the event of the non-compliance of the terms and conditions or due to any other reasons, company shall have the right to cancel the contract at any time during its currency by giving one-week notice and the agency/contractor shall have no claim on this account whatsoever. Under such a situation payments only to the executed portion of the contract shall be released on pro-rata basis.
19. **Abandonment of Contract:**  
Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. Such act shall be treated as endangering the security of M.P. Power Supply System and shall be dealt with in accordance with appropriate laws. If, for whatsoever reasons, contractor wishes to discontinue the work given to him, he must give a 30 (thirty) days notice to the Engineer-in-charge conveying his intention. Engineer-in-charge within 21 (twenty one) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. The contractor only after receipt of acceptance of notice shall discontinue the service in Transmission Store from the date of expiry of notice period. In such case action as per tender clause no.18, shall be taken.
20. **Termination of Contract:**  
In the event of breach of any of the terms of the order by the contractor, the MPPTCL reserves the right to:-
- Cancel the contract without any liability on MPPTCL's side by giving 10 days notice to the contractor.
  - Forfeit the security deposit.
  - Penalty equal to one month charge shall be recovered.
  - MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
  - In the event of termination contract on the basis of un- satisfactory performance or any other reason, firm may also be debarred for appropriate period from the future business in the MPPTCL. The termination of the contract may precede or follow the debarment of the firm. However in interest of MPPTCL if the work is required to be continued, contract may not be terminated.
21. **Arbitration/Jurisdiction:**  
All the suit proceedings relating to any dispute or claim arising out of or in the course of performance of the contract shall be filed only in the competent court at Hoshangabad.
22. **Agreement:**  
A formal agreement on non- judicial stamp paper worth **Rs. 500/- with revenue stamp worth Rs. 1/- affixed on stamp paper** shall be entered in between the Agency and the company within 10 days from the date of order for the due performance and observation of terms and conditions of the contract.
23. The requirement of personnel is purely on temporary basis and may cease to exist any time, for which due notice shall be given to contractor.
24. **Deductions from contract price:**  
All costs, damages or expenses which the Company may have paid for which under the contract the contractor is liable may be deducted by the Company from any money due or becoming due by him to the contractor under the contract or may be recovered by action at law or otherwise from the contractor as an arrear of land revenue

**Executive Engineer (Transmission Store MPPTCL Itarsi )**

**COPY TO : 1) The Addl C.E E.H.T (Const) Circle MPPTCL Bhopal.**

**2) The Web Master O/O The C.E (Planning & Design ) MPPTCL – Jabalpur.**

**Executive Engineer (Transmission Store MPPTCL Itarsi )**

**Schedule-I**

**SCHEDULE OF RATE**

Labour Cost Payable Based On Minimum Wages w. e. f. 01.04.2018 (variable)

S/N	Name of activity	Particulars	Monthly Rate (in `)
1	Computer Operator	Monthly Labour Charges for providing Computer Cum Data Entry operator for 1 person	11271.00
<b>Total (A)</b>			

Note:- The above charges are including EPF & ESIC charges at applicable rates (present rate EPF-13.36% & ESIC-4.75%) & shall be payable against documentary evidence.

(B) Service Charges Per Month (FIRM For The Contractual Period of 12 months ) to be quoted by the Bidder over and above the labour cost (A) payable

S/N	Particulars	Monthly Rate (in Rs )
1	<b>Service Charges (to be quoted by the bidder as per tender enquiry clause No.4)</b>	.....
<b>Total Amount of Service Charges per month (in words) ` .....</b>		

( Note : It should not be less than 3% of the amount mentioned in column 3 otherwise bid will be rejected . Further same can be quoted upto one decimal place only )

Above rate are Inclusive / Exclusive of G.S.T. Bidders have to clearly indicate .

Total of Part – A and Part – B

Note:- Please note that percentage quoted in second digit of decimal will not be taken into consideration .Accordingly , if one bidder quotes say 3.11 % and another 3.19% then both the bidders would be considered as quoted 3.1% and shall be treated at par .

Signature of the Tenderer:  
Name :

**SCOPE OF WORK:-**

- (I) All computers, associated peripherals and software shall be provided by the company.
- (II) The computer work is to be carried out in the office of EE (Transmission Store MPPTCL ITARSI )
- (III) Data entry will be done in the MS Word / Excel format as desired.
- (IV) The person deployed as computer operator should have graduation with diploma in computer education with govt recognized university .
- (V) Following work will have to be performed by the computer operator.
  - (i) Information received through e-mail from field offices shall have to be down loaded and compiled.
  - (ii) Hindi / English typing letters and U.O. Note and printing etc.
  - (iii) Other work as entrusted time to time.

Computer Operator must be well conversant with English & Hindi Typing in Unicode font & have a good working knowledge of computer basics and English language. He must be capable of working in the software's like MS-Office etc.

**Executive Engineer  
(Transmission Store MPPTCL Itarsi )**

**Details of agency / contractor & Questionnaire**

**Sr. No. Description**

1. Name /Address of agency/contractor  
With PIN :
2. Type of Agency/contractor  
(Prop./Partnership / Pvt.Ltd / Ltd.,etc) :
3. Name/Designation/Address of  
the contact person & e-mail with mobile. :
4. Whether the agency/contractor and staff  
staff (going to provide on contract) are  
registered under the EPF and ESIC Act?  
(Please indicate code numbers) along with  
Service tax registration. :
5. Please confirm that the quoted service  
charges are as per clause 4 of tender  
enquiry specification. (Please note that  
price variation in quoted service charges  
shall not be applicable during contractual  
period & on account of addition/alteration  
of equipments & bays).However variation  
in "Basic Labour cost" shall be payable as  
per the clause mentioned above, on variation  
of minimum wages:
6. Whether the terms and conditions  
as contained in Annex-I are acceptable  
to the agency/contractor. :
7. The agency/contractor have to submit  
the acceptance letter to pay the  
minimum wages to the engaged  
personnel as per law and charges fixed  
as per statutory provision be ensured for  
the personnel so engaged by the  
agency/contractor. :

Encl : As above.

Dated Signature of Authorized Person

Name :

Designation:



Seal (Rubber stamp)