



MADHYA PRADESH POWER TRANSMISSION COMPANY LTD

Registered Office: "Shakti Bhawan", Rampur, **JABALPUR – 482008.**

Corporate Identity Number (CIN) : U40109MP2001SGC014880

Telephone No. : (0761) 2661234 Fax No. : (0761) 2664141

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No.04-01/CRA/ENQ/F-16/2408

Jabalpur, Dated. 28-05-2018

To,

M/s -----

Sub: - Enquiry for providing services of 1 No. Computer Operator for data entry work, data processing, ERP related entries, Hindi and English typing work.

Please offer your rates to award contract for providing services for data entry work, data processing, ERP related entries, Hindi and English typing work by deploying 1 no. Computer Operator in the O/o ED(CRA) MPPTCL, Jabalpur during office hours. The offers should be submitted by the firms / agencies only, offer in the name of individual shall not be accepted. The document can be downloaded from the web site of MPPTCL. The other terms and conditions of enquiry are as follows:

Terms & Conditions :

1. SUBMISSION OF OFFER: The offer shall be submitted in a sealed envelope duly super scribed. **"Offer to award contract for providing services of One no. Computer Operator"**. The offer should be submitted in the O/o ED(CRA), MPPTCL, Block No. 03, Shakti Bhawan, Jabalpur on or before **18.06.2018** up to **3.00 PM** & will be opened on the same day i.e. **18.06.2018** at **3.30 PM**. The envelope containing offered price (Schedule-I) shall be opened separately after evaluation of documents for which intimation to successful contractors shall be given separately. In case, date of opening of enquiry is declared as holiday, the enquiry will be received and opened on the next working day at the specified timings as mentioned above.

1.01 Sealing and Marking of Bids

- a) The bid shall be submitted in sealed envelope containing three separate inner envelope duly sealed and marked "Earnest Money", "Qualifying & Techno-Commercial requirement" as indicated in clause No:3, Annexure-I and Annexure-II and "Price Schedule".
- b) The first envelope marked with "Earnest Money" should contain the Banker's Cheque / Demand Draft, payable to RAO, MPPTCL, Jabalpur.
- c) The Second envelope marked with "Qualifying & Techno-Commercial requirement" should contain Documentary evidence of details required as mentioned in Annexure-II to be kept in this envelope duly filled-in. The

copies of PAN, EPF, GST registration, IT returns for 2014-15, 2015-16 and 2016-17, order copies and performance certification for last two years i.e. 2015-16 & 2016-17 and orders under execution in 2017-18 must be kept in the envelope. The copy of Degree / Diploma of the employee proposed to be deployed be also kept in the envelope.

- d) The third envelope marked with "Price Schedule" should contain the details of price in accordance with Schedule-I PART (A) & PART (B).
The details of monthly basic rates Part (A) has been indicated in Annexure-III.
- e) All the envelopes shall be addressed as under:-
**Executive Director(CRA),
Block No.3, IIIrd Floor, Shakti Bhawan,
Madhya Pradesh Power Transmission Company Ltd.,
Rampur, JABALPUR - 482 008 (MP).**
- f) The outer main envelope containing the above envelopes shall bear the following identification"
"Enquiry No: -----dated----- due on _____(due date of opening)
for _____(name of work)".
The words "DO NOT OPEN BEFORE" _____(date of offer opening)
should also appear on it.
- g) The outer and inner envelopes shall also indicate the name and full mailing address of the Service provider to enable the offer to be returned unopened in case it is declared "Late" or otherwise not acceptable.
- h) If the outer envelope is not sealed and not marked as indicated above, the MPPTCL will assume no responsibility for the offer misplacement or premature opening.
- i) Each question of the questionnaire (Annexure –II) should be answered in full. These conditions are very essential otherwise the offer is liable to be rejected.
- j) When Bids are delivered by special messenger, they should be deposited in the tender box kept in the office of the ED(CRA), MPPTCL, Jabalpur upto 03:00 pm on date **18.06.2018**. Nobody is authorized to receive or grant receipt for offer delivered by hand.
- k) Offer submitted by FAX / e-mail shall not be accepted.

1.02 Deadline for submission of Offer :

Offer must be received by MPPTCL at the address specified under para 1.01 (e) above, no later than the time and date mentioned in the enquiry. In the event of specified date for submission of offer being declared a holiday for MPPTCL, the bids will be received up to the appointed time on the next working day.

1.03 Late submission of Offer :

Any offer received by MPPTCL after the dead line for submission prescribed by the MPPTCL will be rejected and shall be returned unopened to the contractor.

2. The manpower deployed by the agency/contractor should be Technical Degree / Diploma holder and well conversant with Hindi & English Typing & must have good knowledge of computer basics and English Language. They must be well conversant with various type of programs / Software i.e. Word, Excel, Linux, Cobol, ORACLE, SAP 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, he may be called for performing the official work on any holiday & weekly off. He should always carry a photo identity card issued by the contractor and signed by the department head where he is working.

3. Submission of document:

Copies of following documents along with Income Tax return for last three years - 2014-15, 2015-16, 2016-17 are required to be submitted.

- I. PAN
- II. EPF No.
- III. GST registration number
- IV. Order copies and performance certificates for the last two years i.e. FY 2015-16, 2016-17 and orders under execution for FY 2017-18.

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

4. Rates :

In "Price Schedule" Schedule-I, Part-A, the Monthly Labour Cost (Min. wages, EPF & ESIC on wages at prevailing rates) for complete scope of work have been indicated. The Labour cost indicated in Part-A of Schedule-I are based on Minimum wages declared by Labour Commissioner, GoMP and applicable w.e.f. 01.04.2018 for Highly Skilled (mPp dq" Ay) category. The contractors are required to quote their rates for Service Charges in percentage (%) in Part-B of "Price Schedule-I". The Service Charges shall include all the expenditures other than labour cost indicated in Part-A of Schedule-I i.e. insurance towards 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 Labour cost indicated in Part-A of Schedule-I shall vary in accordance with revision of minimum wages by Labour Commissioner, Govt. of MP, Indore from time to time. The amount of service charges in Part 'B' of schedule-I shall also vary on variation of Monthly Labour Cost in Part-A Schedule-I but the quoted percentage shall remain fixed throughout the tenure of the contract. The total

sum of Part-A (Monthly Labour Cost) and Part-B (Service Charges) of Schedule-I 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 contractor 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) otherwise the same shall be deducted from Contractor's bill at the indicated percentages shown in Part-A of Schedule-I from the basic labour cost approved by the Labour Commissioner, Govt. of MP, Indore. The compliance of ESIC rule is mandatory. After revision of the minimum wages, by the Labour Commissioner, Govt. of M.P., Indore, the labour cost in part A of schedule-I shall be revised, accordingly. The amount of service charge (Part B of Schedule-I) shall also vary on variation in labour cost in Part 'A' but the quoted percentage shall remain fixed throughout the tenure of contract.

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 The payment/deduction of various taxes duties shall be made as per prevailing rules and statutory requirement of this contract as given hereunder:
 - a. Every employee shall have to be enrolled for the membership of Employees Provident Fund (EPF) in accordance to the provision of "Employee Provident Fund and Misc. provision Act 1952" with all amendments as may be enacted by the EPF Commissioner from time to time. The contractor shall be responsible for deduction towards EPF contribution from workers and remittance to EPF authorities together with employer's contribution i.e. contribution of contractor.
 - b. As per the provision of GST Act, GST @ 18 % shall be applicable as per prevailing rules with effect from 01.07.2017.
 - c. The payment of GST shall be governed as per the Act and relevant rules made there under by the Govt. of India.
 - d. 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). Compliance of ESIC rule is mandatory.
 - e. In addition, the contractor shall ensure that his employees are ensured under "Pradhan Mantri Bima 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.

6. EMD Requirement :

- 6.01 The enquiry documents can be obtained from the office of the undersigned during office hours. The enquiry document can also be downloaded from MPPTCL web site www.mpptcl.co.in.
- 6.02 The Bidder shall deposit the Earnest Money amount @ `3,600/- (Rs. Three Thousand Six Hundred only) in the form of Bank Draft / Banker Cheque in favour of Regional Account Officer, MPPTCL, Jabalpur for providing computer operator.

The DD/Banker cheque shall be submitted in sealed envelope superscribing Earnest Money against enquiry No: Dated

7. Security Deposit:

The Agency who secures the order will have to deposit 10% security deposit of the order value. The 2% 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. The balance 8% security deposit shall be deducted from each running bills.

8. EVALUATION:

8.1 The evaluation of lowest bidder will be done on the basis of the total sum of Part-A and Part-B of Schedule-I.

In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule I), the MPPTCL reserves the right to correct it in following manner:

- (a) If any error is committed in the total amount due to calculation in any of the individual item, consequently causing the error in Subtotals/Grand total, the error at it's origin will be corrected first and then Sub Total & Grand Total will be corrected accordingly to the end in that order. The rates quoted by the bidders will not be changed in any case.
- (b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to [8(a)] above.
- (c) The correction made above will be binding on the bidders and deemed to be accepted by him.
- (d) In case of any ambiguity in the quoted rates, MPPTCL may interpret it to its benefit. MPPTCL, also reserves its right to correct as given above or to reject such ambiguous/absurd offers without giving any reasons whatsoever.

In case it is found that there are more than one L-1 bidder in that situation, the decision of the undersigned shall be final. The undersigned reserves the right to take appropriate decision in the interest of MPPTCL.

8.2 Apart from the price quoted and compliance to terms and conditions of the enquiry, MPPTCL will also take into account such factors as performance against earlier contracts in terms of quality of services provided and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.

8.3 The final decision in this regard will be taken by MPPTCL as per circumstances encountered at the time of finalization of enquiry which will be binding on all bidders. The undersigned reserves the right to accept / reject any offer without assigning any reason thereof.

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

The contractor will claim 100% payment on monthly basis for providing services of computer operator including applicable GST.

It is mandatory on the part of contractor to furnish the following documents to O/o ED(CRA), who will verify and 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 employees (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 staff engaged by the contractor, on monthly basis.
- Documentary evidence of statutory remittance of employees and self EPF contribution to EPF Authority on monthly basis.

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

10. Payment to the contractor:-

Payment to the contractor shall be made on monthly basis normally within 30 (Thirty) days or in turn 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 ED(CRA), MPPTCL, Jabalpur. 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.

11. Implementation of Employee's Provident Fund & Miscellaneous Provision Act 1952.

The provisions of 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 to 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 EPF contribution from workers and remittance to EPF authorities 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 staff 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.

12. 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 of payment per day.
- More than 2 days up to 7 days - 1.5 times of payment per day.
- Above 7 (Seven days) - 2 times of payment per day.

The per pay payment will be the total monthly payment together with Part A&B of Schedule – I divided by 30.

13. Rules and Regulations:

All relevant Labour Laws and Regulations i.e. payment of Minimum wages, valid EPF, ESIC 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.

14. Contractual Period:

The initial period of Ist contract shall be effective upto 31.03.2019. If the performance of the contractor is found satisfactory then on receipt of administrative approval and consent of the contractor, extension orders may be

awarded further for one year. The Contract agency however shall not have any claim for continuance of contract beyond 31.03.2019.

15. Insurance :

- 15.1 The bidder shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employee from any of IRDA approved General Insurance companies against, all liabilities under the workman compensation act in case of death or bodily injury, payable to any worker and damage to property of the third persons. In addition, the contractor shall insure his employee for additional Insurance **under Pradhan Mantri Jeevan Jyoti Yojana & Pradhan Mantri Bima Suraksha Yojana** Apart from this, insurance under ESIC is also mandatory.
- 15.2 During the continuance of contract and extended period of contract, if any, the bidder shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the company the receipt of such payment within seven days after the same shall have become due.
- 15.3 You shall be responsible for preferring all such claims and make good for the damages or losses. You shall provide the insurance for the personnel employed by you as required under workman compensation act. You shall take reasonable and timely precautions against accidents / injuries thereto. In this connection all claims raised by affected person due to any minor/major accident shall be fully paid by the service providing agency. The company (MPPTCL) shall not accept any liability on this behalf.

16. Accident:

The MPPTCL shall not be responsible for payment of any claim arising out of death of workman or injuries to him sustained due to accident or so. The sole responsibility for settlement and payment of claims shall rest on the contract agency.

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. 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 services of computer operator from the date of expiry of notice period.

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 :-

- a. Cancel the contract without any liability on MPPTCL's side by giving 10 days notice to the contractor.
- b. Forfeit the security deposit.
- c. Penalty equal to one month charge shall be recovered.
- d. MPPTCL will reserve the right to complete the balance unexecuted portion of the contract through some other agency at the risk and cost of the contractor.
- e. In the event of termination of 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.

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 Jabalpur.

22. Agreement:

A formal agreement on non- judicial stamp paper (value as per Govt. rule) shall be entered into between the Agency and the MPPTCL 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 are the liabilities of the Contractor may be deducted by the MPPTCL from any amount due or becoming due under the contract or may be recovered by action of law or otherwise from the contractor, as an arrear of land revenue.

- Encl.: (i). Schedule – I
(ii). Annexure – I
(iii). Annexure – II
(iv). Annexure – III.

**Executive Director(CRA)
MP Power Transmission Co. Ltd.
JABALPUR**

Schedule - I

SCHEDULE OF RATE

PART (A) Monthly Labour Cost Payable Based On Minimum Wages w.e.f. 01.04.2018 (As per Labour Commissioner, Govt. of MP, Indore letter No: 10976 - 11138 dated 28.03.2018.

S. No:	Name of activity	Particulars	Monthly Labour Cost (in `)
1	2	3	4
1	Computer Operator	Monthly Labour Cost for providing 1 no. Computer Operator	12,804.00
Total (A)			12,804.00

Note:- The above charges are including EPF & ESIC charges at applicable rates (present rate EPF - 13.15% & ESIC - 4.75%) & shall be payable against documentary evidence.

PART (B) Monthly Service Charges to be quoted by the bidder:

S. No:	Particulars	Total Monthly Amount of Part (A) (in `)	Fixed Percentage of amount indicated in col. No: 3 in one digit of decimal	Amount (in `) (Col. No: 3x 4)
1	2	3	4	5
1	Monthly Service Charges for Providing 1 no. Computer Operator			
(In words) `				

- Note:- (i). The percentage in Column 4 of Part 'B' above shall remain firm throughout the tenure of contract. However, the amount in column 5 shall vary on variation in Labour Cost in Part 'A' above.
(ii). GST shall be payable extra on amount of PART(A) & PART(B).
(iii). The minimum service charge to be quoted by the bidder shall not be less than 3% of the Labour Cost as prescribed in Part 'A'. Further, the percentage to be quoted by the bidder should be up to one decimal digit only. Any other digit will not be considered.

Total amount Part(A) `+ Part(B) `
= `

In words `

Date:

Signature of the Tenderer:
Name:

Place:

Seal of firm/agency:

ANNEXURE-I

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 ED(CRA), MPPTCL, Block no.3, Shakti Bhawan, Jabalpur.
- III Data entry will be done in the MS Word/ Excel format as desired.
- IV Following work will have to be performed by the computer operator.
 - (i) Information received through e-mail from various offices shall have to be down loaded and compiled.
 - (ii) ERP related entries.
 - (iii) Typing Letters / UO Notes in Hindi / English and printing etc.
 - (iv) Other work as entrusted from time to time.

Computer Operator must be having Technical Degree / Diploma and well conversant with English & Hindi Typing & have a good working knowledge of computer basics and English language. He must be capable of working in the software's like MS-Office, ORACLE / SAP etc.

ANNEXURE – II

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
(going to provide on contract) are
registered under the EPF and ESIC Act?
(Please indicate code numbers) alongwith
GST registration. | : |
| 5. | Please confirm that you have submitted
required documents as per clause No: 3 | : |
| 6. | Please confirm that the quoted Service
Charges are as per clause 4 of tender
enquiry specification. | : |
| 7. | Whether the terms and conditions
as contained in Annex-I are acceptable
to the agency/contractor. | : |
| 8. | 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. The contractor shall
not pay to his employee deployed on job
less than minimum wages, approved by
the Labour Commissioner, Govt. of MP,
Indore, from time to time. | : |
| 9. | Are you agree to deploy computer operator
as per the required qualification of MPPTCL or
otherwise of your price offer will not be opened
and treated as non-responsive. Please attach
copy of Technical Degree/ Diploma of the
employee proposed to be deployed. | : |

Encl : As above.

Dated Signature of Authorized
Person
Name :
Designation:
Seal (Rubber stamp)

ANNEXURE-III

Monthly Basic Labour Cost Payable Based On Minimum Wages w.e.f. 01.04.2018, as per labour commissioner, Govt. of MP, Indore letter No: 10976 - 11138 dated 28.03.2018.

S. No:	Name of activity	Monthly Basic rate in ` (@ Rs. 362/- per day)	Particulars	Quantity	Monthly Rate (in `)
1	2	3	4	5	6
1	Computer Operator	10860.00	Monthly Labour Cost for providing 1 no. Computer Operator	1 No.	10860.00
2	EPF contribution 13.15%				1428.00
3	Labour Insurance (ESIC contribution) @4.75%				516.00
			Total in `		12804.00