



**MMTC LIMITED**  
**CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,**  
**LODI ROAD NEW DELHI-110003**

**E- Tender Notice**

No. MMTC/P/P&O/2017-18/01

Dated 1<sup>st</sup> June '2017

**HIRING OF COMPANY/FIRM/AGENCY FOR PROVIDING MANPOWER ON OUTSOURCED BASIS**

Online bids are hereby invited under two –Bid System i.e. **Technical Bid and Financial Bid** from reputed, experienced and financial sound Companies/Firms/Agencies for providing manpower services on outsource basis to this company.

The bid will be accepted through e-tender only and intending bidders must be registered with MMTC e-Procurement portal i.e. <https://mmtc.eproc.in>.

The tender document contains the following:

- Annexure-I --“Instruction for Online Bid Submission”
- Annexure-II --“ General instruction and Scope of work for bidders.”
- Annexure-III --“Proforma for Technical Bid”
- Annexure-IV --“Proforma for Financial Bid”

Important Dates for the activities of the bidders:

Start date and time for view/downloading the tender document	2 <sup>nd</sup> June, 2017 at 1500 hrs
Start date and time for submission of bid	2 <sup>nd</sup> June, 2017 at 1500 hrs
Last date and time for downloading tender document	23 <sup>rd</sup> June, 2017 at 1500 hrs
Date & time for opening of Technical Bid	26 <sup>th</sup> June, 2017 at 1600 hrs
Date & time for opening of Price Bid	Will be intimated later

In case, any holiday is declared by the Government on the day of opening, the tender will be opened on the next working day at the same time. MMTC reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Yours faithfully,

(VSN Rao)  
Addl. General Manager (P)



## **E- TENDER NOTICE**

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### **TENDER NOTICE FOR HIRING OF COMPANY/FIRM/AGENCY FOR PROVIDING MANPOWER ON OUTSOURCED BASIS**

BIDS SHOULD BE FORWARDED

ADDL. GENERAL MANAGER (P),  
MMTC LIMITED  
CORE-1, SCOPE COMPLEX  
7 INSTITUTIONAL AREA LODI ROAD,  
NEW DELHI 110003.



**MMTC LIMITED  
CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,  
LODI ROAD NEW DELHI-110003**

**E-TENDER INVITATION**

**No. MMTC/P/P&O/2017-18/01**

**1<sup>st</sup> June '2017**

**SUB: TENDER NOTICE FOR HIRING OF COMPANY / FIRM / AGENCY FOR  
PROVIDING MANPOWER ON OUTSOURCED BASIS –Reg.**

MMTC Ltd., a Miniratna CPSE, is one of the largest trading companies in the country and the first Public Sector Enterprise to have been accorded the status of 'Premier Trading House' by the Govt. of India. Over the years, MMTC has grown into a reputed global business leader with trade operations spread across diverse sectors like agro, power, fertilizers, coal and hydrocarbons, steel, precious metals, engineering goods, etc., besides minerals and metals. With a network of regional offices spread across the country, with a wholly owned subsidiary in Singapore, and a number of joint ventures in areas such as steel production, bullion refining & minting, retailing, commodity hedging, mining, trade & infrastructure development, etc., the Company has established its presence both in India and abroad. MMTC believes in achieving organizational excellence through competent human resources and 'people centric' practices.

MMTC invites e-bids from REPUTED Companies/Firms/Agencies which are financially sound and having experience for providing **Technical Manpower Services on outsource basis** to this Company.

**Annexure-I**

**I. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. To be submitted online on MMTC's e-procurement portal (<https://mmtc.eproc.in>) against the respective tender along with scanned copy of duly signed offer on letterhead.
2. The bidder should have legally valid Class III Digital Signature Certificate from the licensed certifying authorities operating under the Root Certifying Authorities of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
5. The internet browser used should be internet explorer version 10.0 and above. The operating system should be Microsoft Windows 7.

6. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
7. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Contact Nos. +91-124-4302000 for helpdesk officers</b>		
<b>Dedicated helpdesk for MMTC</b>		
<b>Name</b>	<b>Email</b>	<b>Phone numbers</b>
<b>Pankaj Kumar</b>	<b>Pankaj.verma@clindia.com</b>	<b>+91-9910433177</b>

## **II. SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders should upload their financial bids in PDF format in the proforma given at Annexure-IV. Bids for providing manpower services on outsource basis are to be made in the proforma given at Annexure -IV.
4. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The uploaded tender document becomes readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.

## Annexure-II

### **A. GENERAL INSTRUCTION AND SCOPE OF WORK FOR BIDDERS**

1. The tender document should be downloaded from MMTC's website ([www.mmtclimited.com](http://www.mmtclimited.com)), CPP portal (<http://eprocure.gov.in>) of Government of India and MMTC e-Procurement portal (<https://mmtc.eproc.in>) .
2. The e-tender is invited under two bid system i.e. **Technical Bid and Financial Bid (Annexure III&IV)**. The interested firms are advised to submit their bid "on-line" by visiting the MMTC e-Procurement portal <https://mmtc.eproc.in> .The bids will be accepted as e-tender only i.e the tenderers will submit their bids on the e-Procurement Portal, in an encrypted format. Possession of valid Digital Signature Certificate (DSC), valid e-mail address and registration of the firm on MMTC e-Procurement portal <https://mmtc.eproc.in> are pre-requisite for e-tendering.
3. The firms are required to upload copies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/outrightly rejected and will not be further considered:
  - a. Scanned copy of PAN/GIR Card
  - b. Scanned copy of registration of ESIC
  - c. Scanned copy of registration of EPFO
  - d. Scanned copy of registration of Labour Laws
  - e. Scanned copy of IT return filed for the last 3 financial years.
  - f. Scanned copy of Service Tax registration certificate
  - g. Scanned copy of certificate of incorporation of the firm/partnership deed
  - h. Scanned copy of work experience of similar work during the last 3 years requisite proof thereof)
  - i. Scanned copy of annual turnover certificate for the last three years, duly authenticated/ duly signed by the Chartered Accountant of the firm.
4. Conditional bids shall not be considered and will be rejected out-rightly at the very first instance.
5. The bidder shall quote the technical and financial bids only as per the formats enclosed at Annexure-III and IV.
6. Bidders should upload their financial bids in PDF format in the proforma given at Annexure-IV.

### **B. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANIES/ FIRMS/ AGENCIES**

The tendering forms should fulfill the following technical specifications:

- a. The Registered Office or one of the Branch Office's of the Firm should be located either in Delhi or New Delhi;

- b. It should be registered with the appropriate registration authority;
- c. It should have at least 3 years experience in providing supply of manpower services on outsource basis to Public Sector Companies/Banks or Government Department, etc.
- d. It should have its own Bank Account;
- e. It should be registered with Income Tax and Service Tax authorities of the Government;
- f. Annual turnover of more than Rs. 5 crores for preceding each of three years.
- g. Scanned copy of registration of ESIC
- h. Scanned copy of registration of EPFO
- i. Scanned copy of registration of Labour Laws

**C. GENERAL TERMS & CONDITIONS**

1. The initial period of contract is one year; extendable upto two years, on year to year basis, on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent Authority.
2. The manpower will have to be supplied by the agency within 15 days from the date of award of contract and from the date of demand by an authorized representative of MMTC Limited as per the detailed Terms and conditions mentioned below.
3. Only those bidders who fulfill the following criteria need to submit their bids:
  - (a) The firms should be registered with the Government authorities such as ESI, EPF, Service Tax, Labour and Income Tax authorities concerned and a copy of each of the registrations shall be attached with the bid.
  - (b) The firm should not have been blacklisted by any Ministry/Company of the Government of India or State Government/Local Government Bodies/PSUs. The tendering firms/bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
  - (c) The organization must undertake to pay wages to the workers engaged as per the rates fixed by this MMTC and all statutory requirements w.r.t. ESI, EPF, Factories Act, ID Act, Contract labor (Regulation and Abolition ) Act. etc., would be compiled with reference to those workers.

**D. SCOPE OF WORK**

Workforce proposed to be engaged should have the following desirables:

1)	<b>Type of outsourced person</b>	<b>Programmer Social Media Analytic Support Level -2</b>
	<b>No of persons required</b>	<b>1 (One)</b>
	<b>Essential Qualifications</b>	Bachelor's Degree in Public Relations, marketing, social media management or business communication
	<b>Scope of work</b>	As desired in experience and as assigned by the

		Division from time to time.
	<b>Experience</b>	<b>Experience (minimum 3 years)</b> Listen, Set Google Alerts, Create (Informative Posts, Inspiring Stories And News Updates, Present, Broadcast, Measure – Vanity Metrics, Engagement, Audience Analytics, Content Analytics, Adapt, Generation of graphical informative posts, content generation, creation of a bank of info-graphic Units, to make the Facebook Twitter handle of MMTC to get the maximum visibility, Create interlinking between social media platforms of MMTC and to arrange for interfacing the same with the MMTC 's Websites.
II)	<b>Type of outsourced person</b>	<b>Programmer Social Media Analytic Support Level -1</b>
	<b>No of persons required</b>	<b>1 (One)</b>
	<b>Essential Qualifications</b>	Bachelor's Degree in Public Relations, Marketing, Social Media Management or Business Communication
	<b>Scope of work</b>	As desired in experience and as assigned by the Division from time to time.
	<b>Experience</b>	Working knowledge of MS Windows (all applications) Listen, Set Google Alerts, Create (Informative Posts, Inspiring Stories And News Updates, Present, Broadcast, Measure – Vanity Metrics, Engagement, Audience Analytics, Content Analytics, Adapt, Generation of graphical informative posts, content generation, creation of a bank of info-graphic Units, to make the Facebook Twitter handle of MMTC to get the maximum visibility, Create interlinking between social media platforms of MMTC and to arrange for interfacing the same with MMTC's Websites and any other work assigned by the concerned division.

**E. SPECIAL TERMS AND CONDITIONS**

- a. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in the tender.
- b. The persons engaged by the Agency should not have any adverse police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to MMTC. The service provider will also ensure that the personnel deployed are medically fit. The Service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from MMTC and shall immediately replace another employee in place of the one withdrawn.

- c. The service provider's personnel shall not claim any benefit/compensation/regularization or services from MMTC under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Company.
- d. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, Administrative/ organization matters as all are confidential/secret in nature.
- e. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Company. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- f. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Company.
- g. Domain knowledge and skill/expertise as per the requirement of above non-regular outsourced posts (such as for Data Entry Operators, the skill would be operating Windows System and Typing speed etc) and similarly for other posts shall be checked by MMTC before they are deployed to the work and any personnel found not suitable thereupon shall be forthwith replaced by the service provider as per the demand of MMTC from time to time.
- h. MMTC may require the service provider to dismiss or remove from the site of work, any person, or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to MMTC because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- i. The service provider shall ensure that outsourced staff shall apply and display Photo Identity Cards issued to him/her by the Company for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- j. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of paans, smoking, loitering without work.
- k. No transportation, food etc. will be provided by MMTC.
- l. Working hours would be normally from 9:30 AM to 5:30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturdays/Sundays and other declared Holidays, if required. They may be paid extra wages by the Service Provider on the basis of a Certificate provided by the officer as per the rates approved.
- m. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related



legislations as applicable to it from time to time including the wages fixed by the Company and Employees Provident Fund (EPF), ESI Act etc. wherever applicable and the Company shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.

- n. It shall be the duty of the service provider (Company / firm/ agency) /Contractor to ensure the disbursement of wages in the first week of the subsequent month in the presence of the authorized representative of the MMTC. Bill of the previous month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of MMTC.
- o. The agency will be required to provide particulars of EPF, ESIC, etc. of previous month, of its employees engaged in the Company while raising monthly bill.
- p. The service provider will submit the bill in triplicate in respect of a particular month in the first week of subsequent month. The payment will be released at the earliest possible time thereafter, after deduction of taxes deductible at source under the law in force.
- q. Payments to the service provider would be strictly on certification by the officer with whom person is attached that his/her services were satisfactory and attendance as per the bill preferred by the service provider.
- r. No wage/remuneration will be paid to any staff for the days for absence from duty.
- s. The Administrative service charges per worker quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory effort required for executing the contract.
- t. Complementary service by any firm is not acceptable. If any firm quote the Administrative Service Charges as Zero/nil, it shall be treated as an invalid quote and shall result in summarily dismissal of the financial bid even through the firm otherwise technically qualifies.
- u. In case of any exigencies as per the requirement of MMTC, the service provider shall provide the required number of personnel at approved rates for a shorter period also,
- v. The service provider shall arrange a substitute well in advance and provide the same from the date of leaving of service by the person. If there is any probability of the persons leaving the job due to his/her own personal reason
- w. The service provider shall be approachable at all times and message by phone/mail/Fax/Special Messengers from MMTC to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the MMTC implementing the Contract from time to time.
- x. This MMTC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- y. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the

services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc.

- z. If MMTC suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this Company for the same. The agency shall keep this Company fully indemnified against any such loss or damage.
- aa. MMTC will maintain an daily attendance in respect of the personnel deployed by the agency and will furnish the records of the same to the Contractor on 26<sup>th</sup> of every month on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- bb. The successful bidder will have to enter into an agreement with MMTC for supply of suitable manpower as per the requirement of terms and conditions of this tender. The agreement will be valid for a period on one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing.
- cc. The Service charges/rates quoted by the agency shall be fixed for a period of contract including the period extended, if any, and no request for any change/modification shall be entertained. The contract/agreement is extendable upto two years, on year to year basis, subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- dd. The service provider shall not assign, transfer, pledge or subcontract the contract or services to any third party without the prior consent of the MMTC.
- ee. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues failing which the Performance Security of the Contractor shall not be released. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall the entire responsibility of the agency to pay and settle the same.
- ff. MMTC may engage either all the positions or may engage selectively based on the need of the company.
- gg. In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to **Chairman-cum-Managing Director (CMD) of MMTC LIMITED** whose decision shall be final and binding on both the parties.
- hh. Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of Delhi.
- ii. Employees outsourced by the shortlisted agency/firm/company shall not be treated as regular employees of the company and are on contract basis only.
- jj. INDEMNITY: The service providing Agency/firm/company irrevocably undertakes & agrees to indemnify and hold harmless MMTC in full against all allegations, claims, actions, suits, demands, damages. Losses. Settlements, costs and expenses,

consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from any act or omission of the service provider i.e. agency/firm/company or its manpower deployed.

kk. 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 even the agency(s)/firm/Company while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

## **F. FINANCIAL TERMS AND CONDITIONS**

- i. The Administrative service charges per worker quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory effort required for executing the contract.
- ii. Complementary service by any firm is not acceptable. If any firm quote the Administrative Service Charges as Zero/nil, it shall be treated as an invalid quote and shall result in summarily dismissal of the financial bid even through the firm otherwise technically qualifies.
- iii. The successful bidder shall furnish a Performance Security Deposit of amount of Rs. 50,000/- (Rupees Fifty Thousand Only) for each position, in the form of either an account payee Demand Draft (DD) drawn in favour of MMTC Limited, New Delhi, or Fixed Deposit receipt pledged in favour of MMTC from a Nationalized Bank or Bank Guarantee from a Nationalized bank in an acceptable form for safeguarding the interests of MMTC in all respects. The security deposit shall be forfeited by MMTC on non-compliance of the terms of agreement by the service provider or on failure of the contractor to provide replacement of any personnel, as demanded by the Company who remains frequently absent from duty or commits any misconduct.
- iv. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.
- v. The earnest money deposit/bid security without any interest shall be refunded to the successful bidder on receipt of Performance Security without any interest.
- vi. That the contract shall be effective from 1<sup>st</sup> day of award of work order and shall remain in force for a period of six months and extendable thereafter for another six months not exceeding period of one year. After the completion of the contractual period. If both parties agree, then the agreement may be extended further up to an agreed time period upon the same/mutually agreed terms and conditions.
- vi. **Criteria for selecting the firm for the award of contract shall be** the contract for supply of manpower shall be awarded to the :-
  - (a) **Lowest bidder in normal course**, subject to his fulfilling all the required mandatory statutory provision under labour laws like minimum wages, EPF, ESIC, Service Tax etc.

- (b) **Experience/volume of work in Government sector** – in case of more than one firm having same “**Service Charge**”, then the next criteria for selection shall be the “number of similar contracts (manpower supply), during the last three years and/or in current year in Government of India’s departments/ministries”.
- (c) **Technical bids received would be opened on 26<sup>th</sup> June 2017 at 1500 hrs. Financial bids of only technically qualified bids will be opened.**
- (d) **Turnover of the firm** – in case, even then there are more than one firm having parity in all these three selection criteria, i.e. **Service Charge and experience/volume of work in Government sector**, then the next criteria for selection shall be the annual turnover of the firm(s).

**Note:-** The conditions mentioned in (b) would become operational if the criteria mentioned at (a) above fails. Similarly, the criteria mentioned at (c) would become operational if the criteria mentioned at (a) and (b) fails.

#### **G. DISPUTE RESOLUTION:**

If a dispute arises or in connection with this tender/contract, or in respect of any defined legal relationship associated therewith or derived there from the parties agree to seek an amicable settlement of that dispute by conciliation as per the MMTC conciliation Rules.

#### **H. ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act , 1996 shall apply to such arbitration proceedings.  
The language of arbitration shall be English.

#### **I. JURISDICTION**

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the Courts of Delhi only.

#### **K. TERMINATION**

Either Party may terminate the contract for cause if the other Party breaches this contract or is in default of any of the provisions thereof, or for any other reason specified herein, by giving a written notice of termination to the Party in breach or default of the contract, not less than thirty (30) days before such termination as to become effective, and such termination shall become effective on the date specified in the said notice unless such breach or default shall be corrected within fifteen (15) days of the giving of such notice

of termination or within such longer period of time for correcting the breach or default as may be mutually agreed in writing for that purpose. If the agency fails to give notice in writing for termination of the agreements then forty five days wages etc. and any suitable amount due to the agency from MMTC shall be forfeited from the Performance Security.

#### **L. TERMINATION FOR INSOLVENCY**

MMTC may at any time terminate the works order by giving written notice to the service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

#### **M. FORCE MAJEURE**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government(including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables. If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract 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 contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.

#### **N. MERGER & ACQUISITIONS**

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

#### **O. FRAUD PREVENTION POLICY**

(a) Commitments of Bidder(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 at MMTC) during their participation in the tender process, during the execution of contract and in any other transactions with MMTC.

- (i) The bidder(s)/ shall not directly or through any other person or firms, 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.
- (ii) The bidder(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.
- (iii) The bidder(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) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on the other, any information or documents provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- (iv) The bidder(s) shall not instigate third persons to commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
- (v) The bidder(s) if in possession of any information regarding fraud /suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(b) Disqualification from tender process and exclusion from future contracts : If the bidder(s) before award or during execution has committed a transgression through a violation of Clause above 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) 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.

(c) Damages: If MMTC has disqualified the bidder(s) from the tender process prior to the award or during execution according to clause mentioned above, MMTC shall be entitled to demand and recover from the contractor liquidated damages or the contract value or the amount equivalent to Performance Bank Guarantee.

## **P. DISCLAIMER**

The information contained in the e-tender document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this E-TENDER document. This E-TENDER document is not an agreement and is not an offer or invitation to any other party. The purpose of this E-TENDER document is to provide Bidders with information to assist the formulation of their proposal submission. This E-TENDER document does not purport to contain all the information Bidders may require. This E-TENDER document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this E-TENDER document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or

otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the E-TENDER document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this E-TENDER document.

**ANNEXURE-III**

**MMTC LIMITED  
CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,  
LODI ROAD NEW DELHI-110003**

**E-TENDER INVITATION**

**No. MMTC/P/P&O/2017-18/01**

**1<sup>st</sup> June '2017**

**TECHNICAL BID**

**For annual rate contract for supply of manpower services on outsource basis**

1	Name of Tendering Company/Firm/Agency	:	
2	Name of Director of company/active partner of firm/authorized Agent/Proprietor	:	
3	Full address of Registered Office Telephone No. FAX No. E-mail Address	:	
4	Full address of operating/branch office at Delhi/New Delhi/NCR	:	
5	Banker of the company firm agency/ firm/agency Full address (upload copy of latest bank statement)	:	
6	Details of earnest Money Deposit Rs.50,000/- DD/PO No. & Date Drawn on Bank	:	
7	Certificate of incorporation in respect of Public Limited or Private Limited Co., Registered Declaration in respect of Sole Proprietorship and Registered partnership deed in respect of Partnership firm or suitable Registration under the respective Act as per the nature of Firm <b>(Mandatory requirement)</b>	:	



8	Registration No. of Service Tax. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	:
9	Registration No. of E.P.F. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	: : :
10	Registration No. of ESIC. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	
11.	Details of PAN. Copy to be enclosed/uploaded <b>(Mandatory Requirement)</b>	
12.	Financial status i.e. Annual Turnover details (certificate from CA to be attached) <b>(Mandatory Requirement)</b>	2013-14: Rs. _____ 2014-15: Rs. _____ 2015-16: Rs. _____
13	Certified copies of work experiences <b>(Mandatory Requirement)</b>	Number of contract during last three years: _____ Number of contract during current year : _____
14	A copy of registration certificate from Labour Department under the Registration and Abolition Act, 1970 for providing labour and/or manpower services <b>(Mandatory Requirement)</b>	

Declaration by the contractor:-

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions and instructions therein and undertake myself/ourselves to abide by the said terms and conditions. I further undertake that all Government instruction/rules in regard to labour would be scrupulously complied with during the contract period.

Date:  
Place:

(Signature of Authorized Signatory)  
Full Name & Designation Seal:

**MMTC LIMITED  
CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA,  
LODI ROAD NEW DELHI-110003**

**E-TENDER INVITATION**

No. MMTC/P/P&O/2017-18/01

1<sup>st</sup> June '2017

**FINANCIAL BID**

**(I) For annual rate contract for supply of manpower services on outsource basis to MMTC Limited, A Govt of India Enterprise, New Delhi.**

Category of personnel : <b>Programmer Social Media Analytic Support Level-2</b>		
Break-up of quoted rates		
1.	Wages including Dearness allowance (FIXED)	Rs. 27,302/- (Fixed)
2.	ESIC @4.75 % of wages	Rs.1297/-
3.	Service charge of the firm (In Indian Rupees)	
4.	Sub-total (1 + 2 + 3)	
5.	Service Tax @ 15% of sub-total in the above Row or in case of enforcement of GST, as per prevalent rates	
6.	<b>GRAND TOTAL</b>	

Place:

Date:

(Signature of Authorized Signatory)  
Full Name & Designation with Seal:

**(II) For annual rate contract for supply of manpower services on outsource basis to MMTC Limited, A Govt of India Enterprise, New Delhi**

Category of personnel : <b>Programmer Social Media Analytic Support Level-1</b>		
Break-up of quoted rates		
1.	Wages including Dearness allowance (FIXED)	Rs. 23,407/- (Fixed)
2.	ESIC @4.75 % of wages	Rs.1112/-
3.	Service charge of the firm (In Indian Rupees)	
4.	Sub-total (1 + 2 + 3)	
5.	Service Tax @ 15% of sub-total in the above Row or in case of enforcement of GST, as per prevalent rates	
6.	<b>GRAND TOTAL</b>	

Place:

Date:

(Signature of Authorized Signatory)  
Full Name & Designation: