



No. MMTC/Kol/Tender/Consultant/2022-23/01

Dated : 16-12-2022

MMTC Limited, A Government of India Enterprises, having office at P-15,13th Floor, Todi Mansion India Exchange Place Extension, Kolkata – 700001 invites Sealed Tender for appointment of Consultant ( CA firm and/or Law firm/or any agency having expertise in this field) for deposit of Back period PROVIDEND Fund to Contractual workers engaged by M/s Hemanta Mallik on the terms and conditions as below:

**1) SCOPE OF WORK :**

- i) Extension of date of coverage to be from April 1995 to November 2016.
- ii) Deposition of PF of 16 contract workers for the period from April 1995 to November 2016.
- iii) Prepare and upload ECR, generate challan and all other formalities required by the statutory authorities for timely completion of EPF job as per the rules and directions of EPFO.
- iv) All payments shall be made directly to statutory authorities by MMTC upon completion of all paper work by Consultant and receipt of information from him.

**DUE DATES:**

**Last date for submission of Bids : 06-01-2023 at 14:00 Hrs**

**Opening of Bid : 06-01-2023 at 14:30 Hrs**

- 2) **NATURE OF ENGAGEMENT:** The engagement of the Consultant for calculation shall be on temporary contractual basis.
- 3) **PERIOD OF ENGAGEMENT/DURATION OF CONTRACT:** The engagement will be purely on temporary, non-regular short-term contract basis for a period **of 6 months**. Consultant shall be required to complete the job within six months. However the period may be extended on mutual agreement on the same terms and conditions. All activities related to submission of offline / online (as applicable) monthly data for all contractual workers engaged by MMTC through M/s Hemanta Mallik. Generation of Challan for payment, assistance for releasing payment by MMTC against the challans etc. within six months from the date of issuance of Letter of Award (LOA).

- 4) **EMD:** The Earnest Money Deposit (EMD) **of Rs.10,000/-** (Fifteen Ten Thousand only) in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, payable at Vishakapatnam or transfer online to MMTC Account No 10308090583 ,State Bank of India ,IFS Code SBIN0014407. The EMD of unsuccessful bidder shall be refunded after 7 working days from the date of Work Order issued to successful bidder. No interest on EMD amount is applicable. No EMD is required to be submitted by MSME firms upon submission of necessary certificate.
- 5) **Performance Bank Guarantee :** The successful bidder will be required to establish Performance Bank Guarantee (**PBG**) **for 10%** value of the contract value within 7 working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable/ encashable up to 180 days from its date of issuance. The PBG should be as per the prescribed format (**ANNEXURE-I**) and shall be issued by a schedule bank other than Co-operative bank, Gramin Bank, Dhanlakshmi Bank and Nainital Bank.

In case the successful bidder fails to submit the PBG, MMTC reserves the right to forfeit the EMD.

- 6) **BID Validity :** The Bid should be kept valid for a period of 60 days from the date of opening of the Tender. In case of withdrawal or modification of a bid during bid validity period by the successful bidder the same shall result in rejection of the bid out rightly.

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

- i) The intellectual Property Rights (IPR) of the data collected as well as deliverables produced for MMTC shall remain with MMTC.
  - ii) The Consultant engaged, shall not utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of his assignment or during the course of assignment for MMTC.
  - iii) The consultant shall be bound to return/hand-over all the records of assignment to authorized officer/ authority of MMTC before the expiry of the contract and before the final payment is released by MMTC.
- 8) **CONFLICT OF INTEREST:** a) The shortlisted consultant engaged by MMTC shall in no case represent or give opinion or advise others in any matter which is averse to the interest of MMTC nor he will indulge in any activity outside the terms of contractual assignments.
- b) In case the services of consultant are found in conflict with the interest of the Corporation, his/her services will be discontinued by terminating the contract without assigning any reason.
- c) The consultant shall not assign the work allocated to him to any other individual(s) or company.

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

- i) Unable to perform the assigned work;
- ii) The consultant fails to submit monthly data fulfil to complete the work assigned in time bound manner ;
- iii) The Consultant is found lacking in honesty and integrity.

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

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

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

Consultant (CA Firm and/or Law firm/ or any agency having expertise in this field) should be well versed with statutory obligations relating to compliance of PF rules and regulations with EPFO. (Self declaration on letter head may be submitted.)

12) **NO ASSIGNMENT** : The successful bidder shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.

13) **PROFESSIONAL FEE/CONSOLIDATED REMUNERATION:** Interested persons may quote professional fee excluding GST for carrying out the work as mentioned in SCOPE of work and as per format enclosed with this Tender. GST must be separately quoted on and above the professional fee.

14) **PAYMENT TERMS:**

Payment shall be released for each **block period of 01 years** against successful filing and completion of all formalities for this period and only upon availability of credit in each EPFO account of contractual workers. For all purposes block period to be considered from older to newer i.e starting from April 1995.

15) **GENERAL CONDITIONS:**

- i) Final Payment for the services shall be released upon satisfactory completion of entire work.
- ii) Applicable TDS will be deducted.
- iii) The consultants shall collect data from respective statutory offices by interacting with officers holding relevant records.
- iv) Consultant engaged is expected to work independently, exhibit professionalism and should be capable of delivering original work.

- v) Consultant willing to take up this work must be fully conversant with the rules and compliances of all statutory bodies involved.
- vi) MMTC reserves its rights to amend / cancel this Tender without assigning any further reasons.
- vii) No modifications or alteration in the terms of the contract shall be carried out by the Contractor without the prior written permission of MMTC and shall be in writing and duly signed by an authorized representative of each party which shall form a part of the existing contract.

**16) PROCEDURE FOR SUBMITTING APPLICATION:** Interested applicants fulfilling the above eligibility criteria prescribed hereinabove, may apply in the standard application format enclosed at Annexure-I, with these terms of reference on or before closure of business hours (14:00 hrs), 06-01-2023 along with all supporting documents, in a sealed envelope super scribing as "Application - For Consultant" to reach the following address . Applications should be forwarded to:

Sr. Manager  
MMTC Limited,  
Flat No 31,  
7 B Allenby Road,  
Kolkata - 700020

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

**17) FRAUD PREVENTION POLICY:**

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

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

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

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

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

#### **18. HOLIDAY-LISTING:**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

#### **19. DISCLAIMER:**

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

#### **20. INDEMNITY:**

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and/or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances incidental to the scope of work.

In case, the successful bidder fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers

that the successful bidder is not in a position to fulfil its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

**21.ARBITRATION:**

Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties". The place and seat of Arbitration will be at New Delhi.

**22. Exclusive Jurisdiction:** The parties hereto agree that any matter of issue arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of courts of Delhi only.

**23. Force Majeure-**If at any time during the existence of this agreement either party is! unable to perform in whole or in part any obligations under this agreement 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.

If operation of such circumstances exceeds one months, either party shall have the right to refuse further performance of the agreement (subject to the other terms of agreement) 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 agreement shall within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure! clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

24. Nothing in the agreement constitutes any fiduciary relationship between the MMTC and selected bidder or any relationship of employer employee, principal and agent or partnership between MMTC and selected bidder.

**25. Termination of the Contract: Right to terminate the process:**

MMTC reserves the right to cancel the agreement/contract placed on the successful bidder and recover expenditure incurred by MMTC under the following circumstances:-

- i. The successful bidder commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
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ii. If the successful bidder fails to complete the assignment/deliver the services as agreed herein/subsequent agreement and as per the timelines and guidelines prescribed in this tender and subsequent agreement and the extension if any, allowed, it will be breach of agreement. The MMTC reserves its right to cancel the agreement in the event of delay.

iii. In the event of the successful bidder being adjudged insolvent or having a received appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise or in the, event of the bidder/successful bidder failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract without notice.

iv. In case the successful bidder fails to deliver the services as stipulated in the agreement. Contract, MMTC reserves the right to procure/carryout the same or similar services from alternate sources at the risk, cost and responsibility of the successful bidder.

v. After award of the agreement, if the successful bidder does not perform satisfactorily or delays execution of the agreement, MMTC reserves the right to get the balance agreement executed by another party of its choice by giving 15 days' notice in writing for the same. In this event, the successful bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.

vi. MMTC reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the successful bidder, including the pending bills and/or invoking the performance security deposit

#### **26. Consequences of termination:**

a) In the event of the termination of the agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the agreement or otherwise), MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successful bidder to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Agreement.

b) Nothing herein shall restrict the right of MMTC to enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.

c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

**27. Compliance with Laws-** The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

#### **28. GENERAL TERMS :**

1. This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

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2. All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically severable from each other. Any provision or clause of this Contract which is or.. becomes unenforceable in any jurisdiction, whether due to voidness, invalidity illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

The terms and conditions laid down in this Tender, subsequent contract with successful bidder and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract.

The subsequent Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no, undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

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SR MANAGER



ANNEXURE – I

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

**NIT NO. MMTC/Kol/Tender/Consultant/2022-23/01 dated 16-12-2022**

1. **Name of the Bidder:**
2. **Address:**
3. **PAN No.:**
4. **GST No. (Not mandatory):**
5. **Contact Person:**
6. **Tel No.:**
7. **Fax No:**
8. **E-mail Address:**

**(Note : Rate is to be quoted per month basis for period of work from April 1995 to November 2016)**

Sl No	Description	Price quoted in Rupees (excluding taxes)
1	Rate quoted for complete work per month basis	Rs..... ( Rupees.....)
2	Applicable GST (please mention %as per GST Act)	

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

**Date:**

**Signature of the bidder**

**Place:**

**With Stamp & Seal of the Firm**