



# West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL)

(A Government of West Bengal Undertaking)

## **Notice Inviting Quotations (NIQ) For Manpower Supply Service Provider**

**Tender No. MDTC/P-145/2966 dated 21.10.2022**

**Data Sheet :**

Name of Work	NIQ for Manpower Supply Service Provider
Tender Document No.	Tender No. MDTC/P-145/2966 dated 21.10.2022
Application Fee (nonrefundable)	Rs. 5900 /- (Price- Rs 5000/- + 18% GST)through the portal of wbtenders.gov.in
Earnest Money Deposit (EMD)	Rs. 10000/- (Ten Thousand)through the portal of wbtenders.gov.in
Period of Downloading of NIQ Document	21.10.2022 at 10.00 hours to 18.11.2022 at 16.00 hours
Last Date for receiving Pre-Bid Queries	03.11.2022 by 17.00 hours by email: <a href="mailto:tenderwbmdtcl@gmail.com">tenderwbmdtcl@gmail.com</a>
Date and Time of Pre-Bid Meeting	04.11.2022 at 12.00 noon
Link of Pre-Bid Meeting	<a href="https://us06web.zoom.us/j/89266723257?pwd=a3Q4a0dxaEVua2dKRU1SU3Njby9YQT09">https://us06web.zoom.us/j/89266723257?pwd=a3Q4a0dxaEVua2dKRU1SU3Njby9YQT09</a>  Meeting ID: 892 6672 3257 Passcode: 917719
Last Date for closing of Online Bid	18.11.2022 at 16.00 hours
Last Date for submission of Offline Financial Bid (Annexure-I)	18.11.2022 at 17.00 hours At WBMDTCL Head Office, WBIIDC Building, 3 <sup>rd</sup> Floor, DJ-10, Sector-II, Saltlake City, Kolkata-700091
Date & Time of Opening of online Technical Bid	18.11.2022 at 17.30 hours
Date & Time of Opening of online Financial Bid	To be intimated in due course
Online Platform for download of NIQ document and submission of Bid :Technical & Financial (BOQ)	<b>wbtenders.gov.in</b>
Nodal Officer	General Manager (Sand & Admin), WBMDTCL Email:tenderwbmdtcl@gmail.com Phone: 033 23590073

## NIQ for Manpower Supply Service Provider

Online Quotations through [wbtenders.gov.in](http://wbtenders.gov.in) are hereby invited from Company/Proprietary Firm/Partnership Firm/LLP for the job as referred above.

### 1. SCOPE OF WORK:

Supply of qualified technical manpower to this Corporation as per the schedule below:

Sl. No.	Name of the post	No. of Post	Required Educational Qualification under MMR 1961	Place of Posting
1.	Mine Manager (2nd Class)	01	Valid Second Class Metalliferous Mine Manager Certificate of Competency	Palsara, Purulia
2.	Mine Foreman	01	Valid Foreman Certificate of Competency	Palsara, Purulia
3.	Mine Foreman	01	Valid Foreman Certificate of Competency	Barapanjanian, Purulia
4.	Mine Foreman	01	Valid Foreman Certificate of Competency	Paschim Bero, Purulia
5.	Mine Foreman	01	Valid Foreman Certificate of Competency	Malti, Purulia

#### Note:

Before deployment of manpower the selected bidder must submit bio-data of each employee.

### 2. Eligibility Criteria for the registered Manpower Supply Service Provider

- (i) The Service Provider must be a duly registered organization.
- (ii) Average Annual Turnover of the Service Provider should not be less than Rs. 200000/- (Rupees Two Lac) **in 03 (three) F.Y i.e. 2018-2019, 2019-2020 & 2020-2021.**
- (iii) The service provider should at least have the experience of deploying manpower **in 03 (three) organizations in 03 (three) F.Y i.e. 2018-2019, 2019-2020 & 2020-2021** out of which 01 (one) should be from Government Organization where manpower is deployed for mining services for statutory posts. Copies of self-certified ongoing work orders and particulars of contract officer of that organization are to be furnished for the purpose of verification.

### 3. Preparation & Submission of Bid

Bidder's proposal (the Bid) will consist of following 2(two) components:

- i. Technical Bid including Application Fee, Earnest Money as per data sheet through online mode.
- ii. Financial Bid (two part) in the form of BOQ in excel format through online mode and duly filled in Annexure-I in own Letterhead through offline mode as per Data Sheet.

**"X" in BOQ and Annexure-I must be identical.**

Duly filled in Annexure-I has to be submitted in sealed envelope superscribing the NIQ Ref No., Name of Work, Name of Bidder with their address, email & Mobile No.

Note: The selected bidder will have to submit "The Technical Bid documents" in hard copy before issuance of LoA/work order.

### 4. Bid Evaluation

The bidder must submit the following documents during submission of their Technical Bid and Financial Bid:

#### A) For Technical Bid

Sl.No.	Parameters	Documents Required
A.	Registration Certificate	Self certified scanned copy
B.	Application Fee	Rs. 5900 /- (Price- Rs 5000/- + 18% GST) through the portal of wbtenders.gov.in
B.	Earnest Money Deposit	Rs. 10000/- (Ten Thousand) through the portal of wbtenders.gov.in
C.	Copies of GST certificate & PAN	Self certified scanned copy
D.	Proof of registered office address within the state of West Bengal.	Self certified scanned copy
E.	Proof for the average annual turnover of the bidder i.e minimum of Rs200000/- (Two Lac) in 3 (three) financial years i.e 2018-2019, 2019-2020, 2020-2021.	Scanned copy of C.A.certificate
F.	Documentary evidence towards execution of similar work i.e. providing manpower services as per clause 2 (iii)	Self certified

Note: All documents must be marked as A to F above.

## B) For Financial Bid (1<sup>st</sup> Part)

As per the following format in [wbenders.gov.in](http://wbenders.gov.in) (in BOQ excel format)

Bidder Name :				
<b>PRICE SCHEDULE</b>				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )				
NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Description	"X" Rupees (in figure)		"X" Rupees (in words)
1	The Bidder shall quote lumpsum montly charges including Salary of all the employees mentioned in the scope, service charges and other related Satutory Payments.		0.00	INR Zero Only
Note: The Bidder shall quote lumpsum montly charges including Salary of all the employees mentioned in the scope, service charges and other related Satutory Payments				
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only	

### Note:

- i. Taxes as applicable will be paid/deducted.
- ii. The rates will be firm for the entire contract period.
- iii. No other payment, except the price quoted will be payable.

## 5. Other Terms and Conditions:

- a) The contract shall be valid for **01 year** from the issuance of LOI/Work order, and may be extended at the discretion of WBMDTCL on mutual consent.
- b) Any Corrigendum, addendums, Amendments, Revisions, Extensions of bid dates (if any) with regard to this Bid, shall be published only at the website of WBMDTCL i.e. [mdtcl.wb.gov.in](http://mdtcl.wb.gov.in) and through the portal of [wbenders.gov.in](http://wbenders.gov.in). All the bidders are requested to look at the WBMDTCL website and the Govt. portal regularly for this purpose.
- c) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Corporation. They will perform the duties as instructed by WBMDTCL.
- d) The persons to be deployed by the Service Provider should not have any Police Records/ Criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom

they are recommending. This Corporation shall reserve the right to accept or reject the employees recommended by the Service Provider. The Service Provider shall withdraw such employee who are not found suitable by this office for any reasons immediately on receipt of such a request. An authenticated bio-data (including his bank account number, mobile number etc.) of each worker has to be provided by the Service Provider while deploying him in this Corporation.

- e) The manpower to be deployed by the Service Provider will be required to work strictly as per the office timings of the Corporation on all working days. No extra payment will be paid for attending the office on weekends / holidays/
- f) The Service Provider shall be responsible for timely compliance of the obligations under various laws and Acts, namely EPF Act, ESIC Act, etc. or under any other statutory requirements as applicable and amended from time to time in respect of the manpower deployed and also to present the documents as and when required or asked for by this Corporation.
- g) The Service Provider shall be the principal employer of the workman and any staff deployed by it in the Corporation in no case shall be in a Employer Employee relationship with the Corporation.
- h) The manpower employed by the Service Provider shall have no right, whatsoever, for any appointment in this Corporation in temporary/ ad-hoc/ daily wages/regular capacity on the basis of their work in this Corporation.
- i) In case any of the person so deployed by the Service Provider does not come up to the mark in terms of general discipline or does not perform her/ his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Service Provider on the request of this Corporation, shall immediately withdraw such person(s) from the premises of the Corporation. This Corporation shall have the right to discontinue the services of the non-performing/dis-obedient manpower at any point of time and without assigning any reason.
- j) The Service Provider shall keep the Corporation indemnified against all claims whatsoever in respect of the employees deployed in this Corporation at various point of time. In case, any employee of the Service Provider so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Service Provider to contest the same at appropriate forum(s). In case, the Corporation is made a party and is supposed to contest the case, the Corporation will be reimbursed the actual expenses which shall be paid in advance by the Service Provider to the Corporation if such a request is made by this Corporation in writing.
- k) The deduction of Income Tax from the bills of the Service Provider will be made at source under the Income Tax Act, 1961 at the rate as applicable from time to time.

- l) In case of unsatisfactory services rendered by Service Provider, the Corporation, reserves the right to terminate the contract even during the validity of the contract and no payment will be made after that. Of course, an opportunity shall be provided to the Service Provider to clarify the position within a period of 15days.
- m) If any accident occurs with any employee of the contractor while doing his job, the Corporation will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor.
- n) The Service Provider shall submit the monthly bill along with attendance sheet and the same shall be paid by this Corporation after applying usual checks and also after deduction of usual taxes or/and other dues, if any. In the bill, the Service Provider will clearly indicate the break-up of monthly payment details of each category of outsourced staff along with the Service Provider's service charges. Documentary proof of payment to such outsourced staff, payment of PF/ESI etc deposited with EPFO/ESIO of the immediately preceding month are to be enclosed with the monthly bill.
- o) The quality of the Candidates to be provided by the Service Provider will be ensured by the Service Provider. In case of non-satisfactory performance of any employee of the service provider the Service Provider would be liable to provide alternate employee.
- p) While submitting the bill, the service provider will submit the copies of documents such as deposit challan along with list of employees showing deposit of ESIC, EPF with the concerned Service Provider for month for which salaries are claimed in bill. This Corporation reserves the rights to withhold bills, if the Service Provider fails to produce proof for having remitted the ESI and PF dues of employees.
- q) All the statutory/ legal liabilities will be handled by service provider and this Corporation will not be liable for the same in any circumstances.
- r) In case of any intentional/un-intentional loss that might be caused to this Corporation due to lapse on the part of worker/s deployed by the Service Provider, such loss shall be compensated by the Service Provider and in this connection, this Corporation shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to this Corporation besides imposition of penalty.
- s) It shall be the duty of the service provider to maintain manpower strength at all time so that official work is not hampered.
- t) Site related activities are to be carried out in consultation with the Site-In-Charges of this Corporation
- u) The Bidder shall bear all costs associated with the preparation and submission of his Bid and WBMDTCL will under no circumstance be responsible or liable for those costs

and / or will not reimburse any expenditures / costs whatsoever it may be.

v) The Bid Document/Bid is not transferable.

w) The EMD of the selected Manpower Service Provider will be retained till satisfactory completion of the service and will be refunded only after successful completion of the job. The EMD's of unsuccessful bidders will be returned within 01 month of the completion of the bidding process.

## **6. Evaluation :**

The Technical Bid shall be opened first and thereafter Financial Bid shall be opened for technically qualified bidders. L1 bidder as per Financial Bid shall be the Selected Bidder whom the job shall be offered.

## **7. Payment of Bills:**

Within 10 (ten) working days after submission of bills in hard copies along with utilization statement and supporting documents of statutory returns (Utilization statement and returns not required for the first month)

**8. WBMDTCL reserves the right to change, modify, add or alter the document including cancellation of the tender at any time during the bidding process.**

**9. WBMDTCL reserves the sole right to accept or reject any or all bids without assigning any reason thereof.**

## **10. Force Majeure:**

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the WBMDTCL as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than three months both the parties



may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the contract.

## **11. Limitation of Liabilities**

Notwithstanding anything contained in the contract, WBMDTCL agrees that the Bidder shall not be liable to WBMDTCL, for any losses, claims, damages, liabilities, cost of expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Bidder. In no event shall the bidder, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive or exemplary loss, damage or expense relating to the services provided pursuant to this contract.

**Annexure –I (2<sup>nd</sup> Part)**

*(To be submitted offline in sealed envelope in own Letterhead as per Data Sheet)*

Sl. No.	Name of the post	No. of Post	Required Educational Qualification under MMR 1961	Place of Posting	Total Cost
1.	Mine Manager (2 <sup>nd</sup> Class)	01	Valid Second Class Metalliferous Mine Manager Certificate of Competency	Palsara, Purulia	a
2.	Mine Foreman	01	Valid Foreman Certificate of Competency	Palsara, Purulia	b
3.	Mine Foreman	01	Valid Foreman Certificate of Competency	Barapanjania, Purulia	c
4.	Mine Foreman	01	Valid Foreman Certificate of Competency	PaschimBero, Purulia	d
5.	Mine Foreman	01	Valid Foreman Certificate of Competency	Malti, Purulia	e
				TOTAL	"X"

**Note:**

Here Total Cost means lumpsum monthly charges including Salary of the employee, service charge and other related Statutory Payments.

Example for Raising of Bill:

- i) If the Bidder deploy employees given in Sl No. 1 & 2, then the bidder will raise the bill on the total amount of both the employees i.e.  $a+b$ = total amount of the bill.
- ii) If the Bidder deploy employees given in Sl. No. 1 to 5, then the bidder will raise the bill on the total amount of all the 5 employees i.e.  $a+b+c+d+e$ = total amount of the bill.

