

**Tender No. LUN/Per./ 2016-17/01**

**Tender For Providing various services under Rate Contract Basis.**

Sealed bids under two bid system are invited from the Bhopal based reputed service providers registered with the Labour Commissioner, Madhya Pradesh as per the Labour Act for providing services for **(A) Man power (B) Security services** as and when required to Madhya Pradesh Laghu Udyog Nigam Ltd on Rate Contract Basis. The successful bidders will have to carry out an agreement for two years with M.P.Laghu Udyog Nigam Ltd., for providing Security services and Man power as per the terms & conditions laid down in the Tender document. The details are as follows:

**Cost of One set of Tender Form :** Rs. 2000/- (Rupees Two thousand only) in the form of Cash or DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal (Non refundable) for delivery in person in our office. The Tender document can also be viewed and downloaded from the web site <https://mpeprocurement.com>. Downloaded and duly filled-in Tender document should accompany a Demand draft of Rs. 2000/-

**Earnest Money Deposit :EMD** for two requirements (A & B) will be separately given in the manner described as under:-

(A) If an agency is applying for both A & B services then they have to furnish a single EMD of Rs.200000.00 (A=Rs.100000.00, B = 100000.00, both will be=200000.00) (RS. Two lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal

(B) If an agency is applying for only one of the services out of (A) and (B) mentioned above then the EMD would be Rs.100000.00.(Rs. One lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal.

**Date & Time of Selling of Tender Form :** From 27/05/16 to 13/06/16  
during working hours.

**Date and time for submission of tender :** 14/06/16 upto 3.00 P.M.

**Date and time of opening of tender :** 14/06/16 at 4.00 P.M.

The bidder will have to apply on letterhead for obtaining tender document to Manager(Per.), 2nd floor, Panchanan Bhavan, Malviya Nagar, Bhopal.

**Managing Director**

**Madhya Pradesh Laghu Udyog Nigam Ltd.**  
**2<sup>nd</sup> Floor Panchanan Bhawan Malviya Nagar Bhopal**  
Phone No. 0755-2673151/2673160

**Tender No. LUN/Per./ 2016-17/01**

Phone No. (0755) 2673151/2673160

Fax No. (0755)2551262

1. Tender No. : LUN/ Per./ 2016-17/01
2. Details of work : For Rate Contract of Service Provider
3. Fees for Tender document Rs 2000/- (Rupees Two thousand only+ taxes extra Non refundable) for delivery in person in our office. Crossed demand draft should be drawn in favour of Madhya Pradesh Laghu Udyog Nigam Ltd Bhopal.
4. Earnest Money Deposit :-
  - (A) If an agency is applying for both A & B services then they have to furnish a single EMD of Rs.200000.00(A=Rs.100000.00, B = 100000.00, both will be = 200000.00) (RS. Two lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal
  - (B) If an agency is applying for only one of the services out of (A) **Man power** (B) **Security services** mentioned before then the EMD would be Rs.100000.00.(Rs. One lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal
5. Selling of Tender Documents From 27-05-16 to 13-06-16 during working hours.
6. Date and time for submission of tender 14/06/16 upto 3.00 P.M.
7. Date and time of opening of tender 14/06/16 at 4.00 PM
8. Details of payment of tender fees DD No..... date ....  
Bank.....  
.....  
Name of Bank, Branch & city/town

Issued to:-

M/s.....

Unit Code No.....MR No.....Dt.....

Issued by :-

(Madhya Pradesh Laghu Udyog Nigam Ltd,  
Bhopal )

Dated Signature of Tenderer

(Name, Designation, Address & Seal of Company)

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## **INTRODUCTION**

Madhya Pradesh Laghu Udyog Nigam Ltd. is a Govt of Madhya Pradesh undertaking, involved in various activities for promotion of Small Scale Industries in the State. It intends to have a Contract of Bhopal based reputed Service Providers registered under Labour Act with the Labour Commissioner, Madhya Pradesh, for providing (A) Manpower(B) Security services to the Head office and branches of the Nigam from time to time.

### **Section I**

#### **Scope of the Work**

The successful Service Provider will provide the following services against the Contract to the Madhya Pradesh Laghu Udyog Nigam Ltd. The Service Provider will carry out an agreement with Madhya Pradesh Laghu Udyog Nigam Ltd for providing these services on the minimum wages and qualifications fixed by the Labour Commissioner of Madhya Pradesh or Collector, Bhopal. The service Charges to the Service Provider will be paid in addition to above by the Nigam along with the Service Tax.

<b>Name of Service</b>	<b>Service Details</b>
<b>(A) Man power:-</b>	
1. Providing Computer Operators/Data Entry Operators	This includes providing Computer Operators/ Data entry Operators who are capable of working in MS Office, Excel etc.
2. Providing Light Vehicle Drivers	Providing Light Vehicle Drivers for the staff cars whenever required
3. Providing Typist cum Clerk	This includes providing Typist cum Clerks who are capable of typing on Computers and should be capable of carrying out the day-to-day clerical job.
4. Providing Stenographers	This includes providing services of Stenographers for the office work who are capable for Dictation & typing on Computers.
5. Providing /Peons/ Helpers	This includes providing services of Peons/Helpers for the office work.
<b>(B) Security Services:-</b>	
1. Security Guards	Providing complete & comprehensive security including persons, property, safety and monitoring of incoming & outgoing movements of people and goods.

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**Eligibility Criteria:**

The Bidders are required to fulfill following eligibility criteria:-

1. The Contractor should have:-
  - (A) At least three years of Experience in providing services to the State Govt /Public Undertakings/Other govt. Bodies.
  - (B) Should have provided services of at least 100 people in a year to State Govt/Central Govt/Public Undertakings/Other Govt. Bodies out of which 25 employed as one single job.
- 2.z Should have minimum turnover of Rs. 100 lakhs(One Hundred lakhs) per annum in the last two years. (Please provide copy of the complete audited accounts or CA certificate for last two years 2014-15, & 2015-2016).
3. Should be registered with following authorities.
  - 1) Should be registered with EPF (Please provide the attested copy of the Certificate.)
  - 2) Should be registered with ESIC (please provide the attested copy of the certificate)
  - 3) Should be registered with Labour Commissioner Office(please provide the attested copy of the certificate/ Licence)
  - 4) Should be registered with Service tax Authority (please provide the attested copy of the certificate.)
  - 5) Should be registered with I.G. of Police, Law/order and Security & Controlling Authority, M.P. Govt.(In case of Security Services- Please provide the attested copy of the certificate/ Licence.)

**Important Note**

**The Certificates/ documentary proofs in respect of above mentioned Point No. 1,2, and 3( 1 to 5)as applicable must be submitted alongwith the earnest money in seperate envelop of Technical bid. In case of any of those is not found in Technical bid, Financial bid shall not be opened which may please be noted carefully.**

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## **Section II**

### **Instructions to the Bidders:**

#### Definitions:

1. MPLUN means Madhya Pradesh Laghu Udyog Nigam Ltd. having its registered office at 4th Floor, Panchanan Bhawan, Malviya Nagar, Bhopal-462 003.
2. The service provider(s) means the successful bidder(s), who executes agreement with MPLUN for providing services.
3. Payment making authority means any authorized person of the Madhya Pradesh Laghu Udyog Nigam Ltd. who makes the payment.
4. The Labour Commissioner means the Labour Commissioner of Madhya Pradesh.
5. ESIC means Employee State Insurance Corporation.
6. EPF means Employee provident Fund.
7. Collector means the District Collector and Magistrate.
8. Minimum wages means the wages fixed by the Labour Commissioner office.

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**GENERAL TERMS AND CONDITIONS**

1. Validity of tender: Validity of tender shall be 4 months from the last date of Submission of the tender.
2. Single tender: A person on his own behalf or on behalf of a company/firm in which he/she is a director/partner/proprietor will submit not more than one tender. If it is done, all such tenders shall be liable for rejection.
3. Relationship: The firm/company shall not be permitted to tender for the work of this Nigam whose near relative is posted/nominated/designated in any capacity responsible for award and execution of this contract. The term near relative is meant as - wife, husband, parents, children, grand parents, brothers, sisters, cousins, and their corresponding in laws.
4. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection.
5. Preparation of Bids

**Technical and Financial Bids:**

The Bids are to be submitted in two parts in two separate sealed envelopes.

**a) Ist Envelope - Technical Bid - Earnest Money Deposit.**

The technical bid for services should be provided as per the format of Annexure -I along with Earnest Money Deposit.

**b) 2nd Envelope - Financial Bid:**

The Financial Bid for services to be provided by the bidder should be provided in the Annexure -II.

**c)** The rate quoted shall be responsive and the Break- up of all Statutory obligations such as Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. should be given in the Rate Proforma. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

**d)** The committee authorised by the M.D shall look into the reasonability of rates and accordingly consider the bids submitted by the bidders. Tenders without reasonable consideration shall be liable for rejection. If required committee may ask the bidder(s) to submit their business model.

**e)** Conditional bids/offers will be summarily rejected.

6. Sealed tenders in two envelopes separately (Technical Bid and Financial Bid) are invited from the contractors who should have an experience of at

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- least 3 years in providing services to State Govt/ Autonomous Bodies of State Govt.
7. **Earnest Money Deposit :EMD** for two requirements (A & B) will be separately given in the manner described as under:-
- (A) If an agency is applying for both A & B services then they have to furnish a single EMD of Rs.200000.00(A=Rs.100000.00, B=100000.00, both will be = 200000.00) (RS. Two lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal.
- (B) If an agency is applying for only one of the services out of (A) **Man power** (B) **Security services** mentioned before then the EMD would be Rs.100000.00.(Rs. One lakh only) in the form of DD in favour of M.P. Laghu Udyog Nigam Ltd, Bhopal.
8. Contractor/Agency/Firm will be required to execute an agreement on Non Judicial Govt. Stamp paper and deposit cash or an irrevocable Bank Guarantee of Rs 2,50,000/- Rs. Two lakh fifty thousand only) in prescribed proforma, valid for the contract period and not less than 30 months from any Nationalized Bank as security deposit against loss/damage to the property of the Nigam or any claim of worker.
9. The MPLUN may execute Agreements with one or more Agency/Contractor.
10. A secured space shall be provided for keeping all equipment and materials of maintenance in the Nigam if required.The contractor shall be responsible for any loss or damage of properties, belonging to the MPLUN, Bhopal, caused by or in connection with any of his workers by theft or otherwise and he shall reimburse to MPLUN, Bhopal, at the current value of such property on demand.
11. In the event of any dispute arising in this regard or in respect of any matter concerning the services during the tenure of this contract or thereafter the decision of the MD, MPLUN, Bhopal, shall be final and binding on both the parties. The jurisdiction of the court of Bhopal shall alone be applicable.
12. The contractor would be bound to replace such worker(s) whose conduct and services are not found satisfactory by the Nigam.
13. The Bank guarantee deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the institution on account of failure or negligence on the part of any of labour of the contractor.

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14. The contractor shall have to execute an agreement on Rs 100/- Non-Judicial stamp paper after the award of the work
15. That it is expressly understood and agreed to between the parties to this tender that the person deployed by the contractor periodically for the above work shall be employee of the contractor for all intents and purposes and in no case, shall constitute relationship of employer and employee between the said persons and MPLUN, implicitly and/or explicitly.
16. The contractor shall keep MPLUN indemnified against all claims whatsoever in respect of employees deployed by the contractor. In case any employee of the contractor so deployed enter into dispute of any nature whatsoever, it will be the prior responsibility of the contractor to contest the case. Further, the contractor shall ensure that no financial or any other liability devolves on MPLUN. In case any financial liability devolves on MPLUN the same shall be recovered from the Contractor.
17. Managing Director of the Nigam or any other officer authorized by the office shall be at liberty to carry out surprise checks on the works of the contractor in order to ensure that the work is properly carried out.
18. It will be the sole responsibility of the contractor to ensure that there is no loss of any kind to the movable or immovable property of the MPLUN due to work carried out by the contractor and that the contractor shall make good any such loss to the MPLUN.
19. The antecedents of staff deployed by the contractor under this contract should be verified by the police authorities and record submitted to this office.
20. The workers of the contractor should not be below the age of 18 years.
21. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
22. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Nigam.
23. Penalty clause: Whenever and wherever it is found that the services are not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by Nigam. In case, repeated lapse in the providing of services is noted, and if no action is taken within stipulated time, it will result in a penal deduction from the Bills/Security Deposit of the Contractor/Agency/Firm.



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- The maximum amount of penal deduction may be Rs 500/- per complaint. The decision of the MD, MPLUN Bhopal will be final and binding on the contractor.
24. The Contractor/Agency/Firm must acquire the registration for Bhopal with following Govt. authorities as on the submission of tender and must furnish proof thereof by enclosing the photocopies of the following documents.
- (i) Provident Fund Commissioner - EPF B. No.
  - (ii) ESI Corporation - ESIC Code No.
  - (iii) Service Tax No.
  - (iv) Firm/Agency Registration No.
  - (v) Copy of license obtained from Labour Commissioner in the matter of Contract Labour (Regulation and Abolition) Act 1970 (37 of 1970).
  - (vi) I.G. of Police, Law/order and Security & Controlling Authority, M.P. Govt. (for Security services.) (Copy of the certificate/ Licence.)
25. Commencement of the Contract: This contract will come into force for a period of Two years (2 years) from the date of the agreement. However, it may be extended further up to one more year on same terms and conditions as mutually agreed upon, subject to the satisfactory performance of services.
26. Termination of the Contract: This contract may be terminated due to any one of the following contingencies:-
- (a) On expiry of the contract period
  - (b) By giving one month notice by MPLUN, Bhopal due to:
    - (i) The contractor not performing his duties properly.
    - (ii) For committing breach of contract of any of the terms & conditions of the agreement.
    - (iii) On contractor being declared as insolvent by the court of law.

During the period for termination of contract in the situation contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons and materials deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to MPLUN LTD, Bhopal.

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**SPECIAL TERMS AND CONDITIONS**

1. The MD, MPLUN, Bhopal reserves the right to accept or reject in part or full, any or all the tenders without assigning any reasons whatsoever and does not bind himself to accept the lowest tender.
2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
3. The services of workers will be required for 8 hours per day and six days a week basis.
4. The contractor shall ensure proper Insurance coverage to its workers by adequate workman compensation policy. The MPLUN will not be responsible to pay any damages, compensations, etc. to the contractor, workers. The workers' Insurance policy document should be submitted to the MPLUN from time to time.
5. All liabilities arising out of accident or death of the personnel provided by the Contractor, while on duty, shall be borne by the contractor.
6. The manpower deployed by the contractor for the Security should turn up in neat and clean uniform.
7. No employee shall be allowed to stay in MPLUN, Bhopal premises by making any temporary shelter.
8. Payment to the workers: All payments like, monthly wages, bonus, etc. must be made as per minimum wage act of M.P. by the Contractor. The MPLUN will not be responsible in any manner whatsoever.
9. The contractor shall make payments in respect of the workers for workers' welfare schemes like, EPF, ESIC etc. within the contracted amount. The contractor shall ensure such payments to the authorities from time to time.
10. The contractor/Agency/Firm shall maintain proper records of all statutory payments made by them and produce it to Nigam for inspection, if required.
11. It is mandatory for the contractor, that the annual PF slip is delivered to every employee as soon as possible after obtaining the same from PF office ending on each Financial Year.
12. It is mandatory for the contractor that the Employee State Insurance Corporation card is provided to every employee.

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13. The tender document, the technical offer, the financial bid of the Party as well as General and special terms and conditions of the tender document shall form an integral part of the agreement which shall be executed by the successful tenderer with MPLUN.
14. The Firm/Agency/Contractor will deposit the Provident Fund Contribution of employer and Employees by separate ECR & challan for workers provided to MPLUN.
15. If agency does not deposit PF amount into Provident Fund Department the MPLUN may deduct such amount from the bill of agency and will deposit directly in Provident Fund Department.
16. If agency does not deposit ESIC amount into ESIC, the MPLUN may deduct such amount from the bill of agency and it will deposit directly in ESIC.
17. Agency/Firm/Contractor will be provided the separately Sub Code for ESICA/c No. which is allotted by the ESIC office for MPLUN Bhopal.
18. Agency should be established/operated at Bhopal.
19. Contractor should ensure the payment of his workers latest by on 5th of each month as per Minimum Wages Act as applicable to State Govt. norms. If Contractor/Agency/Firm delays the payment penalty at the rate of Rs. 200 per day will be charged.
20. Managing Director, MPLUN, Bhopal reserves the rights to terminate the contract without assigning any reason.
21. Payment terms: The payment in respect of services/manpower provided to MPLUN, for a particular month will be made by the Nigam to the Contractor/Agency/Firm latest by 30th of the subsequent month through crossed cheque after the submission of the bill along with following required documents, to the MPLUN on or before 15th working day of the subsequent month:-
  - (i) The name of employees.
  - (ii) Acknowledged copy of EPF/ESIC contribution payment through challan.
  - (iii) The amount of payment in respect of E.P.F shall be paid only after production of copy of E.C.R for the respective month. Salary Statement clearly showing contribution paid against each person provided by the contractor, and deduction under the P.F. Act and ESIC Act. should be submitted in Prescribed Proforma I & II.
  - (iv) Photocopy of attendance sheet.

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- If Contractor/Agency/Firm fails to submit the bill up to 15th of the subsequent month penalty at the rate of Rs.200/- per day will be charged.
22. **RATE CONTRACT/AGREEMENT:** After finalization of the rates by the MPLUN on the basis of offer received in tenders enquiry, the approved rates will be offered to Agency/Firm/Contractor for agreement. The Agency/Firm/Contractor whose rates are accepted will have to agreement within 7 days or as per the time limit given in offer letter failing which Earnest Money Deposit may be forfeited.

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## AGREEMENT

### **Contract Agreement between MP Laghu Udyog Nigam Ltd. (MPLUN) and .....**

This agreement is entered into between MP Laghu Udyog Nigam Ltd. having its registered office at 23, Shopping centre, New Market, Bhopal, hereafter called MPLUN the party No. 1 and .....hereafter called the Party No. 2.

### WHEREAS

- (A) M.P. Laghu Udyog Nigam Ltd. has invited tender no. .... for Contract for Service Provider and the above party has agreed vide their letter dt..... to execute agreement on the same terms & conditions.
- (B) The Party No. 2 ..... had submitted its offer against the above tender and has been invited by MPLUN for providing services mentioned in "Scope of the work" Section I of the Tender document.

Now, therefore, in consideration of mutual covenants contained herein and other good and valuable consideration the parties stated above hereby agree and pledge as follows:-

- 1) That the Party No.1 invited the tender No .....for Contract for Service Provider, the tender document the technical offer and the financial bid of the Party shall form an integral part of this agreement and any of the terms and conditions as may be mutually agreed upon shall also form as part of this agreement.
- 2) The Party No. 2 shall be responsible for providing the personnel with adequate knowledge and skilled, semi skilled and unskilled mentioned in the Minimum Wages Circular issued by Labour Commissioner, Madhya Pradesh/Collector time to time. However in extra ordinary cases Nigam may fix more wages then the minimum.
- 3) The Party No. 2 will be responsible for providing the personnel within 48 hours of the written request made by the Party No. 1, MPLUN.

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- 4) In case the Party No. 1 finds that any person(s) provided by the Party No. 2 is not suitable for the job, the Party No. 2 will immediately discontinue the person and will replace such person as per clause No. 11 of the Tender Document.
- 5) The Party No. 2 shall be responsible for any loss or damages to the properties belonging to the MPLUN, Bhopal caused by any person provided by Party No. 2 by way of theft or otherwise and the Party No. 2 shall reimburse to MPLUN, Bhopal at the current value of such property on demand.
- 6) The Party No. 2 agrees to pay the EPF, ESI, and other legal obligations applicable in M.P. as per law to the workers provided to MPLUN and the MPLUN will not be responsible for such payments in any manner whatsoever. The copy of challan/Receipts will be produce along-with the monthly bill, every month.
- 7) Party No. 2 shall be responsible for any welfare scheme under Labour Act shall be implemented for his workers.
- 8) The Party No. 2 shall maintain a daily diary of the work done and will provide absenteeism and leave record of the workers along with the monthly invoice will provide the following documents.
  - (i) EPF/ESIC contribution on payment through challan, which deposited in to State Bank of India. Acknowledged copy of EPF & ESIC challan. As a proof of payment of E.P.F in respect of all employees, submission of ECR alongwith bill is must.
  - (ii) Salary Statement in which clearly showing payment against each person provided by the Party No. 2 and deduction under the P.F. Act. and E.S.I.C., Act, Clearly shown of name was deduction for EPF & ESIC Act.
  - (iii) Photocopy of attendance Sheet.
  - (iv) Provident Fund Commissioner EPF Business No.
  - (v) ESI Corporation - ESIC Code No.
  - (vi) Service Tax No.
  - (vii) Firm/Agency Registration No.
  - (viii) Form No. 12/12 A, Form 5, Form 10, under the EPF Act. 1952.
  - (ix) Monthly Certificate of P.F./ESIC - I & II.

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- (x) Six monthly return under ESIC Act and yearly Return Form 3 A-6-A under the EPF Act.
- 9) Without copy of P.F./ESIC challan and another receipt of other labour laws, the Party No. 1 will not release the payment against the monthly bill of Party No. 2. Failure of submitting the documents mentioned in point No. 8. Party No. 1 will not release the payment against monthly invoice of Party No. 2.
- 10) In addition Party No. 2 shall be bound to provide additional evidence and information regarding statutory payments as and when demanded by Party No. 1
- 11) The Party No. 2 shall not replace the workers without prior information to MP Laghu Udyog Nigam and shall issue identity card to all the workers deployed in MPLUN.
- 12) The Manager (Pers) MPLUN will be carrying out surprise checks about the duty and the job of the workers.
- 13) The personnel provided by the Party No. 2 shall be its exclusive employees and shall not be considered as employees of the MPLUN and they will have no claim in the services of MP Laghu Udyog Nigam Ltd., Bhopal. Party No. 2 shall be solely responsible for any/all acts of the persons provided by Party No. 2.
- 14) The overall supervision and control on the workers will be of the Party No. 2.
- 15) The designated officer of the MPLUN shall be authorized on behalf of MPLUN to issue instructions regarding work assignment, arrangements procedures etc. The Party No. 2 shall work accordingly and instruct its workers to carry out the job accordingly.
- 16) The Party No. 2 will responsible to follow the Minimum wages rates for labours, which declared by Labour Commissioner, Madhya Pradesh time to time.
- 16-B Master and servant relation only with provided Employees and Party No. 2.
- 17) In case, any inspection is done by the Labour Department/Provident Fund Department/Employees State Insurance Department and other authorities under the such Acts and find out the difference in any clause, it will be payable by Party No. 2 and not reimbursable from Party No. 1.

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- 18) The Party No. 2 will be paid in consideration of above services, the minimum wages applicable to any particular type of labour/workers, declared by Labour Commissioner, Madhya Pradesh or Collector, Bhopal and ..... service charges inclusive of service tax and other duties and liabilities as/ if, applicable. The Income Tax at source will be deducted as per law. The payment will be made by MPLUN to the Party no 2 on minimum wages applicable to any particular type of labour/workers, declared submission of invoice for the preceding month in the current month. No other payment on account of any Statutory or other liability shall be made by Party No. 1.
- 19) In case of any dispute arising between both the Parties the matter will be referred to formal mechanism of arbitration and the MD, MPLUN, Bhopal shall be sole arbitrator whose decision will be final and binding for both the Parties. The jurisdiction of the Court of Bhopal shall be applicable.
- 20) The contract comes into force from ..... and Party No. 2 will in consideration of Agreement submit a Bank Guarantee or cash deposit Rs 250000/- (Rs. Two lakhs fifty thousand only) in lieu of the Performance Guarantee in addition to EMD submitted in the tender, before payment of first invoice.
- 21) The Agreement shall be valid initially up to ..... and will be extended further for one year or the period mutually agreed between the Parties, on satisfactory performance of the Party No. 2.

IN WITNESS WHEREOF THE parties to this agreement have set their hands on this -----

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For MP Laghu Udyog Nigam Ltd., Bhopal

Proprietor/Partner/Director

Dy. Chief General Manager

Witness

Witness

1.

1.

2.

2.



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**Annexure -I**

**TECHNICAL BID**

**FORMAT FOR TECHNICAL BID**

**Tender No. LUN/PER/2016-17/01**

<b>S No</b>	<b>Particulars</b>	<b>Relevant information from Agency/Firm</b>
1	Name of the firm/agency/contractor	
2	Name of the Director/Proprietor/ Partner (Copy of partnership deed / memorandum of Association etc., should be submitted ).	
3	Address of the firm/agency /contractor	
4	Firm/Agency Registration number and it's validity upto.	
5	Telephone No./Mobile No./Fax No.	
6	E-mail address	
7	Name of contact person, designation with Mobile No.	
8	Number of present employees of Firm/Agency.	
9	A comprehensive list of employees	
10	Service set up in Bhopal Provide the complete details of infrastructure	
11	PAN (Income Tax Permanent Account Number)	In the name of Individual In the name of Firm/agency
12	Photocopy of IT return enclosed for the year - 2014-15,2015-16(A.Y.)	Yes/No
13	Valid registration on the date of application with the following Govt. authorities and its proof by enclosing the authenticated photocopies of the following documents as on page No.5  a) ESIC Reg. b) EPF Commissioner Reg.	

**Madhya Pradesh Laghu Udyog Nigam Ltd.**  
**2<sup>nd</sup> Floor Panchanan Bhawan Malviya Nagar Bhopal**  
 Phone No. 0755-2673151/2673160

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	c) Labour Commissioner Reg d) Service Tax Reg. e) I.G. of Police Reg. No. ( Incase of Security Services).	
14	At least three years of Experience in providing services to the State Govt/Central Government/Public Undertakings/Other govt. Bodies. (give details and enclose certificates).	
15	*List of customers with complete address, phone no., scope of work and their feedback report (if any)	Attached/Not attached
16	*Mention turn over in last two years, year wise. (Enclose complete audited accounts or certificates by C.A)	2014-15 2015-16
17.	Service tax return for last two years	2013-14 2014-15
18.	Should have provided services of at least 100 people in a year to State Govt/Central Government/Public Undertakings/Other govt. Bodies, out of which 25 employed as one single job.(Attach certificate/proof.)	
19.	Court cases if any, brief account of these cases and their status	
20.	Any other information, you may like to add	

\* N.B. In case of insufficient and inappropriate information the tender/Bid is liable to be rejected and your financial bid would not be opened.

**Signature and Seal of the Bidder**

**Madhya Pradesh Laghu Udyog Nigam Ltd.**  
**2<sup>nd</sup> Floor Panchanan Bhawan Malviya Nagar Bhopal**  
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**ANNEXURE-II**

**RATE PROFORMA**

Name of Service	Service Details	% of EPF (Employer contribution) on Min. wages fixed by Labour commissioner of M.P.Bhopal w.e.f. Ist April and Ist October of every year.	% of ESI if any (Employer contribution) on Min. wages fixed by Labour commissioner of M.P., Bhopal w.e.f. Ist April and Ist October of every year.	% of service Charge of Firm/Agency/Contractor on Min. wages fixed by Labour commissioner office.	Other Charges (If any)	Total of service Charge on Min. wages fixed by Labour commissioner of M.P. Bhopal. (Service Tax Extra) (In Numerals as well as in words) (3+4+5+6)	% of service tax .
1.	2.	3.	4.	5.	6.	7	8

**Place:**

**Signature / Seal of authorized Bidder**