

Sl.No-1.

Detailed Notice Inviting Tender



Name of the work:- Supply of 10 nos. skilled I.T.I (Electrical) personel for Maintenance of street light works of BMC for the Year 2018-19.

Issued against bank Draft / Banker's Cheque No_____ dt_____

**Sd/-
Executive Engineer,
Division-II, BMC.**



BHUBANESWAR MUNICIPAL CORPORATION

Detailed Notice Inviting Tender

- Name of the work : **Supply of 10 Nos. skilled I.T.I (Electrical) Personnel for maintenance of street light Works of BMC for the Year 2018-19.**
- Cost of DTCN : **1000+ 18% GST**
- Last Date of sale of DTCN : **dt.15.10.2018 up to 5 PM**
- Last Date of Receipt of Tender : **dt.15.10.2018 up to 5 PM**
- Date of opening : **dt.20.10.2018 at 11 AM**
- Each Tender should be Accompanied with : (i) Requisite **EMD**.
(ii). Xerox copy of **PAN, TIN, GST**
(iii). Xerox copy of appropriate valid **Contractor Registration Certificate**.
(iv). Xerox copy of valid **EPF Registration Certificate**.



BHUBANESWAR MUNICIPAL CORPORATION

Notice Inviting Tender

No- 33240

Date- 06.10.2018
File No. XXVII-86/18

Sealed tenders, in conformity with the detailed tender call notice, are invited from eligible enlisted Labour Contractors of Labour Deptt. Govt. of Orissa/Central Govt./CESU, for supply of skilled labourer, so as to reach the **Executive Engineer, Division No-II, BMC** through **registered post / speed post** only up to **5 p.m** on **dt.15.10.2018**. The DTCN shall be obtained from the office of the **Executive Engineer, Division No-II, BMC** on deposit of the non-refundable cost of the tender paper in shape of **Bank draft or A/C Payee Bankers Cheque** in favour of **Municipal Commissioner, Bhubaneswar Municipal Corporation**. The DNIT can also be down loaded from the BMC web-site www.bmc.gov.in, from **dt.06.10.2018** to **dt.15.10.2018** for which the document cost amounting to Rs.1000/- + Rs.180/- (18 % as GST), should be submitted in separate envelope marked “ Cost of Bid document down-loaded from the internet”, along with the bid document. The tender document (DNIT) can also be obtained through registered post, on paying the cost of tender document plus rupees one hundred in shape of the **Bank Draft** from **dt.06.10.2018** up to 5 P.M of **dt.15.10.2018**.The tenders will be opened at **11 A.M** on **dt.20.10.2018** in presence of bidders or their authorized representatives, who may be present at the time of opening of the tenders. BMC, will in no way, to be **responsible for any delay in receipt of the tender document**.

Sl No	Name of the work	Cost of Tender Documents in (Rs.)	EMD in (Rs.)
1	Supply of 10 Nos. skilled I.T.I (Electrical) personnel for maintenance of street light work of BMC for the Year 2018-19	1000+18%GST	1% of the projected amount per year at the quoted rate.

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33241 / BMC dt.- 06.10.2018

Copy to M/s PEARL ADVERTISING AGENCY, Plot No.8-A, Sabarasahi Lane, BJB Nagar, Bhubaneswar with request to publish this notice in two local leading Oriya dailies News Paper "The Dharitri" & "The Odisha Bhaskara" for one day publication, as early as possible using minimum space and font size of "8" at the already approved rate.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33242 / BMC dt.- 06.10.2018

Copy submitted to Chief Engineer, P.H (Urban)-Orissa-cum-Inspector of Local works, BMC for information.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33243 / BMC dt.- 06.10.2018

Copy forwarded to Executive Engineer, BMC Division No-II / Chief Finance Officer / Asst. Executive Engineer (Elect.)/Junior Engineer (Elect)-I, II & III, BMC for information and necessary action.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33244 / BMC dt.- 06.10.2018

Copy forwarded to P.A to Mayor / P.A to Deputy Mayor / Steno to Municipal Commissioner, BMC for kind information of the respective authorities.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33245 / BMC dt.- 06.10.2018

Copy forwarded to H.A-cum-Acct.-I, works section, BMC/ Advertisement section, BMC for information and necessary action.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33246 / BMC dt.- 06.10.2018

Copy to Computer Asst. BMC for publication of this Notice through NET.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

Memo No-33247 / BMC dt.- 06.10.2018

Copy to Notice Board of Bhubaneswar Municipal Corporation / ITPMU, BMC.

Sd/-
Executive Engineer,
Division No-II, B.M.C.

TERMS AND CONDITIONS.

1. Sealed Tenders are invited from enlisted Labour Contractors of Labour Deptt. Govt. of Orissa/Central Govt.
2. BMC requires Labour Contractor to supply the labourers on monthly wages basis for one year and likely to be continued on satisfaction of performance.
3. Interested Labour Contractors may quote their rates for supply of skilled labour confirming to minimum rate of wages as notified by Govt. of Orissa (Plus service charges, if any in percentage on labour rate) on monthly wages basis. All the liabilities of labourers directly or indirectly will be sole responsible of the contractor. The skilled labour should have adequate educational qualification & work experience in street light maintenance.
4. The firm must have registration certificate.
5. The firm must have EPF registration certificate.
6. The firm must have ESI registration certificate.
7. Service tax will be deposited by the contractor first & will be reimbursed from BMC.
8. The contractor is required to submit a bank guarantee of one month wages of labour to be engaged as per the quoted rate.
9. Photo copy of EPF & ESI deposit chalans to be submitted by the contractor before releasing next months payment & if any lapses found, the amount will be recovered from the contractor.
10. Quoted rate should be separately for basic wages (Excluding EPF, ESI, Bonus & leave salary) & supervision charges.
11. EPF, ESI, Bonus & leave salary will be added with basic salary as per labour law.
12. The tender without earnest money will not be accepted.

Labour Contractor

Sd/-
Executive Engineer,
Division-II, BMC.

13. The BMC reserves the right to accept or reject any tender or annual the tender process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever to the affected quoter or quoters.

14. The Contractor must fulfill all conditions require under the provisions of Labour Contract Employment Act.

15. The Contractor shall have governed by the law of India and interpretations in accordance with such laws.

16. BMC is not responsible for any dispute of Labour, and the Labourers so provided shall not be in any way be the employees of BMC.

17. The Labour Contractor should have experience of at least three years to supply the labour to the Government / Semi Govt. institutions or big organizations for the various maintenance jobs.

18. The Contractor is required to submit a bank guarantee equivalent to the one month wages at quoted rate for contract period in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation towards security deposit whose tenders will be approved by BMC being lowest & fulfills all the tender conditions.

19. The payment (s) will be made to contractor are subject to deduction of tax (s) Cess leviable by any Government as per rule from time and will be made after the completion of every month on doing the assigned rule.

20. Contractor will responsible for making the payment directly to the labour by 7th of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc.

21. The contract will be for **one year in the first instance**. However, the contract can be extended on the same terms & conditions subject to satisfactory work by the contractor.

22. The contractor shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of or during course of their duties.

Labour Contractor

Sd/-
Executive Engineer,
Division-II, BMC.

23. In the event of injury, illness or mishappening to any worker, the BMC will not be liable to pay any compensation. The insurance covered shall include the liability under the workmen's Compensation Act.

24. The contractor shall have to deposit 1% of EMD of the total contract value quoted by him along with the tender in shape of NSC/Postal time deposit Pass Book duly pledged in favour of the Municipal Commissioner, Bhubaneswar Municipal Corporation of Bank Draft/bankers Cheque from the Nationalized Bank in favour of Municipal Commissioner, Bhubaneswar Municipal Corporation. The earnest money thus deposited shall be refunded only to unsuccessful bidders, on receipt of application from the tenderer to that effect. The EMD of tender accepted or proposed to be accepted, shall be retained in the Municipal Corporation Office till such time after completion of the work, as the competent authority of Municipal Corporation shall deem fit. EMD for a bunch of Tenders, if submitted, shall in no case be entertained.

25. The contractor shall have to engage the required number of workers and increased required number is not available on any day, the contract amount will be reduced proportionately, from the monthly payment.

26. The contractor shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the minimum wages fixed by the Labour & Employment Department, Government of Orissa or as approved by BMC and a record of that should be kept in register, which may be available for examination to the BMC as and when demanded.

27. The contractor shall not appoint any sub company/agency to carry out any obligation under the contract.

28. The contractor shall maintain a daily attendance register including the number and names of the workers engaged in BMC for works as per scope of the contract.

29. The contractor shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, through any such onus shall be the exclusive responsibility of the contractor and it shall not involve the BMC in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.

Labour Contractor

Sd/-
Executive Engineer,
Division-II, BMC.

30. If the contractor wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 60 days failing which the amount of security deposit including any other dues will be recovered from him for making alternate agreement till the new contractor is assigned to the other party.

31. If the contractor repeatedly violates the terms & conditions of the contract or fails to supply required number of labourers the contract shall be liable to be terminated and security so deposited shall be forfeited.

32. The contractor shall apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to BMC within 30 days from the date of issue of award of the work. The fee for issue of such license shall be paid by the contractor.

33. In case any damage or loss caused by the BMC property by the workers, the same shall be charged from the contractor. The contractor must ensure it by submitting an affidavit on non-judicial paper of Rs.10/- (Rs. ten) only stating therein that he will bear the loss out of his own pocket.

34. The contractor shall have certificate for Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.

35. The loss caused to BMC on account of negligence/dereliction of duties by the employees of the contractor, shall be established after a joint enquiry compressing the representatives of the BMC with contractor, and the BMC shall be within its right to make it good form the contractor.

36. The normal working hours shall be 07.30 A.M to 04.30 P.M with an one hour lunch break from 12.30 P.M to 1.30 P.M. However, the timing may be changed at the discretion of the BMC from time to time. In case of urgency/emergency, the labour can be deployed beyond normal duty hours, which shall be compensated through compensatory leave.

37. The required strength of the workers under various categories is indicative only. However the deployment shall be as per actual requirement to be decided in consultation with the contractor and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.

Labour Contractor

Sd/-
Executive Engineer,
Division-II, BMC.

38. The contractor shall maintain all necessary registers and display notices as per mandatory requirement.

39. In case of labour disputes for nonpayment of wages to the workers or any other disputes, the payment due to contractor can be with held till settlement of the disputes by the BMC or on the orders of the court of law.

40. They should have at least five years experience in providing street light maintenance work in State Govt. Organization.

41. They should have standing certificate ISO 9001-2008.

42. Solvency certificate at about Rs.10 lakhs from any Nationalized Bank.

Labour Contractor

Sd/-
Executive Engineer,
Division-II, BMC.

Schedule - I

The Contractor shall employ the following staff as indicated below:-

<u>Sl. No.</u>	<u>Category</u>	<u>No. of workers</u>	<u>Qualification</u>
1.	Skilled	10 (ten)	ITI (Electrician) With experience

N.B:- No. of workers of each category can be engaged more as per actual requirements.

DOCUMENTS TO BE ATTEACHED WITH THE TENDER FORM

<u>Sl. No.</u>	<u>Particulars Attached</u>	
1.	Earnest Money deposit.	Yes / No
2.	Experience Certificate at least for four years.	Yes / No
3.	Terms & conditions duly signed by the contractor on each page.	Yes / No
4.	Attested copy of up-to-date PAN & GST Certificate.	Yes / No
5.	Attested copy of Service Tax Registration No.	Yes / No
6.	Attested copy of Labour license.	Yes / No

Note: In absence of above documents(s), tender shall be rejected.

Place:

Date:

Signature of tenderer with stamp.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfill the following technical specifications.

- (a) The registered office or one of the branch offices of the organization should be located within the jurisdiction of the Municipal Corporation. i.e. at Bhubaneswar.
- (b) They should be registered under the companies Act. 1956.
- (c) They should have at least four years experience in providing street light maintenance work in State Govt. Organization.
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax & Service Tax Departments.
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing street light services.
- (h) Execution of contracts of similar type (minimum value to be prescribed) during preceding years of value equal or more than 60% of the estimated cost of the present contract.
- (i) They should have standing certificate ISO 9001-2008.
- (j) Solvency certificate at about Rs.10 lakhs from any Nationalized Bank.
- (k) Balance sheet of last financial year.
- (l) Non-conviction certificate.

Sd/-

Executive Engineer,
Division-II, BMC.