



TENDER DOCUMENT
FOR
SUPPLY OF UN-SKILLED/SEMI-
SKILLED/SKILLED/ HIGHLY SKILLED
LABOURS ON CONTRACT BASIS

Notice Inviting Tender (NIT) Reference: Date:	HMT/MBX/LC/105 06.08.2024
Last Date & Time for Submission of Tender documents	26.08.2024 at 1.00 pm
Tender Opening Date and Time	27.08.2024 at 11.00 am
Address for Submission and Opening of Tender	Central Mailing Section HMT Machine Tools Limited Bengaluru Complex, Jalahalli, Bengaluru- 560 013.
Tender Cost by DD/Cash (Non Refundable)	Rs. 500/-
EMD Amount by DD	Rs. 25000/-

Interested bidders may participate in tender opening on the above date & time at the above address.

Deputy Manager (HR&L)

PART A

To

M/s.

Dear Sir

Subject: Supply of Un-Skilled / Semi-Skilled/Skilled/Highly skilled Labours on Contract basis for HMT Machine Tools Ltd., Bengaluru Complex

NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

HMT Machine Tools Limited, a Company incorporated under the Indian Companies Act, 1956, is a Public Sector Undertaking, under the Ministry of Heavy Industry having its Registered Office at HMT Limited, No.59, Bellary Road, HMT Bhavan, Bengaluru 560 032. One of the Production Units located in Bengaluru, engaged in the production of Machine Tools, intends to invite quotations for **Supply of Un-Skilled/Semi-skilled /Skilled/ Highly skilled Labours on Contract basis** at Bengaluru Complex, Jalahalli, Bengaluru – 560 013. In this connection, we invite Tenders from the eligible / interested Contractors.

The details regarding Special and General TERMS & CONDITIONS of the Contract are attached.

Blank Tender Forms along with the terms and conditions can be obtained from the Office of Deputy Manager (HR&L), HMT Machine Tools Limited, Bengaluru Complex, on payment of Rs.500/- in the form of DD / Cash in favour of M/s.HMT Machine Tools Limited, payable at Bengaluru. Date for issuance of Blank Tender forms 06.08.2024 onwards / Intending bidders may also download the tender document from website <https://eprocure.gov.in> / <https://www.hmtindia.com> / <https://www.hmtmachinetools.com> However, bidders downloading the tender document through the website should also submit the tender document fee of Rs.500/- through a Demand Draft along with the Technical Bid without which the tender shall liable for rejection.

The Opening of Commercial bid will be intimated separately to technically qualified bidders by e mail, email quotation will be not entertained.

Tender documents will be opened at the Office of CMS section, HMT Machine Tools Ltd., Bengaluru Complex, Jalahalli, Bengaluru 560 013.

(Usha H J)
Deputy Manager (HR&L)

HMT MACHINE TOOLS LIMITED

NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

This is Two Bid Tender.

1. TECHNICAL BID

The Technical bid should be submitted in a separate cover containing the details of the following aspects along with the DD for EMD valued Rs.25,000/- and Tender document fee of Rs.500/- (if the tender form is downloaded) super scribing on the top of the cover as "TECHNICAL BID" for supply of UN-SKILLED / SEMI SKILLED/SKILLED/HIGHLY SKILLED LABOURERS. Please note offers received without Tender document fee & EMD will be rejected.

- a) Enclosures with respect to experience certificates, solvency certificates, financial turnover, Govt. of Karnataka: Dept. of labour reg. certificate (Form 'C') , PF, ESI, IT & GST registration details requested to furnish along with Technical Bid as per Annexure 'A', Should be enclosed.
- b) EMD amount in the form of DD drawn in favour of HMT Machine Tools Ltd., payable at Bengaluru

2. COMMERCIAL BID :

To be submitted in a separate envelope as per ANNEXURE-C super scribing 'COMMERCIAL BID FOR SUPPLY OF UN-SKILLED / SEMI SKILLED/SKILLED/HIGHLY SKILLED LABOURERS" in Bengaluru Complex. The Commercial Bid of only those Contractor satisfying the qualification criteria at Technical Bid stage only be opened.

Both the sealed covers consisting of Technical Bid and commercial bid shall be enclosed in a bigger cover and sent to the DEPUTY MANAGER (HR&L), HMT MACHINE TOOLS LIMITED, BENGALURU COMPLEX, JALAHALLI, BENGALURU - 560 013 or drop in the tender box kept at the Office of Central Mailing Section, HMT Machine Tools Limited, Bengaluru Complex, Jalahalli, Bengaluru 560 013. The name and address of the tenderer shall also be mentioned at the bottom left hand corner of the cover. All the three covers should be sealed with cello tape at all the joints and company seal to be put above the tape.

To know the scope of the work, it is suggested to the interested contractor to visit HMT Machine Tools Limited, Bengaluru Complex, Jalahalli, Bengaluru by taking prior appointment by calling Telephone No. 080-22185605. Deputy Manager (HR&L) before expiry of the date for submission of sealed tenders.

(Usha H J)
Deputy Manager (HR&L)

HMT MACHINE TOOLS LIMITED

Subject: Supply of Un-Skilled / Semi-Skilled/Skilled/Highly skilled Labours on contract basis for
HMT Machine Tools Ltd., Bengaluru Complex

NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

**TECHNICAL BID FORM
(TO BE FILLED IN BY THE TENDERER)**

1	Firm name in full under which the tender is executing the contractor	
2	Address of official premises	
3	Telephone / Mob. No.	
4	E mail	
5	Are you register as Public Limited Company? Private Limited Company? Partnership / proprietor concern?	
6	Enclosed Labour Registration Certificate (Form 'C') / Licence copy of the firm to engage Contract Labour (please indicate reference / No.	
7	Enclose latest income tax for last 3 (Three Years) and solvency certificate	
8	Address of the partner / proprietors of the tenderers firm / concern and as to Director, Managing Director as the case may be	

9	Indicate your ESI code No. obtained from Bengaluru (enclose copy)	
10	Indicate your EPF code No. obtained from Bengaluru region (enclose copy)	
11	Nature of other contract handled in any other firm with details regarding Nos. of Labourers period etc. (enclose copy)	
12	Details of contract works carried out for the past three years (enclose copy)	
13	How many labourers you have in your contract at present?	
14	Have you registered all your workmen under ESI Act?	
15	Have you registered all your workmen under PF Act & EPS Scheme?	
16	GST Registration No (enclose copy)	
17	PAN NO (enclose copy)	
18	Tender form Fee payment Details	
	DD No. / Date & Bank Name	
19	EMD Fee payment Details	
	DD No. / Date & Bank Name	

I / We certify that to the best of my / our knowledge the particulars furnished above is true.

It is understood that the information furnished will be treated as confidential and not be divulged to unauthorized persons.

Place:

Signature of the Contractor with seal

Date:

CREDENTIALS i.e. EXPERIENCE/FINANCIAL STATUS ETC., TECHNICAL BID

Subject: Supply of Un-Skilled / Semi-Skilled / Skilled/Highly skilled Labours on contract basis
For HMT Machine Tools Ltd., Bengaluru Complex

Intending Tenderer who meets the following eligibility criteria may apply for the tender

1	Financial Turnover	Average Rs.1.00 Crore per annum during the last 3 years
2	Work Experience	Contractor(s) should have experience of having successfully completed similar works as described below during last 3 years in any of the large scale industries not less than value of the contract as described below (copy of the satisfactory performance certificate to be enclosed) One work / Labour contract completed costing not less than Rs.1 Crore per annum OR Two work / Labour contract completed costing not less than Rs.50/- Lakhs per annum
3	Description of Work	Supply of adequate Nos. of Un-skilled/Semi-skilled/skilled/Highly skilled as per our requirement indicated in Annexure-B
4	Other Documents	The tenderers shall furnish along with their tender request letter, the latest income tax clearance, solvency certificate for the value of Rs.50 Lakhs from a Nationalised bank.
5	Statutory requirements	The tenderers should have ESI/PF code of their own from Karnataka Region Office Bengaluru and fulfill all statutory requirements as applicable to Contract Labour
6	EMD	DDs for EMD amount Rs.25,000/- and Tender document fee of Rs.500/- in the form of DD drawn in favour of HMT Machine Tools Ltd., payable at Bengaluru (in case Tender downloaded from Website) should be enclosed along with Technical Bid documents in case Tender Documents downloaded from the Website.
7	Technical Bid	Annexure-A to be filled and enclosed along with Technical Bid

Signature of the Contractor with Seal

HMT MACHINE TOOLS LIMITED
BENGALURU COMPLEX, BENGALURU 560 013

PART B

Subject: Supply of Un-Skilled / Semi-Skilled / Skilled/Highly skilled Labours on contract basis in HMT Machine Tools Ltd., Bengaluru Complex
NIT Ref: NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

SPECIAL TERMS AND CONDITIONS

The Contractor has to engage sufficient manpower (approx. 118 labours per day) Preference should be given to those who are already working in HMT Machine Tools Ltd, Jalahalli, Bengaluru – 560013.

1. The payment to the Contract labourers has to be made on or before 7th day of every month and contractor has to ensure payment of revised minimum wages as when notified by the appropriate Government from time to time during the contract period. The present wages paid needs to be protected and at no circumstances the labourers should be paid lesser than the present wages indicated below:

For Un-skilled / Semi-Skilled / Skilled /Highly skilled/ Labour wages as per the Karnataka Minimum Wages act. per day are as follows.

Particulars	Un-skilled	Semi-Skilled	Skilled	Highly-Skilled
a. Basic	445.69	490.25	539.28	593.21
b. VDA	135.32	135.32	135.32	135.32
Sub-Total	581.01	625.57	674.60	728.53

Note : GST and other statutory payments extra at actual payable if any.

2. The Contractor has to make the payment of minimum wages as notified by the Appropriate Government from time to time.
 - The Contractor has to ensure that the payment to the Contract Labourers be made on or before 7th day of every month as per the karnataka Minimum Wages Act.
 - After releasing payment to the Labourers the Contractor should submit his/her claim to HRM Dept. for settlement of the same along with proof of payment. The Contractor(s)

shall deduct ESI/PF/PT & LWF dues as per Govt./ Act rules and regulations and remit the same to the respective Authorities / Departments and submit the challans to the HMT Management every month.

- Contractor shall engage Labourers after covering them under ESI Act. Labourers without ESI coverage will not be allowed to enter the premises of the Factory.
- Whenever Management offers any increase in wages, allowances etc. during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and shall be reimbursed by the Management after duly certified by the HR Department and the Contractor shall include the same in their bills.

3. Approximate requirement of Unskilled / Semi-skilled/Skilled/ Highly skilled Labour per day*

4.

Sl. No.	Group of Category	Approximate No. of Labours required.
1.1	Unskilled Helpers for House-Keeping	14
1.2	Unskilled Office Assistant / Attenders	11
1	Unskilled Total	25
	Semi-Skilled Mfg. & Others	9
2	Semi skilled Total	9
	Skilled Computer operators/Mfg./Stores Keepers/HMT Hospital.	32
3	Skilled Total	32
	Highly skilled Engineering/Mfg. /HMT Hospital	34
4	Highly skilled Total	34
5	Working on standard hour basis	18
	TOTAL	118

Note: No. of persons indicated are approximate. It may change up to +/- 20%. Contractor should be ready to supply labour as per company requirement as and when required.

5. The payments made by the Contractor towards monthly wages, Employee and Employer Contributions of ESI & PF, leave payment, payment of wages for National Holidays, incentives if any, and any applicable Taxes, etc. will be paid by the Company to you for necessary payments to be made to the labourers. The liabilities if any should be borne by the Contractor in accordance with statutory requirements as well as Managements Instructions initially and the expenditure incurred by the Contractor towards above said

Liabilities will be reimbursed by the Company, subsequently based on the records after duly scrutiny / verification by the Company.

6. The Contractor has to engage sufficient manpower (118 Appx. CONSISTING UN-SKILLED, SEMI-SKILLED/SKILLED/ HIGHLY SKILLED LABOURS) to carry out the jobs allotted.
7. The Service Charges is payable only for the Labourers / other contract personnel supplied on day to day basis. Service Charges on any account will not be paid for over time man days / leave days, statutory payments and Paid holidays / additional incentives etc. and all payments made to the Contractor for total bill will attract TDS (Tax Deduction on Sources) under IT Act.
8. Wages have to be paid for all the contract Labourers / Personnel within 7th of every month regularly in the present of HR representative and copy of wage disbursement should submit along with monthly invoice. The statutory payment like ESI, PF, PT etc. have to be made every month regularly to the authorities concerned and necessary copies of the Challans to be produced along with the bill.
9. The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted to the HR Department, HMT Machine Tools Limited, Bengaluru Complex.
10. Working hours as per Factory Timings (subject to change from time to time)

A Shift	06.00 Hrs to 14.00 Hrs
General Shift (D)	08.00 Hrs to 16.00 Hrs
B Shift	14.00 Hrs to 22.00 Hrs
C Shift	22.00 Hrs to 06.00 Hrs

11. The entry and exit of contract persons into the Factory area is controlled by the Security Authorities of the Company. The Contractor should strictly adhere to the timings of entry and exit laid down by the Authorities.
12. ACCIDENTS INJURIES AND DAMAGES: From commencement to till completion of the Work the Contractors shall take full responsibility, taking precautions to prevent loss of damage. Contractor shall be liable for all loss and claims of injuries or damages to any person, which may arise during the progress of work.
13. SAFETY PRECAUTION: The Contractor should take all safety precautions / measures as required / prescribed by the Director of Factories & Boilers, Karnataka in connection with the execution of work. The Contractor may co-ordinate with Safety Department regarding safety aspects to be complied with.
14. LABOUR ACTS: The Contractor shall employ labour in sufficient number to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of Officer-in-Charge. The Contractor shall

remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under the Payment of Wages Act- 1936. Employees Liability Act 1933, Workmen's Compensation Act 1923, ESI Act 1947, PF Act, Minimum Wages Act or any other Acts on enactment relating there to and rules framed there under from time to time. In the event the Contractor fails or neglects to pay amount, due to him under Workmen's Compensation Act, ESI Act or other labour laws, the Company is entitled to with hold the same from any other amount payable to the Contractor and remit the same to the Authorised concerned such payment shall be binding on the Contractor.

- a) The Contractor is responsible for implementing the provision of the Contract Labour (Regulation and Abolition) Act into to and also responsible for any repression arising there from non-compliance thereof.
 - b) The Contractor must have their own code number under ESI & PF Act at Bengaluru Regional Officer.
 - c) Contractor should provide following form from time to time under Contract Labour Abolition Act 1970.
 - Register of Wages in Form XVII.
 - Muster Roll in Form XVI.
 - Register of deduction in Form XX.
 - Half yearly return in Form XXIV.
 - Muster rolls in Form No .XXII.
 - Attendance Register in Form No. VII
 - Wage Slips in Form XIX etc.
 - Details of Contract employees Register Form XIII
 - d) Contractor should maintain all registers and records required for ESI, PF and payment of wages etc. under the statutes and produce them for verification as and when called for by the Company / Inspecting Authorities.
 - e) The Contractor should maintain Attendance Register, Various mandatory forms under ESI Act and all copies of returns / challans under various statutory requirements including PF / CLRA Acts. Contractor should disburse the payment slips and over time slips to all contract labours on monthly basis.
 - f) The Contractor is required to submit the daily attendance of labours engaged duly certified by the Officer-in-Charge or his representative to the in charge (HRM).
 - g) The contract labourers are retained on overtime work on any day including Sundays / Holidays due to exigencies, they should obtain the prior approval of the Management and a copy of the approval to be enclosed along with the monthly bills for processing.
15. If the work is not carried out satisfactorily the Contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the Company and shall not resume work thereon until so intimated by the Company. The Contractor shall have no

claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be recovered from the Contractor.

16. The Company reserves the right to extend the term of the contract or to short close the contract at any time, without assigning any reasons or the contract can be terminated by giving three months advance notice from either side.

17. The Contractor shall arrange for the work in assigned shift subject to security check and instructions of the company rules laid down from time to time. All the labourers, supervisors etc. shall have photo identity cards which should be produced while on duty for identification.

18. PENALTY:

The work carried out every day to be certified by user department duly signed in the log book to be enclosed along with bills and for any lapses proportionate amount will be deducted from the monthly bill based on the recommendation of the User Department as follows:

DESCRIPTION	PENALTY RATE
For non-supply of Minimum labour for one day	No Penalty
For non-supply of Minimum labour beyond one day up to 2 days	Amount equivalent to one day wages @ applicable day per contract Labour will be charged to the extent short supply on each day.
For unsatisfactory performance of any activities as determined by the user dept.	2 times of actual expenditure incurred in getting the jobs done through other agencies at the risk and cost of the Contractor.

19. PAYMENT: The Contractor shall submit bills after satisfactory completion of the work every month by 5th day of the Month to the Incharge (HRM) who in turn will certify the bills and forward the same to Accounts Department for necessary further scrutiny, along with satisfactory performance certificates issued by the user department head shall be enclosed with each and every bill failing which no payment will be made. If any remarks regarding the non-performance or improper work, proportionate deduction of payment will be made in Bills.

Deputy Manager (HR&L)

Signature of the Contractor with seal



HMT MACHINE TOOLS LIMITED

Bengaluru Complex, Jalahalli, Bengaluru – 560 013

COMMERCIAL BID

Subject: Supply of Un-Skilled / Semi-Skilled/Skilled/Highly skilled Labours on contract basis for HMT Machine Tools Ltd., Bengaluru Complex, Jalahalli, Bengaluru – 560 013
NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

QUOTATION, AFTER GOING THROUGH & UNDERTAKING ALL TENDER TERMS INCLUDING FOLLOWING CONDITIONS, I/WE QUOTE SERVICE CHARGE for supply of contract labours in percentage only on minimum wages i.e Basic and VDA (Excluding of Over Time wages, EL wages, ESI, PF, GST etc.). Percentage in Number
In words per contract Labour per working day.

Whenever Management offers any rise in wages / production incentives / allowances etc., during the contract period the same has to be disbursed by the Contractor immediately on information by the Management and same shall be reimbursed by the Management after duly certified by the User / HR Department and no separate service charges will be paid for such disbursements. All the above payment will attract TDS and hence contractor should keep this in mind while quoting service charges for supply of Labours on contract basis. The Contractor has to ensure that the payment of wages should not be less than minimum wages as notified by the appropriate Government or decided by the Management for time to time whichever is higher. The number of persons indicated above may vary ie ., either increase or decrease during the period of contract. ANY INCREASE OR DECREASE OF MINIMUM WAGES, EMPLOYER’S CONTRIBUTION TOWARDS ESI/LEAVE WITH WAGES ETC., SHALL BE MADE BY HMT MACHINE TOOLS LIMITED, THE CONTRACTOR MAY QUOTE “SERVICE CHARGES FOR SUUPPLY OF LABOURS ON CONTRACT BASIS” AS REQUIRED ABOVE WHICH WILL BE THE BASIS FOR FINALISING THE CONTRACT ON FULFILLING TENDER TERMS.

In case the service charges quoted are different in number and words, the least among them will be reckoned for considering the tender.

Contractor should issue photo ID Cards to all Contract Labourers engaged.

Date:

Signature of Contractor (s) seal & Address

HMT MACHINE TOOLS LIMITED

Subject: Supply of Un-Skilled / Semi-Skilled/Skilled/Highly skilled Labours on contract basis for
HMT Machine Tools Ltd., Bengaluru Complex
NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

GENERAL TERMS AND CONDITIONS

Duration: The contract shall be awarded for a minimum period of TWO YEARS and based on performance further renewal of the contract will be done if required at discretion of management. During this period no service charge revision shall be entertained.

1. The contract labour shall work under the supervision of the contractor/ supervisor nominated by the contractor (Supervisor cost should borne by the contractor). Supervisor should monitor contract labour movement, Absenteeism, hiring contract labours and responsible for collection of attendance from concern depts.
2. The quotations in respect of the tenderers will be considered provided he/they qualify all the terms and conditions.
3. Cost of the tender form is Rs.500/- (Non Refundable) and the EMD amount as specified in the notification and should be enclosed along with Technical Bid as DD in favour of HMT Machine Tools Limited, Bengaluru Complex. EMD amount will be returned for unsuccessful bidders after finalization of the contract and EMD amount will be adjusted to security deposit in case of successful bidder. After submission of tender, incase bidder withdraws the tender/ quotation in such case EMD will be forfeited.
4. Successful tenderers will be required to deposit Rs. 5,00,000/- (Rs. Five Lakhs) as Security Deposit. The Security Deposit will not carry any interest and shall be refunded only after successful completion of the contract.
5. Payment terms: Payment will be made within 30 (Thirty) days of satisfactory completion of monthly works and submission of Bills.
6. Penalty clause for Non-performers: The Company will engage work through any other source without notice in case of failure of service and also in case of backs out. This cost will be recovered from the contractor and the security deposit will be forfeited.
7. All the statutory provisions with regard to the engagement of man-power such as ESI, Karnataka Labour Welfare Fund, PF, Minimum wages, leave with wages including wages for National/Festival holidays as per the provisions of Contract Labour (Regulation & Abolition) Act should be followed by the contractor.

8. On awarding the works contract, the contractor should compulsorily submit the copies of challans made towards remittance of ESI, PF, PT & GST etc. in respect of the services provided by him for executing the above work along with the monthly bills regularly. The payment will be made only subject to submission of same.
9. The company shall not have any relationship with the labour engaged by the contractor in any manner. The deployment of labour and discharge of work shall be monitored /supervised by the Contractor, as per the instructions of the Company representative.
10. EMPLOYMENT BY THE CONTRACTOR:

The contractor shall engage the minimum required number of labourers / personnel every day for completion of work. The number of persons required may vary from time to time as the nature of work. The Contractor shall ensure that the work should not suffer for want of adequate labourers.

CODE OF CONDUCT:

The contractor shall hire the labourers / personnel who are sincere, obedient, honest, smart, physically fit, trust worthy and medically fit workmen suitable to Industrial Undertaking. Any such person found to be weak, incompetent or negligent in performance of his / her duties or of any doubtful character shall at once be replaced up on the receipt of complaint / information from the Designated Officer of the Company. Their age should be between 18 years and 58 years.

The labourers engaged by the contractor shall not be deemed to be the employees of the company. The labourers / personnel engaged by the contractor shall not have any claim, directly or indirectly, for employment or service conditions and other such benefits as may be enjoyed by / or available to the regular employees of the company. The personnel of the contractor shall abide by the rules and regulations as enforced by the Company from time to time. The company shall not, in any manner, be responsible for any act, omission or commission of the labourers engaged by the contractor and no claim in this respect shall lie against the company. The personnel or labourers of the contractor shall refrain from any Trade Union activities.

11. STATUTORY LIABILITIES:
Deduction under the income tax act and other statutory provisions, in force from time to time, wherever applicable, shall be made from the bills payable to the contractor. The contractor shall comply with all the relevant statutory requirements that are in force from time to time. The contractor shall ensure that statutory obligations applicable to his labourers viz., Payment of Wages Act, Minimum Wages Act, Factories Act, ESI, Bonus, EPF, Gratuity, Labour Welfare fund, Weekly-off, leave, Contract Labour (Regulation &

Abolition) Act, etc., are complied with and shall keep the company indemnified against all penalties and liabilities of any kind for breach of any statutory obligations, committed by the contractor.

Further please note that the contractor shall not liable to recover or deduct unauthorized deduction from the contract labour wages other than statutory deduction.

12. WAGES AND MODE OF PAYMENT:

The contractor shall ensure that the labourers engaged by him are paid their wages subject to the fulfillment of minimum wages act and on or before 7th of every following month. Such payment shall be made in the presence of the representatives of the Company. The payment of monthly bills shall be made by the company only on production of documentary evidence for having paid wages to their employees / workmen and remitted the previous month's ESI, PF, PT etc. contributions to the concerned authorities by the contractor.

13. CLAIMS FROM THE CONTRACTOR:

The contractor shall submit his bill every month including the following proof and / or evidence of payment to his employees:

- Wages paid to his workmen
- EPF Contribution paid
- ESI Contribution paid and
- PT Contribution paid

14. Payment shall be arranged by the company within thirty days of the receipt of the bill. In case, any canteen/ transport service is permitted and availed by the labourers of the contractor, deduction thereof shall be decided by the Company from time to time.

15. The contractor shall submit to the company the proof of his registration and licence under the contract labour (Regulation & Abolition) Act at the time of submission of tenders along with the registration Number under the EPF & ESI Regulations and abide by the provisions provided as per factories act 1948 in employing his workmen.

16. The contractor shall furnish a copy of the Muster Roll in respect of payment made to the labourers engaged every month to the company.

17. The contractor shall maintain an attendance register of the labourers engaged, which should be made available for inspection as and when required.

18. The contractor himself or his authorized representative shall directly supervise the work and a supervisor shall be available at the place of work at all times. He shall maintain liaison/ with the authorized representative of the Company in undertaking the tasks.

19. The Contractor shall carry out the various works that are entrusted to him / them to the satisfaction of the concerned Department. Defective work, if any, shall be brought to the notice of the Contractor by the department or concerned authorized representative of the Company.
20. SETTLEMENT OF DISPUTES:
Any dispute arising out of this Agreement shall be resolved by referral to an Arbitrator who shall be the chief of HRM of the Company or any other Senior Executive nominated by the Unit Chief.
21. Payment will be made against certified bills for the actual work done/ working day by the workmen.
22. The Contractor shall employ-experienced persons for the job and prior approval has to be obtained from the competent authority for their workmen before issue of Gate Pass.
23. Willful damage / loss to the company property will be recovered as compensation from the Contractor.
24. Time of the work will be decided by the company.
25. The Unit Chief reserves the right to accept or reject any or all tenders without assigning any reason thereof.
26. Bidders should quote for service charges 1% (one percent) or above for supply of contract labours only on minimum wages i.e Basic and VDA (Excluding of Over Time wages, EL wages, ESI, PF, GST etc.). Offers received for Service charges less than 1% will be rejected.
27. If the quoted prices are same (More than one) then the bidder will be selected through lottery for awarding the supply of labour contract.
28. After bidding / awarding the contract, if L1 bidder backs out then the company reserves the right to negotiate with L2 bidder subject to that L2 bidder matches with L1 bidder price for awarding supply of labour contract.
29. If contractor fails to fulfill the agreed period for supply of contract labour and request for pre closure of contract, in such case security deposit will be forfeited.
30. Awarding criteria: Award of contract for supply of labour will be on lowest quoted offer.

Deputy Manager (HR&L)

Signature of the Contractor with seal

ANNEXURE TO GENERAL TERMS AND CONDITIONS

NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

- 1) The tender forms is not transferable under any circumstances, the Contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workmen for the execution of any of work.
- 2) The tenderer shall agree not to petition for revision or rates tendered by him under any circumstance at any stage of work either during execution or when the final claim is settled.
- 3) All entries shall be typed or written legibly in ink (green and red ink shall not be used).
- 4) The rates offered shall be indicated both in figures and in words in the respective columns, should there be any difference between the amount indicated in figures and words, the lowest of the two amounts will be taken as the offer and it will be final. Tenders received after due date and time will not be accepted.
- 5) No corrections / revision will be entertained either or after the tender is submitted or after the tender closing time and date is over. Tenderers besides affixing their signature and seal, must give their full name, address, telephone number and email address if any and other details in the annexure enclosed. All earnest money deposit of Rs.25,000/- by a crossed demand draft in favour of M/s.HMT Machine Tools Ltd., Bengaluru payable at Bengaluru must accompany the tender.
- 6) Quotations without the EMD or in sufficient EMD and Tender form cost will be rejected outright and such tenderers will not be allowed to participate in the tender opening.
- 7) **EARNEST MONEY DEPOSIT:** Contractors should submit their tender accompanied by EMD of value indicated in the tender. It should be paid by bank draft or bankers pay order drawn in favour of the Company along with tenders. Tender without earnest money deposit will be rejected. On finalization of the tender, Earnest Money deposit will be refunded to unsuccessful tenderers without accruing any interest.
- 8) Work has to be carried out without disturbing the normal working atmosphere. No inconvenience should be caused to the employees / officers movements.
- 9) M/s.HMT Machine Tools Ltd., (MBX) reserves the right to accept or reject any tender either in full or in part or to reject all the tenders without assigning any reason.
- 10) Late tenders and conditional tenders are liable for rejection. The company does not bind itself to accept the lowest or any other tender.

- 11) LICENCE: The tenderers who possess the requisite licence from Appropriate Authority will only be considered.
- 12) The Contractor will assist RPFC in settlement of the claims of their employees whenever claims arise either due to terminations, discontinuance or death.
- 13) The Contractor shall maintain all registers and records required for the payment made towards PF & ESI, payment of wages etc., and produce them for verification as and when called for by the Company or by the Inspecting Authorities.
- 14) The Labourers employed for executing the work in this contract shall have qualification and experience as required by HMT Machine Tools Ltd., (MBX). Labourers engaged by you should be healthy and capable of doing work for which their services are intended. They shall be over 18 years of age dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company.
- 15) The contractor shall execute an agreement in a bond paper of worth Rs.200/- (Rupees two hundred only) as per the format given by M/s. HMT Machine Tools Ltd., Bengaluru Complex to carry out the work coming under the scope of work and terms and conditions.
- 16) The Tenderer shall read and understand the scope of work, special terms and conditions, general terms and conditions and other conditions of the tender before submitting the tender for this work and shall agree to abide by the terms and conditions outlined above and these documents shall form part and parcel of the contract awarded to the Contractor. Tenderer should sign all the pages of Tender Form and submit the same along with Technical bid.
- 17) The firms which are registered under MSME and NSIC, Government of India and on submission of such valid registered documents, such firms will be exempted from payment of tender form fee and EMD.

ACCEPTANCE OF THE TERMS & CONDITION BY THE TENDERER

NIT Ref: HMT/MBX/LC/105 Date: 06.08.2024

I am / we are agreeable to furnish the valid registration Certificate immediately but Licence to be produced on issuance of Form V before commencement of Contract.

I / We have understood clearly the areas, scope and nature of works and terms & conditions and shall scrupulously abide by the same.

As a registered contractor, I / We have understood clearly our sole responsibility to faithfully comply with all the requirements of all labour laws including the Minimum Wages Act, GST and Taxation Acts and others as applicable from time to time and the HMT Machine Tools Ltd., shall not in any way be held responsible for any failure or violation on our part.

I / We have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me / us under the contract promptly in due time and rate irrespective of whether M/s.HMT Machine Tools Ltd., has settled our bills or not it is also clearly understood by us that we should ensure that the wages paid are in no case less than minimum wages prescribed and are in the force at the relevant period.

Date:

Signature of Contractor

Name:

Address: