

Name of work: Service Contract of Labour Supply at CFS of MIV Logistics Private Limited, Vallarpadam.

MIV LOGISTICS PVT LTD

Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O

Ernakulam – 682 504

(Phone: 0484 – 2383 000)

No. NIQ/MIVCFS/2023-24/06

Date: 05.06.2023

NOTICE INVITING QUOTATION – LABOUR SUPPLY**Name of Work: Service Contract of Labour Supply at CFS of MIV Logistics Private Limited,
Vallarpadam**

Sealed quotations are invited from by M/s. MIV Logistics Private Limited having its office address at Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam -682 504, so as to reach the under signed on or before 19.06.2023 up to 2.30 pm for Services Contract of Labour Supply at CFS of MIV Logistics Private Limited, Vallarpadam. The quotations received will be opened at 2.30 pm on the same day. The description of works to be carried out is attached along with this document. The fee quoted shall be final and all-inclusive and no extra payment will be made on any account. The quotations shall be submitted by Post/Courier/Hand delivery. However, the Company will be not responsible for non-receipt of Bid before the last date and time of submission of Bids, due to any delays by Department of Posts/Courier agencies.

INSTRUCTIONS TO BIDDERS:

Scope of Services: Service Contract of Labour Supply at CFS of MIV Logistics Private Limited, Vallarpadam. The vendor shall be paid fixed amount on monthly basis as per the terms and conditions & as mutually agreed by the parties.

1.0 Issue of Quotation

The prospective Bidder, can download the documents from the website www.mivcfs.com

The Bidder shall be deemed to have full knowledge of all documents.

2.0 Location of Site – Container Freight Station, MIV Logistics Private Limited, Vallarpadam.**3.0 Visit to site:**

The Intending Bidder shall visit the site and acquaint himself with the requirements.

For Site Visit, please contact- Ph - 98957 99219

4.0 Knowledge of Bid Conditions: The submission of the Bid by the Bidder implies that he has read the Bid documents fully and has made himself aware of the scope and specifications and other factors contained in the Bid. Any plea of misunderstanding or ignorance or conditions put forth subsequently will not be entertained.

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5.0. Submission of Bids:

Bids should be submitted in sealed cover superscribed “**Quotation for Service Contract of Labour Supply at CFS of MIV Logistics Private Limited, Vallarpadam**”

The “Schedule of Quantities” shall be filled up with the Service Charges and kept in a separate sealed envelope, inside the envelope containing the Techno-commercial Bid, super scribed “Price Bid”. The Schedule of Rates shall be complete in all respects and shall not include any other condition including conditional rebate. Price Bids which do not meet this requirement are liable to be rejected.

6.0. Validity of Bids:

The Bids shall be valid for 120 days from the date of opening of the Bid.

7.0. Documents to be submitted along with the Bid:

Tender Fee: Tender fee of Rs. 2,500/- + GST in the form of Demand Draft drawn in favor of MIV Logistics Pvt Ltd, payable at Kochi.

Supporting Documents

1. Registration details of the company
2. Registration for Contract Labour (Regulation and Abolition)
3. Company PAN Card & GST Registration.
4. EPFO/ ESI Codes.
5. Details of Services Certificate.

8.0. Bid Opening:

Bids shall be opened at the time and date, at the office of MIV Logistics Pvt Ltd, Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam – 682 504. Bidder/his authorized representative can be present at the time of opening of the Bids.

GENERAL TERMS AND CONDITIONS

Scope of Services:

Deployment/ Retaining of Loading and Unloading Labour 21 and Equipment Labour 20 and 8 outside labours at CFS Premises.

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1.0 Acceptance of Bid:

1. The Company reserves the right to accept any Bid or reject any Bid without assigning any reason thereof.
2. Bid of any Bidder may be rejected if a conflict of interest is detected between the Bidder and the Company.
3. The Company is not bound to accept the lowest rate for any Bid.
4. Incomplete or conditional Bids, Bids received after the due date, Bids not conforming to the terms and conditions mentioned in the Bid documents, Bids not accompanied by the requisite Tender Fee shall be rejected.

2.0 Price:

The Price quoted by the Bidder shall be firm and irrevocable. There will not be any change in the service charges or any other charge, except for statutory wages. Any change in statutory wages would be paid as applicable and consequent changes would be made in service charges also. (Any change in minimum wages as per notification from time to time, is to be notified)

3.0 Evaluation of Bids:

Bidder shall quote for all Items in the Schedule of Rates. Non-compliance with this requirement shall result in rejection of the Bid.

3.1 Negotiations:

The Company reserves the right to negotiate with the Bidder. Bidder shall attend the concerned office of MIV Logistics Pvt Ltd, Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam – 682 504, for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of the Company.

In case of negotiation, the Bidder should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of the Company within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Bidder fails to comply with this requirement, the Company reserves the right to ignore their revised quotation at its discretion with attendant consequences for the Bidder.

4.0 Notification of award

The Company shall place Service Order or Letter of Intent for the work to the successful Bidder (s), during the validity period of the Price Bid.

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5.0 Contract Period:

The contract shall be for a period of 24 months from the effective date. On satisfactory performance during the initial contract of 24 months, the contract may be extended subject to mutual consent for further period of 12 months, on the existing terms and conditions.

6.0 Commencement date:

The commencement date of the contract is the date of issue of the Letter of Intent for the work, by the Company.

The Company reserves the right to terminate the Contract if the Supplier fails to commence the works within the stipulated time.

7.0 Agreement:

The successful Bidder has to sign an agreement with the Company on non-judicial stamp paper worth Rs. 200/- within 7 days of receipt of the Letter of Intent

8.0 Payments

Payment will made within 30 days from the date of submission of bills. The following documents should be attached with the every month along with invoices failing which bill may not be proceed.

1. Attendance Report
2. ESI / EPFO (Payment Receipts, ECR, Challan)
3. Salary Statement
4. Monthly Invoices

9.0. Non-performance Penalty

In the event the Supplier failing to honor the terms and condition of the Contract, the Company shall be at liberty to make alternate arrangements and any additional cost incurred by the Company in this regard shall be fully recovered from the subsequent Bills of the Supplier.

10.0. General Conditions

1. Remittance of ESI, EPF of the employees shall be the responsibility of the Supplier and the proof of remittance to be submitted along with the monthly invoice.
2. Attendance sheets of employees countersigned by the officer in charge of MIV shall be submitted along with every invoice.
3. The Supplier shall not sublet or sub license or give right or assign the entrusted responsibility of providing supply of manpower to any other person / agency without prior approval from the company.

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4. The staff deployed should co-operate and abide instructions from the representative of the company.
5. The BGC (Back Ground Check) or PCC (Police Clearance Certificate) all new personnel engaged shall be submitted within 15 days from the date of joining. The manpower deployed should be provided with proper ID Cards by the supplier.
6. If the performance of any of the employee deployed is found to be unsatisfactory, he is to be replaced at no extra cost.
7. Manpower to be deployed can be increased or decreased as per the requirement of the company.
8. There shall not be any alterations or amendments in the gross salary.
9. All statutory compliance with respect to all applicable law of the country should be strictly followed. If there is any violation of the laws, the Company reserve the right to take appropriate action or terminate the contract without notice.
10. We need to know the components/break up of salary, hence provide a format with the break up.
11. The percentage on service charges of the contractor should be mentioned in the Annexure 1 of the respective Columns.

11.0 Indemnity

The Supplier shall indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the Company on account of the faults of the Supplier/his workmen. The Company shall forward any such claim/demand or complaint made by any person against the Company to the Supplier. In such event, the Supplier shall be solely liable for the disposal of the said complaint. The Supplier shall indemnify and absolve the Company of all the responsibilities related to the employment condition of their Employees and shall adequately safeguard the Company against any possible Industrial Relations issues of their employees.

The Company shall not have any liability towards employment, remuneration or compensation whatsoever manner made by the Supplier to their Employees. Such demand shall be settled by the Supplier directly.

12.0 Liability

Any damage to life and/or property while performing services for the Company due to negligence/mishandling by the Staff would be to the account of the Supplier.

13.0 Termination

The Contract can be terminated by either Party by serving one month's notice in writing. However, the Company reserves the right to terminate the Contract without notice, in the event of serious breach of Contract by the Supplier.

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14.0 Force Majeure condition

Delivery schedule is subject to force majeure conditions, as under:

If at any time during the tenancy of this Contract, the performance in whole or in part of any obligation of the Supplier under this Contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as “Events”) provided notice of the happening of such events is given by either Party to the other Party within 21 (twenty one) days from the date of occurrence thereof, neither Party shall by reasons of such event, 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. Performance under the Contract shall be resumed as soon as practicable, once the “Event” comes to an end.

15.0 Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Ernakulam to a Sole Arbitrator to be appointed by the Company and the provisions of the Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The decision of the Arbitrator shall be final and binding on both the Parties. The fees of the Arbitrator shall be shared equally by both the Parties.

16.0 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law and the jurisdiction shall be the Court of Law at Ernakulam.

Authorized Signatory
MIV Logistic Private Limited
Cochin –682 504

Date:

Place:

Signature:

Name & Address:

(Seal)

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Annexure – I Schedule of Quantities

SI No	Category	Number	Service Charges (Percentage)
1	Loading and Unloading Head Loaders	21	
2	Manual Loading & Un Loading Through Mechanical	20	
3	Outside Labour	8	
	Total	49	