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MAHARASHTRA STATE MINING CORPORATION LTD
***(A Government of Maharashtra Undertaking)**

Regd. Office:

Udyog Bhawan,
3rd Floor, Civil Lines,
Nagpur – 440 001.
Dt.

Ref No.MSMC/10/

TENDER (For supply of Manpower)

Sealed tenders are hereby invited from eligible registered(Under Shop Act/PWD registration/others)/licensed Manpower supplier firm (Labour contractor) with Labour Department of any State Govt./ Central Govt for the supply of skilled/semi skilled & unskilled manpower for various services and Jobwork basis, on contract basis for the period of one year i.e. June,2010-May,2011, so as to reach this office on or before 28th May, 2010 up to 3:00 PM and shall be opened on the same day at 4:00 PM in the presence of the tenderers or their authorized representatives who wish to be present. The award of the contract will be subject to the fulfillment of terms and conditions given in the detailed tender notice available on website <http://msmc.gov.in/> The tender documents may be collected from office of the MSMC on any working day up to 27th May, 2010 up to 5:00 PM at a cost of Rs.500/- only.

Managing Director

Ad.No 11/2010

SCOPE OF WORK: Supply of skilled/semi skilled & unskilled manpower for various services and jobs on Jobwork basis

TERMS AND CONDITIONS

1. Sealed Tenders are invited from eligible registered (under Shop Act/PWD Registration/others) /licensed manpower supplier firm (Labour Contractor) with Labour Department of any State Govt. /Central Govt.

2. MSMC requires manpower supplier firm to supply the manpower on Monthly wages basis and job basis as detailed in annexure 1, for the year June 2010 –May 2011.

3. Interested manpower supplier firm may quote their rates for engaging manpower on monthly/job basis (Plus service charges, if any in percentage on manpower rate) to be employed by him. All the liabilities of supplied manpower directly or indirectly will be sole responsibility of the manpower supplier firm. The other statutory expenses like EPF, bonus etc will be the responsibility of the supplier.

4. Tender without earnest money of Rs 10000/- will not be accepted.

5. Notwithstanding the above, MSMC reserves the right to accept or reject any tender or annul the tenders process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter or quoters.

6. The manpower supplier firm must fulfill all conditions required under Labour Contract Employment Act.

7. The manpower supplier firm shall be governed by the laws of India and interpretations in accordance with such laws.

8. MSMC is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of MSMC.

9. The manpower supplier firm will submit a certificate regarding Income Tax paid for the last financial year.

10. Turn over for the last financial year of the Contractor should be duly certified by the CA and it should not be less than Rs 5 Lacs.

11. The tender should contain satisfactory performance report from other clients.

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

13. The manpower supplier firm will be responsible for making the payment directly to the supplied manpower by 5th 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.

14. The manpower supplier firm shall make the payment to the supplied manpower by depositing payment in their bank account.

15. If necessary MSMC can decide , the take home wages/ remuneration amount for particular type of manpower (which will be equal or more than minimum prescribed wages laid down for type of manpower as per existing law/ regulations)

16. The manpower supplier firm should make suitable arrangement for supervision of the manpower supplied and other related works.

17. The manpower supplier firm should have experience of at least 1 years to supply the manpower to the Government / Semi government Institutions or big organizations for the various jobs.

18. Cost of tender form is Rs. 500/- (Rupees five hundred only)in the form of DD / Cash . **If the tender form is downloaded from MSMC's web-site then bank draft for Rs. 500/- in favour of the MSMC LTD payable at Nagpur, invariably be attached with the tender.**

19. 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 of the contractor till the execution of new contract whichever is earlier.

20. The manpower supplier firm shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties.

21. In the event of injury, illness or mis-happening to any worker, MSMC will not be liable to pay any compensation. The insurance cover shall include the liability under the workmen's Compensation Act.

22. If required, the supplied manpower will wear proper uniform as approved by MSMC with name plate to be provided by the manpower supplier firm, failing which wages of that day will be deducted.

23. The manpower supplier firm shall have to furnish a performance bank guarantee of Rs.50,000 (Rupees fifty thousand only) before awarding of contract refundable after successful execution/completion of the contract. The earnest money deposited by successful bidder shall only be refunded after he has furnished performance guarantee. The said bank guarantee should be in favour of MSMC LTD, Nagpur.

24. The Services Charges will be primary criteria for evaluation of financial bid.

25. The manpower supplier firm shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason MSMC can impose penalty on manpower supplier firm as it thinks fit.

26. The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Government of Maharashtra or as approved by MSMC and a record of that should be kept in a register, which may be made available for examination to MSMC as and when demanded.

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

28. The manpower supplier firm shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract.
29. The manpower supplier firm shall maintain a complaint book, which should be made available in his Camp Office.
30. 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, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve MSMC in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
31. 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 arrangement till the new contract is assigned to the other party.
32. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of skilled/semi skilled/unskilled manpower despite MSMC having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
33. The manpower supplier firm shall have certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
34. The manpower supplier firm shall submit a copy labour license obtained from the Labour Commissioner along with tender.
35. If case of any damage or loss caused to MSMC's property by the manpower supplied, the same shall be charged from the manpower supplier firm. It must be ensured by the manpower supplier firm by submitting an affidavit on non-judicial paper of Rs. 100/- (Rs. hundred) stating therein that he will bear the loss out of his own pocket.
36. The loss caused to MSMC on account of negligence/dereliction of duties by the employees of the manpower supplier firm, shall be established after a joint inquiry comprising the representatives of MSMC and manpower supplier firm, and MSMC shall be within its right to make it good from the manpower supplier firm.
37. The normal working hours shall be 09.30 AM to 06.30 PM with one hour lunch break from 1.30 PM to 2.30 PM. However the timing may be changed at the discretion of MSMC 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, also for job works and housekeeping the suitable timing will be according to need.
38. The required strength of manpower under various categories is indicative only. However the deployment shall be as per actual requirement to be decided in consultation with the manpower supplier firm and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.

39. The manpower supplier firm shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.

40. The skilled/semi-skilled /unskilled manpower presently working in MSMC on contract basis may be engaged by the manpower supplier firm as per his own terms and conditions and with the existing individual EPF account number.

41. In case of disputes for nonpayment of wages to the supplied manpower or any other disputes, the payment due to the manpower supplier firm can be withheld till settlement of the disputes by MSMC or on the orders of the court of law.

42. The manpower supplier firm may have to make available the manpower as indicated in Annexure 1:-

Annexure 1

	Post	Educational Qualification	Age	Experience
1	Administrative Officer	Post Graduate degree in any Discipline.	Up to 65 years	Should have worked in the capacity Additional Collector/ Dy. Collector or equivalent post in State Govt./Central Govt. & PSU's
2	Civil Engineer	Should have passed Diploma in Civil Engineering.	Up to 40 Years	Experience 5 years in supervising & estimating various Construction projects.
3	Asst. Office Supritendent	Should have degree in any Discipline	Up to 65 Years	Should have experience of working as Senior Clerk/Asst. office Suprintendant/ Awwal Karkoon in Govt. or Semi Govt. Office
4	Sr. Clerk	Degree in any Discipline	Up to 65 years	Minimum 10 to 15 years experience in Government Departments & Undertaking Government Departments
5	Surveyor	1) Should have passed S.S.C. Exam. 2) Should have Surveying diploma.	Up to 50 Years	Minimum 3 Years Experience in Surveying field.
6	Draftsman	1) Should have passed S.S.C Exam. 2) Should have passed ITI Examination in draftsman.	Up to 50 Years	Minimum 3 Years Experience in draftsmanship.
7	Mine mate	Should have passed Mine mate certificate of Competency issued under 1961 by the Director General of Mines Safety, Dhanbad	Up to 33 Years	Experience of working in a opencast mechanized/ Semi-mechanized Mine either as a skilled employees or in a supervisory capacity will be preferred.
8	Heavy Earth Machinery Operator.	Should have passed matriculate & should possess Heavy vehicle driving License.	Up to 40 Years	Candidate having Experience in Operating Heavy machineries.
9	Lift Operator	Minimum S.S.C. Passed	Up to 45 Years	Minimum 2 years Experience in Lift operating & basic maintenance.

10	House Keeping	Cleaning & Maintaining the office building with parking and front area Building has 6 floors with approx.2500 sqft . Rates are to be quoted per floor(including parking and front area) with all material and chemicals(sanitary items)		
11	1)Electrician 2)Plumber 3)Carpenter 4)Drivers 5)Water Tank Cleaning	These facilities are required on Job work basis. Rates are to be quoted per half day(4hrs) basis		

A. Technical Proposal:

- i. Earnest Money Deposit of Rs. 10,000/
- ii. Letter of transmittal
- iii. Experience Certificate at least one year
- iv. Terms & conditions duly signed by contractor on each page
- v. If the tender is submitted on downloaded form, Bank Draft for Rs.500/- in favour of, Maharashtra State Mining Corporation Ltd., Nagpur should be attached
- vi. Attested copy of PAN for deduction of Income-tax at source
- vii. Attested copy of Service Tax Registration
- viii. Attested copy of ESIC and other statutory registrations
- ix. Attested copy of Shop Act/PWD Registration/Labour/ manpower supply license /others obtained from competent authority

B. Financial Proposal:

- i. The financial bid shall be submitted separately in sealed envelope in prescribed format **(FORM F-1)** the monthly wages, epf, esi, service charges, service tax etc should be mentioned separately.
- ii. Unsealed financial bids will be rejected summarily, the firm should bear in mind that service charges in terms of percentage over monthly wages will be predominant criteria for allotment of work.

C. Submission of Tenders

The technical and financial bids should be sealed in two different envelopes and details about type of bid i.e. technical / financial bid, name of firm should be super scribed over it.

D. Important Dates for Submission of Proposal:

- i. Last date for collection of Tender form from Office of MSMC Ltd. : 27.05.2010 up to 5.00 p.m.
- ii. Last date for submission of Proposal to MSMC: 28.05.2010 up to 3.00 p.m.
- iii. Date of opening of Tender: 28.05.2010 at 5.00 p.m.

Managing Director
sd/-

(Form – F1)

To,
The Managing Director,
Maharashtra State Mining Corporation Ltd,
Nagpur

Sub : Regarding Submission of Quotation for Supply of Manpower.

Respected Sir,

S.No	Type of Manpower	Monthly Wage/ Half Day rate	EPF	Other Statutory Charges			Service Charge (in %)	Remark
				ESI				
1	2	3	4	5	6	7	8	9
1.	Administrative officer							
2.	Civil Engineer							
3.	Asst. Office Superintendent							
4.	Sr. Clerk							
5.	Surveyor							
6.	Draftsman							
7.	Mine Mate							
8.	Heavy Earth Machinery operator							
9.	Lift Operator							
10.	House Keeping							
11.	Electrician							
12.	Plumber							
13.	Carpenter							
14.	Driver							
15.	Water Tank Cleaning							

We here by submit the quotation for various categories of manpower required by MSMC.

Note: - 1. Service Tax and Education Cess to be paid extra as applicable.
2. The tenderer should only quote service charges as percentage of Column No. 3

Place:
Date:

Signatures of Tenderer with Stamp

Letter of Transmittal

To,
Managing Director,
Maharashtra State Mining Corporation Ltd,
Udyog Bhawan,
Civil Lines,
Nagpur 440001.

Dear Sir,

We, the undersigned, offer to provide the Skilled/ Semi-Skilled and Unskilled Manpower for one year (June 2010 to May 2011) in accordance with your Tender dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal (Form F-1) are valid till six months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Maharashtra State Mining Corporation Ltd (MSMC) is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

Yours faithfully

Seal of Firm with Registration number

**(Signature/Name of Authorised
signatory/Stamp of firm)**



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)

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Advertisement No. 11/10

MANAGING DIRECTOR

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