



**TENDER DOCUMENT  
FOR  
MANPOWER ENGAGEMENT SERVICE  
CONTRACT  
MAHARASHTRA STATE MINING CORPORATION LTD.  
(MAHARASHTRA GOVERNMENT UNDERTAKING)**

**KHANIKARM BHAVAN,  
PLOT NO. 7 AJANI CHOWEK,  
WARDHA ROAD, NAGPUR-440015**

**Fax: 0712 2253203, Phone No. 2253204, 2253206**

**E- Mail: [info@msmc.gov.in](mailto:info@msmc.gov.in)**

**Website: [www.msmc.gov.in](http://www.msmc.gov.in)**

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# Maharashtra State Mining Corporation Ltd

(Maharashtra Government Undertaking)

## TENDER NOTICE FOR PROVIDING MANPOWER ENGAGEMENT SERVICES

Maharashtra State Mining Corporation Ltd., Khanikarm Bhavan, Plot No.7, Ajani Chowk, Wardha Road, Nagpur-440015 invites sealed tenders under two bid systems from **NAGPUR BASED ELIGIBLE FIRMS /COMPANIES ,( Office located at Nagpur )** for providing Manpower engagement services for its office located at the above mentioned address. Tender Document can be collected from MSMC office on payment of Rs. 3,000/- in case the same is downloaded from our Website than a Draft of Rs. 3,000/- toward Tender fees in favour of MSMC Ltd. must be submitted along with technical bid.

The Sealed bidding document (duly filled and signed Technical Bid and Financial Bid along with EMD) addressed to the Managing Director must be submitted at the above mentioned address on or before Dt 19.01.2023 Up to 17 hrs. Tender received after stipulated time and date shall be rejected summarily.

Cost of Tender Document	: Rs 3,000/-
Earnest Money Deposit	: Rs 1,00,000/- only DD in favour of "MSMC Ltd." Payable at Nagpur.
Issuance of Tender Documents	: From 09 / 01 /2023
Last Date of Submission of Tender	:19.01.2023 , 17.00 hrs
Date and Time of Opening of Technical bid	:20.01.2023 , 15.00 hrs
Date and Time of Opening of Financial bid	:20.01.2023 , 16.00 hrs

The tender document may also be downloaded from our web site [www.msmc.gov.in](http://www.msmc.gov.in) The MSMC Reserves the right to accept/ reject any of the Tender (S) without assigning any reason what so ever and shall be final and binding:

MANAGING DIRECTOR  
Maharashtra State Mining Corporation Ltd.  
Nagpur -440015

## Section –II

Sr.No.	FAQ	Answer
1.	Cost of Tender Document	Rs. 3000.00
2.	EMD	Rs. 1,00,000 ( One Lakh ) Demand Draft should be Submitted in favor of MSMC
3.	Performance Security Deposit	10 % of yearly contract amount by Demand Draft should be submitted in favor of MSMC of Nagpur Standards, payable at Nagpur( Applicable for Successful bidder only)
4.	Address an place of Submission of Tender	Maharashtra State Mining Corporation Ltd. plot no. 7, Ajani chowk, Wardha Road, Nagpur-440015
5.	Tender Document Delivery Mode	Through Speed Post/ Registered Post/ Courier of either by person.
6.	Nagpur based company	Nagpur based company defined as office located at Nagpur, Maharashtra Shop and Establishment registration at Nagpur
7.	Last date and time of Submission	As per Policy
8.	Date of Opening Technical Bid	As per Policy.
9.	Date of Opening Financial Bids of technically Qualified bidder	As per Policy.
10.	Venus of opening tender	MSMC Head Office ( at the above mentioned Address)
11.	All the bid documents from section –III to XII need to be duly signed and sealed. However, the Financial Bid (Section- VIII) will be opened later on.	If signature & stamp in any of the section III to XII found missing, the tender shall communicate on the same, on the day of opening for acceptance.
12.	Duration of Contract	Eleven month from the date of awarding of contract , which is further extendable for a period of two years with same rates and terms & condition; subject to satisfactory performance each year.
13.	Validity of Tender	120 days from the date of opening of tender
14.	Total Number of pages of tender Documents	23 Pages

**TEHNICAL BID SUBMISSION FORM**

Dated.....

**Letter of Bid  
(To be printed preferably on Bidder's letterhead)**

To,  
Managing Director,  
Maharashtra State Mining Corporation Ltd.  
Plot no 7, Ajani Chowk, Wardha road,  
Nagpur -440015

**Ref: Invitation for Bid in respect of Tender Notice dated .....2023**

We, the undersigned, declare that:

1. We have examined and have no reservation to the Bidding Documents.
2. We offer to execute in conformity with the Bidding documents for " Manpower engagement Service contract" for the Maharashtra State Mining Corporation Ltd. Plot no 7. Ajani chowk. Wardha road, Nagpur-440015.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
4. If our bid is accepted, we commit to submit a performance security of 10 % in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government of Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/ lapses of serious nature. **Please submit Notarise affidavit on 100 Rs stamp paper .**
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the MSMC is not bound to accept highest ranked bid/ lowest bid or any other bid that the MSMC may receive.
7. We also declare that ,we are remitting statutory dues / Taxes regularly to govt . and no default was made in this regard .

Yours sincerely,  
Authorized Signatory

**(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)**

Full Name and Designation

Date:

Place:

Stamp:

**CONTACT DETAILS FORM**  
(General Details of Bidder)

- 1. Name of the Company:.....
- 2. Name and Designation of Authorized Signatory:.....
- 3. Location & Address of the registered office:.....
- 4. Phone No./ Mobile No :.....
- 5. Fax:.....
- 6. E-Mail ID:.....
- 7. GST. Registration. No :.....
- 8. PAN. No & Adhaar Card .....
- 9 ESIC REGISTRATION NO:- .....
- 10 PF REGISTRAYION NO :-.....
- 11 MAHRASHTRA LABOR WELFARE BOARD  
LABOR WELFARE FUND ( LWF) REGISTRATION NO .....
- 12 MAHRASHTRA SHOP & ESTABLISHMENT REG.NO.....

**Particulars Details of the Bidders Representatative:**

- 1. Name of the Contract Person: .....
- 2. Designation:.....
- 3. Phone No.: .....
- 4. Mobile no. :.....
- 5. E-Mails Id.:.....

**Undertaking**

- 1. I undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2. The Rates quoted by me are valid and binding upon me for the entire period of contract and period of extension, if any and it is certified that the rate quote are the lowest rates as quoted in any other institution of India
- 3. I /We give the right to the Bureau to forfeit the Earnest Money/ Performance Security Deposit by me/us in case of breach of conditions of Contract.
- 4. I hereby undertake to provide the housekeeping services as per the provisions in the tender documents/contract agreement.

**Signature of the Authorized Signatory**

**Date:Place:**

**Designation:**

**(Office seal of the Bidder)**

## GENERAL TERMS AND CONDITION

1. For the Bidding / Tender Document Purpose, Maharashtra state Mining Corporation Ltd. , Plot No.7, Ajani Chowk, Wardha Road, Nagpur-440015 shall be referred to as 'MSMC' and the Bidder/ Successful Bidder shall be referred to as ' Contractor' and / or Bidder or interchangeably.
2. The Sealed bidding documents should be dropped in the Tender Box at MSMC Nagpur office on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super- scribing. "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelop super- scribing "Tender for Manpower Engagement Contract Services". This third envelope should be sealed and delivered to the Managing Director Maharashtra State Mining Corporation Ltd. Nagpur- 440015.
3. The tender document may be downloaded from our web site. [Www. Msmc. Gov. in](http://www.Msmc.Gov.in)
4. While all efforts have been taken to avoid errors in the drafting of the tender document. The Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
5. Each page of the Tender documents must be stamped and signed by the person or authorized persons submitting the Tender in token of his/ their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the MSMC. **NO PAGE SHOULD BE REMOVED/ DETACHED FORM THIS BIDDING DOCUMENTS.**
6. The bidder shall attach the copy of the authorization letter/ power of attorney as the proof of authorization for signing on behalf of the Bidder.
7. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents are liable to be rejected.
8. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Maharashtra State Mining Corporation Ltd. Nagpur Office, Nagpur.
9. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter send by registered post the Maharashtra State Mining Corporation Ltd. Nagpur Office, Nagpur. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

10. No request for transfer of any previous deposit of earnest money of Performance Security deposit or Adjustment against any pending bill held by the MSMC in respect of any previous work will be entertained.

**11. Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tender fails to observe and comply with the stipulations made herein or back out after quoting the rates, the EMD will be forfeited.**

**If any tenderer violates Govt of India , Ministry of Commerce & Industry ,No 31/14/1000/2014GA Dated 17 Sep 2014 guidelines .their tender shall not be considered and EMD will be forfeited and Strick action shall be taken against them .**

12. Validity of the Bids: The quoted bids shall have the validity for a period of 120 days from the date of opening of the tenders.

13. Opening of Tender: The tender either himself or May authorize any person to be present at the time of Opening of the tender. The person attending the opening of the tender on behalf of the tender should bring with him a letter of authorization as proof.

14. Right of Acceptance: The MSMC reserves all rights to amend or withdraw any of the terms and condition contained in the tender document or to reject any or all tenders without assigning any reason.

15. Communication of Acceptance: - Successful bidder shall give acceptance within 7 days from the date of receipt of the work order, failing which, the work order issued stands cancelled and the EMD will be forfeited. Further, the successful bidder shall pay an amount of 10 % yearly contract amount towards Performance Security which will be adjusted form the EMD.

16. Disclaimer: The near relatives of employees of the MSMC are prohibited from Participation in this tender.

17. Corrigendum/ Amendment to the tender will be affected if required.

18. The tender shall bear all cost associated with preparation and submission of tender form.

19. The bidder shall submit the tender form legibly in English and attach copies wherever required.

20. Bidder sending their bids through courier/ by speed post/ by person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/ Speed post / by Person shall be granted.



21. The Technical Bid will be opened on in the said date and time at our office. If the said day happens to be a closed day due to untoward incident, the Technical Bid will be opened, the next working day.

22. The agencies who Qualifies the Technical bid shall be called for next meeting for opening of Financial Bid for which the date, time and venue will be intimated to the qualified agencies separately.

The Financial Bids of only those bidders who qualify in the Technical bids shall be opened. In case of a Tie in the financial bid the lowest bidders will selected on the basis of the following conditions in sequence.

a) Higher Annual turnover during the last financial year.

23. The bidder or the authorized person of the bidder are allowed to take part in the financial and technical bid opening meeting and they are required to sign the appendance.

24. Absence of bidder or representative shall not impair legality of the opening tender procedure.

25. After opening of Technical bid and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that, the bidders meets the eligibility criteria as specified in the tender documents.

26. The technical bids shall be evaluated based on the available documents submitted by the Bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders. The MSMC may, at its discretion, as any bidder for a clarification of its bid, any clarification submitted by a bidder that is not in response to a request by the MSMC shall not be considered. The MSMC request for clarification and the response shall be in writing.

27. If a bidder does not provide clarifications of its bid by the date and time set by the MSMC, their bid may be rejected.

28. The successful bidder shall enter in to contract and the authorized shall execute and sign the contract agreement in accordance with the article agreement and general conditions and provisions contained in the tender documents before commencement of service.

29. Financial bid will be opened for the qualified technical bidders.

30. Corporation will continue his existing contractual staff and services. and services of new persons as and when required will be selected by service provider .

Existing Contractual staff details

S.N	POST	NO OF EMPLOYEE	BASIC WAGES PAID TO EMPLOYEE
1	Mine Manager	1	32,000 /- Fix Pay
2	Geologist	1	26,250/- Fix Pay
3	Geologist	1	21,000/- Fix Pay
5	Clerk /MTS	4	15,240/-
6	Clerk /MTS	5	14508/-
6	Driver	2	14,508/-
7	HEMM Operator	1	17,780 /-
8	Peon	2	10,200 /-
9	Reception Cum telephone op.	1	15,240 /-
10	Sweeper	1	9,700/-

31 The agency / Service provider shall pay wages as decided by MSMC from time to time to all deployed staff. The agency / Service provider shall issue salary slip to all deployed staff on monthly basis accordingly.

32. Services of contractual staff will be hired only on the post of Clerical staff & MTS as per GR NO शासन परीपत्रक कू. एसआरव्ही २०१७ / प्र कू. ४५५ / कार्यार्.१२ दि ०९ फेब्रवारी २०१८ and the decision taken by BOD in 212 meeting held on Dated 11.09.2018

**Date:**

**Place:**

**(Name and Signature of Tender  
With stamp of the firm)**

**MINIMUM ELIGIBILITY CRITERIA**

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**

2. The agency must have **Nagpur based eligible firms / company office located at Nagpur and must be operational** .( Address proof of the office to be submitted Telephone bill /Electricity bill )

3. Bid Security (EMD): **EMD for Rs. 1,00,000/-** is to be submitted along with tender document only in the form of Demand Draft drawn in favour of “ Maharashtra State Mining Corporation Ltd.” Payable at Nagpur.

4. The agency shall be registered with **Maharashtra shop and establishment, Employees Provident Fund Organization , Employees State Insurance Corporation and Maharashtra Labor welfare board** . Attested copies of relevant document in this regard should be attached in the tender documents.

5. The agency should have **minimum three year experience** in providing Manpower engagement services consecutively in the Government departments / Public sectors (Central of State)/ Private limited company at the time of submitting the tender. Attested copy of relevant document in this regard should also be attached in the tender document.

6. **Income Tax Return of the company / Firm / Proprietor for the last two years** should be enclosed. 2020-21, 21-22

7. **GST Return of the Company / Firm for the last two years** should be enclosed.

9. **EPF (Monthly return) for the month of Aug 22 & Sep 2022**, May be attached.

8. Agency having compulsory registration with Maharashtra shop and establishment /ESIC /PF / Maharashtra labor welfare Board (LWF) Dept .

9. The agency should have had a minimum annual **turnover of RS 1 cr. ( One Crore ) during last Two years** .Copies of Profit / Loss account statement and balance sheets for the financial years duly audited by the CA . Shall be enclosed with the technical bid document.

Date:

Place:

**(Name and Signature of Tender  
With stamp of the Firm)**

## TECHNICAL BID DOCUMENT

**Mandatory details to be provided with seal & Signature else tender will be rejected summarily.**

Sr.No.	Particulars	****
1.	Name of the Tender/ Firm, Location & Address of the registered office , telephone No., Fax No., Mobile No., E- mail , firm Address proof of the office to be submitted Telephone bill /Electricity bill <b>(please attach registration certificate of Firm)</b>	Copies shall be enclosed
2.	EPF Registration No. Document of Monthly Return submitted for the Last two month ( Aug & Sep 2022)	Copies shall be enclosed
3.	ESIC Registration No.	Copies shall be enclosed
4	Maharashtra Shop and Establishment	Copies shall be enclosed
4.	Maharashtra Labor Welfare Board Registration No.	Copies shall be enclosed
5.	Experience certificate from existing Employer/past employer Experience Certificate should be enclosed for Three years. PI attach as per Annex-I	Copies shall be enclosed PI attach as per Annex-I
6.	Income Tax Return for the Past three year ( 2020-21, 2021-22,)	Copies shall be enclosed
7.	GST for the past three years ( 2020-21, 2021-22,)	Copies shall be enclosed
8.	The turnover of the bidder should not be less than Rs 1 Cr ( One Crore ) for last two financial year( ,2020-21, 2021-22,) duly certified by the Chartered Accountants	Audited accounts ( Balance sheet and profit and loss account etc. . for corresponding last 2 Financial year , PI attach as per Annex-II
9.	DD for Rs. 1,00,000/- in favour of "MSMC" payable Nagpur.	No.....dt.....
10.	All the bid documents from section –III to XII need to be duly signed with seal. However the Financial Bid (section- VIII) will be Opened later on.	If signature & stamp in any of the section III to XI found missing, the tender shall communicate on the same for acceptance.

**Date:**

**Place:**

**(Name and Signature of Tender with Stamp of the Firm)**

**FINANCIAL BID DOCUMENT**  
(To be submitted separately in sealed envelope)

The agency willing to provide the manpower service shall give only the service charge (administrative expenses) for one manpower for a month as follows and they should no quote Basis Pay, EPF, ESIC, etc, which will be at part with the Government of Maharashtra notification from time to time.

Sr. no.	Particulars	To be filled and NOT to be left blank
1.	<p>Bid value (administrative Expenses) should be quoted as of % of Basic Pay chargeable for all posts.</p> <p>Bid Value should not include GST Tax which shall be raised in invoice every month in accordance with Government Notification from time to time.</p> <p>Not : only one bid value should be quoted and it should no be bifurcated in any manner</p>	Admin expanses as % of Basis pay

**Note:** Mandatory requirement such as Basis pay, EPF, ESI etc. as per with Government Notification shall be paid to the contractor along with the “ Administrative Expenses”. However, the administrative expenses will be proportionate to the number of manpower deployed and the quoted “ Administrative Expenses” shall not be revised at any cost during the contract period.

Date:

Place:

**(Name and Signature of Tender  
With Stamp of the Firm)**

## Section -IX

### OTHER TERMS AND CONDITION

1. All personnel provided for the manpower engagement service shall be governed by Govt. of India ordinance minimum wages Act/ govt. of Maharashtra Minimum wages Act whichever is beneficial to the employee, EPF, ESI, and Maharashtra labor welfare board and all statutory recovery & remittance shall be taken care by the contractor.
2. All the personal to be provided for Manpower engagement services are bound to work all the days except Government holidays and Sundays. The working hours are 09.30 hrs to 18.00 hrs with lunch break of 13.00 hrs to 13.30 hrs. There shall be no overtime and for absents from duties, necessary deductions shall be made from the monthly bills.
3. The contractor shall liable to pay, the monthly wages on or before 07<sup>th</sup> of succeeding month to his deployed Manpower engagement services personnel in accordance to applicable minimum wages Act. On the basis of duly certified attendance sheet by MSMC. **The agency/ Service provider will first release salary of their deployed manpower and then raise the invoice for the payment.**
4. The contractor shall strictly observe and adhere the following from their deployed Manpower engagement services personnel:
  - Are punctual and arrive at least 30 minutes before start of their duty time.
  - Perform their duties with honesty and sincerity.
  - Extend respect to all officers and staff of the office of the Msmc.
  - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
  - Will not gossip or chit chat while on duty.
  - Will never sleep while on duty post
  - Will not read newspaper or magazine while on duty
  - Will immediately report to the section officer any untoward incident/ misconduct or misbehaviors.
  - Do not entertain visitors.
  - Shall not smoke in the office premises.
  - Doing nothing which is unbecoming of a worked
5. It is the sole responsibility of the deployed manpower engagement services personnel to execute the assigned work perfectly and neatly. If any damages are caused to MSMC Assets while discharging the duty. Suitable amount will be deducted from the contractor's monthly payments.
6. The contractor shall follow the instruction of MSMC from time to time in discharging the duty every day.

7. The MSMC shall have the right to remove any deployed manpower engagement services personnel from the duty that is considered to be undesirable and for the same suitable replacement shall be made immediately.
8. The contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower engagement services work in accordance to the schedule of work.
9. The contractor shall issue photo – identity card to his personnel deployed in the building for performing duty, which will be signed by him and displayed by them on their person while they are in the premises of MSMC.
10. All necessary reports and other information shall be supplied immediately by the contractor as and when required by the MSMC and at regular meeting will be held with MSMC.
11. The contractor shall not employ any person of age below 20 years and above the age of 60 year and they should be sound in health in carrying out the duty and should not have infected diseases.
12. The contractor shall not subcontract the assigned work to any other agencies.
13. The MSMC shall comply with and fulfill the recommendations (if any), if deemed necessary By the MSMC, made in writing by the Contractor in connection with the performance of the services. The MSMC shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contract's employees or agents in connection with the assigned services as soon as possible after the Msmc becomes aware of them.
14. If required amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.
15. The contractor shall raise the invoice / Bill before 07 of the succeeding month for the payment. TDS/ GST etc. are to be deducted at source from the monthly claim/ bill of the contractor, as admissible under the rules.
16. All the payments to the contractor by the MSMC shall be made through NEFT/ RTGS/ DD only with applicable TDS in accordance with the govt. of India guidelines from time to time.
17. Terms of payment of wages etc. once decided at the of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement/ escalation charges on account of revision of wages by appropriate Govt. from time to time shall be payable by MSMC to the contractor.
18. Administrative Service charge (Bid Value) claimed for providing Manpower engagement Services contract shall not be raised at any cost during the contract period for any reason, force majeure etc.
19. On expiry of the Contract, such portion of the said Performance Security Deposit may be considered by the MSMC sufficient to recover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill is settled.

20. In case of any accident caused to the Manpower engagement service during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.

21. The existing experienced contractual staff shall be absorbed by service provider without any condition and new requirement will be initiated by the MSMC needs to be provided by the service provider.

22. Service provider will have to complete terms of 11 months in any condition failing which will be liable to forfeit security deposit

23. The contract shall be for a period of Eleven month from the date of awarding of contract services and the same shall be extended for further period of two years with same rates and terms & conditions subject to mutual consent between the MSMC and contractor and satisfactory performance by the contractor each year.by giving break of one day.

24. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level. Warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed at the rate 10% of the contract value per month.

25. The contract may be terminated by either party by giving Two month notice in writing.

26. The contract may be terminated by the MSMC by giving notice in writing to the Contractor, if in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, and the MSMC is of the opinion that any further continuance of the contract is not in the interest of the MSMC. Then the MSMC shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by the MSMC as well as the performance security is liable to be forfeited.

27. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of , or relating to this contract including interpretation of its terms shall be resolved thorough joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the MSMC in accordance with the provisions of the Arbitration and reconciliation Act 1996 and rules made there under including any modifications, amendments and future enactments there to. The venue for the Arbitration will be Nagpur and the decision of the arbitrator shall be final and binding on both parties.

28. Jurisdiction of Court: All disputes shall be settled within the jurisdiction of the courts in Nagpur only ,

29. The personnel of the agency/ Service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities. The personnel must not in any way act against interest of MSMC.



30. Statutory payment like GST,PF,ESIC,LWF etc. charged on bill has to be paid on time and proof of payment and filling return with respective authority must be submitted along with immediate month invoice failing of which invoice will not be reimbursed

31.The contractor shall abide by all the law of land including Labour law (PF ,ESIC,LWF ,income Tax , Service tax GST ,or any other taxes levied by the government ) companies act ,Tax deduction liabilities welfare measure of its employees and all other obligation that enjoin in such cases and are not essentially enumerated and defined herein ,though any case onus shall be the exclusive responsibility of the contractor and it shall not involve MSMC in any whatsoever ,compliance of these provision shall be ensured at the time making monthly payment .

30. Indemnification: That the contractor shall keep the Msmc indemnified against all claims what so ever in respect of the manpower deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature what so ever it will be the primary responsibility of the contractor will be to contest the same, Further, the contractor shall ensure that no financial or any other liability comes on BIS in this respect of any nature whatsoever and shall keep Msmc indemnified in this respect. The contractor shall further keep the MSMC indemnified against any loss to the Msmc property and assets. The Msmc shall have further right to adjust and / or deduct any of the amounts as afore said from the payments due to the contractor under this contract.

Date:

Place:

**(Name and Signature of Tenderer  
With stamp of the firm)**

**ANNEX –I****Experience certificate**

Details of organizations where such contracts undertaken during last three years ( Enclosed supporting documents).

s. n	Name & Address of the organization ,contact no	No. of personnel supplied	Period of contract	Whether GoM./ Semi GoM/ Autonomous bodies / PSUs / Industries .etc. ( Pl specify )	Amount of contract	Experience Present / past	Reason for termination ( If currently not valid
1							
2							
3							

NOTE This information to be given in envelop no1 Technical bid for annual contract

Date:

Place:

**(Name and Signature of Tenderer  
With stamp of the firm)**

**ANNEX –II**

**CERTIFICATE OF TURNOVER**  
(On agency / Firm letter head)

This is to certify that M/s .....has registered following turnover and profit and loss during last three financial year . ( Enclosed supporting documents).

FINANCIAL YEAR	ANNUAL TURNOVER ( IN CR )	NET PROFIT
2020-21		
2021-22		

NOTE :-This information to be given in envelop no1 Technical bid

The information above information / figures are true and authentic to the best of my knowledge and belief. I/We, am /are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage. Bearing liabilities towards prosecutions under appropriate law.

**Seal & Signature of Chartered Accountant**

Date:-

**(Name and Signature of Tenderer**

**With stamp of the firm)**

**Date & Place**

**FORMAT OF AGREEMENT**

**THE DEED OF AGREEMENT FOR SUPPLY OF MANPOWER FOR VARIOUS JOB ON WORK BASIS FOR MSMC OFFICE ,NAGPUR**

Maharashtra State Mining Corporation Ltd.

Plot No-7,Ajni sq,Wardha Road-Nagpur 440015

Known as party no 1

AND

Known as party no-2

.....

.....

Whereas ,the party No-2 has been instrumental in supply of manpower for various services and job on job basis and has agreed to maintain and effectuate the same for party No 1 and to keep same in working order both parties here by agreed abide by the following terms and conditions and hence the agreement.

**IN WITNESSED ,AGREED AND DECLARE AS FOLLOWS**

- 1.) The agency / contractor will provide the manpower for various services and jobs as mention post in tender.
- 2.) The contract is initially for the period of eleven month (**..... to.....**),however the subject to satisfactory work of the contractor ,the contract can be extended on the same terms and conditions for two terms of eleven month ,by giving a break of one day ,or till the execution of new contract whichever is earlier for various services and jobs as mention post in tender.
- 3.) The existing experienced contractual staff shall be absorbed by service provider without any condition and new requirement will be intimated by the MSMC needs to be provide by the service provider.

- 4.) The contractor has to provide list of available personnel / candidates according to specified age ,qualification ,and experience ,out of which MSMC will select the appropriate candidate .
- 5.) Notwithstanding anything stated above ,Corporation shall have the right to terminate the contract by giving two month's written notice compensation in lieu thereof ,without assigning any reason thereof .
- 6.) The manpower supplier firm shall have to furnish a DD /RTGS/ RS ...../- of (10% of contract value ) before awarding the contract ,refundable after success execution / completion of the contract .The said DD shall be favour of MSMC Ltd Nagpur ,Security deposit is calculated on the basis of current manpower requirement the same may be suitable enhanced in case of increased manpower requirement .
- 7.) The manpower supplier firm will be responsible for making the payment directly to the supplied manpower by 7 th of each month from its own sourced and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc .The contractor will submit the a bill as per approved rate ,on or before 8<sup>th</sup> day of the following month .
- 8.) The manpower supplier firm shall make the payment to the supplied manpower by depositing the payment in their bank account. And the agency /service provider shall issue salary slip to all deployed staff on monthly basis
- 9.) The payments to be made to the contractor are subject to the deduction of taxes ,cess livable by any government as per rule from time to time and will be made after the completion of every month doing the assigned work .
- 10.) Service provider will have to complete terms of 11 months in any condition failing which will be liable to forfeit security deposit.
- 11.) The MSMC herein after called the Corporation has the right to recover the losses ,if arisen due to negligence of the contractor ,or of the personal employed by the contractor ,from the performance security deposit .
- 12) The supplied manpower will adhere at the timing schedule given by MSMC ,failing which suitable action can be taken against them
- 13) The contractor is free to take lawful necessary action on personnel employed by him . the contractor will be liable to settle the dispute ,if any ,that arisen between the contractor and his personnel or among the personnel.
- 14)Charge payable shall be strictly as per percentage quoted in the tender and no additional amount whatsoever will be paid in any circumstances .
- 15) The contractor will be liable to remove personnel employed by him from the corporation after completion of ,or if required by MSMC ,even before contract period or extended period .The contractor will be liable to settle dues of the personnel employed by him at the time of removal.
- 16) The contractor has to ensure that personnel supplied shall have to carry all the task assigned to them from time to time by MSMC

- 17) No residential accommodation will be provided by this office for personnel, or no changes on that account will be borne by the corporation.
- 18) The shift timing as indicated above can be changed as per orders of Managing director /concern officer in charge.
- 19) The agency /contractor shall not transfer or assign or share benefit of this agreement with anyone else without the permission in writing from managing director.
- 20) All the legal formalities required in engaging personnel will be the responsibility of the agency /contractor.
- 21) The agency /contractor will have to follow norms /guidelines as directed by the managing director /concern officer in charge and also as per the laws governing such services.
- 22) The personnel supplied by the contractor should display good behavior at work place during the working hours.
- 23) The dispute arising out of them of this contractor or interpretation of any clause therein shall be settled by mutual discussion between the nominated authority of managing director MSMC Ltd Nagpur. However MD, MSMC Nagpur will be final authorities in solving such disputes.
- 24) The managing Director will pay necessary charges to agency /contractor as per approved lowest rate of the agency /contractor on completion of each month, after getting a bill from the agency / contractor.
- 25) The manpower supplier firm shall have to engage the required number of manpower and in case required number not available on any day, without proper and acceptable reason MSMC can impose penalty on manpower supplier firm as it think fit.
- 26) Statutory payment like GST, PF, ESIC, LWF etc. charged on bill has to be paid on time and proof of payment and filing return with respective authority must be submitted along with immediate month invoice failing of which invoice will not be reimbursed.
- 27) The contractor shall abide by all the law of land including Labour law (PF, ESIC, LWF, income Tax, Service tax GST, or any other taxes levied by the government) companies act, Tax deduction liabilities welfare measure of its employees and all other obligation that enjoin in such cases and are not essentially enumerated and defined herein, though any case onus shall be the exclusive responsibility of the contractor and it shall not involve MSMC in any whatsoever, compliance of these provision shall be ensured at the time making monthly payment.
- 28) If the contractor repeatedly violates the terms and condition of the contract or fails to supply required number of manpower despite MSMC having served him proper notice, the contract shall be liable to be terminated and security so deposited shall be forfeited.
- 29) 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 the security deposited including any other dues will be recovered from him for making alternative arrangement till the new contract is assigned to the other party.

30)The manpower presently working in MSMC on contract basis will be engaged by the manpower supplier firm with the existing individual EPF account number

31)In case of dispute of nonpayment of wages to supplied manpower or any other dispute the payment due to manpower supplier firm can be withheld till settlement of such dispute by ALC/RLC or on the order of the court of law .

32 )All conditions of tender & agreement bind to contractor

33 )The contractor shall be solely responsible for compliance with labor law ,Payment of wages act , Employment Provident Fund act , Workemen compensation act ,Minimum wages act , Industrial disput act 1947 ,Contract labour (Regulation & abolition act ) and other relevant central /state Government acts and rules etc .

34 )The Manging Director shall accept no claim in event of any of the agency's /contractors personnel sustaining any injury ,damages or loss occurring to either person or property either inside or outside the corporation premises

35 )In case any untoward event occurring on duty, the agency will be held responsible ,and no liability of any nature will Bourne by the corporation .

36 )The Managing Director may terminate the contract if agency /contractor or any his associates /employees are found guilty of fraud in respect of these contractor any other contract entered in to by the agency/contractor

37 )The Corporation can increase requirement and decide the shift duty ,place and period from time to time of the manpower for various services and jobs on job basis to be provided by the contractor

Signature

PARTY NO :1.....

PARTY NO :2 .....

witness

1 .....

2.....

**Date:**

**Place:**

**(Name and Signature of Tender  
With stamp of the firm)**