

**MAHARSHTRA STATE WAREHOUSING CORPORATION, PUNE**

(A Government of Maharashtra Undertaking)

(Department of Cooperation, Marketing and Textiles, Government of Maharashtra)

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel. 020-24206842/840/846

Email: - [qcbranch.ho@mswc.in](mailto:qcbranch.ho@mswc.in) Website: [www.mswarehousing.com](http://www.mswarehousing.com)

Inviting of e-tender for the Supply of Skilled, Semi skilled and Unskilled manpower (Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region).

**TENDER NOTICE**

**e-Tender Notice No. MSWC/BD & QC/Cont. HR/07/2021**

Maharashtra State Warehousing Corporation (MSWC) invites tenders only through electronic tendering system (e-tender) from reputed, experienced and registered agency with the pre-qualifying requirements, for the Supply of Skilled, Semi skilled & Unskilled manpower for its offices and warehousing centers located under Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region and Amravati Region.

The bid documents can be viewed from the website of MSWC ([www.mswarehousing.com](http://www.mswarehousing.com)) and downloadable from e-procurement portal <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept, Mumbai Maharashtra State Warehousing Corporation Pune) for a fee of Rs 50,000.00 (Rs Fifty Thousand only) + GST from 15/11/2021 to 09/12/2021(upto 16:00 Hrs). All further details / revisions / amendments in context of this bid document will be available only through above portals.

Bidders are requested to note the following important dates:

1	Issue of tender document	15/11/2021 to 09/12/2021
2	Due date for submission of written queries for document clarifications	22/11/2021 upto 17:00 hrs
3	Pre-bid conference	22/11/2021 at 15:00 hrs
4	Last date for tender with EMD submission	09/12/2021 upto 16:00 hrs
5	Date of technical bid opening	10/12/2021 at 17:00 hrs
6	Date of opening of financial bid	To be communicated separately

Chairman & Managing Director  
Maharashtra State Warehousing Corporation

## MAHARASHTRA STATE WAREHOUSING CORPORATION



GOVERNMENT OF MAHARASHTRA UNDERTAKING

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel.020-24206842/845/846

Email :- [qcbranch.ho@mswc.in](mailto:qcbranch.ho@mswc.in) Website : [www.mswarehouseing.com](http://www.mswarehouseing.com)

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### (e-tender)

Supply of Skilled, Semi skilled and Unskilled manpower  
(Head Office-Pune, Pune Region, Aurangabad Region,  
Nagpur Region, Mumbai Region, Latur Region,  
Kolhapur Region, Dronagiri Node,  
Nashik Region, Amravati Region)

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Cost of tender	:	Rs.50 Thousand + GST (18%)
Earnest money Deposit	:	Rs 75 Lakhs
Security Deposit	:	Rs.150 Lakhs
Performance Bank Guarantee	:	Rs.200 Lakhs

Tender Notice No. MSWC/BD & QC/Cont. HR/07/2021

2022-2023



**MAHARASHTRA STATE WAREHOUSING CORPORATION**  
**PUNE – 411037**

**E-TENDER NOTICE No. MSWC/BD & QC/Cont. HR/07/2021**

(Electronic tendering system only)

**Online E- Tenders for Supply of Skilled, Semi-skilled and Unskilled manpower (Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region) Details are as below,**

S N	Name of Work	Period of Contract	E.M.D. in Rs.	Cost of tender form
1	Supply of Skilled, Semi-skilled and Unskilled manpower (Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region)	2 years	75 Lakhs	Rs.59 Thousand (Rs.50,000/- + GST Rs.9,000/-)

e- tender time table

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1. Agencies are requested to register themselves for E-tender online, Bidding documents can be seen and downloaded from the website <http://mahatenders.gov.in>. (Select Organization – Co-Operation & Marketing Textile, Mumbai) The bid can be submitted in electronic format on the website <http://mahatenders.gov.in> and blank tender document can be accessed.
2. Any queries regarding tender may be communicated to HOD, BD&QC Department, MSWC. by email by 22 November 2021 upto 17:00 hrs (Email Id [qcbranch.ho@mswc.in](mailto:qcbranch.ho@mswc.in) )
3. Right to reject any or all tenders without assigning any reason is reserved with MSWC.

**Chairman and Managing Director**

**MAHARSHTRA STATE WAREHOUSING CORPORATION, PUNE**

(A Government of Maharashtra Undertaking)

(Department of Cooperation, Marketing and Textiles, Government of Maharashtra)

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The bid documents can be viewed from the website of MSWC ([www.mswarehousing.com](http://www.mswarehousing.com)) and downloadable from e-procurement portal <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept, Mumbai Maharashtra State Warehousing Corporation Pune) for a fee of Rs 50,000.00 (Rs Fifty Thousand only) + GST from 15/11/2021 to 09/12/2021 (upto 16:00 Hrs). All further details / revisions / amendments in context of this bid document will be available only through above portals.

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Chairman & Managing Director  
Maharashtra State Warehousing Corporation

### ***DISCLAIMER***

1. Though adequate care has been taken in the preparation of this document, the applicant submitting application should satisfy itself that the document is complete in all respects.
2. The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way with pre-qualification of applicants for participation in the bidding process.
3. The authority reserves the right, without any obligation or liability, to accept or reject any or all the applications submitted in response to this tender notice at any stage of the process, to withhold or withdraw or to cancel or modify the process of this tender, at any time, without assigning any reason whatsoever.
4. The authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

### ***DEFINITIONS / ABBREVIATIONS***

- Bid/Tender** : Tender for supply of Skilled, Semi skilled and Unskilled manpower (Head Office Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region)
- Authority** : “Authority” means Chairman and Managing Director, Maharashtra State Warehousing Corporation or his representative
- ACO** : Attendant-cum-operator
- BD & QC** : Business Development and Quality Control branch of MSWC
- C&G Yard** : Cleaning and grading yard
- CFS** : Container Freight Station
- DEO** : Data Entry Operator
- FCI** : Food Corporation of India
- HOD** : Head of Department
- MSWC** : Maharashtra State Warehousing Corporation
- NAFED** : National Agricultural Co-operative Marketing Federation
- PFP** : Private Public Partnership
- MSP** : Minimum Support Price
- SD** : Security Deposit
- LOI** : Letter of Intent
- PBG** : Performance Bank Guarantee
- QCP** : Quality Control Personnel

### **Schedule of Tendering Process**

1	Issue of tender document	15/11/2021 to 09/12/2021
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## INDEX

<b>Particulars</b>	<b>Page no.</b>
<b>Executive Summary</b>	01
<b>Request Inviting Tender</b>	02
<b><i>Section I: Instructions to Bidders</i></b>	03
<b><i>Section II: Job Description</i></b>	04
<b><i>Section III: Bid Information and Eligibility Criteria</i></b>	07
<b><i>Section IV: Technical Bid and Its Evaluation Criteria</i></b>	12
<b><i>Section V : Financial Bid and Its Evaluation Criteria</i></b>	14
<b><i>Section VI : Terms and Conditions of Contract and Liabilities Under The Contract</i></b>	16
<b>Annexures</b>	i-xxx

### **EXECUTIVE SUMMARY**

Maharashtra State Warehousing Corporation was established on 8<sup>th</sup> August,1957, under the Agriculture Produce (Development & Warehousing) Act,1956, which was subsequently replaced by the Warehousing Corporations Act,1962. The functioning of the State Warehousing Corporation is done on the basis of said Act & the detailed procedure formulated under Bombay Warehouses Act,1959 and Bombay Warehouses Rules,1960 duly amended from time to time. As per the Act, MSWC has two shareholders, one is Government of Maharashtra and another is Central Warehousing Corporation with 50% Shares each. Our Board of Directors consists of 5 directors nominated by Government of Maharashtra and 5 by CWC and Chairman & Managing Director appointed by Government of Maharashtra.

Maharashtra State Warehousing Corporation (MSWC) is one of the oldest State Warehousing Corporations in the country. It was started with 3 warehousing centers and has now grown up to the extent of 205 centers at present with a total capacity of 21.50 Lakhs M.Ts.(as on 31st October 2021). Warehousing activities of MSWC include scientific storage of food grains, fertilizers, industrial goods, cotton bales, cement, and at some places it runs Public Bonded Warehouse. Depositors can avail credit from banks by pledging Warehouse Receipt.

The Corporation has its Administrative Headquarters in Pune. It has 8 Regional Offices located at Navi Mumbai, Pune, Aurangabad, Amravati, Latur, Kolhapur, Nashik and Nagpur. Each Regional Office is headed by a Regional Manager who controls administrative activity in that region comprising of warehousing complexes. Besides the 204 warehousing complexes, MSWC is also running a Container Freight Station situated at Dronagiri Node, Navi Mumbai since 2005.

In addition to the present regular employees, MSWC requires the services of outsourced to human resources for the upkeep of stored stock and its properties, and undertaking construction activities, information technology and accounting related works. The contractual manpower of different categories are required mainly for the purposes of safety and security of stored goods, maintenance of hygiene and quality control aspects of stored goods, updation of all records, computer entries, data feeding prepare /generate reports, online/offline correspondence and work prescribed under the supervision of HOD/Centre Incharge, to prepare drawings regarding warehouse building, office buildings, roads etc., correspondence regarding building plans, Completion Certificate etc., preparation of estimates, preparation of tender documents, supervision on works including new construction works, maintenance and repairs etc., follow-up of seeking of land proposals, scrutiny of bills etc. and any other work assigned from time to time as per the administrative convenience and exigencies of work.

The present tentative requirement of contractual manpower on outsourcing basis is projected as follows :

There are tentatively 207 MSWC locations including Head office, Regional offices and Warehousing complexes.

The detailed location-wise requirement of manpower is at Annexure – I

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## Request Inviting Tender

**Subject: Supply of Skilled, Semi skilled and Unskilled manpower (Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region)**

1. Maharashtra State Warehousing Corporation (MSWC) invites tenders only through electronic tendering system (e-tender) from reputed, experienced and registered bidders with the pre-qualifying requirements, for the supply of Skilled, Semi skilled & Unskilled manpower for its offices and warehousing centers located under Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region and Amravati Region.
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- Pre-bid queries should be sent in the format provided at Annexure -II.
3. Interested bidders may submit their offer as per the details and terms & conditions given in tender document which can be obtained from the e-tendering portal i.e. Mahatender, on payment of INR 50,000/- (Indian Rupees Fifty thousand only) + 18% GST up to 09/12/2021(upto 16:00 hrs) on any working day. The payment will be accepted through e- tendering portal i.e. Mahatender (<https://mahatenders.gov.in>) (Co-operation, Marketing and Textiles Dept, Mumbai||Maharashtra State Warehousing Corporation Pune)
  4. Maharashtra State Warehousing Corporation reserves the right to accept or reject any / all tender offers.
  5. Further information regarding extension of submission of tender, date of opening of tender, amendments, etc. shall be posted on website [www.mswarehousing.com](http://www.mswarehousing.com) and also on <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept, Mumbai||Maharashtra State Warehousing Corporation Pune)

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## **SECTION I : INSTRUCTIONS TO BIDDERS**

### **1.1 General Instructions**

- 1.1.1 The authority invites tender from experienced, qualified and reputed Agencies/Companies (registered in India) for providing the manpower services.
- 1.1.2 The bidders are required to submit a technical bid and a financial bid for providing the manpower services. The bid so submitted will be the basis for evaluation, selection and ultimately, signing of an agreement with the selected firm.
- 1.1.3 This tender document contains information as per following sections:
- ❖ Section I: Instruction to bidders
  - ❖ Section II: Job description
  - ❖ Section III: Eligibility criteria
  - ❖ Section IV: Technical bid
  - ❖ Section V: Financial bid
  - ❖ Section VI : Terms and conditions of contract and responsibilities of contractor
- 1.1.4 All bids would be evaluated in terms of eligibility criteria of the bidders, technical feasibility of the bid proposals. Only those bid proposals which qualify the technical parameters, will be financially evaluated.
- 1.1.5 Bidders are required to read carefully the contents of this document and to provide required information, as per the checklist so that capabilities of the bidders can be fully appreciated and assessed. Submission of a bid in response to this tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.1.6 The tender document can be obtained from the e-tendering portal i.e. Mahatender, on payment of INR 50,000/- (Indian Rupees Fifty Thousand only) + 18% GST which should be paid online.
- 1.1.7 The bidder shall bear all costs associated with the preparation and submission of its tender bid, including any visit to the MSWC offices/complexes (for familiarization with local conditions and take into account in preparing the proposal) or for the purposes of clarification of the bid. Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 1.1.8 At any time prior to the last date for submission for tender proposals, authority, may, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, modify the tender document by an amendment(s). Also in order to provide prospective bidder reasonable time to take the amendment(s) into account for preparing their proposals, authority may, at its discretion, extend the last date for receipt of proposals and/or make other changes in the requirements set out in the invitation for tender.

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## **SECTION II: JOB DESCRIPTION**

### **2.1 Manpower Details**

Maharashtra State Warehousing Corporation intends to enter into an agreement with an agency for supply of skilled, semi skilled and unskilled manpower to be deployed at the offices and/or warehousing complexes situated in Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region and Amravati Region. The details regarding submission of the bids along with date of pre-bid meeting has been highlighted in the Bid Data Sheet Annexure - III.

Proposed categories of manpower to be deployed by the Agency and the expected deliverables are as follows :

MSWC requires the services of outsourced to human resources for the upkeep of stored stock and its properties, and also for construction activity, information technology and accounting related works. The contractual manpower of different categories are required mainly for the purposes of safety and security of stored goods, maintenance of hygiene and quality control aspects of stored goods, updation of all records, computer entries, data feeding, prepare /generate reports, online/offline correspondence and work prescribed under the supervision of HOD/centre in-charge, to prepare drawings regarding warehouse building, Office buildings, roads etc., correspondence regarding building plans, Completion Certificate etc., preparation of estimates tender documents, supervision of works including new construction works, maintenance and repairs etc., seeking of land proposals, scrutiny of bills etc. and any other work assigned from time to time as per the administrative convenience and exigencies of work.

Following category of personnel are required by the Corporation which need to be provide by the agency.

#### **2.1.1 Attendant-cum-operator(ACO) :**

For the purposes of safety and security of stored goods, maintenance of hygiene and quality control aspects of stored goods, maintenance of fire fighting equipment, prophylactic and curative treatment to the fumigable stocks, cleaning of office building, office premises, C&G yards etc.

The Agency should arrange for gunmen as & when required to control local nuisance. It is also required that the Attendant-cum-operators should guard the premises during his duty hours and should leave warehouse after completion of his duty hours, only after the handing over of his charge along with godown lock positions etc./safety information to another Attendant-cum-operators who will relieve him after taking complete charge from him. This way the 'contractor' shall not leave warehouse/location unguarded during entire 24 hours a day for whole month. A detailed Scope of Work of ACO is at Annexure -IV.

**2.1.2 Data Entry Operator (DEO) :**

Updation of all records, computers entries, data feeding prepare /generate reports, online/offline correspondence and work prescribed by under the supervision of HOD/Centre in-charge.

**2.1.3 Science Graduate/QCP :**

To assist Storage Superintendent in receipt of the FCI Stock, to prepare a complaint as per norms of FCI and to submit it to FCI through Storage Superintendent within time limit, to preparing indent regarding insecticides, fumigation, dunnage material, fire fighting& other equipments, to keep records regarding moisture meter, fumigation, spraying of insecticides and to undertake prophylactic and curative treatments as per the schedule. To keep quality record of food grain receipt wise, stock-wise etc. and to be responsible for upkeeping of quality. To undertake fortnightly quality inspection of the stocks and to take necessary steps for keeping stock in good health. To get the entries updated in respective registers, bin cards, stack cards etc. through concerned godown keepers, Maintenance of registers & submission of reports through Storage Superintendent to MSWC authorities, FCI, will be the responsibility of Quality Control Personnel.

To assist Storage Superintendent in receipt of the Nafed Stock of toor, udid, moog, soyabean & in undertake prophylactic and curative treatment as per the schedule given by NAFED. to prepare, update reports, submission of reports, preparation of losses cases statements regarding STL/RTL & its timely submission. A detailed scope of work of Science Graduate/QCP is at Annexure -IV

**2.1.4 Driver :**

He should have valid driving license of L.M.V./H.M.V. with 5 years experience and should have basic knowledge of automobile.

**2.1.5 Specialized Technical hand :**

**2.1.6 Draftsman :**

To prepare drawings regarding warehouse building, office buildings, roads etc., correspondence regarding building plans, Completion Certificate etc., to prepare and maintain layout of lands. To do all work with as described by the authority of MSWC.

**2.1.7 Junior Engineer (Diploma with 3 yrs experience):**

Preparation of estimates tender documents, supervision of works including new construction works, maintenance and repairs etc., follow-up of land proposals, crutiny of bills. etc.

**2.1.8 Senior Engineers (Diploma holder with 7 yrs experience/ Degree holder with 5 yrs experience) :**

**2.1.9 Any other personnel as per the requirement of MSWC. The remuneration and other criteria will be decided by MSWC from time to time as per the exigencies of work.**

## 2.2 Locations

2.2.1 Tentative deployment sites and requirement of manpower are as follows :-

Sr. No	Offices and warehousing centers	No. of locations	No. of ACO	No. of DEO	No. of QCP	No. of Driver	No. of Spl. Tech. Hand	No. of Drafts man	No. of Jr. Engg. Diploma	No. of Sr. Engg. Degree/ Diploma	Total
1	Head Office, Pune	1	24	58	2	5	2	1	0	6	98
2	Pune	34	121	43	7	1	0	0	0	2	174
3	Aurangabad	23	105	27	7	0	0	0	0	5	144
4	Nagpur	20	68	13	4	1	0	0	0	4	90
5	Mumbai	7	21	6	1	1	0	0	0	1	30
6	Latur	33	236	40	6	1	1	0	0	3	287
7	Kolhapur	19	86	37	7	1	0	0	0	2	133
8	CFS, Dronagiri Node	1	19	9	0	0	0	0	0	0	28
9	Nashik	37	140	40	6	0	0	0	0	2	188
10	Amravati	32	250	32	10	1	0	0	0	2	295
	<b>Total</b>	<b>207</b>	<b>1070</b>	<b>305</b>	<b>50</b>	<b>11</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>27</b>	<b>1467</b>

The detailed location-wise requirement of manpower is at Annexure -I. It may be noted that, any increase or decrease in the no. of locations will not have any impact in the service charges payable by MSWC to the agency.

## 2.3 Minimum required qualifications and experience :

The minimum required qualification and experience of 8 categories of manpower is at Annexure - V

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### **SECTION III: BID INFORMATION AND ELIGIBILITY CRITERIA**

#### **3.0 Bid Document Information**

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender document may wish to consult their own legal advisers in relation to this tender. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by MSWC on the basis of this tender.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MSWC. Any notification of preferred Bidder status by MSWC shall not give rise to any enforceable rights by the bidder. MSWC may cancel this tender at any time prior to a formal written contract agreement being executed by or on behalf of MSWC. This tender supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the tender document.

#### **3.1 Availability of tender document**

The bid documents can be viewed from the website of MSWC ([www.mswarehousing.com](http://www.mswarehousing.com)) and downloadable from e-tendering portal <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept, Mumbai Maharashtra State Warehousing Corporation Pune).

#### **3.2 Preparation and Submission of Proposal**

##### **3.2.1 Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every aspect will be at the bidder's risk and may result in rejection of the proposal. The tender document is not transferable to any other bidder.

##### **3.2.2 Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and MSWC, shall be in English and/or Marathi language only.

### **3.2.3 Submission of Bid on e-tendering portal**

The bidder is responsible for registration on the e-tendering portal at their own cost. The bidders are advised to go through the e-tendering guidelines and instructions, as provided on the e-tendering website, and in case of any difficulty related to e-tendering process, may contact the helpline number mentioned on the website. The bidder shall submit the proposals online and are requested to note the following:

- (i) The technical proposal and financial proposal should be submitted only through the e-tendering portal.
- (ii) Technical proposal - scanned copy in PDF file format (***text Searchable format***), signed on each page, with file name clearly mentioning: "Technical proposal documents for MSWC tender No. MSWC/BD & QC/Cont. HR/07/2021. The proposal should be as provided in tender document.
- (iii) Financial proposal – financial proposals would be filled in and scanned copy in PDF file format (***text Searchable format***), signed page should be uploaded on e-tendering portal.
- (iv) The Financial bid would cover all that is required to meet and deliver successfully the scope of work as mentioned in this tender and should be inclusive of all the expenses/costs including applicable levies, duties, cess, fees etc. but excluding GST.
- (v) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids. The same should be raised at the time of pre-bid conference.
- (vi) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- (vii) The bid has to be submitted only online through [www.mahatenders.gov.in](http://www.mahatenders.gov.in) website on payment of fees of Rs. 50,000/- + GST. No physical submission of bids would be acceptable.

### **3.2.4 Late Bids**

Proposal after due date and time shall not be accepted.

### **3.2.5 Bid Validity**

The tender will be valid for a period of 120 days from the due date of submission of proposal as mentioned in this tender or subsequent corrigendum (if any).

### **3.2.6 Cost and Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and MSWC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

### **3.2.7 Interpretation of the clauses in the Bid Document**

In case of any ambiguity in the interpretation of any of the clauses in the tender, by signing this tender document, the bidder agrees to abide by the interpretation of the clauses by the Chairman & Managing Director, MSWC and which shall be final and binding on the bidder. The decision taken by MSWC in the process of bid evaluation will be full and final.



### 3.2.8 Amendment to Bid Document

At any time prior to the deadline for submission of bids, MSWC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify/amend the bid documents. All such communication shall be posted on website and bidders are requested to visit the e-tendering website for updates, modification and withdrawal of offers.

### 3.2.9 Bid Data Sheet

Particular	Details
Tender number	<b>MSWC/BD &amp; QC/Cont. HR/07/2021</b>
Client	Maharashtra State Warehousing Corporation, A Government of Maharashtra Undertaking
Address and concerned person for correspondence	Chairman and Managing Director 583/B, Market Yard, Gultekadi, Pune, 411 037. Phone: +91-020-24206800, 840
Point of contact related to this bid document	Mrs. Swati A. Shinde, Manager (BD & QC); +91-8408882551/ 020-24206846; <a href="mailto:qcbranch.ho@mswc.in">qcbranch.ho@mswc.in</a>
Cost of bid document	Non-refundable fee of Rs 50,000.00 (Rs. Fifty Thousand only) + GST of 18% to be paid online e-tendering portal.
EMD	Earnest Money Deposit of Rs.75,00,000/- (Rs. Seventy Five Lakhs Only) has to be paid online through e-tendering portal EMD in any other form like Cash or Cheque or F.D.R or D.D will not be accepted. Any type of Exemption for EMD & SD is not applicable to any type of agency. Every tenderer has to pay EMD online.
Security Deposit (SD) amount	Rs. 150 Lakhs (to be deposited by the successful bidder) to be deposited through D.D./ RTGS
Method of submission of tender	Only through e-tendering portal
Pre-bid meeting	22 <sup>nd</sup> November, 2021 (15:00 hrs) at H.O. Maharashtra State Warehousing Corporation, near Market Yard Post Office, Gultekadi, Pune-37.
Bid and EMD submission	On or before 09/12/2021 upto 16:00 hrs
Date and time for opening of technical bid	On 10/12/2021 At 17:00 hrs
Date and time for opening of financial bid	Will be notified to the technically qualified bidders by email
Performance bank guarantee	Rs. 200 Lakhs (to be deposited by the successful bidder within 7 days from the date of issue of LoI) drawn on any Nationalized bank
Bid validity	Minimum 120 days from the due date of submission of tender or subsequent corrigendum (if any)

**Note:** All corrigendum/ addendum shall be uploaded on the e-tendering portal.



### **3.3 Earnest Money Deposit (EMD)**

- (i) The bidder shall furnish a Earnest Money Deposit (EMD) as detailed in bid data sheet.
- (ii) No interest shall be payable on EMD under any circumstances. EMD of unsuccessful bidder's shall be discharged or returned within 60 (Sixty) days of expiration of the period of proposal validity or after awarding tender to successful bidder. In case of successful bidder, the EMD can be converted as SD upon submission of written request to this effect and signing of agreement as well as submission of performance bank guarantee. The EMD shall be forfeited, on account of one or more of the following reasons-
  - ( a )If a bidder withdraws its bid during the period of bid validity.
  - ( b )If the bidder fails to sign the agreement in accordance with terms and conditions (Only incase of a successful bidder)
  - ( c )Fails to furnish performance bank guarantee(PBG) as specified in Annexure - X
  - ( d )Information given in the proposal is found false/incorrect/misleading.

### **3.4 Communication**

- Only written communication with / from / between MSWC and bidder prior or post award of contract will be valid. All oral / verbal instructions have to be recorded in writing and approval taken to be considered as a valid instruction.
- All communication shall be addressed to the Chairman and Managing Director, Maharashtra State Warehousing Corporation.

### **3.5 Eligibility Criteria**

Only those tenderers who possess the following eligibility criteria shall apply. Tenderers shall submit/upload documentary proof of eligibility criteria in desired format as detailed in the tender schedule. Tenders not meeting the eligibility criteria will summarily be rejected. Following are the mandatory documents to be submitted/uploaded by tenderer.

- 3.5.1 The tenderers shall be a legal entity. Either in the form of Public Limited Company, Private Limited Company, registered under Company Act, 1956/2013 or registered partnership firm. Tenderer has to furnish registration of ROC/registration certificate issued by registrar of firms. No director or partner should be insolvent or filed for insolvency at the time of making the application.
- 3.5.2 Tenderer should be regular in filing statutory returns of Income Tax, GST, PF, ESI, Professional Tax and should submit document in support of this.
- 3.5.3 Tenderer should submit last three years audited balance sheet.
- 3.5.4 Tenderer should have satisfactorily completed similar nature of job of providing manpower services of minimum of 750 contractual employees at any Fortune-500 company, State PSU/ Central PSU, State/Central Govt. Department having at least 4 regions of MSWC, in financial year or any of last preceding three financial years .Total completed value for such single work should not be less than Rs.18.00 crores (Eighteen crores).

Tenderers have to produce attested documents/certificates in its respect in the form of completion or part completion certificate & work orders. Both completion or part completion certificate & work orders are compulsory.

- 3.5.5 The Minimum average annual turnover of the tenderer for the last three financial year i.e. 2018-19, 2019-20, 2020-21 should not be less than 36.00 (Thirty-six) crores. Tenderer has to submit sufficient proof in the form of audited financial statement and chartered accountant certificate certifying the turnover for last 3 years. With ITR copy should be submitted to the respective authority before due date.
- 3.5.6 The tenderer should submit positive Net Worth Certificate with UDIN (Unique Document Identification Number) for last three years.
- 3.5.7 Tenderer should have minimum 750 (seven hundred and fifty) employees on its payroll, proof of the same in the form of PF Challan, ESI Challan not older than three months along with its payment receipts to be submitted.
- 3.5.8 Tenderer should submit solvency certificate to the extent of Rs.10 Crore from any nationalized/scheduled bank which should not be more than six months old.
- 3.5.9 Tenderer should have valid Provident Fund Registration Certificate, and latest paid challan of last P.F. paid should be provided.
- 3.5.10 Tenderer should have valid ESIC registration certificate and latest paid challans of the same should be submitted.
- 3.5.11 Tenderer should have valid GST registration certificate in the name of applicant/tenderer and latest paid challans of the same should be submitted.
- 3.5.12 Tenderer should submit copy of valid license from labour commissioner to employ contract labour under Contract Labour Act.
- 3.5.13 Tenderer should submit copy of Registration/policy for gratuity taken from LIC.
- 3.5.14 Tenderer should submit certified copy of PAN card.
- 3.5.15 Tenderer should submit an affidavit/ undertaking stating that he/she is not black-listed/debarred by any Fortune-500 company, State PSU/ Central PSU, State/Central Govt. Department( Proforma of Affidavit/Undertaking is at Annexure-XI)

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#### SECTION IV : TECHNICAL BID AND ITS EVALUATION CRITERIA

- 4.1** The bidders must satisfy themselves that they meet technical qualifications as detailed against Section 3.5. The technical evaluation which is a qualifying criteria for opening up the financial bid would be evaluated. For the sake of clarification, the evaluation of technical bid will be carried out on the basis of documents mentioned below :
- 4.1.1 Registration details of the firm
  - 4.1.2 Attested copies of the GST Registration No./ Enrollment copy.
  - 4.1.3 EMD & tender fee paid online. Scanned copy of slip generated by e-payment gate way mentioning UTR number should be submitted in the technical document.
  - 4.1.4 Positive Net Worth Certificate certified by with UDIN (Unique Document Identification Number) for last three years.
  - 4.1.5 Valid Registration Certificate with employee's Provident fund
  - 4.1.6 Copy of relevant P.F. payment challan in support of deployment of at least 750 employees
  - 4.1.7 Valid E.S.I.C Registration Certificate
  - 4.1.8 Copy of relevant E.S.I.C payment challan in support of deployment of at least 750 employees
  - 4.1.9 Photo copy of PAN card
  - 4.1.10 Registration under Professional Tax Act.
  - 4.1.11 Tenderer should submit last three years balance sheet duly certified by C.A., annual turn over of tenderer should not be less than 36 Cr. (Rs. Thirty-six Cr. only) Duly attested documents in its respect is mandatory. Copy of Income Tax Return for last three financial years.
  - 4.1.12 Copy of Registration/Policy for Gratuity taken from LIC.
  - 4.1.13 Experience of the similar nature of work experience in providing manpower, single work value of Rs.18.00 crores for single year.
  - 4.1.14 Minimum 750 number of employees on tenderer's pay roll/muster roll presently.
  - 4.1.15 Solvency Certificate to the extent of Rs. 10 Crore from any Nationalized/Scheduled bank which should not be more than six months old.
  - 4.1.16 Valid license from Govt. Authority to employ contract labour under Contract Labour Act.
  - 4.1.17 Affidavit declaring that the agency has not been debarred/black-listed
- 4.2** **Technical bids shall be opened on 10/12/2021 at 17.00 hrs** in the presence of bidder or their authorized representatives who choose to attend the opening of bids. Only authorized representative with authority letter on the letter head of bidding company duly signed by the bidder will be allowed to attend the technical bid opening meeting.

- 4.3** Bids complying with all the eligibility requirements mentioned in the tender document shall be treated as substantially responsive bids.
- N.B.1.** The "Technical Bid" shall contain EMD and all other technical details/documents in support of the claim. There will be no mention of prices anywhere in the Technical Bid.
- N.B.2.** Documents in support of the claim must be submitted by the bidders along with the technical bid.

Proforma of Technical evaluation sheet is at Annexure - VI

## **SECTION V : FINANCIAL BID AND ITS EVALUATION CRITERIA**

### **5.1 The financial bid**

- 5.1.1** The financial bid will contain percentage of service charges on consolidated remuneration payable to all type of Human Resources under Un-skilled, Semi-skilled and Skilled categories for Municipal Corporation area (zone-I) and Non-Municipal Corporation area(zone-II and III). Detailed cost sheet required types of manpower under these 2 areas is at Annexure-VII. It may be noted, bidders are required to quote the percentage rate (**only once**) applicable to all types of Human Resources in all areas. A format for financial bid is prescribed in Annexure-VIII. The percentage quoted should take into consideration all items of work and cost but without GST. GST will be paid separately. The price bid should be unconditional and any conditional financial proposal shall be rejected summarily.
- 5.1.2** The percentage rates shall be quoted by the bidder both in number and in words. Figures in words will prevail.
- 5.1.3** The percentage quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the authority.

### **5.2 Evaluation of proposals:**

- 5.2.1 Financial bids** of all those bidders who found to be substantially responsive shall be opened, at the given date and time.
- i. Financial bids of the technically qualified bidders shall be opened on e-portal and in the presence of representatives (if available) of technically qualified bidders who may desire to be present during the opening of the financial bids.
  - ii. After opening of financial bids, the authority shall examine the bids to determine whether they are unconditional and are complying with the requirements of this tender document.
  - iii. In case of discrepancy in words and figures, the percentage quoted in words shall be treated as final.
  - iv. After the public opening of financial bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award contract shall not be disclosed to bidders or other person not officially concerned with such process until the award of the contract to the successful bidder has been announced.
  - v. Any effort by a bidder to influence the authority or any of its representatives in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award to contract, may result in the rejection of the bidders bid.
  - vi. The percentage indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omission, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted percentage shall be that of the bidder.

- vii. The bidder shall be responsible for any arithmetic errors in the submitted financial bids.
- viii. The authority may reject any or all proposals if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the scope of the work or they involve substantively higher cost.

### **5.3 Financial Bid Evaluation and criteria for selection:**

- 5.3.1 For financial evaluation of price bids, the percentage quoted by the tenderer in price bid (Annexure- VIII ) for supply of manpowers will be the sole factor. The L-1 bidder will be declared as the successful bidder.
- 5.3.2 In case of more than 1 bidders, emerge as L-1, the work will be apportioned amongst the L-1 bidders.
- 5.3.3 The decisions of Chairman and Managing Director of MSWC would be final and binding on all bidders.
- 5.3.4 The successful tenderer who is awarded the contract may be required to submit the complete rate analysis with required information in support of their supervision charges.

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## SECTION VI : TERMS AND CONDITIONS OF CONTRACT AND LIABILITIES UNDER THE CONTRACT

### 6.1 Award of Contract

The authority shall issue LOI to the successful bidder by mail that his bid has been accepted. The LOI shall constitute the formation of the contract.

### 6.2 Period of Contract:

- 6.2.1 The contract shall remain in force for a period of two years from the date of agreement as per work order. The contract may be extended for a further period of one year as per the same rates, terms and conditions of the contract by mutual consent but at complete discretion of the MSWC.
- 6.2.2 The Chairman & Managing Director reserves the right to terminate the contract at any time if the performance of the contractor is found unsatisfactory by giving 30 days' notice in writing to the contractor. The contractor is not entitled for any compensation by reason of termination. However, in the event of any breach or non-performance of the any of the conditions of the agreement, Corporation reserves the right to terminate the agreement with immediate effect without giving any notice and adjust losses faced by it from the contractors' bills, deposit or bank guarantee.
- 6.2.3 In the event of the contractor is found to have committed breach of the terms and conditions of contract, the Corporation will blacklist/debar the contractor / Agency for a period which Corporation may deem fit.
- 6.2.4 Corporation reserves the right to add / alter or amend, operation wise change to meet the requirement of Corporation, need if arises so, any condition of terms and conditions of the contract and in the agreement as and when found necessary during the period of contract, such changes will be binding on the contractor.

### 6.3 Signing of Contract

The successful bidder has to sign an Agreement with the authority in the proforma given in **Annexure -IX**. With in 07 days from the date of receipt of the award of contract, the successful bidder shall sign with seal on the stamp paper with appropriate value and submit it to the authority. The cost of stamp duty and registration fee are to be borne by successful bidder.

### 6.4 General Terms and conditions of contract:

#### 6.4.1 Acceptance of tender :

The tenderer whose tender is accepted will have to give acceptance of the order within 07 days from the date of receipt of the LOI by him. Otherwise it will be at the discretion of the Corporation to take a suitable decision.

#### 6.4.2 Validity of offer :

The offer by tenderer will be valid up-to 120 Days from the date of opening of financial bid.



**6.4.3 Selection of personnel :**

Successful tenderer will be responsible for selection of personnel for performing the operations. In case Corporation has specific objection to posting of a certain person for duties at its premises, the matter will be mutually decided upon in such a way that the Corporation's interest is safeguarded and the final decision will be of the Corporation.

**6.4.4 Safety and security of MSWC property :**

Successful tenderer shall comply with all reasonable directions and instructions concerning security/ safety arrangements, for security/ safety of the Corporation's property which may be given by the Corporation from time to time.

**6.4.5 Police verification :**

Agency have to submit Police verification (i.e., Character verification) Certificate of every Skilled, Semi-skilled & Unskilled manpower from respective Police Station.

**6.4.6 Behavior of deployed manpower :**

The behavior of the Skilled, Semi-skilled & Unskilled manpower should be of helping nature, polite and should not create any problem with the employees of the Corporation.

**6.4.7 Employees belong to the Agency :**

The Skilled, Semi-skilled & Unskilled manpower provided by the Agency at the premises of Corporation shall for all purposes, be and be deemed to be the employees of the Agency under its overall control and supervision and shall be dealt with accordingly.

**6.4.8 Compliance of legal provisions :**

Agency will be responsible for all legal provisions under various applicable Acts and Rules. Contractor will have to comply with the provisions of the Factories Act, PF Act, ESI Act, Professional Tax Act, Bonus Act, Payment of Gratuity Act, Disaster Management Act and all new circulars issued by State/Central Government, as applicable from time to time.

**6.4.9 Physical fitness and training of personnel :**

Skilled, Semi skilled & Unskilled manpower provided should be physically and medically fit, mentally alert persons. Persons more than 50 years of age should not be deployed. The staff provided should be well-trained in proper reporting, vigilance, firefighting and other allied areas connected with security & safety. The replacement for any injured contractual employee should be done immediately without any effect on work allocated by the Corporation. There should also be police clearance certificate for the contractual employees of the Corporation.

**6.4.10 Muster roll and biometric system :**

The Agency will have to maintain the muster roll at every warehouse and MSWC offices for their employees as per the requirement of the Corporation. However, after MSWC installs biometric machines at MSWC warehouses/offices only the attendance on biometric system will be considered.

**6.4.11 Identification of personnel :**

The Skilled, Semi-skilled and Unskilled manpower supplied by Agency shall carry with him/her Identity Card/Certificate duly issued by the contractor for checking and satisfaction by the Corporation as and when needed.



**6.4.12 Compliance of all statutory provisions :**

Compliance of all statutory provisions in respect of P.F., Gratuity, Bonus, ESI and leave salary will be the responsibility of the Agency.

**6.4.13 Supply of leverages:**

The Agency will have to provide coats, shoes, for Attendant-cum-Operators in rainy season and overcoats for winter season and torches and stationeries and relevant necessary facilities to its employee to enable them to attend duty in time, at its own expenses.

**6.4.14 Shift duty and duty hours :**

The shift-wise duties to the Attendant-cum-Operators to be posted at the MSWC's centers/places as communicated by the Corporation from time to time will be allotted by the party in consultation with this Corporation. Any replacement in case of absence due to leave, sickness, ESI leave, transfer, etc. will be provided by the Agency under its own arrangements. Shift duty will be for minimum 8 hours. No employee in any case should continue duty beyond 16 hours, that too in exceptional cases only. It will be the duty of the Contractor to make substitute arrangements and the weekly duty hours should be as per legal provisions.

**6.4.15 Days of services :**

One month means one calendar month either of 30 or 31 days. One month's service means provision of service on all days of the month. If the Agency fails to provide Skilled, Semi-skilled & Unskilled manpower then M.S.W.C. , holds the right to deploy Skilled, Semi-skilled & Unskilled manpower at the risk and cost of Agency and the penalty will be imposed on the Agency as may be decided by the Chairman & Managing Director, MSWC.

**6.4.16 Furnishing of information to MSWC :**

Agency will furnish to MSWC information data with regard to statutory requirement as and when asked for.

**6.4.17 Payment to employees :**

Agency will be required to make payment to its employees as per approved cost structure before tenth of next month without waiting for any payment from MSWC as this payment is always subject to verification of submitted claims. If the agency makes default in making timely payment to its employees, it shall be treated as violation of contract and service of the selected agency will be liable to be terminated.

**6.4.18 Payment of Bonus to contractual employees :**

The bonus amount as reflected in the cost sheet would be retained by MSWC and would be released to the contractor after end of the financial year but not before one month of the commencement of Diwali festival, as per the provision of the Payment of Bonus Act, 1965. The contractor will have to furnish the proof of payment of Bonus immediately after making the payments to employees

**6.4.19 Liability for Payment of Gratuity :**

The contractor shall abide by Section 4A of the Payment of Gratuity Act 1972 and shall obtain an insurance in the manner prescribed, for his liability for payment towards the gratuity under the Payment of Gratuity Act 1972, from the Life Insurance Corporation of India established under the Life Insurance Corporation of India Act, 1956.

**6.4.20 License under Contract Labour (Regulation and Abolition) Act. 1970 :**

The contractor shall abide by the appropriate provision of obtaining a license under Section 12 of the Contract Labour (Regulation and Abolition) Act. 1970

**6.4.21 Furnishing of financial documents and information required by MSWC :**

The contractor shall have no objection to furnish any financial information or documents or records kept by them in electronic form or otherwise to MSWC for the purpose of ensuring proper systematic and regular payments to contractual employees.

**6.4.22 Timely payment of Govt. dues :**

The tenderer should be wholly responsible for payment of all govt. dues arising of its contract towards the employees assigned to the Corporation like their PF, ESI, PT, Bonus, Gratuity etc. In case of any new law implemented by the Central or State Government, the tenderer should immediately (within reasonable time as given by the new Act) comply with the necessary provisions including change in PF, ESI, Bonus, Gratuity etc. applicable to the contractual employees. The change in cost due to new acts will be consulted with the Corporation for any change in costing. The decision of the Corporation will be final. Under no circumstances, the Corporation will be held responsible for any contractual employee dues and if not paid the same will be adjusted from the earnest deposit or monthly bills of the successful tenderer.

**6.4.23 Replacement staff :**

The delay due to COVID 19 situation will be considered only on approval of Corporation. But, the tenderer should ensure that there will be no shortage of staff deployed and replacement of the contractual employees will be done immediately by the contractor without any delay.

**6.4.24 COVID Insurance coverage :**

All the contractual employees will be covered with COVID 19 insurance and Corporation will not be responsible for any COVID 19 related issue with contractual employees.

**6.5 Specific Terms and conditions of Contract :**

**6.5.1 Age :**

The age of Skilled, Semi-skilled & Unskilled manpower should not be more than 50 years. However he/she should not be minor.

**6.5.2 Knowledge of Languages :**

The Attendant should have knowledge of reading, writing of Marathi, Hindi, English languages.

**6.5.3 Payment made on arrears basis :**

The Corporation shall pay to the party for the services rendered in accordance with the agreement every month in arrears after the party submits the bills as required in complete form.

**6.5.4 Submission of bills :**

Agency will have to submit the bills in triplicate every month to the concerned office in-charges for onward submission along with their certificates for passing the payment. While submitting the bills agency will have to ensure that bills are prepared as per the cost structure and payment should be made accordingly to its employees.

**6.5.5 Documents to be submitted along with the bills :**

The contractor must submit following information along with the bill of each month

- A. Attendance sheet of the Skilled, Semi skilled & Unskilled manpower engaged during the month duly signed by agency and MSWC center in-charge and certified by Regional Head.
- B. Xerox copies attested by proper authority or center in-charge of receipt of payment of ESI (employee and employer) made during the preceding month.
- C. Xerox copies attested by proper authority or center in-charge of receipt of P.F. Payment (employee and employer) made during the preceding month.
- D. Contractor's Certificate and pay slip of preceding month regarding payment made to all Skilled, Semi-skilled & Unskilled manpower engaged at MSWC centers as per provisions of Minimum Wages Act.1948.
- E. The Contractor should enclose with the monthly bill, the bank statement as a proof of the salary/payment made to each contractual employee.
- F. The Contractor should submit the proof of documents regarding payment made towards the gratuity under Payment of Gratuity Act, 1972 to Life Insurance Corporation of India (LIC).

**6.5.6 Release of payment by MSWC :**

Upon satisfactory scrutiny of the bills submitted by the contractor the total amount paid to its employees as approved by MSWC will be released to the agency alongwith the agreed service charges amount within a period of 3 weeks from the date of submission of the bill complete in all respect.

**6.5.7 Responsibility to pay compensation :**

During the currency of contract period, if any accident or death by natural cause of the employee of the Contractor is occurred, then M.S.W.C will not be responsible for the same for compensation, if any. As per Workmen's Compensation Act. It will be paid by Agency, to the employees/legal heirs of their employees.

**6.5.8 Maintenance of reports and their submission to MSWC :**

Improvement in the matters related to Administration such as Daily Report, Investigation Report, Daily Occurrence Report, Daily Muster Roll, Night round report, Surprise check report etc. will have to be maintained by the Agency and furnished to the Corporation when demanded.

**6.5.9 Replacement of hand :**

If in ase of any person is not required by the Corporation for any reason whatsoever, he/she shall be replaced by the Agency immediately.

**6.5.10 Supervisory Staff :**

The agency will have to provide 8 supervisory staff at its own cost, one for at each Region of MSWC for effective supervision of workings of the contractual employees and allied works. The supervisor so appointed would report to the respective Regional heads of MSWC.

**6.5.11 Penalty on account of late submission of returns :**

Income Tax, GST etc. will be deducted from the bills of Agency as per Rules and prevailing rates. The Agency have to pay all taxes within due date. Agency is responsible, if any penalty/interest is imposed due to non-submission or late submission of bills or nonpayment of taxes.

**6.5.12 Agency's employees are NOT the employees of MSWC :**

It is hereby expressly made clear that the Skilled, Semi-skilled & Unskilled manpower engaged by the party are not the employees of the Corporation. The agency shall be entirely responsible as employer in respect of the personnel posted at the Corporation's premises in regard all legal provision of labour laws or other allied laws.

**6.5.13 Compensation against damages :**

For any theft, pilferage and damages if caused to the property and the stock deposited in the godowns of the Corporation as a result of the act or negligence of any personnel provided by the agency during contract period, the agency shall be liable to compensate the Corporation from the payment payable towards the loss so caused to the party or otherwise and the Corporation will have the right to recover the same from the Agency.

**6.5.14 Liability of paying compensation :**

Any liability which may arise in future on account of compensation etc. payable to the Skilled, Semi-skilled & Unskilled manpower will be borne by the Agency. The Corporation will not be liable for such compensation etc.

**6.5.15 Payment as per Minimum Wages Act, 1948 :**

The Payment of Skilled, Semi-skilled & Unskilled manpower should be made by the Agency, to the personnel in accordance with Minimum Wages Act, 1948 during the contract period.

**6.5.16 Debarring/backlisting :**

If the performance of the party/agency is not found satisfactory, the Corporation may terminate the contract at any time during contract period and may also blacklist the party/agency for the period which Corporation may deem fit for an appropriate time period and /or forfeit the deposit and also encash the Bank guarantee, if required.

**6.5.17 Duty hours of drivers:**

The drivers are required to perform excess duty than prescribed duty hours. Over time allowance of Rs.40/hour will be paid to drivers by the contractor. For out station duties, Rs.200/day will be paid to drivers by the contractor. Contractors are required to claim this amount at actual basis in monthly bills. The Corporation will make this payment with regular bills to the contractor at actual.

**6.5.18 Legal and financial liability :**

This Corporation will not responsible for any legal and financial liability of Skilled, Semi-skilled & Unskilled manpower. If any claim is filed by any personnel / agency before any court of law against MSWC, in that case the Agency will compensate to MSWC against any legal expenses, or any liability what-so-ever saddled on MSWC in future.

**6.5.19 Decision to reduce/increase manpower :**

The appointment of Skilled, Semi-skilled & Unskilled manpower will be done by Agency. Any changes in the manpower requirement like reduction, will be implemented by the Agency within the stipulated time given by the Corporation and its decision to reduce or increase manpower will be final and binding on the Agency.

#### **6.5.20 Verification of amount of payment made :**

The Storage Superintendent would verify and ensure that the payment to contractual workers is done by agency as per the cost structure and this should be cross- verified by the Regional Head for each month. Necessary action will be taken if less payment than the approved cost sheet is made to the contractual employees.

#### **6.5.21 Change in workplace :**

MSWC reserves the rights to deploy/depute the skilled, semi-Skilled & unskilled personnel from one place to any other place within the respective Region/s as and when required, during the period of the contract.

This contract will also be governed by general terms and conditions of contract of MSWC.

### **6.6 Liabilities for personnel:**

All persons employed by the Contractor shall be engaged by the Contractor as their own employees in all respects and the statutory voluntary and conventional responsibilities in respect of all such employees shall be that of the contractor. The contractor shall be responsible to abide by the various statutory provisions of enactment, enacted by the Central and/or State Government such as the Factories Act, 1948, the Minimum Wages Act, 1948, the payment of Wages Act, 1936. The Shops & Establishment Act, 1948, the Workmen's Compensation Act, 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Industrial Dispute Act, 1947, the Employees Provident Fund Act, 1952, the Employees State Insurance Act, 1948, and other enactment as and when applicable to the contractors and to the employees engaged by them and shall be liable to pay contribute and to provide facilities and amenities to their laborers under the provision of various Acts applicable to them. Contractor shall be responsible to abide by the provision of the Employees State Insurance Act, 1948, wherever applicable as this Act is made applicable to the Corporation. The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, for all the employees engaged by him. In the event, the license is not obtained / cancelled or not renewed, the contract shall be liable to be terminated without any damages or compensation and notice. The new law enacted by the Central /State government will be immediately implemented by the contractor with details to corporation. The changes required from the corporation due to new laws will also be implemented by the Corporation and its decision and changes in terms and conditions due to new acts will be final and binding on the contractor.

### **6.7 Liabilities for losses, etc.:**

The Contractor shall be liable for all cost, losses, damages and other charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkman like performance of any services under the contract, breach of any of the terms and conditions of the contract and or Acts. The decision of the Chairman & Managing Director M.S.W.C. regarding such failures of contractors and their liability for such losses suffered by the Corporation shall be final and binding on the Contractor.

Furthermore, any liability or cost incurred by the Corporation on account of noncompliance of any of the aforesaid Acts & labour laws shall be recovered from all or any of the amounts payable to the contractor or by any other suitable measures from the contractors by the Corporation.

### **6.8 Taxes:**

The taxes (Including Goods and Service Tax) existing & wherever levied by the Central/State Govt, shall be paid by the tenderer.



**6.9 Set off:**

Any sum of money due and payable to the contractor including security deposit, under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the Contractors with the Corporation.

**6.10 Loss due to strikes, etc. :**

The Contractor shall be responsible for any losses or damages which the Corporation may suffer due to the strikes, violence and illegal acts by the Contractor /his employees/ labours and their associates.

**6.11 Bribes, Commission, Corrupt, Gifts, etc.:**

Any bribe, commission, gifts, or advantage given, promised or offered by or on behalf of the contractors or any or more of their partners/Directors/Agents or servants or any one on their behalf to any officer, servant, representative or agent of the Corporation, or any person on his or their behalf for showing or for bearing favour or disfavor-to any person in relation to the contractor in any manner, whatsoever will entitle the Corporation to cancel this contract and also to claim from the contractors payment or any loss or damage resulting from such cancellations.

**6.12 Account:**

- 1) All account 'books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection/audit/ counter signature by the Corporation authorities. The Contractor shall be responsible to produce the same for the above purpose at such time and place as may be directed by the Corporation authorities.
- 2) The contractors shall furnish such returns and statements regarding the work done as may be prescribed by Corporation.

**6.13 Payment:**

On satisfactory completion of work, payment will be made by the Head Office on submission of bills in triplicate through Storage Superintendent in the prescribed form duly supported by such documents as may be prescribed.

- 1) For facilitating early refund of security deposit, the contractors should submit all their bills not later than two months from the date of expiry of the contract.
- 2) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment on any account whatsoever.
- 3) If the Contractor is required to perform any service in addition to those specifically provided for in the contract and the contractor remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement. Failing such an agreement the matter will be referred to arbitration.

**6.14 Security Deposit :**

- 6.14.1 Successful bidder shall deposit an amount of Rs.1.50 crores as Security Deposit (interest free) by the way of Demand Draft drawn on any nationalized bank in favour of "Maharashtra State Warehousing Corporation" payable at Pune.
- 6.14.2 The contractor shall pay security deposit amount as informed by the Corporation within 7 days of the intimation of the proposal of accepting the tender the payment of security deposit 100% by Demand Draft in the name of Maharashtra State Warehousing Corporation. The contractor shall be eligible to execute the agreement on the requisite

value. The acceptance of tender shall be effective only after concluding the agreement by the contractor as above.

- 6.14.3 The security deposit will be refunded to the contractor, on satisfactory performance of the contractor. On completion of all obligations by the contractor under the terms and conditions of the contract and on submission of 'No dues' certificate subject to such deductions from the security deposit as may be necessary for making up of the Corporation's claims against the contractor.

#### **6.15 Bank Guarantee :**

The Agency would be required to furnish Performance Bank Guarantee for the amount specified in the proforma given at Annexure -X. The validity of the Performance Bank Guarantee will be up to 6 months beyond the contract period.

#### **6.16 Earnest Money:**

1) Earnest Money Deposit of Rs.75,00,000/- has to be paid by online through e-tendering portal banking only and payment in any other form like Cash or Cheque or F.D.R or D.D will not be accepted. No exemption for EMD & SD is applicable to any agency.

2) The earnest money shall be liable for forfeiture if the tenderer after submitting their tender resign from their offer, modify the rates OR the terms and conditions thereof. The earnest money is also liable to be forfeited in the Event of the tenderer's failure, after accepting of their tender to furnish the security deposit by due date without prejudice to any other right or remedy of the Corporation under the contract and law. In such a case the Corporation may black list the tenderer for the period which Corporation may deem fit.

#### **6.17 Arbitration:**

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, shall within 30 days from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to single Arbitrator acceptable to both the Parties. The agreement to appoint an arbitrator and the arbitral proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be at Pune. The Language of arbitration proceedings will be English only. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful. The Courts at Pune shall have exclusive jurisdiction in all matters concerning this Agreement including any matter related to or arising out of the arbitration proceedings or any Award made therein.

#### **6.18 Legal Jurisdiction:**

For any legal dispute, suit, application, claims or proceeding of any kind whatever in respect of, arising out of directly indirectly or incidental to anything in respect of this contract shall be filed exclusively subject to Pune jurisdiction.

#### **6.19 Termination of Contract**

The Contract shall be liable for termination if non responsive, delayed beyond reasonable time or carried inconsistent with the terms of agreement.

## **6.20 Force Majeure**

For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include

6.20.1 Any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor

6.20.2 Any event which a diligent party could reasonably have been expected to both

(A) Take into account at the time of the conclusion of this agreement and

(B) Avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **6.21 The Authority reserves the right to:-**

Reject or accept the tender, alter/modify/amend the eligibility criteria in the subsequent stages, if deemed necessary. Cancel the process and reject all or any of the tender without assigning any reasons whatsoever.

## **6.22 Terms and conditions as a part of agreement :**

All the terms and conditions of this tender documents shall form part of the tender agreement to be executed between MSWC and Contractor.

\*\*\*\*\*



Tender for Supply of Skilled, Semi skilled & Unskilled manpower (Head Office-Pune, Pune Region, Aurangabad Region, Nagpur Region, Mumbai Region, Latur Region, Kolhapur Region, Dronagiri Node, Nashik Region, Amravati Region)

## **ANNEXURES**

# ANNEXURES

## INDEX

<b>Particulars</b>	<b>Page no.</b>
<b><i>Annexure I : Location-wise requirement of Contractual Manpower</i></b>	i
<b><i>Annexure II : Pre-bid queries</i></b>	x
<b><i>Annexure III : Bid data sheet</i></b>	xi
<b><i>Annexure IV : Scope of work</i></b>	xii
<b><i>Annexure V : Minimum required education and experience criteria</i></b>	xiii
<b><i>Annexure VI : Proforma of technical evaluation sheet</i></b>	xv
<b><i>Annexure VII : Cost sheet</i></b>	xvii
<b><i>Annexure VIII : Proforma of financial bid</i></b>	xix
<b><i>Annexure IX : Proforma of agreement</i></b>	xx
<b><i>Annexure X : Proforma of performance bank guarantee</i></b>	xxx
<b><i>Annexure XI : Proforma of affidavit/undertaking</i></b>	xxxii

## ANNEXURE I : LOCATION-WISE REQUIREMENT OF CONTRACTUAL MANPOWER

(Tentative)

The present tentative requirement of Contractual manpower on Outsourcing basis is projected as follows :-

Sr. No	Offices and warehousing centers	No. of locations	No. of ACO	No. of DEO	No. of QCP	No. of Driver	No. of Spl. Tech. Hand	No. of Draftsman	No. of Jr. Engg. Diploma	No. of Sr. Engg. Degree/ Diploma	Total
1	Head Office, Pune	1	24	58	2	5	2	1	0	6	98
2	Pune	34	121	43	7	1	0	0	0	2	174
3	Aurangabad	23	105	27	7	0	0	0	0	5	144
4	Nagpur	20	68	13	4	1	0	0	0	4	90
5	Mumbai	7	21	6	1	1	0	0	0	1	30
6	Latur	33	236	40	6	1	1	0	0	3	287
7	Kolhapur	19	86	37	7	1	0	0	0	2	133
8	CFS, Dronagiri Node	1	19	9	0	0	0	0	0	0	28
9	Nashik	37	140	40	6	0	0	0	0	2	188
10	Amravati	32	250	32	10	1	0	0	0	2	295
	<b>Total</b>	<b>207</b>	<b>1070</b>	<b>305</b>	<b>50</b>	<b>11</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>27</b>	<b>1467</b>

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./ QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	Head Office	24	58	2	5	2	1	0	6	98

<b>Pune Region</b>										
Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/Degree	Total
1	RM Office Pune	1	4	1	1	0	0	0	0	7
2	Dy. MANAGER Engg.	0	1	0	0	0	0	0	2	3
3	Bhosari	2	1	0	0	0	0	0	0	3
4	Chinchwad	1	0	0	0	0	0	0	0	1
5	Gultekdi A	3	0	0	0	0	0	0	0	3
6	Gultekdi B	4	1	0	0	0	0	0	0	5
7	Kegaon A'nagar	7	4	1	0	0	0	0	0	12
8	A'nagar City	3	1	0	0	0	0	0	0	4
9	Khadki A'nagar	6	2	0	0	0	0	0	0	8
10	Nagapur A'nagar	7	4	1	0	0	0	0	0	12
11	Solapur	3	1	0	0	0	0	0	0	4
12	Chincholi	6	2	1	0	0	0	0	0	9
13	Baramati	6	2	1	0	0	0	0	0	9
14	Baramati PPP	0	0	0	0	0	0	0	0	0
15	Nira	2	0	0	0	0	0	0	0	2
16	Ranjangaon	2	1	0	0	0	0	0	0	3
17	Indapur	2	0	0	0	0	0	0	0	2
18	Kopergaon	3	1	0	0	0	0	0	0	4
19	Newasa APMC	5	1	0	0	0	0	0	0	6
20	Newasa MIDC	2	1	0	0	0	0	0	0	3
21	Sangamner	1	1	0	0	0	0	0	0	2
22	Shrirampur APMC	3	1	0	0	0	0	0	0	4
23	Shrirampur MIDC	3	1	0	0	0	0	0	0	4
24	Wambori	3	1	0	0	0	0	0	0	4
25	Akkalkot	4	1	0	0	0	0	0	0	5
26	Akluj	3	1	0	0	0	0	0	0	4
27	Barshi	3	1	0	0	0	0	0	0	4
28	Vairag	2	1	0	0	0	0	0	0	3
29	Karmala	4	1	0	0	0	0	0	0	5
30	Kurduwadi APMC	6	1	0	0	0	0	0	0	7
31	Kurduwadi MIDC	5	1	0	0	0	0	0	0	6
32	Kurduwadi Talwade	6	1	1	0	0	0	0	0	8
33	Maganlwedha	2	1	0	0	0	0	0	0	3
34	Mohol	1	0	0	0	0	0	0	0	1
35	Pandharpur	8	2	1	0	0	0	0	0	11
36	Sangola	2	1	0	0	0	0	0	0	3
	<b>Total</b>	<b>121</b>	<b>43</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>174</b>

**Aurangabad Region**

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/Degree	Total
1	A'BAD JADHAVWADI	5	1	0	0	0	0	0	0	6
2	A'BAD B-23	2	0	0	0	0	0	0	0	2
3	A' BAD B-26	3	0	0	0	0	0	0	0	3
4	A'BAD G.No.57	9	4	2	0	0	0	0	0	15
5	RO A'bad + DME	2	4	1	0	0	0	0	3	10
6	DME Jambargaon	4	0	0	0	0	0	0	2	6
7	KANNAD	2	0	0	0	0	0	0	0	2
8	LASUR	3	1	0	0	0	0	0	0	4
9	PAITHAN	7	1	0	0	0	0	0	0	8
10	VAIJAPUR	2	1	0	0	0	0	0	0	3
11	VIHAMANDAV	3	0	0	0	0	0	0	0	3
12	SILLOD	3	0	0	0	0	0	0	0	3
13	BEED	10	1	0	0	0	0	0	0	11
14	GEORAI	3	1	0	0	0	0	0	0	4
15	MAJALGAON	4	1	0	0	0	0	0	0	5
16	PARLI ( TOKWADI )	6	2	1	0	0	0	0	0	9
17	PARLI ( APMC )	5	1	0	0	0	0	0	0	6
18	ASHTI	2	0	0	0	0	0	0	0	2
19	JALNA BK. RD.	7	3	1	0	0	0	0	0	11
20	JALNA ( CITY)	3	1	0	0	0	0	0	0	4
21	PARTUR	3	1	0	0	0	0	0	0	4
22	TIRTHPURI	3	1	0	0	0	0	0	0	4
23	WADIGODRI	2	1	0	0	0	0	0	0	3
24	JALNA (BORKHEDI)	12	2	2	0	0	0	0	0	16
	<b>Total</b>	<b>105</b>	<b>27</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>144</b>

**Nagpur Region**

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./ QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	Regional Office	0	1	0	1	0	0	0	0	2
2	Engg. Branch	0	0	0	0	0	0	0	4	4
3	Teka	1	0	0	0	0	0	0	0	1
4	Chandrapur (M)	4	0	0	0	0	0	0	0	4
5	Chandrapur (P)	9	2	2	0	0	0	0	0	13
6	Butibori	2	0	0	0	0	0	0	0	2
7	Wadi Hingna	8	1	1	0	0	0	0	0	10
8	Tumsar	2	1	0	0	0	0	0	0	3
9	Bramhapuri	6	1	0	0	0	0	0	0	7
10	Warora	3	1	0	0	0	0	0	0	4
11	Gadchiroli	2	0	0	0	0	0	0	0	2
12	Wadsa	3	1	1	0	0	0	0	0	5
13	Amgaon	3	1	0	0	0	0	0	0	4
14	Arjuni (M)	3	0	0	0	0	0	0	0	3
15	Katol	3	0	0	0	0	0	0	0	3
16	Saoner	2	0	0	0	0	0	0	0	2
17	Arvi	3	0	0	0	0	0	0	0	3
18	Hinganghat	6	1	0	0	0	0	0	0	7
19	Karanja (G)	2	1	0	0	0	0	0	0	3
20	Wardha(MIDC)	3	1	0	0	0	0	0	0	4
21	Wardha (S)	3	1	0	0	0	0	0	0	4
	<b>Total</b>	<b>68</b>	<b>13</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>90</b>

**Mumbai Region**

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/Degree	Total
1	Mantralaya	1	1	0	1	0	0	0	0	3
2	R.O. Mumbai	0	1	1	0	0	0	0	1	3
3	Dy. Manager (Engg.) Mumbai	0	0	0	0	0	0	0	0	0
4	Vashi	3	1	0	0	0	0	0	0	4
5	Taloja	8	2	0	0	0	0	0	0	10
6	Kalamboli	4	1	0	0	0	0	0	0	5
7	Panvel	2	0	0	0	0	0	0	0	2
8	Karjat	0	0	0	0	0	0	0	0	0
9	Palghar	3	0	0	0	0	0	0	0	3
	<b>Total</b>	<b>21</b>	<b>6</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>30</b>

<b>Latur Region</b>										
Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	RM Latur	2	4	1	1	0	0	0	0	8
2	RM Engg	0	1	0	0	1	0	0	3	5
3	Nanded City	8	1	0	0	0	0	0	0	9
4	Nanded (M)	11	5	1	0	0	0	0	0	17
5	Parbhani City	10	1	0	0	0	0	0	0	11
6	Parbhani (M)	11	2	1	0	0	0	0	0	14
7	Latur A-1	19	2	0	0	0	0	0	0	21
8	Latur P-2	9	4	1	0	0	0	0	0	14
9	Basmthnagar	14	1	0	0	0	0	0	0	15
10	Hatta	6	1	0	0	0	0	0	0	7
11	Hingoli City	5	1	0	0	0	0	0	0	6
12	Hingoli (M)	9	1	0	0	0	0	0	0	10
13	Jawalabazar	17	1	0	0	0	0	0	0	18
14	Dharmabad	9	1	0	0	0	0	0	0	10
15	Degloor	3	1	0	0	0	0	0	0	4
16	Loha	6	1	0	0	0	0	0	0	7
17	Kinwat	11	1	0	0	0	0	0	0	12
18	Wai Bazar	3	1	0	0	0	0	0	0	4
19	Gangakhed	3	1	0	0	0	0	0	0	4
20	Jintur	6	1	0	0	0	0	0	0	7
21	Manwat	5	1	0	0	0	0	0	0	6
22	Purna	5	1	0	0	0	0	0	0	6
23	Sailu	10	1	1	0	0	0	0	0	12
24	Udgir	14	1	0	0	0	0	0	0	15
25	Ahamdpur	3	0	0	0	0	0	0	0	3
26	Ausa	3	0	0	0	0	0	0	0	3
27	Renapur	8	0	0	0	0	0	0	0	8
28	Shirur Anantpal	7	0	0	0	0	0	0	0	7
29	Chapoli	5	1	0	0	0	0	0	0	6
30	Kallamb	4	1	0	0	0	0	0	0	5
31	Murum	2	0	0	0	0	0	0	0	2
32	Osmanbad	3	1	1	0	0	0	0	0	5
33	Umerga	2	1	0	0	0	0	0	0	3
34	Paranda	3	0	0	0	0	0	0	0	3
-	<b>Total</b>	<b>236</b>	<b>40</b>	<b>6</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>287</b>



<b>Kolhapur Region</b>										
Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	RM Office Kolhapur	1	3	1	1	0	0	0	2	8
2	Engg.Division-Kolhapur	0	1	0	0	0	0	0	0	1
3	Miraj	5	2	0	0	0	0	0	0	7
4	Ichalkarnji	3	1	0	0	0	0	0	0	4
5	Jaisingpur	3	1	0	0	0	0	0	0	4
6	Takari	3	1	0	0	0	0	0	0	4
7	Tasgaon	2	1	0	0	0	0	0	0	3
8	Islampur	3	1	0	0	0	0	0	0	4
9	Karad	5	3	0	0	0	0	0	0	8
10	Lonand	8	3	1	0	0	0	0	0	12
11	Phaltan	4	1	0	0	0	0	0	0	5
12	Satara D-5	6	2	0	0	0	0	0	0	8
13	Satara K-4	7	5	1	0	0	0	0	0	13
14	Satara Jalgaon	7	4	1	0	0	0	0	0	12
15	Koregaon	3	0	0	0	0	0	0	0	3
16	Wai	5	1	0	0	0	0	0	0	6
17	Kudal	5	2	1	0	0	0	0	0	8
18	Ratnagiri	6	2	1	0	0	0	0	0	9
19	Dhanawadewadi	9	3	1	0	0	0	0	0	13
20	Lote (P)	1	0	0	0	0	0	0	0	1
	<b>Total</b>	<b>86</b>	<b>37</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>133</b>

<b>Dronagiri Node</b>										
Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	Dronagiri Node	19	9	0	0	0	0	0	0	28

**Nashik Region**

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./ QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	RM Office Nashik	3	1	0	0	0	0	0	0	4
2	Engg Branch, Nashik	0	1	0	0	0	0	0	0	1
3	Jalgaon B 6	5	1	0	0	0	0	0	0	6
4	Jalgaon H 14 (FCI)	21	5	2	0	0	0	0	0	28
5	Jalgaon SN	2	1	0	0	0	0	0	0	3
6	Dhule(A)	3	1	0	0	0	0	0	0	4
7	Dhule(M) (FCI)	8	4	1	0	0	0	0	0	13
8	Ozar	2	1	0	0	0	0	0	0	3
9	Ambad	2	1	0	0	0	0	0	0	3
10	Amalner (FCI)	11	1	1	0	0	0	0	0	13
11	Bhusawal	3	1	0	0	0	0	0	1	5
12	Bhusawal MIDC	2	0	0	0	0	0	0	0	2
13	Bodwad	3	1	0	0	0	0	0	0	4
14	Chalisgaon	6	1	0	0	0	0	0	0	7
15	Chopada	3	1	0	0	0	0	0	0	4
16	Dharangaon	3	1	0	0	0	0	0	0	4
17	Kasoda	3	0	0	0	0	0	0	0	3
18	Pachora	3	1	0	0	0	0	0	0	4
19	Raver	3	1	0	0	0	0	0	0	4
20	Jalgaon PPP	0	0	0	0	0	0	0	0	0
21	Dondaicha (A)	2	1	0	0	0	0	0	0	3
22	Dondaicha (RR) (FCI)	7	1	1	0	0	0	0	0	9
23	Dondaicha Vani (FCI)	5	3	1	0	0	0	0	1	10
24	Shirpur	2	1	0	0	0	0	0	0	3
25	Nandurbar	4	1	0	0	0	0	0	0	5
26	Navapur	3	1	0	0	0	0	0	0	4
27	Shahada	3	1	0	0	0	0	0	0	4
28	Kalwan	2	1	0	0	0	0	0	0	3
29	Lasalgaon	3	0	0	0	0	0	0	0	3
30	Malegaon	7	1	0	0	0	0	0	0	8
31	Manmad	3	1	0	0	0	0	0	0	4
32	Nampur	1	1	0	0	0	0	0	0	2
33	Satana	2	1	0	0	0	0	0	0	3
34	Wani	2	1	0	0	0	0	0	0	3
35	Sinnar	2	0	0	0	0	0	0	0	2
36	Nandgaon	1	1	0	0	0	0	0	0	2
37	Musalgaon	2	0	0	0	0	0	0	0	2
38	Yawal	3	0	0	0	0	0	0	0	3
	<b>Total</b>	<b>140</b>	<b>40</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>188</b>

**Amravati Region**

Sr.No	Centre	No. of ACO	No. of DEO	No. of Sci.Grad./ QCP	No. of Driver	No. of Spl.Tech Hand	No. of Draftsman	No. of JE Diploma	No. of Sr. Engineers Diploma/ Degree	Total
1	R.O. Amravati	2	2	1	1	0	0	0	2	8
2	Akola	29	1	1	0	0	0	0	0	31
3	Akot	6	1	0	0	0	0	0	0	7
4	Murtizapur	24	1	2	0	0	0	0	0	27
5	Telhara	5	1	0	0	0	0	0	0	6
6	Achalpur	8	1	0	0	0	0	0	0	9
7	Chandur Bazar	5	1	0	0	0	0	0	0	6
8	Chandur Rly	9	1	0	0	0	0	0	0	10
9	Dhamangaon	10	1	1	0	0	0	0	0	12
10	Nandgaon (Kh.)	2	1	0	0	0	0	0	0	3
11	Warud	8	1	0	0	0	0	0	0	9
12	Morshi	6	1	0	0	0	0	0	0	7
13	Daryapur	7	1	0	0	0	0	0	0	8
14	Tiosa	14	1	0	0	0	0	0	0	15
15	Chikhali	15	1	0	0	0	0	0	0	16
16	Khamgaon (W)	17	1	1	0	0	0	0	0	19
17	Malkapur	9	1	0	0	0	0	0	0	10
18	Mehekar	4	1	1	0	0	0	0	0	6
19	Undri	2	1	0	0	0	0	0	0	3
20	Deulgaon Raja	5	1	0	0	0	0	0	0	6
21	Khamgaon (MY)	3	1	0	0	0	0	0	0	4
22	Sindkhed Raja	3	1	0	0	0	0	0	0	4
23	Khamgaon (PPP)	0	0	0	0	0	0	0	0	0
24	Darwaha	7	1	0	0	0	0	0	0	8
25	Lohara (Y)	10	1	2	0	0	0	0	0	13
26	Pusad	7	1	0	0	0	0	0	0	8
27	Umarkhed	10	1	0	0	0	0	0	0	11
28	Wani (Y)	7	1	0	0	0	0	0	0	8
29	Washim	4	1	1	0	0	0	0	0	6
30	Malegaon (W)	3	1	0	0	0	0	0	0	4
31	Mangrulpir	7	1	0	0	0	0	0	0	8
32	Risod	2	1	0	0	0	0	0	0	3
	<b>Total</b>	<b>250</b>	<b>32</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>295</b>
-	<b>GRAND TOTAL</b>	<b>1070</b>	<b>305</b>	<b>50</b>	<b>12</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>27</b>	<b>1467</b>

## ANNEXURE II : PRE-BID QUERIES

### PROFOMA FOR PRE-BID QUERIES IN WRITING

1. Pre-bid meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have purchased the tender document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre- bid meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
2. During the course of Pre- bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
3. All clarifications sought by the Applicant with respect to the tender shall be necessarily be submitted in a 'word format file' as per the format provided below. The clarification in the specified format should be emailed To Branch Head on [qcbranch.ho@mswc.in](mailto:qcbranch.ho@mswc.in)(CC:[swati.shinde@mswc.in](mailto:swati.shinde@mswc.in)) on or before the schedule date specified in clause 3.2.9

Format for submitting clarification

Sl. No.	Reference Clause Number in tender	Reference Clause	Clarification sought by Applicant

### ANNEXURE III : BID DATA SHEET

Particular	Details
Tender number	<b>MSWC/BD &amp; QC/Cont. HR/07/2021</b>
Client	Maharashtra State Warehousing Corporation, A Government of Maharashtra Undertaking
Address and concerned person for correspondence	Chairman and Managing Director 583/B, Market Yard, Gultekadi, Pune, 411 037. Phone: +91-020-24206800, 840
Point of contact related to this bid document	Mrs. Swati A. Shinde, Manager (BD & QC); +91-8408882551/ 020-24206846; qcbranch.ho@mswc.in
Cost of bid document	Non-refundable fee of Rs 50,000.00 (Rs. Fifty Thousand only) + GST of 18% to be paid online e-tendering portal.
EMD	Earnest Money Deposit of Rs.75,00,000/- (Rs. Seventy Five Lakhs Only) has to be paid online through e-tendering portal EMD in any other form like Cash or Cheque or F.D.R or D.D will not be accepted. Any type of Exemption for EMD & SD is not applicable to any type of agency. Every tenderer has to pay EMD online.
Security Deposit (SD) amount	Rs. 150 Lakhs (to be deposited by the successful bidder) to be deposited through D.D./ RTGS
Method of submission of tender	Only through e-tendering portal
Pre-bid meeting	22 <sup>nd</sup> November, 2021 (15:00 hrs) at H.O. Maharashtra State Warehousing Corporation, near Market Yard Post Office, Gultekadi, Pune-37.
Bid and EMD submission	On or before 09/12/2021 upto 16:00 hrs
Date and time for opening of technical bid	On 10/12/2021 At 17:00 hrs
Date and time for opening of financial bid	Will be notified to the technically qualified bidders by email
Performance bank guarantee	Rs. 200 Lakhs (to be deposited by the successful bidder within 7 days from the date of issue of LoI) drawn on any Nationalized bank
Bid validity	Minimum 120 days from the due date of submission of tender or subsequent corrigendum (if any)

## ANNEXURE IV : SCOPE OF WORK

### *JOB DESCRIPTION*

#### **Attendant-cum-operator (ACO) :**

For the purposes of safety and security of stored goods, maintenance of hygiene and quality control aspects of stored goods, maintenance of fire fighting equipment, prophylactic and curative treatment to the fumigable stocks, cleaning of office building, office premises, C&G yards etc.

The Agency should arrange for gunmen as & when required to control local nuisance. It is also required that the Attendant cum operators should guard the premises during his duty hours and should leave warehouse after completion of his duty hours, only after the handing over of his charge alongwith godown lock positions etc./Safety information to another Attendant cum operator who will relieve him after taking complete charge from him. This way the 'contractor' shall not leave warehouse/location unguarded during entire 24 hours in a month.

#### **Science Graduate/QCP :**

To assist Storage Superintendent in receipt of the FCI Stock, to prepare a complaint as per norms of FCI and to submit it to FCI through Storage Superintendent within time limit, to preparing indent regarding insecticides, fumigation, dunnage material, Fire fighting & other equipments, To keep records regarding moisture meter, fumigation, Spraying of insecticides and to undertake prophylactic and curative treatments as per the schedule. To keep quality record of food grain receipt wise, stockwise etc and to be responsible for upkeeping of quality. To undertake fortnightly quality inspection of the stocks and to take necessary steps for keeping stock in good health. To get the entries updated in respective registers, bin cards, stack cards etc through concerned godown keepers, Maintenance of registers & submission of reports through Storage Superintendent to MSWC authorities, FCI, will be the responsibility of Quality Control Personnel.

To assist Storage Superintendent in receipt of the Nafed Stock of Toor, udid, moog, Soyabean & in undertake prophylactic and curative treatment as per the schedule given by NAFED. to prepare, update reports, submission of reports, preparation of losses cases statements regarding STL/RTL & its timely submission.

## ANNEXURE V : MINIMUM REQUIRED EDUCATION AND EXPERIENCE CRITERIA

### Scope of work and minimum educational qualification, experience criteria and fixed pay per month.

- A) Scope of work for the Supply of Skilled, Semi skilled & Unskilled manpower for the activities of Maharashtra State Warehousing Corporation, (MSWC), Pune to be provided by tenderer:-
- B) The Details of Manpower Requirement are as follows:

Sr. No.	Category	Approx Requirement	Minimum Qualification	Experience (Years)	Remark	Scope of Work	Consolidated Honorarium	
							Zone-I	Zone-II
1.	<b>(Un-Skilled)</b> Attendant cum operator	1060	10 <sup>th</sup> Std. passed, Candidate having similar type of Experience will be preferred.	2	Sound knowledge of Attendant related work	As per Annexure-IV	16209	15366
2.	<b>(Semi-Skilled)</b> i) Data-Entry-operator	296	Essential :- 12th Std. passed, Minimum 2 years experience as Data Entry Operator,	2	Candidate should be Proficient in Microsoft Office use/English-Marathi typing/ Tally/Ms-Office/SAP operators/MSCIT Sound knowledge of related field	Updates of all records, computers entries, Data feeding prepare /generate reports, online –offline correspondence & work prescribed by under the supervision of HOD/Centre Incharge,	17391	16547
3.	<b>(Skilled)</b> i) Science Graduate/QCP	48	1. The Quality Control Personnel Should have B.Sc Degree from a recognized University in either Zoology , Botony, Food-Science, Bio-Technology, Microbiology, Bio -Chemistry or Agriculture; B-Tech or B.E. Degree in the disciplines of the Food Science, Food science & Technology, Bio Technology or Agricultural Engineering or equivalent.  2. Proficiency in Computer usage is a mandatory requirement. Retired Employees of FCI or CWC superannuated/ Retired from the post of AG-I Technical or higher post (or of its equivalent) will also be considered.	2		As per Annexure-IV	26118	25296
	ii) Driver	11	Minimum 10 <sup>th</sup> Std. passed. And holding valid driving license of L.M.V/ H.M.V of at least for 5 years duration.	2	Sound knowledge of 2 year with valid driving license as per R.T.O rules	--	20657	19814
	iii) specialized technical hand	3	Any Graduate		Sound knowledge of related field		20657	19814

Sr. No.	Category	Approx Requirement	Minimum Qualification	Experience (Years)	Remark	Scope of Work	Consolidated Honorarium	
							Zone-I	Zone-II
	iv) Draftsman-	1	H.S.C, Dipolma Course of Draftsman from ITI or Govt recognised institute of Draftsmanship.			To prepare drawings regarding Warehouse building, Office buildings, Roads etc., Correspondence regarding building plant, Completion Certificate etc, To prepare and maintain layout of Lands. To do all work with respective field as described by the authority to MSWC.	26118	25296
	v) Jr. Engineers Diploma	0	- Diploma in Civil/ Electrical engineering.	Diploma-3		Preparation of estimate tender documents, Preparation of tender documents, Supervision on works including new construction works, maintains and repairs etc., Follow-up of Land proposals, Scrutiny of bills.	26118	25296
	v) Sr. Engineers Degree/Diploma Holder	26	<b>Sr. Engineers</b> - Diploma in Civil/ Electrical engineering. Degree in Civil/ Electrical engineering.	Diploma-7 Degree-5	Sound knowledge of related field		30949	30127

\*\*\*Age limit for Contractual Labour is 50 years for all Category and he should not minor.

**B) Price bid:** The bidders have to quote the service charges on percentage basis.

(Important Note:- The Supply of Skilled, Semi-skilled & Unskilled manpower shall be done at MSWC Head office, different centres of MSWC as per requirement from time to time)



**ANNEXURE VI : PROFORMA OF TECHNICAL EVALUATION  
SHEET**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Requirement as per Tender Document</b>	<b>Tenderer's Qualification</b>	<b>Page Number of the Documents enclosed with Tender, certifying qualification</b>
1	Company Details:- Name : Address: Phone:			
2	Registration details of the firm	As per Point No.3.5.1 of Tender Document		
3	Attested copies of the GST Registration No./ Enrollment copy.	As per Point No.3.5.2 of Tender Document		
4	EMD & Tender fee paid by online. Scanned copy of slip generated by E-payment Gate way mentioning UTR number should be submitted in the Technical document.	Rs.75,00,000/-  As per Point No.3.3 of Tender Document		
5	Registration with employee's Provident fund	As per Point No.3.5.2 of Tender Document		
6	Challan copy for last P.F. paid	As per Point No.3.5.8 of Tender Document		
7	E.S.I.C Registration number	As per Point No.3.5.2 of Tender Document		
8	Challan copy for last E.S.I.C paid	As per Point No.3.5.9 of Tender Document		
9	Photo copy of PAN Card	As per Point No.3.5.13 of Tender Document		
10	Registration under Professional Tax Act.	As per Point No.3.5.2 of Tender Document		
11	Last three year's balance sheet duly certified by C.A.	As per Point No.3.5.3 of Tender Document		
12	3 years Networth certificate of certified by C.A.	As per Point No.3.5.6 of Tender Document		
13	Experience of the similar type of the work -  Copies of orders showing experience in providing manpower.	Documents showing experience in providing manpower to Public Sector unit/ State Govt/ Central Govt./Govt. Corporations As per Point No.3.5.4 of Tender Document		

Sr. No.	Particulars	Requirement as per Tender Document	Tenderer's Qualification	Page Number of the Documents enclosed with Tender, certifying qualification
14	Minimum 750 number of employees on Tenderer's roll presently.	As per Point No.3.5.7 of Tender Document		
15	Solvency certificate to the extent of Rs. 10 Crore from any nationalized/scheduled bank which should not be more than six months old.	As per Point No.3.5.8 of Tender Document		
16	License from Govt. Authority to Employ Contract labour under Contract Labour Act.	As per Point No.3.5.12 of Tender Document		
17	GST Registration Certificate	As per Point No.3.5.11 of Tender Document		
18	Copy of Latest GST paid Challan	As per Point No.3.5.11 of Tender Document		
19	Annual Turnover Certificate duly Certified by CA	As per Point No.3.5.5 of Tender Document		
20	Copy of Registration/Policy for Gratuity from LIC	As per Point No.3.5.12 of Tender Document		
21	Certified copy of PAN Card	As per Point No.3.5.14 of Tender Document		
22	Affidavit /Undertaking that the agency is not Black listed/Debarred	As per Point No.3.5.15 of Tender Document		

**ANNEXURE VII : COST SHEET**

**Zone-I**

Sr. No.	Particulars	% on	ACO	DEO	Driver/ Sp.Tech. Hand	Jr. Engg Diploma / Sci. Graduate/ Draftsman	Sr. Engg Degree/ Diploma
1	Basic		10021	10856	11632	11632	11632
2	Special Allowance		1430	1430	1430	1430	1430
<b>3</b>	<b>Sub Total ( A )</b>		<b>11451</b>	<b>12286</b>	<b>13062</b>	<b>13062</b>	<b>13062</b>
4	H.R.A.	5% on Sub Total ( A )	573	614	653	653	653
5	L.W.W.	6.73% on Sub Total ( A )	771	827	879	879	879
6	Other/Fair Wages		0	0	2100	8109	12940
<b>7</b>	<b>Sub Total ( B )</b>	<b>Gross Salary</b>	<b>12794</b>	<b>13727</b>	<b>16694</b>	<b>22703</b>	<b>27534</b>
8	E.S.I. / W.C.	3.25% /4.75on Sub Total (B)	416	446	543	0	0
9	P.F.	13.00% on Sub Total (A)	1489	1597	1698	1698	1698
10	Bonus/Ex.Gr.	8.33% on Sub Total (A)	954	1023	1088	1088	1088
12	Gratuity	4.81% on Sub Total (A )	551	591	628	628	628
13	M.L.W.F.		6	6	6	0	0
	<b>Sub Total (C)</b>		<b>16209</b>	<b>17391</b>	<b>20657</b>	<b>26118</b>	<b>30949</b>
<b>14</b>	<b>Deductions</b>	<b>Gross Salary</b>	<b>12794</b>	<b>13727</b>	<b>16694</b>	<b>22703</b>	<b>27534</b>
15	E.S.I. / W.C.	0.75%/1.75 on Sub Total (B)	96	103	125	0	0
16	P.F.	12.00% on Sub Total (A)	1374	1474	1567	1567	1567
17	P.T.		200	200	200	200	200
<b>18</b>	<b>Total</b>		<b>1670</b>	<b>1777</b>	<b>1893</b>	<b>1767</b>	<b>1767</b>
<b>19</b>	<b>Net Salary in Hand</b>	<b>Gross Salary- Deductions Total</b>	<b>11124</b>	<b>11950</b>	<b>14802</b>	<b>20936</b>	<b>25767</b>

### Zone-II and Zone-III

Sr. No.	Particulars	% on	ACO	DEO	Driver/ Sp.Tech. Hand	Jr. Engg Diploma/Sci. Graduate/ Draftsman	Sr.Engg Degree/ Diploma
1	Basic		9425	10260	11036	11036	11036
2	Special Allowance		1430	1430	1430	1430	1430
<b>3</b>	<b>Sub Total ( A )</b>		<b>10855</b>	<b>11690</b>	<b>12466</b>	<b>12466</b>	<b>12466</b>
4	H.R.A.	5% on Sub Total (A)	543	585	623	623	623
5	L.W.W.	6.73% on Sub Total (A)	731	787	839	839	839
6	Other/Fair Wages		0	0	2100	8109	12940
<b>7</b>	<b>Sub Total ( B )</b>	<b>Gross Salary</b>	<b>12128</b>	<b>13061</b>	<b>16028</b>	<b>22037</b>	<b>26868</b>
8	E.S.I. / W.C.	3.25% /4.75on Sub Total (B)	394	424	521	0	0
9	P.F.	13.00% on Sub Total (A)	1411	1520	1621	1621	1621
10	Bonus/Ex.Gr.	8.33% on Sub Total (A)	904	974	1038	1038	1038
12	Gratuity	4.81% on Sub Total (A)	522	562	600	600	600
13	M.L.W.F.		6	6	6	0	0
	<b>Sub Total ( C )</b>		<b>15366</b>	<b>16547</b>	<b>19814</b>	<b>25296</b>	<b>30127</b>
<b>14</b>	<b>Deductions</b>	<b>Gross Salary</b>	<b>12128</b>	<b>13061</b>	<b>16028</b>	<b>22037</b>	<b>26868</b>
15	E.S.I. / W.C.	0.75%/1.75 on Sub Total (B)	91	98	120	0	0
16	P.F.	12.00% on Sub Total (A)	1303	1403	1496	1496	1496
17	P.T.		200	200	200	200	200
<b>18</b>	<b>Total</b>		<b>1594</b>	<b>1701</b>	<b>1816</b>	<b>1696</b>	<b>1696</b>
<b>19</b>	<b>Net Salary in Hand</b>	<b>Gross Salary-Deductions Total</b>	<b>10535</b>	<b>11360</b>	<b>14212</b>	<b>20341</b>	<b>25172</b>

**ANNEXURE VIII : PROFORMA OF FINANCIAL BID**

**PRICE BID**

Sr. No	Name of Manpower Services		Consolidated remuneration per person		% of Service Charge on Consolidated of remuneration
			Municipal Corporation Area (Zone-I)	Non-Municipal Corporation Area (Zone- II & III)	
1	<b>Un-skilled</b>	Attendant-cum-Operators	16209/-	15366/-	In figure, ____ % In words, _____ percentage
2	<b>Semi-skilled</b>	Data-Entry-Operators	17391/-	16547/-	
3	<b>Skilled</b>	Drivers/specialize technical hand	20657/-	19814/-	
		Science Graduate	26118/-	25296/-	
		Draftsman	26118/-	25296/-	
		Jr. Engineers Diploma	26118/-	25296/-	
		Sr. Engineers Diploma/Degree	30949/-	30127/-	

- \* Tenderer is legally bound to pay Employees Provident Fund, ESIC, Bonus, Gratuity, paid leave and statutory payments to the manpower supplied by him.
- \* Payment will be calculated on calendar months/days.
- \* Bidders are required to quote the percentage rate (only once) applicable to all types of human resources in both types of areas.

**(SIGNATURE OF THE TENDERER)**

**Date** :

**Address** :

**Phone No.** :

**Fax No.** :

**E – Mail** :

## ANNEXURE IX : PROFORMA OF AGREEMENT

### Proforma of Agreement

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISTIE VALUE)

**THIS AGREEMENT is entered into BY AND BETWEEN**

Maharashtra State Warehousing Corporation, also known as MSWC/Corporation having its office at 583/B, Market Yard, Gultekadi, Pune-37. through its Joint MD & Secretary (here in after referred to as “First Party”)

**AND**

M/s. ....(also known as Agency/Contractor) through Mr. .... it's ..... (here in after referred to as “Second Party”):

**WHEREAS** the Second Party is engaged in providing the services of Technical, Skilled, Semi-skilled and Un-skilled Manpower arrangements through its own personnel,

**AND WHEREAS**, on the basis of an offer given by the Second Party, that it will be able to provide the Services of Skilled, Semi-skilled and Unskilled manpower as desired by the First Party, the Second Party undertakes to render the services of Skilled, Semi-skilled and Unskilled manpower and others in its premises as shown in the work order no. \_\_\_\_\_ .

**NOW, THIS AGREEMENT WITNESSETH AS UNDER:**

#### **1. General :**

- 1.1. The Second Party, shall provide trained Skilled, Semi-skilled and Unskilled manpower for the services (mentioned in the scope of work in Annexure-II of the tender form) at premises of the first Party as appended.
- 1.2. Although the Skilled, Semi-skilled & Unskilled manpower will be working at the premises of the First Party, as mentioned hereinabove, but the overall control and supervision upon them, will be exercised by the First Party, for which payment will be made by the First Party to the Second Party as per the terms & conditions, and scope of work and the rates of payment approved by First party to second party as mentioned in the tender.
- 1.3. The Second Party will have privity of contract with Skilled, Semi-skilled & Unskilled manpower and will have nothing to do or concern with the conditions of employment of the personnel working for the First Party.
- 1.4. The Second Party undertakes to provide the requisite number of trained personnel for Providing services of Skilled, Semi-skilled & Unskilled manpower.at its own cost and expenses to work and the First Party shall not make any payment of whatsoever nature to any such Attendant Cum Operator. Uniform code shall be as per directions of First Party.
- 1.5. That the entire responsibility for taking all measures shall be that of the Second Party and First Party shall not be liable to pay anything for such Skilled, Semi-skilled & Unskilled manpower except as provided.

- 1.6. The Second Party, shall be liable for due observance and implementation of all the statutory conditions or laws / enactments, as applicable to his Skilled, Semi-skilled & Unskilled manpower. In case, if the First Party is required to shoulder any additional amount for the employees employed by the Second Party, or for himself, Second Party, shall be under legal obligation to reimburse the same to the first Party immediately or else the First Party shall have full legal right to recover the same, as deemed necessary.
- 1.7. It is the responsibility of Second Party, wherever applicable, to provide Skilled, Semi-skilled & Unskilled manpower an Identity Card, Security Stick, Authentic dress & Physical Fitness Certificates and other obligations as per the requirement of First Party, from time to time.
- 1.8. That in case of any employee of the Second Party is negligent and there is / are no Skilled, Semi-skilled & Unskilled manpower at the particular time, and / or, any inconvenience and / or any loss or damage is suffered from such absence, apparent negligence of the manpower provided by the Second Party, the First Party shall be suitably compensated by the Second Party to the extent of loss / damages.
- 1.9. At the first instance, the duration of this Agreement shall be of Two year from \_\_\_\_\_ to \_\_\_\_\_ only, which may be extended by one more year, in two phases of six month each, if required by First Party on the same terms & conditions & rates.

## **2. Terms and conditions of contract:**

### **2.1 Selection of personnel :**

Successful tenderer will be responsible for selection of personnel for performing the operations. In case Corporation has specific objection to posting of a certain person for duties at its premises, the matter will be mutually decided upon in such a way that the Corporation's interest is safeguarded and the final decision will be of the Corporation.

### **2.2 Safety and security of MSWC property :**

Successful tenderer shall comply with all reasonable directions and instructions concerning security/ safety arrangements, for security/ safety of the Corporation's property which may be given by the Corporation from time to time.

### **2.3 Police verification :**

Agency have to submit Police verification (i.e., Character verification) Certificate of every Skilled, Semi-skilled & Unskilled manpower from respective Police Station.

### **2.4 Behavior of deployed manpower :**

The behavior of the Skilled, Semi-skilled & Unskilled manpower should be of helping nature, polite and should not create any problem with the employees of the Corporation.

### **2.5 Employees belong to the Agency :**

The Skilled, Semi-skilled and Unskilled manpower provided by the Agency at the premises of Corporation shall for all purposes, be and be deemed to be the employees of the Agency under its overall control and supervision and shall be dealt with accordingly.

### **2.6 Compliance of legal provisions :**

Agency will be responsible for all legal provisions under various applicable Acts and Rules. Contractor will have to comply with the provisions of the Factories Act, PF Act, ESI Act, Professional Tax Act, Bonus Act, Payment of Gratuity Act, Disaster Management Act and all new circulars issued by State/Central Government, as applicable from time to time.

### **2.7 Physical fitness and training of personnel :**

Skilled, Semi skilled and Unskilled manpower provided should be physically and medically fit, mentally alert persons. Persons more than 50 years of age should not be deployed. The

staff provided should be well-trained in proper reporting, vigilance, firefighting and other allied areas connected with security & safety. The replacement for any injured contractual employee should be done immediately without any effect on work allocated by the Corporation. There should also be police clearance certificate for the contractual employees of the Corporation.

#### **2.8 Muster roll and biometric system :**

The Agency will have to maintain the muster roll at every warehouse and MSWC offices for their employees as per the requirement of the Corporation. However, after MSWC installs biometric machines at MSWC warehouses/offices only the attendance on biometric system will be considered.

#### **2.9 Identification of personnel :**

The Skilled, Semi-skilled and Unskilled manpower supplied by Agency shall carry with him/her Identity Card/Certificate duly issued by the contractor for checking and satisfaction by the Corporation as and when needed.

#### **2.10 Compliance of all statutory provisions :**

Compliance of all statutory provisions in respect of P.F., Gratuity, Bonus, ESI and leave salary will be the responsibility of the Agency.

#### **2.11 Supply of leverages:**

The Agency will have to provide coats, shoes, for Attendant-cum-Operators in rainy season and overcoats for winter season and torches and stationeries and relevant necessary facilities to its employee to enable them to attend duty in time, at its own expenses.

#### **2.12 Shift duty and duty hours :**

The shift-wise duties to the Attendant-cum-Operators to be posted at the MSWC's centers/places as communicated by the Corporation from time to time will be allotted by the party in consultation with this Corporation. Any replacement in case of absence due to leave, sickness, ESI leave, transfer, etc. will be provided by the Agency under its own arrangements. Shift duty will be for minimum 8 hours. No employee in any case should continue duty beyond 16 hours, that too in exceptional cases only. It will be the duty of the Contractor to make substitute arrangements and the weekly duty hours should be as per legal provisions.

#### **2.13 Days of services :**

One month means one calendar month either of 30 or 31 days. One month's service means provision of service on all days of the month. If the Agency fails to provide Skilled, Semi-skilled & Unskilled manpower then M.S.W.C. , holds the right to deploy Skilled, Semi-skilled & Unskilled manpower at the risk and cost of Agency and the penalty will be imposed on the Agency as may be decided by the Chairman & Managing Director, MSWC.

#### **2.14 Furnishing of information to MSWC :**

Agency will furnish to MSWC information data with regard to statutory requirement as and when asked for.

#### **2.15 Payment to employees :**

Agency will be required to make payment to its employees before tenth of next month without waiting for any payment from MSWC as this payment is always subject to verification of submitted claims. If the agency makes default in making timely payment to its employees, it shall be treated as violation of contract and service of the selected agency will be liable to be terminated.

#### **2.16 Payment of Bonus to contractual employees :**

The bonus amount as reflected in the cost sheet would be retained by MSWC and would be released to the contractor after end of the financial year but not before one month of the commencement of Diwali festival, as per the provision of the Payment of Bonus Act, 1965.



The contractor will have to furnish the proof of payment of Bonus immediately after making the payments to employees.

### **2.17 Liability for Payment of Gratuity :**

The contractor shall abide by Section 4A of the Payment of Gratuity Act 1972 and shall obtain an insurance in the manner prescribed, for his liability for payment towards the gratuity under the Payment of Gratuity Act 1972, from the Life Insurance Corporation of India established under the Life Insurance Corporation of India Act,1956.

### **2.18 License under Contract Labour (Regulation and Abolition) Act. 1970 :**

The contractor shall abide by the appropriate provision of obtaining a license under Section 12 of the Contract Labour (Regulation and Abolition) Act. 1970

### **2.19 Furnishing of financial documents and information required by MSWC :**

The contractor shall have no objection to furnish any financial information or documents or records kept by them in electronic form or otherwise to MSWC for the purpose of ensuring proper systematic and regular payments to contractual employees.

### **2.20 Timely payment of Govt. dues :**

The tenderer should be wholly responsible for payment of all govt. dues arising of its contract towards the employees assigned to the Corporation like their PF, ESI, PT, Bonus, Gratuity etc. In case of any new law implemented by the Central or State Government, the tenderer should immediately (within reasonable time as given by the new Act) comply with the necessary provisions including change in PF, ESI, Bonus, Gratuity etc. applicable to the contractual employees. The change in cost due to new acts will be consulted with the Corporation for any change in costing. The decision of the Corporation will be final. Under no circumstances, the Corporation will be held responsible for any contractual employee dues and if not paid the same will be adjusted from the earnest deposit or monthly bills of the successful tenderer.

### **2.21 Replacement staff :**

The delay due to COVID 19 situation will be considered only on approval of Corporation. But, the tenderer should ensure that there will be no shortage of staff deployed and replacement of the contractual employees will be done immediately by the contractor without any delay.

### **2.21 COVID Insurance coverage :**

All the contractual employees will be covered with COVID 19 insurance and Corporation will not be responsible for any COVID 19 related issue with contractual employees.

## **3. Specific Terms and conditions of Contract :**

### **3.1 Age :**

The age of Skilled, Semi-skilled & Unskilled manpower should not be more than 50 years. However he/she should not be minor.

### **3.2 Knowledge of Languages :**

The Attendant should have knowledge of reading, writing of Marathi, Hindi, English languages.

### **3.3 Payment made on arrears basis :**

The Corporation shall pay to the party for the services rendered in accordance with the agreement every month in arrears after the party submits the bills as required in complete form.

### **3.4 Submission of bills :**

Agency will have to submit the bills in triplicate every month to the concerned office in-charges for onward submission along with their certificates for passing the payment. While submitting the bills agency will have to ensure that bills are prepared as per the cost structure and payment should be made accordingly to its employees.

### **3.5 Documents to be submitted along with the bills :**

The contractor must submit following information along with the bill of each month

- A. Attendance sheet of the Skilled, Semi skilled and Unskilled manpower engaged during the month duly signed by agency and MSWC center in-charge and certified by Regional Head.
- B. Xerox copies attested by proper authority or center in-charge of receipt of payment of ESI (employee and employer) made during the preceding month.
- C. Xerox copies attested by proper authority or center in-charge of receipt of P.F. Payment (employee and employer) made during the preceding month.
- D. Contractor's Certificate and pay slip of preceding month regarding payment made to all Skilled, Semi-skilled & Unskilled manpower engaged at MSWC centers as per provisions of Minimum Wages Act.1948.
- E. The Contractor should enclose with the monthly bill, the bank statement as a proof of the salary/payment made to each contractual employee.
- F. The Contractor should submit the proof of documents regarding payment made towards the gratuity under Payment of Gratuity Act, 1972 to Life Insurance Corporation of India (LIC).

### **3.6 Release of payment by MSWC :**

Upon satisfactory scrutiny of the bills submitted by the contractor the total amount paid to its employees as approved by MSWC will be released to the agency alongwith the agreed service charges amount within a period of 3 weeks from the date of submission of the bill complete in all respect.

### **3.7 Responsibility to pay compensation :**

During the currency of contract period, if any accident or death by natural cause of the employee of the Contractor is occurred, then M.S.W.C will not be responsible for the same for compensation, if any. As per Workmen's Compensation Act. It will be paid by Agency, to the employees/legal heirs of their employees.

### **3.8 Maintenance of reports and their submission to MSWC :**

Improvement in the matters related to Administration such as Daily Report, Investigation Report, Daily Occurrence Report, Daily Muster Roll, Night round report, Surprise check report etc. will have to be maintained by the Agency and furnished to the Corporation when demanded.

### **3.9 Replacement of hand :**

If in ase of any person is not required by the Corporation for any reason whatsoever, he/she shall be replaced by the Agency immediately.

### **3.10 Supervisory Staff :**

The agency will have to provide 8 supervisory staff at its own cost, one for at each Region of MSWC for effective supervision of workings of the contractual employees and allied works. The supervisor so appointed would report to the respective Regional heads of MSWC.

### **3.11 Penalty on account of late submission of returns :**

Income Tax, GST etc. will be deducted from the bills of Agency as per Rules and prevailing rates. The Agency have to pay all taxes within due date. Agency is responsible, if any penalty/interest is imposed due to non-submission or late submission of bills or nonpayment of taxes.

### **3.12 Agency's employees are NOT the employees of MSWC :**

It is hereby expressly made clear that the Skilled, Semi-skilled & Unskilled manpower engaged by the party are not the employees of the Corporation. The agency shall be entirely responsible as employer in respect of the personnel posted at the Corporation's premises in regard all legal provision of labour laws or other allied laws.

### **3.13 Compensation against damages :**

For any theft, pilferage and damages if caused to the property and the stock deposited in the godowns of the Corporation as a result of the act or negligence of any personnel provided by the agency during contract period, the agency shall be liable to compensate the Corporation from the payment payable towards the loss so caused to the party or otherwise and the Corporation will have the right to recover the same from the Agency.

### **3.14 Liability of paying compensation :**

Any liability which may arise in future on account of compensation etc. payable to the Skilled, Semi-skilled & Unskilled manpower will be borne by the Agency. The Corporation will not be liable for such compensation etc.

### **3.15 Payment as per Minimum Wages Act, 1948 :**

The Payment of Skilled, Semi-skilled & Unskilled manpower should be made by the Agency, to the personnel in accordance with Minimum Wages Act, 1948 during the contract period.

### **3.16 Debarring/backlisting :**

If the performance of the party/agency is not found satisfactory, the Corporation may terminate the contract at any time during contract period and may also blacklist the party/agency for the period which Corporation may deem fit for an appropriate time period and /or forfeit the deposit and also encash the Bank guarantee, if required.

### **3.17 Duty hours of drivers:**

The drivers are required to perform excess duty than prescribed duty hours. Over time allowance of Rs.40/hour will be paid to drivers by the contractor. For out station duties, Rs.200/day will be paid to drivers by the contractor. Contractors are required to claim this amount at actual basis in monthly bills. The Corporation will make this payment with regular bills to the contractor at actual.

### **3.18 Legal and financial liability :**

This Corporation will not responsible for any legal and financial liability of Skilled, Semi-skilled & Unskilled manpower. If any claim is filed by any personnel / agency before any court of law against MSWC, in that case the Agency will compensate to MSWC against any legal expenses, or any liability what-so-ever saddled on MSWC in future.

### **3.19 Decision to reduce/increase manpower :**

The appointment of Skilled, Semi-skilled & Unskilled manpower will be done by Agency. Any changes in the manpower requirement like reduction, will be implemented by the Agency within the stipulated time given by the Corporation and its decision to reduce or increase manpower will be final and binding on the Agency.

### **3.20 Verification of amount of payment made :**

The Storage Superintendent would verify and ensure that the payment to contractual workers is done by agency as per the cost structure and this should be cross- verified by the Regional Head for each month. Necessary action will be taken if less payment than the approved cost sheet is made to the contractual employees.

### **3.21 Change in workplace :**

MSWC reserves the rights to deploy/depute the skilled, semi-Skilled & unskilled personnel from one place to any other place within the respective Region/s as and when required, during the period of the contract.

## **4. Liabilities for personnel:**

All persons employed by the Contractor shall be engaged by the Contractor as their own employees in all respects and the statutory voluntary and conventional responsibilities in respect of all such employees shall be that of the contractor. The contractor shall be responsible to abide by the various statutory provisions of enactment, enacted by the Central and/or State Government such as the Factories Act, 1948, the Minimum Wages Act, 1948, the payment of Wages Act, 1936. The Shops & Establishment Act, 1948, the Workmen's Compensation Act, 1923, the Contract Labour (Regulation and Abolition) Act, 1970, the Industrial Dispute Act, 1947, the Employees Provident Fund Act, 1952, the Employees State Insurance Act, 1948, and other enactment as and when applicable to the contractors and to the employees engaged by them and shall be liable to pay contribute and to provide facilities and amenities to their laborers under the provision of various Acts applicable to them. Contractor shall be responsible to abide by the provision of the Employees State Insurance Act, 1948, wherever applicable as this Act is made applicable to the Corporation. The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, for all the employees engaged by him. In the event, the license is not obtained / cancelled or not renewed, the contract shall be liable to be terminated without any damages or compensation and notice. The new law enacted by the Central /State government will be immediately implemented by the contractor with details to corporation. The changes required from the corporation due to new laws will also be implemented by the Corporation and its decision and changes in terms and conditions due to new acts will be final and binding on the contractor.

## **5. Liabilities for losses, etc.:**

The Contractor shall be liable for all cost, losses, damages and other charges and expenses suffered or incurred by the Corporation due to the contractor's negligence and unworkman like performance of any services under the contract, breach of any of the terms and conditions of the contract and or Acts. The decision of the Chairman & Managing Director M.S.W.C. regarding such failures of contractors and their liability for such losses suffered by the Corporation shall be final and binding on the Contractor.

Furthermore, any liability or cost incurred by the Corporation on account of noncompliance of any of the aforesaid Acts & labour laws shall be recovered from all or any of the amounts payable to the contractor or by any other suitable measures from the contractors by the Corporation.

## **6. Taxes:**

The taxes (Including Goods and Service Tax) existing & wherever levied by the Central/State Govt, shall be paid by the tenderer.

## **7. Set off:**

Any sum of money due and payable to the contractor including security deposit, under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the Contractors with the Corporation.

## **8. Loss due to strikes, etc. :**

The Contractor shall be responsible for any losses or damages which the Corporation may suffer due to the strikes, violence and illegal acts by the Contractor /his employees/ labours and their associates.

## **9. Bribes, Commission, Corrupt, Gifts, etc.:**

Any bribe, commission, gifts, or advantage given, promised or offered by or on behalf of the contractors or any or more of their partners/Directors/Agents or servants or any one on their behalf to any officer, servant, representative or agent of the Corporation, or any person on his or their behalf for showing or for bearing favour or disfavor-to any person in relation to the contractor in any manner, whatsoever will entitle the Corporation to cancel this contract and also to claim from the contractors payment or any loss or damage resulting from such cancellations.

## **10. Account:**

- 1) All account 'books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection/audit/ counter signature by the Corporation authorities. The Contractor shall be responsible to produce the same for the above purpose at such time and place as may be directed by the Corporation authorities.
- 2) The contractors shall furnish such returns and statements regarding the work done as may be prescribed by Corporation.

## **11. Payment:**

On satisfactory completion of work, payment will be made by the Head Office on submission of bills in triplicate through Storage Superintendent in the prescribed form duly supported by such documents as may be prescribed.

- 1) For facilitating early refund of security deposit, the contractors should submit all their bills not later than two months from the date of expiry of the contract.
- 2) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment on any account whatsoever.
- 3) If the Contractor is required to perform any service in addition to those specifically provided for in the contract and the contractor remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement. Failing such an agreement the matter will be referred to arbitration.

## **12. Security Deposit :**

- 12.1 Successful bidder shall deposit an amount of Rs.1.50 crores as Security Deposit (interest free) by the way of Demand Draft drawn on any nationalized bank in favour of "Maharashtra State Warehousing Corporation" payable at Pune.
- 12.2 The contractor shall pay security deposit amount as informed by the Corporation within 7 days of the intimation of the proposal of accepting the tender the payment of security

deposit 100% by Demand Draft in the name of Maharashtra State Warehousing Corporation. The contractor shall be eligible to execute the agreement on the requisite value. The acceptance of tender shall be effective only after concluding the agreement by the contractor as above.

- 12.3 The security deposit will be refunded to the contractor, on satisfactory performance of the contractor. On completion of all obligations by the contractor under the terms and conditions of the contract and on submission of 'No dues' certificate subject to such deductions from the security deposit as may be necessary for making up of the Corporation's claims against the contractor.

### **13. Bank Guarantee :**

The Agency would be required to furnish Performance Bank Guarantee for the amount specified in the proforma given at Annexure -X. The validity of the Performance Bank Guarantee will be up to 6 months beyond the contract period.

### **14. Arbitration:**

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, shall within 30 days from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to single Arbitrator acceptable to both the Parties. The agreement to appoint an arbitrator and the arbitral proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be at Pune. The Language of arbitration proceedings will be English only. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful. The Courts at Pune shall have exclusive jurisdiction in all matters concerning this Agreement including any matter related to or arising out of the arbitration proceedings or any Award made therein.

### **15. Legal Jurisdiction:**

For any legal dispute, suit, application, claims or proceeding of any kind whatever in respect of, arising out of directly indirectly or incidental to anything in respect of this contract shall be filed exclusively subject to Pune jurisdiction.

### **16. Termination of Contract**

The Contract shall be liable for termination if non responsive, delayed beyond reasonable time or carried inconsistent with the terms of agreement.

### **17. Force Majeure**

For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the

power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include

17.1 Any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor

17.2 Any event which a diligent party could reasonably have been expected to both

(A) Take into account at the time of the conclusion of this agreement and

(B) Avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

All the terms and conditions mentioned in the tender form will constitute a part of this agreement.

**IN WITNESS WHEREOF** this Agreement is executed on ..... Day of ..... 2021 at Pune.

-----  
**FIRST PARTY.**

-----  
**SECOND PARTY.**

**Witness:**

1) Signature  
Name  
Address

1) Signature  
Name  
Address

2) Signature  
Name  
Address

2) Signature  
Name  
Address

**ANNEXURE X : PROFORMA OF PERFORMANCE BANK  
GUARANTEE**

**FORM OF BANK GUARANTEE**  
**GUARANTEE BOND FOR SECURITY DEPOSIT**

(On stamp paper worth Rupees \_\_\_\_\_/-)

In consideration of the Maharashtra State warehousing Corporation (here in after referred to as the MSWC”) having agreed to exempt .....(here in after referred to as “the Contractor”) from depositing with the MSWC in cash the sum of Rs. .... (Rupees ..... only) being the amount of security Deposit payable by the Contractor to the MSWC Government under the terms and conditions of the agreement dated the .....day of ..... and made between the MSWC of the one part, and the Contractor of the other part (hereinafter referred to as “the said Agreement”) for ..... as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the MSWC a Guarantee in the prescribed form of a Schedule Bank of India being in fact those presents in the like sum of Rs..... (Rupees..... only). We .....Bank /Limited registered in India under ..... Act and having one of our Local Head Office at ..... do hereby:

**1 Guarantee to the MSWC:**

- (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement. and
- (b) Due and punctual payment by the Contractor to the MSWC of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the MSWC under or in respect of the said Agreement.
  
2. Undertake to pay to the MSWC on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating thereto the said sum of Rs.....(Rupees .....only) or such lesser sum as may demand by the MSWC from us our liability hereunder being absolute and unequivocal and agree that.
  
3. (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the MSWC under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the MSWC certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.



**(b)** We shall not be discharged or released from the liability under this Guarantee by reasons of

- i)** Any change in the constitution of the Bank or the Contractor. Or
- ii)** Any agreement entered into between the MSWC and the Contractor with or without our consent.
- iii)** Any forbearance or indulgence shown to the Contractor
- iv)** Any variation in the terms, covenants or conditions contained in the said Agreement.
- v)** Any other conditions or circumstances under which, in law, a surety would be discharged.

**(c)** Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs. .... (Rupees ..... only) and

**(d)** We shall not revoke this guarantee during its currency except with the previous consent in writing of the MSWC.

IN WITNESS WHERE OF the Common Seal of has been here into affixed this day of 20\_\_\_\_\_.

The Common Seal of ..... was pursuant to the resolution of the Board of Directors of the Company dated the ..... day of herein affixed in the presence of who, in token thereof, have here to set their respective hands in the presence of:

- 1) -----
- 2) -----
- 3) -----

**ANNEXURE XI : PROFORMA OF AFFIDAVIT/ UNDERTAKING**

**On Stamp Paper of Rs.500/-**

**UNDERTAKING**

We hereby confirm and declare that we M/s. \_\_\_\_\_ are not blacklisted/debarred by any Government Department/Public Sector Undertaking/Private Sector/or any other agency for the work we have Executed/Undertaken the works/services during the last 5 years.

Date:-

Authorized Signatory