

The Maharashtra Agro-Industries Development Corporation Limited
CIN: U05000MH1965SGC013380
And
Maharashtra Insecticides Ltd.
CIN: U24210MH1984SGC032856
Regd. Office: Krushi Udyog Bhavan, Aarey Milk Colony, Dinkarrao Desai Marg, Goregaon (East), Mumbai 400065.
Tender Ref No. : MAIDC/ADM/MSD/2024/02
MAIDC is inviting tenders from eligible agencies for supply of Skilled and Unskilled casual workers for various locations in Maharashtra for The MAIDC Ltd. & MIL Akola.

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The Maharashtra Agro-Industries Development Corporation Ltd.,
Administration Division
Head Office, Goregaon(E), Mumbai-400065

MAIDC is inviting tenders from eligible agencies with similar experience in Central Govt. / State Govt. / Semi Govt. / Co-operative Society, Municipal Corporation or Municipal Councils and or any private organization for supply of Skilled and Unskilled casual workers for various locations in Maharashtra for The MAIDC Ltd. & MIL Akola.

Dear Sir/Madam

Online digitally signed E-Tender is invited from Contractual Manpower Supplying Agencies.

BACKGROUND:

Since its inception, MAIDC Ltd. has been a Govt. of Maharashtra undertaking, engaged in manufacturing, marketing, selling, and supplying agro-inputs in open markets and to various Govt. institutes in Maharashtra. Day-to-day operation works like manufacturing, marketing, and procurement of Inputs, MAIDC requires contractual human resources due to the superannuation of Permanent Employees. This necessitated empanel for providing contractual manpower agency at Head Office, Regional Offices, Factories, Subsidiary Companies, R & D Centers, etc.

1. INTRODUCTION:

Maharashtra Agro Industries Development Corporation Limited (MAIDC) requires the services of a manpower agency for the supply of unskilled, semi-skilled, skilled, Technical, and Administrative manpower under different categories to carry out the day-to-day activities at its Offices and factories across Maharashtra.

Contact Details:-

Shri Suresh B. Sonawane D.G.M. (Admin) Mob. No. 8888842314

Shri Hemant Pingate Manager (Admin) Mob. No. 8888842397

Contact address: Maharashtra Agro-Industries Development Corporation Ltd. 'Krushi Udyog Bhavan', Dr Dinkarrao Desai Marg, Goregaon (E), Mumbai-400065

Official Website: maidcmumbai.com

E-mail ID: paprashasan@gmail.com

2. INSTRUCTIONS TO THE BIDDERS:

- i. Bidders are requested to visit the website [http:// mahatenders.gov.in](http://mahatenders.gov.in) and go through the "e-tendering Tool Kit" wherein all the basic know-how (detailed help documents designed for bidders) of the e-tendering stages are given.
- ii. For any sort of assistance, please contact Help Desk IT dept. itsecmaidc@gmail.com.
- iii. The Internet Explorer Version - 8 (or above) is essential to access the above website.

- iv. The computer used for the e-tendering procedure is to be configured as per the instructions given in the e-tender Toolkit.
- v. Login ID and password to be created on the above website.
- vi. Class II or III Digital signature (e-token) with signing, verification, encryption, and decryption certificates is essential. Bidders may purchase this from any reliable sources. The bidders are required to sign the bid data using the above Class II or Class III digital signature as per the Information Technology Act, 2000. The digital signatory should be an authorized representative of the organization/ bidder.
- vii. The tender form fee of Rs. 15,200/- (Rupees Fifteen Thousand Two Hundred only) including GST will be paid online by downloading the Tender Form. The tender form fee is nonrefundable. Earnest Money Deposit Rs. 15,00,200/- (Rupees Fifteen Lakh Two Hundred Only) is to be paid online by debit card/credit card/net banking or by RTGS/NEFT through the Challan generated online after selecting the payment option.
- viii. The dates/times for various activities/stages of the e-tendering procedure should be adhered to by the bidders. Interested bidders are requested to execute all the activities related to tender downloading, bid preparation & bid submission strictly as per the tender schedule (key dates).
- ix. This tender is strictly online tender. No manual bids will be accepted by the MAIDC.
- x. The MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assigning any reason whatsoever.
- xi. The MAIDC reserves the right to make any kind of amendments to the terms and conditions of the tender before the due date of submission of a bid. Any change/ clarification/corrigendum would be uploaded on the website <http://mahatenders.gov.in/> and published on MAIDC portal www.maidcmumbai.com.
- xii. 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 complete in all respects. Failure to furnish any information required for the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in the rejection of its proposal. The tender document is not transferable to any bidder.
- xiii. The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the MAIDC, shall be in English language only.
- xiv. Proposals after the due date and time of the E-Tender shall not be accepted.
- xv. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the MAIDC is not responsible or liable for any costs, regardless of the conduct or outcome of this bidding process.
- xvi. In case of any ambiguity in the interpretation of any clauses of the tender document, MAIDC's interpretation of the clauses of the E-tender shall be final and binding on the bidders. Any decision taken by the MAIDC regarding the process of tender, evaluation of tender, and Award of Tender shall be final & binding on participated bidders.

- xvii. The MAIDC reserves the right to accept or reject any or all tenders either in part or in full without assignment for any reason whatsoever.
- xviii. Tenders will be opened at 11.00 hrs. on the date 23/12/2024.
- xix. At the time of tender opening from MAIDC authorities as per the tender schedule, the authorized representative of bidders or bidders may attend Krishi Udyog Bhavan, the MAIDC Ltd., Goregaon (E), and Aarey Milk Colony Mumbai-65.
- xx. The offer rate should be valid for 120 days and/or till the date of award of tender to the successful bidder. MAIDC reserves the right to accept or reject any or all tenders in part or full without assigning any reasons thereof.

3. SEQUENCE OF PROPOSAL

The following order should be maintained in the proposal document:

- i. Proposal Submission Covering letter as per Annexure A.
- ii. Annexure B General Information of Bidder.
- iii. Annexure C Contact Details of Bidder.
- iv. Copy of submission proof of EMD through the e-Procurement Portal.
- v. Checklist for Eligibility Criteria Compliance as per Annexure D.
- vi. Annexure E: Statement of No Deviation from the Tender Requirements.
- vii. Annexure F: Self-declaration for not being blacklisted by any Government Entity.
- viii. Annexure G: Authority to sign document.

4. TERMS USED IN THE DOCUMENT:

- i. 'Tender Document' means this Tender Document.
- ii. 'Proposal' means a response or offer for this Tender Document.
- iii. 'GOM' means Government of Maharashtra.
- iv. 'Corporation' means the Maharashtra Agro-Industries Development Corporation Limited.
- v. "Empanelment" means one or more bidders empanelled for providing manpower to the Maharashtra Agro-Industries Development Corporation Limited.
- vi. "Purchaser" means The Maharashtra Agro-Industries Development Corporation Limited.
- vii. "Vendor" means the selected bidder with whom the contract against this Empanelment Tender Document is signed with all pages.
- viii. "Contract" means an agreement entered into by the purchaser with the vendor.
- ix. "Contractor" means the selected bidder with whom the contract against this Tender Document is signed with all pages.

- x. "Services" means services to be provided as per the requirement mentioned in the scope of work.
- xi. "Managing Director" means the Managing Director of the Maharashtra Agro-Industries Development Corporation Limited.
- xii. "Subsidiary" means the subsidiary company of the Maharashtra Agro-Industries Development Corporation Limited.
- xiii. "Noncompliance" means failure/ refusal to comply with the terms and conditions of the proposal.
- xiv. "Responsive" means failure to furnish complete information in a given format and manner required as per the proposal or not following the procedure mentioned in this document can submit the same as per the letter issued by the MAIDC from time to time.
- xv. Location means Different Districts.

5. TENDER NOTICE:

- i. Online offers are invited by the Maharashtra Agro-Industries Development Corporation Limited (MAIDC) following two bid systems [Part -1 Technical Bid (T1) and Part - 2 Financial Bid (C1)] from highly reputed and experienced Manpower Providing Agencies for Empanelment of Agencies to provide the Contractual Manpower to the MAIDC in various multiple categories i.e. Dy. Manager / Asst. Manager / Assistant / Sales Representative / Steno Typist / Production Supervisor / Foreman / Clerk cum Typist / Chemist / Electrician / Welder / Fitter / Operator / Wireman / Driver / Lab Attendant / Peon / Helper / Gardener, etc." hereinafter referred to as "Manpower", to be deployed at the various Offices & Factories of the MAIDC in Maharashtra as well as MIL Akola.
- ii. The Manpower should have sufficient knowledge of their job profile.
- iii. The contract period will be for Three years and may be extended for a further 2 years upon mutual agreement.
- iv. The actual quantum of contract manpower to be deputed may increase or decrease during the contract period as per requirement at MAIDC & MIL Akola.
- v. Bidder can purchase tender form by making online payment of Rs. 15,200/- (Rs. Fifteen Thousand Two Hundred Only) including Tax Nonrefundable amount and download tender from above mentioned E-tendering portal as per the date and time mentioned in the tender schedule.
- vi. The interested bidders will have to make an online payment of Earnest Money Deposit (using credit card/debit card/net banking or NEFT/RTGS) of Rs. 15,00,200/- (Fifteen Lakhs Two Hundred Only) to the MAIDC Ltd.
- vii. All the bidders are requested to read the tender document carefully and submit the proposals accordingly.
- viii. The MAIDC/ Managing Director reserves the right to cancel/withdraw/amend the tender at any time or any of the terms and conditions contained in the tender document without assigning any reason, thereof.

- ix. The pre-bid meeting will be called on the Scheduled date & time at the Head Office of MAIDC. Interested bidders or their authorized representatives may attend the Scheduled Pre-Bid meeting for any clarification or doubts about the e-tender documents. The doubts about the e-tender documents should be filled & forwarded in the given format through e-mail before the Pre-Bid conference. E-mail ID is given in the Contact details.
- x. Tender Committee :-
1. Gen. Mgr (Finance & Account)
 2. Dy. Gen. Mgr. (Noga) / Gen. Mgr. (Fertilizer)
 3. Dy. Gen. Mgr. (Admin)
 4. Dy. Gen. Mgr. (Pesticide)
 5. Mgr. (Admin)
 6. Asstt. Mgr. (Personnel / Estt.)

6. Tender Time Schedule: (Key Dates)

The Tender Document schedule and communication details are as under:

Sr. No.	Tender Stage	Start Date	Time Hrs.
1	Tender Release	30.11.2024	11.00
2	Bid preparation, submission & Tender closing	21.12.2024	14.00
3	Pre-Bid Meeting	10.12.2024	12.00
4	Technical Bid Opening	23.12.2024	11.00

Pre-Bid Queries:

Name of Bidder:

Name of Department: The MAIDC Ltd Administration Department.

Tender Ref. no.: MAIDC/ADM/

Tender Name: **MAIDC is inviting tenders from eligible agencies for supply of Skilled and Unskilled casual workers for various locations in Maharashtra for The MAIDC Ltd. & MIL Akola.**

Sr. No.	Tender Documents Page No. and Point No.	Tender Documents Clarification	Clause Title	Bid Query	The MAIDC Clarification
1					
2					
3					

7. ELIGIBILITY CRITERIA:

The interested bidders must submit the following self-certified copies of documents along with a technical bid.

- a. The experienced bidder should be a Public/ Private Limited Company / Partnership firm / Proprietor, Co-operative Society, etc. Registration Certificate, Deed, and Shop Act may be enclosed. The consortium is not allowed to bid for this tender.
- b. The bidder should have a required Annual turnover of Rs. 5 Crore or more during each financial year for the last three financial years 2020-21, 2021-22, and 2022-23.(Certified by Chartered Accountant)
- c. The audited Balance Sheet for the last three financial years 2020-21, 2021-22, and 2022-23 (With UDIN Number) should be enclosed with the tender document.
- d. Income Tax Return and Form 26 AS must be attached for the last two years i.e., 2021-22 & 2022-23.
- e. The Bidder should have submitted a minimum annual positive Net worth of Rs. 3 Crores for the last two Financial Years (Certified by Chartered Accountant).
- f. The Bidders should have submitted a Bank Solvency certificate for Rs. 4 Crores of any Nationalized or Schedule Bank.
- g. Interested Bidders should have work experience of the last three financial years i.e. 2021-22, 2022-23 & 2023-24 as under (Documents Enclosed):
 1. Providing manpower service to any institution in any of the three financial years i.e. 2021-22, 2022-23 & 2023-24 with more than 200 Skilled / Unskilled Manpower (Other than Security Guard and Cleaning Services).
 2. Providing manpower service to any institution in any of the three financial years i.e. 2021-22, 2022-23 & 2023-24 with a minimum of 05 or more working Districts.
 3. Providing manpower service to any institution in any of the three financial years i.e. 2021-22, 2022-23 & 2023-24 with minimum 5 or more categories.
 4. Contractor must produce single work order 80% of the Estimated Cost of Rs.5/- crore
OR
Minimum Two work order 60% of Estimated Cost of Rs.5/- crore
OR
Minimum Three work orders 40% of Estimated Cost must be executed in past three years of Rs.5/- crore
along with work completion certificate.
- h. Necessary essential qualification of the bidder should enclose the following valid and operational certificates:
 - Good and Service Taxes (GST)
 - Permanent Account Number (PAN)
 - Tax Deduction and Collection Account Number (TAN)
 - Employee Provident Fund (EPF)
 - Profession Tax (PT)
 - Employee's State Insurance Corporation(ESIC)
 - Labour Welfare Fund (LWF)
 - Labour License Registration (Minimum 200 Manpower)
- i. The Bidder should have submitted copies of Returns, Challans, and Payment Receipts for the following with tender documents:

- Labour Welfare Challan for Last Year.
 - Employees Provident fund challans and payment receipts with ECR copies for a minimum of 200 manpower on payroll should be submitted for the month of March 2024 & October 2024.
 - Profession Tax challans and PT returns for a minimum of 200 manpower on payroll should be submitted for the last three months preceding the bid due date. Also, enclose the certificate of PT.
 - ESIC challans and payment receipts for a minimum of 200 manpower on payroll should be submitted for the March 2024 & October 2024.
 - Copies of Return GSTR 3B & GSTR 1 for the last financial year i.e. 2023-24 and also enclosed copies for the previous three months preceding the bid due date.
 - Copy of Annual Return GSTR 9-9C with No Dues Certificate until March 2023. [It is necessary to match the GST Annual Return Turnover with the Annual Turnover of the Certificate issued by a Chartered Accountant and the Annual Turnover shown in the Audited Accounts.(Attach Separately)].
- j. The bidder should have submitted the undertaking on Rs.100/- Stamp Paper about the bidder is not blacklisted or no any dispute in process with any Government/ Government Entity /Government Agency as on the date of Bid Submission.(Dispute regarding manpower supply)

Note:-

- All the above criteria compliance is compulsory for all bidders to be qualified for the technical evaluation.
- A bidder would be disqualified if any of the above criteria would not be complied with.
- The successful bidder will have to obtain the required valid labour license for the number of manpower for which the bidder has been awarded the contract within 30 days of the work Order.
- Every document to be submitted by the bidder must be self-attested with a seal and signature (online) without which the tender will not be considered as valid Tender.
- If any discrepancy is found in the above document, the successful Tenderer will be disqualified and the tender will be terminated immediately.

8. SCOPE OF WORK:

The Bidder:

- (a) Shall provide the Services of manpower supply based on requirements placed by the MAIDC at the Places/ branches/ offices set out as per the Quality and Schedule of Specifications;
- (b) Should perform allotted services during the agreement period by following all Laws, Acts, the MAIDC's instructions, and the terms and conditions set out in the Agreement as well as in the Work Order;

- (c) Shall deploy personnel who should be suitably qualified, experienced, and competent, for the expected job title. Candidate has sound physical and mental health, and should not be under the influence of any drug or liquor during duty. Also, has require sufficient knowledge and experience to complete the job assigned to them.
- (d) In case it is found that loss has occurred to the Corporation's property due to unethical behaviour of such deployed manpower, the same shall have to be replaced and compensated by the Selected Bidder without any extra cost to the MAIDC.
- (e) If requested by the MAIDC, the bidder shall provide evidence of the previous experience, qualifications, and competence of any Personnel engaged in the performance of Services;
- (f) Shall withdraw or bar any of its employee/s or agent/s from the provision of the Services if, in the sole opinion of the MAIDC:
 - (i) The quality of Service rendered by the said employee/agent is not by the Quality and Schedule of Specifications; or
 - (ii) It is not in the interest of the MAIDC that such employee/agent of the bidder continues to be involved in the provision of Services;
- (g) Shall be responsible for the selection, hiring, assigning, and supervising of the Personnel and shall deploy a required number of Personnel to provide the Services promptly and efficiently subject to the terms of the Agreement. The bidder also agrees that the deployed Personnel shall be under the supervision, control, and direction of the bidder. The bidder shall be responsible for all negotiations with Personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters;
- (h) (i) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of Services under the Agreement;
 - (ii) The selected bidder shall not knowingly or unknowingly engage manpower related to any political party or under any political influence.
- (i) Shall at all times use all reasonable efforts to maintain discipline and good order amongst its Personnel deployed;
- (j) Shall not exercise any lien on any of the assets, properties, documents, instruments, or material belonging to the MAIDC and in the custody of the bidder for any amount due or claimed to be due by the bidder from the MAIDC.
- (k) The agreement with the selected bidder shall be terminated without any reason and at any time the right to terminate the agreement shall be reserved exclusively by the MAIDC.

- (l) Shall regularly provide updates to the MAIDC concerning the provision of the Services and shall meet with the personnel designated by the MAIDC to discuss and review its performance at such intervals as may be agreed between the Parties.
- (m) Shall be responsible for compliance with all laws, rules, regulations, and ordinances applicable in respect of its employees and agents and shall establish and maintain all or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations, shall also provide Employees Compensation Act Insurance Policy.
- (n) It shall be the responsibility of the bidder to depute one of their employee at their own cost at Headoffice of the MAIDC (name, address, telephone number, and identity proof of the representative shall be communicated in writing to the MAIDC office), who shall be provided with space and Table & Chair by the MAIDC, wherein said person shall be responsible to process all statutory obligations from the office of the MAIDC and produce the challans paid therein, to the MAIDC, which shall be pre-condition for accepting the invoices of the Contractor/ bidder.
- (o) The statutory payment such as a bonus be paid to the bidder/contractor for the preceding financial year at the end of the following calendar year, for which the bidder shall furnish details & attendance of its employees engaged at the MAIDC, also compliance report as per provision of the Payment of Bonus Act.
- (p) The bidder/contractor shall depute/appoint the required manpower at the Head Office, MAIDC, Mumbai, its Regional Offices, Factories and MIL Akola, etc. The details of offices & factories are as under:-

Regional offices

- 1) Regional Office, Pune
- 2) Regional Office, Akola
- 3) Regional Office, Sambhaji Nagar
- 4) Regional Office, Nagpur
- 5) Regional Office, Jalgaon,
- 6) Regional Office, Kolhapur
- 7) Regional Office, Ratnagiri
- 8) Regional Office, Chandrapur,
- 9) Regional Office, Amravati.
- 10) Regional Office, Nasik
- 11) Regional Office, Dharashiv
- 12) Regional Office, Nanded,
- 13) Regional Office, Thane
- 14) Sales Representative at District/Taluka Level, if required

Factory

- 1) Fertilizer Factory, Pachora
- 2) Fertilizer Factory, Jalna
- 3) Fertilizer Factory, Wardha
- 4) Fertilizer Factory, Nanded
- 5) Fertilizer Factory, Kolhapur
- 6) Noga Factory Nagpur
- 7) Sugras Factory Chinchwad, Pune
- 8) Agriculture Engineer Workshop, Chinchwad, Pune
- 9) Research and Development Centre, Pachora, Dist- Jalgaon.
- 10) MIL, Akola

- (q) The bidder shall be responsible and liable in case of any labour disputes/ non-compliance of any statutory obligations and the bidder indemnifies the MAIDC to that effect.
- (r) The bidder shall be obligated to pay the salary on or before the 7th day of every month to its deployed Manpower at the MAIDC and MIL Offices / Factories etc. If in case the bidder fails to pay salary on or before the 7th day the penalty of Rs.10,000/- per day will be charged on bidder.
- (s) The bidder shall have to make the payment of salary directly into the bank account of deployed employees/ workers.
- (t) All manpower engaged under the contract by the selected bidder shall be employees of the selected bidder. It is Bidder's responsibility to give the break to the deployed personnel. The MAIDC shall not have any liability/ responsibility to absorb the persons engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the MAIDC or elsewhere.
- (u) The selected bidder shall furnish the complete address of its permanent and local offices, telephone numbers, fax numbers, emails, etc. to the MAIDC. Any notice or instructions to be given to the selected bidder under the terms of the agreement shall be deemed to have been served on him if it has been sent at a local office or to the address of the selected bidder last notified by them or delivered to the authorized signatory.
- (v) The selected bidder shall in the event of his workman having sustained any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act, 2010 and other applicable laws.
- (w) The manpower deployed by the selected bidder must always carry the photo ID card given by the selected bidder as approved by MAIDC. The MAIDC shall not provide any ID card to any officers & employees deployed by the selected bidder at the offices & factories of the MAIDC.

- (x) The manpower deployed by the selected bidder shall work as per the activities assigned to them by the MAIDC or officers designated by the MAIDC
- (y) The manpower deployed by the selected bidder shall maintain the decorum and obey the instructions of the officer of the charge for that particular work and place of duty. They must follow the procedures of duty, performance, and stipulated time guidelines for working hours as set out occasionally.
- (z) It shall be accepted as an inseparable part of the agreement that in matters regarding competency, efficiency, conduct and behaviour, the decision of the designated officers of the MAIDC shall be final and binding on the manpower and selected bidder in all such matters of compliance or replace the manpower with immediate effect.
- (aa) The selected bidder shall be bound to provide uniforms and other safety kits to the Security Guards, Cleaning Workers, Helpers, and other skilled, Semi-skilled, and unskilled workers deployed at the offices and factories of the MAIDC, as specified and directed by the Government or the MAIDC from time to time.
- (bb) The selected bidder shall also be bound to pay the overtime and other specified and declared allowances and perks payable and revised from time to time by the MAIDC within 5 days. The payment of the above shall be paid to the selected bidder on the submission of invoices to the MAIDC within a reasonable period.
- (cc) The MAIDC shall not be liable and responsible for paying any interest penalties or inventory cost for the delayed payment in any circumstances and the bidder shall not raise any legal dispute for the delayed payment for the reason whatsoever.
- (dd) No external or internal pressure, factors, or influences shall be entertained for the payment of the selected bidder or deny further supply of manpower.
- (ee) If at any stage, it is found that the selected bidder has delayed denied or kept pending supply of manpower for any period, the MAIDC shall be free to take any action as black list the bidder, resist the bidder in dealing with the MAIDC in any kind of services or take appropriate action either in the form of financial penalty as stated above or take appropriate legal action in the court of law.

9. DAMAGE TO PROPERTY AND INJURY TO MANPOWER

- i. The selected bidder shall indemnify and keep indemnified the MAIDC against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

- ii. The MAIDC shall not be liable for damage or compensation payable as per the provision of laws/ Acts in respect or consequence of any accident or injury to any workman or any other person in the employment of the selected bidder. The selected bidder shall have to pay all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or relation thereto.
- iii. In the event of any accident and/or injury, in respect of which compensation may become payable under the Employees' Compensation Act, including all amendments thereof, the authorized officer of MAIDC shall have full powers to retain out of any sums payable/becoming payable to the Selected Bidder, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the authorized officer of the MAIDC shall be final regarding all matters arising under this clause.
- iv. In case it is found that any theft or damage has occurred to the property or premises of the MAIDC due to negligence of manpower deployed by the selected bidder in performing their duty and/or absence from the place of duty and/or not providing substitute by the selected bidder or any other reason, the cost of all such losses or damages as assessed by the MAIDC shall be recovered from the Selected Bidder's monthly bill payments or their Performance Bank Guarantee or in any other manner as may be deemed fit.
- v. In case any manpower of the selected bidder is implicated in any lawsuit or is injured by any person or group of persons, agitating mob, etc. while performing his/her duty/ their duties for the MAIDC, it shall be the sole responsibility of the selected bidder to defend its manpower in the court of law or to extend all medical and financial help, etc. without charging any cost to the MAIDC.
- vi. The MAIDC shall be deemed to be indemnified by the selected bidder for lapses or other mischief etc. by its manpower deployed at various offices and factories of the MAIDC.
- vii. Claims arising due to any activity by the manpower shall be liable for adjustment from the performance bank guarantee furnished by the selected bidder.

10. REPLACEMENT OF DEPLOYED MANPOWER

- i. The manpower being deployed by the Selected Bidder shall ordinarily be continued and would not be changed without written intimation, consultation and approval of the officer of the MAIDC.
- ii. If the selected bidder at its initiative replaces the manpower without intimation and due consent of the MAIDC, penalties shall be levied as per the terms set out in the agreement.

- iii. The selected bidder shall share the list of all manpower deployed on the field on an actual basis at the start of the project through proper documentation. Further, the selected bidder shall keep updated the information of all such deployed manpower regularly to the MAIDC in the form of MIS (A Management Information System). Any change in the deployed manpower shall be immediately communicated to the reporting officer of the MAIDC.
- iv. Upon the written directions of the officer of the MAIDC, the selected bidder shall immediately remove any person or persons deployed from the works/ services thereon; who may in the opinion of the officer of the MAIDC be incompetent or responsible for misconduct.
- v. The manpower engaged under the agreement by the Selected Bidder shall be employees of the Selected Bidder. MAIDC shall not have any liability/ responsibility to absorb the persons engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the MAIDC or elsewhere.

11.REPORTING

For all purposes, the selected bidder shall be reporting primarily to the officials of the MAIDC, irrespective of his/her designation.

12.DURATION OF THE ASSIGNMENT.

This selection process will result in a contract for Three years. The agreement would be signed for Three years with a clause of extension to two years upon satisfactory performance with mutual consent. There may be a yearly internal review of the agreement. In case of a non-satisfactory performance agreement, can be terminated by MAIDC without any reason and at any time.

13.CHANGES IN MANPOWER REQUIREMENT.

- a) The selected bidder must deploy the requisite number of manpower as and when required and notified by the MAIDC. The MAIDC reserves its right to increase or decrease the manpower requirement numbers during the period of the contract as per the job requirement and the selected bidder must abide by the same without fail.
- b) If the employees is willing to discontinue the service, he /she has to give a 2 months prior notice through service provider.

14. a. Payments to the Selected Bidder

- i. Reimbursement of Monthly Invoices would be done every month from the MAIDC upon submission of the invoice with supporting documents such as paid challans of ESIC, P.F., GST, and other statutory compliances.

- ii. Monthly Payment to the selected bidder will be made within 30 days from the receipt of the invoice, subject to the satisfaction of all statutory compliances.
- iii. No interest shall be payable for delay for any reason or any cause for the payment of the selected bidder by the MAIDC.

b. Completeness of Bids

- i. 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.
- ii. The response to this tender should be complete in all respects.
- iii. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in the rejection of its proposal.
- iv. The tender document is not transferable to any other bidder.

c. Language

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

d. Late Bids

Proposals after the due date and time shall not be accepted.

e. Cost of Bidding

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the MAIDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

f. Interpretation of the clauses in the tender document

In case of any ambiguity in the interpretation of any of the clauses in the tender document, the MAIDC's interpretation of the clauses shall be final and binding on the bidder. The decision taken by the MAIDC in the process of tender evaluation shall be final.

15. EVALUATION & SELECTION CRITERIA:

- i. Structure of the Proposal: The technical proposal should consist of the following documents.
 - Undertaking for not being blacklisted and No proceeding pending in any court of law against the bidder for Performance is not well or Penalty charged by the Governments / Public Sector Undertakings.
 - Documents required for eligibility criteria mentioned in this tender documents.
- ii. There shall be two bid systems one is the technical bid and the second is the financial bid and both bids shall be evaluated separately.

- iii. Technical bids shall be opened first and technical qualifications shall be verified by the Bid Evaluation Committee. The committee shall verify the technical qualification based on the documents submitted by the bidder and the Marks obtained.

Sr. No.	Particulars			Maximum Marks
1	Number of years in Operations of the Bidder			10
	i)	Less than 5 years	05	
	ii)	5 years and above	10	
2	Average Annual number of manpower employed, for anyone financial years (2021-22, 2022-23 & 2023-24)			25
	i)	Less than 200 manpower	05	
	ii)	200 to 300 manpower	10	
	iii)	301 to 400 manpower	15	
3	Annual turnover in Rupees, for the last three financial years (2020-21, 2021-22 & 2022-23) (CA Certified)			10
	i)	Rs. 5 Crores To Rs. 10 Crores	05	
	ii)	Rs. 10 Crores to 15 Crores	08	
	iii)	Above Rs. 15 Crores	10	
4	Net worth as per latest balance sheet (CA Certified)			10
	i)	Rs 3 Crores to Rs. 5 Crores	05	
	ii)	More than Rs. 5 Crores	10	
5	Providing services of various categories required by of manpower in any financial year. i.e. 2021-22, 2022-23 & 2023-24			25
	i)	Less than 10 Categories	10	
	ii)	10 to 20 categories	20	
	iii)	More than 20 categories	25	
6	Providing services of various categories of manpower in any financial year. i.e. 2021-22, 2022-23 & 2023-24.			20
	i)	Up to 5 locations with a completed value of Rs. 3 Crores in a single work	10	
	ii)	05-10 locations with a completed value above Rs. 5 Crores in a single work	15	
	iii)	More than 10 locations with a completed value above Rs. 7 Crores in a single work	20	
	Total Marks			100

- iv. A Bidder should secure mandatorily a minimum of 60% marks (i.e. 60 marks out of a total of 100 marks) in Technical Evaluation to qualify the technical Bid and become eligible for opening of financial bids.

- v. Financial bids of only the technically qualified/short-listed bidders, in the presence of the bidder or the authorized representative, who chooses to attend, will be opened online, on the scheduled date and time or any future date as notified.

16.PART-I

Technical Bid (T1)

(To be submitted on Letter the Head of Bidder)

To,
The Dy. General Manager (Admn) Administration
Division,
M. A. I. D. C. Ltd.
'Krushi Udyog Bhavan', Aarey Milk Colony,
Goregaon (East), Mumbai-400 065.

Date:

Sub: E-Tender for Empanelment of Manpower Supplying Agency.

Ref: -

Dear Sir,

Concerning your tender notice No. In daily " dated, we are pleased to participate in the tender for Supplying Contractual Manpower.

Details are as under, we understand and accept that the technical bid evaluation shall be done based on the following criteria.

Sr. No.	Documents to be Submitted	Attested Copy Enclosures
1	Limited / Private Limited Company / Proprietor / Partnership Firm, Co-operative Society, etc.	
2	Tender Fee & EMD paid receipt	
3	CA certified Annual Turnover as per Eligibility Criteria Point No.7(b)	
4	CA certified Net Worth Certificate as per Eligibility Criteria Point No.7(e)	
5	Bank Solvency Certificate as per Eligibility Criteria Point No. 7(f)	
6	The bidder Experience Certificate as per Eligibility Criteria in Point No.7(g) (1 to 4).	
7	The Audited Balance Sheet, Income Tax Return, Form No.26 AS as per Eligibility Criteria Point No. 7(c) and 7(d)	
8	Enclosed all Valid Certificates as per Eligibility Criteria Point No. h,	
9	Affidavit on non-judicial stamp paper of Rs.100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/ terminated/ debarred either by Govt. of Maharashtra or by any local authority and other state Government/ Central Governments organizations till the time of submission of tender.	
10	Power of attorney, resolution of board etc. authorizing an officer of the tenderer.	
11	Copies of Return, Challan and Payment Receipt as per Eligibility Criteria Point No. 7(i)	

I/We have read the terms and conditions mentioned in this tender carefully and I/We shall abide by all the terms and conditions mentioned herein above which shall be part of the agreement to be signed in future.

Thanking you.

Yours faithfully,

Signature of Bidder

Seal

17. PART - 2

Commercial Bid (C1)

(To be submitted on Letter the Head of Bidder)

To,
The Dy. General Manager (Admin) Administration
Division,
M. A. I. D. C. Ltd.
'Krushi Udyog Bhavan', Aarey Milk Colony,
Goregaon (East), Mumbai-400 065.

Date:

Sub: E-Tender for Empanelment of Manpower Supply Agencies.

Ref:

Dear Sir,

I/We fulfill and abide by the terms & conditions referred to in your E- a tender document for the empanelment of Manpower Supply Agencies.

Service Charges are to be quoted on a percentage basis per month in figure (In words _____).

1. The percentage of the service charge of the service provider will be calculated on the amounts of CTC (before GST & Service Charges) only of each class of casual workers.
2. It is noted that the CTC (before GST & Service Charges) of each class of Casual Workers will remain constant for calculation of Service Charge of the Service provider for entire Agreement period & extended period.
3. The Central Government Circular No. F.6/1/2023-PPD dtd.6.01.2023 and No. 6/1/2023-PPD dtd.17.01.2024 should be considered for the calculation for the minimum service charges percentage.
4. C.T.C. for each Class of Casual worker are given on Page No. 23 for reference.

MAIDC does not bind itself to accept the lowest or any other tender to assign any reason for non-acceptance of the same.

You are requested to accept our best offer.

Thanking you.
Yours faithfully,
Signature of Bidder

Seal

शैक्षणिक अर्हता व अनुभव दर्शविणारा तक्ता

अ. क्र.	पद	शैक्षणिक अर्हता	अनुभव	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून)	अंदाजीत पद संख्या कंत्राटी कर्मचारी	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून) ५ वर्ष अनुभवी	अंदाजीत पद संख्या ५ वर्षा वरील कंत्राटी कर्मचारी	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून) १०वर्ष अनुभवी	अंदाजीत पद संख्या १०वर्षा वरील कंत्राटी कर्मचारी
१	उप व्यवस्थापक (लेखा ,कर ,मुल्य कं.का,पणन ,माहिती तंत्रज्ञ , विधी ,प्रशासन, स्थापत्य)			३३७८९/-	१	३५७८९/-	०	३६७८९/-	०
२	सहा. व्यवस्थापक (लेखा ,कर ,मुल्य कं.का,पणन ,माहिती तंत्रज्ञ , विधी ,प्रशासन, स्थापत्य)	संबंधित विषयामध्ये मान्यता प्राप्त विद्यापीठाची पदवी/ पदव्युत्तर पदवी	संबंधित क्षेत्रातील किमान ५वर्षांचा अनुभव	३१४४३/-	१४	३२८९९/-	१०	३३६२८/-	६
३	सहाय्यक / वि.प्र / लघुलेखक (लेखा ,कर ,मुल्य कं.का,पणन ,माहिती तंत्रज्ञ , विधी ,प्रशासन, स्थापत्य)			२३९१०/-	७	२५४०६/-	७	२५४५६/-	७
४	उत्पादन पर्यवेक्षक/ फोरमन	मान्यता प्राप्त विद्यापीठाची पदवी/ आय.टी.आय.	संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२३९१०/-	३	२५४०६/-	०	२५४५६/-	०
५	रसायनवेत्ता	बी.एस.सी / एम.एस.सी . (रसायनशास्त्र)	संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२३९१०/-	१	२५४०६/-	१	२५४५६/-	०
६	विद्युत तारतंत्री	एच.एस.सी/ आय.टी.आय.	संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२३४९४/-	१	२४९९०/-	३	२५७४०/-	१
७	तांत्रिकी (यंत्रचालक , जोडारी ,सांधारी ,यांत्रिकी , मशिनिसट ,बाश्पक ,विजतंत्री)	एस.एस.सी/ आय.टी.आय. एच.एस.सी/ आय.टी.आय.	संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२३४९४/-	१	२४९९०/-	६	२५७४०/-	१

अ. क्र.	पद	शैक्षणिक अर्हता	अनुभव	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून)	अंदाजीत पद संख्या कंत्राटी कर्मचारी	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून) ५ वर्ष अनुभवी	अंदाजीत पद संख्या ५ वर्षा वरील कंत्राटी कर्मचारी	प्रति कर्मचारी मासिक वेतन (सेवा कर व सेवा शुल्क वगळून) १०वर्ष अनुभवी	अंदाजीत पद संख्या १०वर्षा वरील कंत्राटी कर्मचारी
८	सुतार		संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२३४९४/-	०	२४९९०/-	०	२५७४०/-	०
९	अभिलेख लिपिक/ डाटा एन्ट्री ऑपरेटर	संबंधित विषयामध्ये मान्यता प्राप्त विद्यापीठाची पदवी तसेच शासन मान्यता प्राप्त मराठी-३० श.प्र.मि. व इंग्रजी ४० श.प्र.मि . टंकलेखन परिक्षा उत्तीर्ण	टंकलेखक म्हणून २ वर्षांचा अनुभव	२३०७८/-	१८	२४५७४/-	१२	२५३२२/-	१२
१०	वाहनचालक	किमान ९वी पास, वाहनचालक परवाना	वाहनचालक म्हणून ५ वर्षांचा अनुभव	२३०७८/-	१६	२४५७४/-	९	२५३२२/-	३
११	लिपिक कम टायपीस्ट	संबंधित विषयामध्ये मान्यता प्राप्त विद्यापीठाची पदवी तसेच शासन मान्यता प्राप्त मराठी-३० श.प्र.मि. व इंग्रजी ४० श.प्र.मि . टंकलेखन परिक्षा उत्तीर्ण	टंकलेखक म्हणून २ वर्षांचा अनुभव	२२०३८/-	१३	२३५३४/-	२१	२४२८३/-	७
१२	प्रयोगशाळा परिचर	एच.एस.सी.	संबंधित क्षेत्रातील किमान ३वर्षांचा अनुभव	२०८९४/-	०	२२३९०/-	१	२३१३९/-	०
१३	शिपाई / मदतनीस / माळी / सफाई कामगार / सुरक्षारक्षक	एस.एस.सी.	-	२०८९४/-	१६३	२२३९०/-	६८	२३१३९/-	२४

18. INSTRUCTIONS & TERMS OF THE CONTRACT:

a) Submission of Proposal:

The proposal should be uploaded online before the last date and time specified in the schedule in section 2 of this Tender Document. The Managing Director of the MAIDC or its authorized signatory may at its discretion, extend the deadline for submission of bids by issuing a corrigendum.

b) Method of Proposal Submission:

The Technical bid and Commercial bid should be uploaded online on the official website of the E-tendering portal. i.e. www.mahatenders.gov.in

c) Cost and Currency:

The price quoted shall be INR. The applicant shall bear all the costs associated with the preparation and submission of its proposal, and the MAIDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

d) Clarification on the proposal:

To assist in the scrutiny, evaluation, and comparison of offers, the Managing Director or authorized officer of the MAIDC may, at its discretion, ask some or all the bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, the original hard copy of the technical clarifications shall be sent to the MAIDC through courier or in person. The request for such clarifications and the response shall be in writing.

e) Penalty:

The selected bidder has to provide the manpower within 30 days of receiving the demand order. Any delay of more than a week will attract a penalty of Rs.500\ per Man per Month.

In case of manpower leaving the organization of the selected bidder or if manpower is found to be inefficient, the replacement will have to be made available within a week of such event failing which a penalty of Rs.50000\ per week will be levied to the selected bidder.

19. CONFIDENTIALITY AND SECRECY

The Tenderer recognizes that in the course of the transactions envisaged in the Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as “confidential” or “proprietary”) relating to the MAIDC and its businesses including legal, financial, technical, commercial, marketing and business-related records, data, documents, reports, etc., client information, the terms of the Agreement and the details of the negotiations between the Parties (the “Information”). The tender agrees that it shall:

- (a) keep all Information and other materials passing from the MAIDC to the bidder confidential and shall not, without the prior written consent of the MAIDC, divulge such Information to any other person or use such Information other than to carry out the performance of the Agreement;

- (b) take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorized disclosure thereof;
- (c) promptly inform the MAIDC of any potential or accidental disclosure of the Information and take all steps, together with the MAIDC, to retrieve and protect the said Information;
- (d) ensure that the Personnel and all employees of the selected bidder and/or representatives who are given access to the Information shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts; and use the Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner to the exclusion of the MAIDC.
- (e) The obligations contained in this Section shall not apply to any part of the Information in the case where that part of the Information is or has become public (other than by breach of the Agreement) and shall not restrict any disclosure by the bidder required by law or by any court of competent jurisdiction, any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that, so far as it is lawful and practical to do so before such disclosure, the bidder when subject to such disclosure shall promptly notify the MAIDC of such requirement to provide the opportunity for the MAIDC to contest such disclosure or otherwise to agree on the timing and content of such disclosure.
- (f) The bidder shall, on written demand of the MAIDC immediately return the Information together with any copies in its possession.
- (g) The bidder acknowledges that in the event of any breach or threatened breach of this Section by the Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy, and therefore, the MAIDC shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, actual or threatened.

20. VALIDITY OF CONTRACT:

- a. The Agreement shall remain in force for an initial period of 3 years from the Effective Date unless terminated sooner under the provisions of the Agreement.
- b. Notwithstanding what is stated here above, the Agreement shall, unless terminated earlier under the terms hereof, continue to be operative in full force and effect, even after the expiry of 3 years, on a month-to-month basis until renewed in writing by mutual consent of the Parties or terminated on written notice being given either Party. During such continuation of the Agreement, the terms and conditions as set out herein shall be validly subsisting and remain binding on both parties.
- c. **Term of Agreement:-**
 - i. The agreement commences from the date / / . The total term for a period of agreement shall be 3 years.

- ii. The period of agreement may be extended for further years & agreed period exclusively at the MAIDC's discretion.
- iii. The Period of agreement shall subject to the bidder abide the covenants of the agreement signed herein.

d. **Agreement Period**

- i. The total term of the Agreement commences from / / and shall expire on the date on which a term of Three years will be completed and shall be extended up to a mutually agreed period.
- ii. The selected bidder shall submit payment details made to deploy manpower at the MAIDC & if any discrepancies shall be liable to penalty as mentioned herein.
- iii. Likewise, other such terms shall commence and expire accordingly for a further mutually agreed period.

e. **Managing of Directors of MAIDC:-**

The decision of the MAIDC is the Managing Directors concerned with manpower supply contract will be final & binding on the **selected bidder**. In case of a denial from the MAIDC the Managing Directors, the agreement shall be terminated with one month's notice in writing.

21. PAYMENT SCHEDULE FOR THE MANPOWER:

- a) After the selection of the Successful bidder as Manpower Service Provider, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the bidder by the MAIDC for the service rendered.
- b) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.
- c) In addition to the payments, the MAIDC shall pay for any additional services required by the MAIDC, that are not specified in the Price Schedule, the cost for which will again be mutually decided by the MAIDC and the bidder from time to time.
- d) The Price schedule provided to the selected bidder for the payment of manpower deployed at the MAIDC shall be exclusively paid (without deductions of any undisclosed charges)

22. TERMS AND CONDITIONS GOVERNING THE AGREEMENT

a. **Signing of Agreement**

The successful bidder shall have to execute an agreement within one month from the date of allotment of the contract.

In exceptional circumstances, on request of the successful bidder in writing for an extension, MAIDC reserves the right to grant an extension for an appropriate period after getting satisfied with the reasons given. In addition to the terms and conditions mentioned hereunder, all terms and conditions of the Tender and Corrigendum issued shall also apply to the contract.

b. Execution of Agreement

During the term of agreement, the bidder shall closely work with MAIDC, and perform the activities as per the scope of work. In case of poor performance, or non-availability of staff, MAIDC shall terminate the agreement. In this case, the performance security shall be forfeited.

- c. The MAIDC shall issue a letter of intent to the selected bidder. AND the selected bidder shall submit its Acceptance letter to the aforesaid letter of intent by the MAIDC. Conveying his acceptance of the terms & conditions of the Tender.
- d. In the event of any ambiguity or doubt on the terms and conditions applicable, the order of precedence to resolve such ambiguity, doubt or dispute shall be: i) The Attachments and Annexures ii) The letter of Intent iii) The Tender Document.
- e. It shall be the responsibility of the contractor to depute one of their employee at the office of the Corporation (name, address, telephone number, and identity proof of the representative shall be communicated in writing to the CORPORATION office on the contractor's letterhead), who shall be provided with space and Table and Chair by the Corporation, wherein said person shall be responsible to process all statutory obligations from the office of the Corporation, which shall be pre-condition for the accepting the invoices of the Contractor/ service provider.
- f. The Contractor will ensure that manpower deployed shall always carry their respective photo Identity cards and further such manpower deployed shall maintain decorum and obey instructions of the officer in charge for the particular work and place of duty. They must follow the procedures of duty, performance, and stipulated time.

23. PERFORMANCE SECURITY

- a) The contract under this assignment shall carry a Bank guarantee (Only Nationalized Bank) as a performance security of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs).
- b) The successful bidder's EMD payment shall be converted as Performance Security and has to pay the balance amount in the form of a Demand Draft, RTGS, NEFT Bank Transfer only.
- c) The performance security shall remain with the MAIDC for the agreement period plus 120 days. The interest-free performance security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance security.
- d) This Performance Security may be forfeited on violation of any of the condition(s) given below:
 - i) If any of the services, which shall be given, are of poor quality.
 - ii) Bidder is not available to deliver services for a long time (for at least 2 months).

- iii) It is observed that output is not by the approved standard.
- iv) The bidder or his employee is involved in any unlawful activity relating to this work.

24. TRANSFER/SUB-CONTRACTING

The bidder has no right to give, bargain, sell, assign sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

25. SERVICE LEVIES & PENALTIES

Subject to conditions of the contract if the successful bidder fails to commence the activities within the period, the competent authority shall without prejudice to its other remedies under the contract levy the following penalties:

a. Deployment Penalties:

- i) Penalty of Rs.100/- per day per person for resources not deployed for the first two weeks.
- ii) Penalty of Rs.200/- per day per person for resources not deployed after 2 weeks.
- iii) If the delay is beyond the timelines (i.e. 5 weeks) and no extension of time is given by the MAIDC, the agreement may be terminated by the MAIDC and the entire Performance Bank Guarantee will be forfeited.
- iv) It is clarified here that if the delay in deployment of resources is at the request of the MAIDC then, no penalty shall be imposed on the bidder for that period.
- v) The selected bidder may appeal to relax any penalty imposed on payment after 15 days of payment to the Managing Director or authorized Officer of the MAIDC.

b. Operational Penalties:

- i) The penalty of Rs.50 per day per resource absent, starting from 3rd. Day onwards up to 2 weeks.
- ii) Penalty of Rs.100/- per day per resource absent/not deployed starting from the 3rd week onwards up to 2 weeks.
- iii) Resources initially deployed are not to be replaced during the tenure of the project. In case resources are replaced during the tenure of the project. In case resources are replaced, penalties will apply. Quarterly replacements up to 2% of total resources deployed in that quarter-penalty is NIL. Quarterly replacements beyond a 2%-penalty of Rs.250/- per resource shall apply and beyond 5% of deployed resources replacement, Penalty of Rs.500/- per resource shall apply.
- iv) Non-payment of salary to the manpower deployed by the selected bidder before the 7th day of next month. Penalty of Rs.100/- per day per resource starting from the 8th day onwards up to 20 days. Penalty of Rs.200/- per day per resource starting from the 21st day onwards up to 30 days. The penalty of Rs.300/-per day per resource starts from the 31st day onwards up to 40 days. Penalty of Rs.500/- per day per resource starting from the 41st day onwards.

26. GENERAL PAYMENT TERMS AND CONDITIONS.

Payment shall be made by the MAIDC as per the following terms:

- a. The selected bidder shall submit the monthly invoice as per the agreement along with the relevant document proofs.
- b. The division/Regional Office/ Factory shall forward the payment after suggesting penalties to the MAIDC.
- c. The MAIDC will transfer the payment to the selected bidder's bank account.
- d. No interest shall be paid on delayed payments.
- e. The selected bidder shall not charge any late payment fee on the invoice.
- f. The selected bidder shall not be paid any extra charges (or any out-of-pocket expense) against such items that are required for performing proper and efficient work.
- g. After the selection of the "Manpower Providing Agency" as the Service Provider, a price schedule shall be annexed to the Articles of the Agreement according to which all payments shall be made to the contractor by the MAIDC for the services rendered.
- h. After signing the agreement, the selected bidder shall deploy the competent manpower at the required offices of the MAIDC or any other site mentioned by the MAIDC. On rendering his/her services to the MAIDC Office/ factories every month, the Manpower Service Provider shall pay the wages/ salaries to the manpower resource by mode of e-payment directly in the account of the manpower resource. At the time of raising any invoice, the details of the previous month's payments along with the reference to transaction details of RGS/ NEFT shall be attached to the invoices. The selected bidder has to raise an invoice with all supporting documents.
- i. The outsourcing agency shall ensure that the wages/ salaries of the manpower resources deployed to the MAIDC Offices / Factories shall be latest by dated 7th of every month, irrespective of receipt of payment from the MAIDC.
- j. The outsourcing agency shall issue its Firm's salary slip to all manpower resources deployed at the MAIDC Office/ factories every month. It shall be the outsourcing agency's duty to pay monthly salary and other dues as applicable directly to employees deducted by it into their bank account.
- k. The leaves preapproved by the concerned authority of the MAIDC shall be allowed to the deployed manpower as per the prevailing statutory provisions. No wage/ remuneration shall be paid to any manpower resources for the days of absence from duty.
- l. The manpower resource deployed by the outsourcing agency under the agreement shall not claim nor shall be entitled to any perks and other facilities admissible to permanent employees of the MAIDC during or after the contractual period.

- m. These manpower resources shall not have the right to demand perks and other facilities for any type of permanent employment with the MAIDC. These manpower resources shall not claim any benefit/ compensation/ absorption/regularization of services with the MAIDC.
- n. The outsourcing agency shall comply with all the applicable laws and rules of the Government of India, the Government of Maharashtra and the local bodies. The outsourcing agency should at all times indemnify the MAIDC against all claims, damages and compensations against the provision of the Payment of Wages Act; Minimum Wages Act; Employer's Liability Act; The Employees' Compensation Act; Industrial Disputes Act; Maternity Benefit Act; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The MAIDC will not own any responsibility in this regard.
- o. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.

27. SUSPENSION AND TERMINATION OF SUCCESSFUL BIDDER

- a. Subject to the provisions mentioned hereunder this contract shall terminate at the expiry of the agreement term.
- b. Either party may terminate the Agreement if the other party breaches the terms of the agreement and fails to rectify it within 30 days of receiving notice of the breach.
- c. Either party with the consent of the other party can terminate the agreement by giving 90 days written notice.
- d. MAIDC reserves the right to terminate the agreement in case the selected bidder gets blacklisted by any of the departments of the Government of Maharashtra or any other Ministry of Government of India or any Public Sector Undertaking during the agreement.
- e. Upon expiry, the Agreement may be extended and/or renewed subject to the terms of the agreement.
- f. The engagement of the selected bidder shall be suspended/ terminated and the selected bidder may be blacklisted forthwith by the MAIDC under the following circumstances/ reasons:
 - i. Violation of any condition of the agreement or party of any condition of the agreement of engagement, or
 - ii. Deviation found in the quality and quantity of the service provided, or
 - iii. If it is found that during the process of awarding the contract, fraudulence was made by the selected bidder.

28. AMENDMENT

No provision of the contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of the agreement and signed on behalf of all the parties and which expressly states to amend the present agreement.

29. CORRUPT/FRAUDULENT PRACTICES

The MAIDC requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the MAIDC defines the terms set forth as follows:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
- b. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c. "Fraudulent practice" means a misrepresentation of facts to influence the award of a contract or an execution of a contract to the detriment of the MAIDC, and includes collusive practice among Bidder (before or after bid submission) to deprive the MAIDC of the benefits of the free and open competition.
- d. The MAIDC will suspend the award of the contract if prima facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e. The MAIDC will declare a bidder ineligible after giving an opportunity of being heard, either indefinitely or for a stated period, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices on competing for, or in executing this contract.

30. PERFORMANCE OBLIGATIONS

While providing services as per the scope of work, the bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable laws, Statute, regulations and Government requirements and it/shall be solely and fully responsible for consequence/ any actions due to any such infringement.

31. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES:

"Force Majeure" shall mean any event beyond the control of the MAIDC or of the bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by the exercise

of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, acts of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, pandemics, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, pandemics, epidemics, quarantine and plague;
- (iv) Earthquakes, fires, floods, cyclones, or other natural disasters of non-specified nature.
- (v) As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
- (vi) The date of commencement of the event of Force Majeure; the nature and extent of the event of Force Majeure.

32. TERMINATION OF AGREEMENT:

- i) The MAIDC reserves the right to terminate the contract at any stage without assigning any reason.
- ii) Subject to the provisions of the Agreement, either Party shall have a right to terminate this Agreement at any time by giving not less than 90 days prior written notice of its intention to do so, to the other Party.
- iii) Notwithstanding anything herein contained, the MAIDC may by giving 30 days' notice in writing to the bidder, terminate the Agreement under any one or more of the following circumstances:
 - (a) If the selected bidder fails to perform the Services under the Agreement or to observe any of its obligations or breaches all or any of the terms of the Agreement;
 - (b) If the Contractor becomes insolvent or goes into liquidation, whether voluntary or compulsory or is unable to pay its debts as they become due or proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition for insolvency is filed against the Contractor and such petition is not dismissed within 90 (Ninety) days after filing;
 - (c) If in the opinion of the MAIDC, the interests of the MAIDC are jeopardized in any manner whatsoever.
 - (d) It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the MAIDC from pursuing such further and other legal actions, against the selected bidder for any breach or non-compliance of the terms of the Agreement.

33. DISCLAIMER:

The relatives / near relatives of employees of the MAIDC are prohibited from participating in this bid.

The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided Family.
- b. Their husband or wife.
- c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
- d. Any shareholding/interest held by the above directly or indirectly in any company or Partnership firm.

34. INSOLVENCY:

The competent authority of the MAIDC may at any time by notice in writing summarily terminate the contract without compensation to the agreement in any of the following events, that is to say:-

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

35. GOVERNING LAWS AND SETTLEMENT OF DISPUTE:

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

- d) Jurisdiction of Court: The agreement shall be governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

36. LIMITATION OF LIABILITY.

The maximum aggregate liability of the bidder shall not exceed the annual bill value or average annual bill value in case one year is not completed.

37. GENERAL CONDITIONS

- i) The successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the period of agreement.
- ii) The successful bidder shall execute the whole work in strict accordance with the guidelines of the MAIDC.
- iii) The MAIDC shall have the power to make any alterations or additions to the original scope of work.
- iv) The MAIDC reserves the right to increase/decrease the manpower requirement mentioned in Annexure I at any time during the period of the agreement.

38. SIGNING OF AGREEMENT

The successful bidder shall be required to sign a separate agreement for execution of the terms and conditions above.

ANNEXURE-A

Covering letter for proposal submission

(letter on the bidder's letterhead)

To
The Dy. General Manager (Administration)
The MAIDC Ltd.
Dinkarrao Desai Road, Aarey Milk Colony,
Goregaon (East), Mumbai-400065.

Sub: Submission of Proposal

Ref:- MAIDC/ADM/

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on the service area as per scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the MAIDC is true, accurate, and verifiable and the statements therein do not in whole or in part mislead the MAIDC in its short-listing process. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the contract period, if selected to do so.

We agree to unconditional acceptance of all the terms and conditions set out in the tender document.

We hereby confirm that:

1. We would like to participate in this TENDER.
2. We have deposited earnest money of Rs.15,00,200/- online.
3. In case we are selected as a successful bidder, we agree to convert our EMD into performance security.
4. We have successfully executed orders of a similar nature and have sufficient experience and financial strength in handling orders of this value.
5. We have sufficient qualified manpower and necessary materials with support to execute the contract efficiently in the specified schedule.
6. We agree to work on rates of resources provided by Maharashtra State.
7. We further confirm that all chapters of the tender documents have been read and understood and there is no deviation/ discrepancy.

8. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in an absolute sense to reject all or any of the bidders in the tender response.

It is hereby confirmed that we are entitled to act on behalf of our Firm/ company and the attorney empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully

(Authorized Signatory)

(Name)

(Designation)

(Contact No.)

(Place)

(Date and Time)

(Seal & Sign)

(Business Address)

Annexure 'B'
General Details of the Bidder

Sr. No.	Particulars	To be filled by the Bidder/ Contractor
1)	Name and Regd. Office address of the Bidder	
2)	Telephone No(s) and Fax No(s) of the Bidder	
3)	Email Address of the Bidder and its authorized representative	
4)	Other Office address (mentioned in the Tender Documents) Max 2 Office address should provide	
5)	Name of the Authorized Representative, Designation, Mobile No. of the Bidder	

Annexure C:

Contact Details of Bidder

Contact Details of officials for future correspondence regarding the bid process.

Details	Authorized Signatory	Secondary Contact
Name		
Designation		
Company Address		
Phone		
Mobile		
Fax		
Email		

Annexure 'D'
Checklist for Eligibility Criteria

Sr. No.	Documents to be Submitted	Attested Copy Enclosures
1	Limited / Private Limited Company / Proprietor / Partnership Firm, Co-operative Society, etc.	
2	PAN, TAN, PT, GST Registration	
3	Tender Fee & EMD paid receipt	
4	CA certified Annual Turnover and Net worth Certificate having UDIN and Audited Balance sheet for the last three years (2020-21, 2021-22 & 2022-23)	
5	The bidder should have deployed 200 manpower as of 31st March 2024. Copy of the work order or Client Certificate from Central/State Government, Municipal Corporation/ Council/ Local Bodies or Central/ State PSU.	
6	The Bidder should have experience in providing a minimum of 200 skilled, semi-skilled, Technical and un-skilled manpower comprising a of minimum 5 different categories, with a minimum of 5 and more working District locations and the completed value shall not be less than Rs. 3 Crores in any institution in Maharashtra in last three years i.e. 2021-22, 2022-23 and 2023-24 till the due date of submission of bid.	
7	Power of attorney, resolution of board etc. (if any) authorizing an officer of the tenderer.	
8	Affidavit on non-judicial stamp paper of Rs.100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/ terminated/ debarred either by Govt. of Maharashtra or by any local authority and other state Government/ Central Governments organizations till the time of submission of tender. (As per Annexure-F)	

ANNEXURE E:

**Statement of No Deviation from the Tender Requirements
(Letter on the Bidder's Letterhead)**

**To,
The Dy. General Manager (Administration)
The MAIDC Ltd.
Dinkarrao Desai Road, Aarey Milk Colony,
Goregaon (East), Mumbai-400065.**

Sub: Undertaking of No deviation from tender terms and conditions.

Ref: Tender No.

Dear Sir,

I would like to state that in the proposal submitted by _____ (Bidder Name), there are no deviations from the tender terms and conditions proposed for this engagement.

Thanking you,
Yours faithfully,

(Authorized signatory)

(Designation)

(Contact No)

(Place)

(Date)

(Seal of the Firm)

(Rs.100 Non Judicial Stamp Paper and Notarized)

Annexure 'F'

Self-declaration for not being blacklisted by any Government Entity.

AFFIDAVIT

Ref: Invitation for Bid No. TENDER NO.

**To,
MAIDC
Mumbai**

We, the undersigned, declare that:

1. We have examined and have no reservations about the Bidding Documents, including the Addenda issued, if any, following Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Manpower at Various Establishments working under *MAIDC*, Maharashtra State, Mumbai.
3. Our bid shall be valid for 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security under the Bidding Documents.
5. We hereby declare that the Government of India or any other Government Body has not declared us ineligible/ blacklisted/ debarred/ banned or terminated us for any reason whatsoever, in the past. Also, we declare that no negative/ penal order from any Govt. or Private body has been passed against us for any of our works/ contracts. We undertake to declare all such incidences or works, if any, mentioned herein, with documentary evidence, along with the bid submission.
6. We acknowledge, understand and accept that any such incidence, if any, falling under clause 5 above, shall summarily lead to our disqualification from the present bidding process, until it has been reversed/ set aside by judicial/ arbitral order as on the date of submission of bid and any pending/ ongoing petitions/ litigations/ arbitrations shall not be considered.
7. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept the highest-ranked bid / lowest bid or any other bid that you may receive.
8. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely,

Authorized Signatory

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

Full Name and Designation

(On the letterhead of the Company)

**Annexure 'G'
Authority to sign document**

I Mr....., S/o....., residing at.....aged about, years (Designation of the person signing this undertaking) of M/s. (Name of Bidder) that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

The rates quoted by me as a service charge in % are valid and binding upon me for the entire period of the contract.

I/We give the rights to the competent authority of the MAIDC to forfeit the Earnest Money/ Security money deposit by me/us in case of breach of conditions of Contract.

I hereby undertake to provide the services as per the directions given in the tender document/ contract agreement.

(Sign)

Name:

Designation:

Place:

Date:

Seal of the Firm: