

MADHYA PRADESH URJA VIKAS NIGAM LIMITED

(A Govt. of M.P. Undertaking)



No. F/UVN/2023/OS/5000

Date: 20 /01/2023

Notice Inviting Tender

Madhya Pradesh Urja Vikas Nigam Limited, invites online tenders from reputed and experience Agencies for providing services of Computer Operator, Account Assistant, Steno Typist (Hindi/English), Driver, Office Boy, Security Guard, Electrician, Plumber, Carpenter and Mali.

Bid documents which include eligibility criteria, scope of work and various conditions of agreements, formats etc. can be viewed from nodal agency website and can be downloaded from <http://www.mptenders.gov.in> for online submission.

Managing Director

M.P. URJA VIKAS NIGAM LTD.
“URJA BHAWAN”, NEAR 5 No. BUS STOP, SHIVAJI NAGAR,
BHOPAL-462016 (M.P.)
TEL.NO. 0755-2553595, 2556566, FAX No. 0755-2553122
Web site: www.mprenewable.nic.in , E-mail: aee7.mpuvn1982@gmail.com



No. F/UVN/2023/OS/5000

Date: 20/01/2023

NOTICE INVITING TENDER

Madhya Pradesh Urja Vikas Nigam Ltd. invites sealed tenders from reputed and experienced agencies for providing services of following categories of high skilled, skilled, semi skilled or unskilled personnel. The details are as under:-

S. No.	Particulars	Aprox. No. of persons required
1	Computer Operator	50
2	Account Assistant	10
3	Steno Typist (English/Hindi)	05
4	Driver	05
5	Security Guards/	25
6	Office Boy	35
7	Carpenter/Electrician/Plumber	03
8	Gardner	03

The above numbers may increase or decrease as per the requirement.

The workers are required in the office of MPUVN located at Bhopal and all district offices. Details about the minimum Qualification criterion, detailed scope of work, how to apply etc. are given in the tender document. For the implementation of above, Bidders should submit their ONLINE bid along with non-refundable Tender Fee and all requisite documents complete in all respects on or before **06/02/2023** upto 02:00 P.M. in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on **07/02/2023** at 04:00 P.M. in the presence of authorized representatives of Bidders who wish to be present. Financial bids of only successful applicants shall be opened after evaluation of Technical Bid.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from Nodal Agency's website <http://www.mprenewable.nic.in>, E-mail: aee7.mpuvn1982@gmail.com and can be downloaded from mptenders.gov.in portal for online submission. MPUVN reserves the right to accept/reject any/all offers without assigning any reason thereof.

Managing Director

DATA SHEET

No. F/UVN/2023/OS/5000

Date:20/01/2023

1. Madhya Pradesh Urja Vikas Nigam Ltd., invites online tenders from reputed and experienced agencies for providing services of skilled personnel etc.

S. No.	Particulars
1	Computer Operator
2	Account Assistant
3	Steno Typist (English/Hindi)
4	Driver
5	Security Guards
6	Office Boy
7	Carpenter/Electrician/Plumber
8	Gardner

- i. Tender publishing date : 23/01/2023 upto 6.00 P.M.
ii. Online bid submission start date : 25/01/2023 upto 6.00 P.M.
iii. Online bid submission end date : 06/02/2023 upto 2.00 P.M.
iv. Mandatory submission of hard copies : 07/02/2023 upto 3.00 P.M.
v. Technical bid and bid security opening date : 07/02/2023 upto 4.00 P.M.
vi. Tentative Financial bid opening date : 13/02/2023 at 11.00 P.M.

2. Period of contract : Two Years from the date of signing of agreement.
(Extendable for another two years on mutual agreed terms, between Contractor and MPUVNL and shall be further yearly extension availed subjected to the approval of competent authority)

3. Eligibility Criteria:-

- i. Registration of firm with EPF authority and Return for last three Years to show the persons engaged with the firm (The firm should have engaged at least 100 persons in last year).
ii. Registration of firm with ESIC and Return for last three years to show the persons engaged with the firm (The firm should have engaged at least 100 persons in last year).
iii. Audited Balance sheet for two year duly certified by Chartered Accountant.
iv. Registration Certificate issued by Labour Department (for more than 100 persons) during last three years.
v. Permanent Account Number issued by Deptt. Of Income Tax.
vi. Registration Certificate for GST
vii. Having successfully completed works of similar nature, magnitude and duration (worth Rs **75 lacs** or more per year) in last three years.

Note: Please attach relevant documents in proof of above submission.

4. **Sale of Tender Document :-**

Bidder shall pay Tender Fee of Rupees 5,900/- (Rupees Five Thousand Nine only) including GST through online mode at mptenders.gov.in. This Tender Fee is exclusive of portal charges or payment gateway charges. The additional charges beyond the Tender Fee shall be borne by the Bidder.

No exemption towards Tender Fee or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./semi Govt./ PSUs.

5. MPUVN reserves the right to reject any/all tenders without assigning any reason and shall not be liable to indemnify loss of any nature caused to the Bidders due to such act of MPUVN.

Note: Please refer the Notification no. 6/11/अन्वे/पांच/2016/40488-737 dtd. 29-09.2023 of labour Commissioner for the rates of High Skilled, Skilled, Semi Skilled, and Unskilled person, page no. 31,32 of this tender.

GENERAL CONDITIONS OF THE CONTRACT

1.0. Invitation of Tender

Tenders are hereby invited for providing services as per category & Scope of works mentioned in schedule 'A' in the office of MPUVN located at Bhopal and all district offices.

2.0. Period of Contract

Two Years from the date of signing of agreement. (Extendable for another two years on mutual agreed terms, between Contractor and MPUVNL and shall be further yearly extension availed subjected to the approval of competent authority)

Sale, Submission and Opening of Tender Documents

2.1. Sale of Tenders

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from Nodal Agency's website <http://www.mprenewable.nic.in/> and can be downloaded from mptenders.gov.in portal for online submission from **25/01/2023** at 6.00 P.M.

2.2. Submission of Tenders

Financial proposal/Rates are to be quoted ONLINE in the prescribed format for providing services as mentioned in schedule 'A'. Requisite documents as per tender must be submitted ONLINE on or before **06/02/2023** upto 2.00 P.M.. The tenders must be submitted ONLINE as per protocol of mptenders.gov.in portal. Tenders shall be accepted only in ONLINE form.

All the pages of the tender should be signed & sealed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney must be enclosed along with tender.

Instruction to Bidders for ONLINE bid submission one-tendering portal

- a. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b. Tender documents can be downloaded from website <https://mptenders.gov.in/> free of cost. Bidders need to submit the Tender Fee on or before the time of online submission of the bid.
- c. Service and gateway charges shall be borne by the Bidders.
- d. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India

- e. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- f. The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the e-Procurement System.
- g. If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- h. Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- i. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>.
- j. Nodal Agency shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- k. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- l. The Bid Security / EMD should be paid online as per requirement of this RfP. After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
- m. For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at 24*7 help desk contact no.0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to “support-eproc@nic.in”.

IMPORTANT INSTRUCTION: The Bidders shall have to submit their Financial Bid and Technical Bid along with required relevant documents/ certificates, if any, ONLINE ONLY (duly encrypted bids) as per timelines. Only documents/ certificates on stamp papers, Bid Security (if applicable in hard copy) and such other documents as may be prescribed by MPUVNL, as a part of Technical Bid shall be submitted to MPUVNL in original hard copies and the same should reach to the office undersigned by bid submission deadline.

2.3. Opening Of Tenders

Technical bids shall be opened ONLINE by the committee in the office of the MPUVN on **07/02/2023** at 4.00 PM. Financial bids of only eligible bidders shall be opened on **13/02/2023** at 11.00 M

After verification of earnest money deposit, technical bids shall be opened ONLINE in the office of the MPUVN on **07/02/2023** at 4.00 PM.

Eligibility Criteria for Tendering

- i. Registration of firm with EPF and Return for last three years to show the persons engaged with the firm (The firm should have engaged at least 100 persons in last year).
- ii. Registration of firm with ESIC and Return for last three years to show the persons engaged with the firm (The firm should have engaged at least 100 persons in last year).
- iii. Balance sheet & GST Return of Company for last two year duly certified by Chartered Accountant.
- iv. Registration Certificate issued by Labour Department (for more than 100 persons) during last three years.
- v. Permanent Account Number issued by Deptt. of Income Tax.
- vi. Having successfully completed works of similar nature, magnitude and duration (worth Rs.75 lacs or more per year) in each of the last three years.
- vii. Registration Certificate for GST

Note:- Please attach relevant documents in proof of above submission.

3.0. Documents to be submitted with Tender

The ONLINE bid shall be submitted in following two parts at **<https://www.mptenders.gov.in/>**.

I. Technical Proposal

II. Financial Proposal

IMPORTANT NOTE: Copy of all necessary documents, which are required to be submitted by bidder as a part of Technical Bid, shall be mandatorily submitted ONLINE. Failure to do so may lead to rejection of bid without any answerability of MPUVNL. Further, bidder shall submitted original hard copies of documents on stamp paper, bank guarantee (if applicable) and any other document that MPUVNL may require as a part of technical bid.

I. Technical Proposal

Besides the documents in support of terms & conditions mentioned in clause 4, the Technical proposal must also accompany with the following information as its part:

- i. Details of works of similar nature, approximate magnitude and duration carried out and/or hand for last 3 years along with a certificate from the agency.
- ii. Full information including the documents establishing financial capability, resources.
- iii. Undertaking of the Agency confirming the availability of the adequate manpower or requisite qualification and experience for deployment in MPUVN
- iv. Due Power of Attorney authorizing the person to sign the document.
- v. **Earnest Money Deposit (EMD)**
 - a. Token Earnest money deposit of Rs. Rs.2,00000/- (Two lakh Only) must accompany by tender and shall **be paid online** at **mptenders.gov.in** portal. No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.
 - b. Bids not accompanied with earnest money deposit not be opened.
 - c. The EMD shall be returned to the unsuccessful Bidders except L-1 & L-2 after submission of performance guarantee by the successful Agency. If the successful bidder fails to furnish the performance guarantee within 15 (Fifteen) days after the issue of Letter of Acceptance (LoA), his earnest money deposit shall be forfeited unless time extension has been granted by Competent Authority due to unforeseen cause. If the lowest bidder fails to execute agreement within stipulated time then EMD will be forfeited and may ask L-2 for agreement in the L-1 rate. If L-2 not agreed to execute agreement then his (L-2's) EMD will be released.
- vi. Any other relevant information.

II. Financial Proposal

The Financial Proposal should be submitted ONLINE in the format at **mptenders.gov.in** portal.

4.0. Bid Opening

- i. Technical Bid: After verification of earnest money deposit, technical bids shall be opened ONLINE in the office of the MPUVN on 07 /02/2023 at 4.00 PM in presence of the Bidders or their authorized representatives who choose to remain present. The bidders are not found as per criteria which are mentioned above shall be disqualified and their financial bids will be returned unopened.

5.0. Financial Bid: In the presence of eligible bidders who choose to remain present financial bids shall be opened ONLINE on **13/02/2023** at 11.00 AM

6.0. Performance Guarantee

- i. The successful bidder has to submit an irrevocable bank guarantee equal to 10% of the contract value **within 15 days the issue of Letter of Acceptance (LoA)** drawn on any Nationalized Bank/Scheduled Bank in favour of M.P. Urja Vikas Nigam Ltd., towards Performance Guarantee for a period of 2 years and 6 months.
- ii. The performance guarantee shall be held up to 60 days beyond the completion of the contract period and shall be released only after being satisfied the successful completion of the contract and no complaints in the notice of MPUVN and any due liabilities from either the deployed employees or the Agency in the execution of this contract. In case of any complaint, the performance guarantee shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of EPF of workers engaged during contract period or after submitting the individual EPF account details to be certified by provident fund commissioner's office, submission of receipts of payment of applicable tax (month wise details) , if any, as specified in the tender at appropriate places. No interest of any sort shall be payable over the Performance guarantee amount deposited by the agency.

7.0. **Adequacy of Bids**

- i. The Bidder shall be entirely responsible for the adequacy of the rates quoted by them in their bids during the period of contract of two years. The rates quoted by contractor should take into account wage revision during the currency of contract by the Collector. The increase in statutory charges like EPF, ESIC, Income Tax, GST if any, has also to be taken into account in the rate quoted by the bidder. However, the period can be extended further if the services rendered are found satisfactory and both the parties agree for continuation of works.
- ii. The quoted rates shall be inclusive of all taxes (excluding GST), cost of all kinds of insurance Premium Bonus, payment to their workmen not less than the minimum wages as fixed by Collector from time to time, making all deposits and dues like EPF Contribution, ESIC Contribution and any amount becoming payable to his employees due to any rise in minimum wages or due to any amendments/modifications of existing rules of enforced during currency of this tender contract.

8.0. **Tender Validity Period**

The tender along with the rates and terms & conditions thereby shall be opened for acceptance of the Competent Authority of MPUVN for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period.

9.0. **Clarification of Bids**

To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

10.0. **Evaluation Criteria**

- i. Prior to evaluation of bid, the Authority shall determine whether each bid is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the conditions and specifications of the bidding documents and complies with all the statutory laws in force and as amended from time to time without deviation in scope or reservations.
- ii. The minimum liability shall be worked out for each category of labour on taking statutory liabilities into account at prevailing rates on the opening date of tender. The total cost of the bid shall be compared with the total cost derived out of the minimum unit cost liabilities. The bid equivalent to the derived total minimum liabilities or more shall be treated as successful bid. The applicable tax rates and statutory provisions will be accounted for.
- iii. After evaluation, the work shall be awarded to the agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the competent officer authorized by MPUVN shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the competent authority shall be final.

11.0. **For Special Attention of Bidders**

a) **Quoting of Rates**

The agency shall be in obligation to pay the wages to its deployed personnel not less than the minimum wages to the high skilled/ skilled /semi-skilled and unskilled personnel (as per the classification equivalent to the monthly/daily wages determined by the Collector. In this connection, the orders issued by Collector revising the wages from time to time shall be binding on the agency. The agency shall also discharge its liability in respect of Employees Provident Fund, Employees State Insurance (E.S.I.) and GST, in respect of each of the workman deployed to MPUVN. Besides these liabilities, the agency shall also have to bear personal insurance, liabilities to pay bonus and any other liabilities as per existing labour Act as amended from time to time. It is also the responsibility of the agency to provide weekly-off to the workman as per the prevailing laws and provide a substitute to MPUVN on such weekly off. Taking these liabilities into account the **agency shall quote the consolidated rates comprising the following in ONLINE portal:-**

1	Wages
2	EPF (employer contribution)
3	ESIC (Employer contribution)
4	Income Tax, Other charges like leave salary, Bonus, uniform etc. including contractors margin and consumable, if any etc.

The agency will send a photo copy of the EPF, ESI contributions in respect of each employee every month and GST as and when required (monthly/half yearly etc.)

- b) The quoted rates/amounts shall not be less than the minimum wages declared by Collector and other derived statutory obligations like wage revision after every 6 month (April and October each year) by the Collector and increase in, employer EPF contribution, ESI contribution etc.

- 12.0. MPUVN reserves the right to accept or reject partially or fully any or all bids without assigning any reasons. MPUVN also reserves the right to reject any bid which in his opinion is no responsive or violating any of the conditions/specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process.

13.0. **Notice and Instructions**

The Agency shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers etc. to MPUVN. Any notice or instructions to be given to contractor under the terms of the contract shall be deemed to have been served on him if it has been sent at local office or to the address of the firm last notified by the Agency or delivered to authorized signatory.

14.0. **Uniforms and Other Supplies**

The cost of uniforms and other items required for due fulfilment of duties in case of security guards shall be born by the bidder. MPUVN shall not pay any extra charges to the agency against these items which are required for performing proper & efficient working.

15.0. **Advances**

No request for making advance payment on any ground shall be entertained.

16.0. **Claim**

Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract. MPUVN shall not be liable and responsible for any damage/loss of any nature and magnitude caused to the Agency or its employee in the performance of the duty under this contract.

17.0. **Information and Data**

Various information given in this document only provides an idea of the type and scope of the work to be performed by the Agency. It shall be the responsibility of the Agency to fully acquaint itself with the nature of work by self or by authorized representative either by making visit to place of work or any other method it may deem fit, which are relevant to the contract before quoting the tender.

18.0. **Protection of Properties, Premises and Adjoining Premises**

- a. The personnel deployed by the Agency shall protect the materials, furniture and equipment, appliances, structures and all other things and materials in the place of work and adjoining area belonging to MPUVN during the course of performing their duties.
- b. The personnel deployed shall maintain the decorum and obey the instructions of the officer in-charge of MPUVN for that particular work and place of duty. He must follow the procedures of duty performance as set by the competent authority.

19.0. **Accidents**

It shall be the Agency's responsibility to take protective measures to protect the property and persons and prevent accidents during the contract. He shall indemnify the MPUVN against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract and also under the provision of the Workmen Compensation Act, 1923.

In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized office or MPUVN shall have full powers to retain out of any sums payable/becoming payable to the Agency, 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 MPUVN shall be final in regard to all matters arising under this clause.

20.0. **Removal of Agency's Personnel**

The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation of Officer-in-charge/Section-in-charge of MPUVN. Of agency at its initiative replaces the personnel without intimation to MPUVN then a penalty of Rs. 100/- per day per personnel shall be charged to the agency.

Upon the written directions of the Officer-in-charge/Section-in-Charge, the Agency shall immediately remove from the works any person or persons deployed thereon, who may in the opinion of the Officer-in-charge/Section-in-Charge be incompetent or responsible for misconduct. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or such other officer so authorized for such purposes.

21.0. **Competent Authority for Decision**

It shall be accepted as an inseparable part of the contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Competent

Authority Managing Director, shall be final and binding on the Agency in all such matters.

- 22.0. a. In case it is found that any theft or damage has occurred to the property or premises of the MPUVN due to negligence of personnel in performing his/her duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by MPUVN shall be recovered from the Agency's monthly bill or from his performance guarantee.
- b. The Agency shall be fully responsible to deal with all kind of suits/ claims/penalty etc. from any person organization or authority etc. In case MPUVN is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be born by the Agency or recovered from the due amounts payable to the agency and/or from the performance guarantee held by MPUVN.
- c. The high skilled, skilled, semiskilled and/or unskilled persons supplied by the agency shall be of sound physical & mental health and should not be under the influence of any drug or liquor during duty and have full knowledge & experience to competently complete the job assigned to them. In case it is found that any loss has occurred to MPUVN property/interest due to deployment of inexperienced personnel or not possessing proper skill etc., the same shall have to be replaced by the Agency without any extra cost to the MPUVN.
- d. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for MPUVN it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging cost to the MPUVN.
- e. MPUVN shall be deemed to be indemnified by the agency for lapses or other mischievous etc by its personnel's

23.0. **Rate Adjustment**

MPUVN shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Collector rates time to time. The rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by Agency making such payments to that extent only, on a percentage basis.

24.0. **Compliance of Labour Laws and Other Labour Related Matters:-**

- I. The agency shall at their own cost comply with the provisions of labour laws, other relevant rules & orders and notification from time to time whether of Central

- or State or local Govt. as applicable to him or to this contract without any liability and responsibility to MPUVN, whatsoever it may be.
- II. The Agency shall provide and be responsible for payment of wages, salaries, bonus etc. and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from time to time.
 - III. All personnel engaged under this contract by the Agency shall be employees of Agency. MPUVN shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation etc. for obtaining any job in MPUVN or elsewhere.
 - IV. The Agency shall at the time of execution of the contract have PF code Number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous provisions Act 1952 and remit Contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees.
 - V. The Agency shall maintain all records/registers as required to be maintained by him under various labour laws and other statutory laws in force and as amended time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of MPUVN as and when required.
 - VI. The Agency shall also submit periodical reports on various labour laws such as contract labour (Registration & Abolition) Act 1970 Employees Provident Fund Act under intimation to maintain the designation of the principal employer.
 - VII. The Agency shall not pay less than the Minimum Wages and other payments as notified by the Govt. from time to time to his employees.
 - VIII. The Agency shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under laws. He shall deploy adequate number of persons for execution of the contract regulating their working hours and weekly off within the statutory limit.
 - IX. The Agency shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc to his employees, as required under law.
 - X. The Agency shall in the event of his workman/employees sustain 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 Workmen's Compensation Act-1923.
 - XI. If any of the persons engaged by the Agency misbehaves with any officials of the MPUVN or commits any misconduct in connection with the property of the MPUVN or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
 - XII. The Agency shall get the antecedents of the persons engaged by him verified from the police station concerned and produce certificate in this regard to MPUVN.

MPUVN has the right to deduct and disburse the claims of the individual/parties on any account what so ever, in relation to their employment with the Agency. The performance guarantee shall be released subject to an undertaking by the

Agency for 3 month after expiry/termination of contract period and it shall be in the event any of his workmen or the heirs of workman puts up a claim for recovery of money due to him from the Agency, before the appropriate authority under the Industrial Dispute Act, 1947 or under any other labour law or for compensation under the workman's Compensation Act-1923 and the appropriate authority gives a direction for making payment the agency shall meet the same.

26.1 Safety Provisions

The agency shall at its own expense, arrange for the safety in his operation as required. In case the agency fails to make such arrangement, the authorized officer/staff of MPUVN shall be entitled to recover the costs thereof from the agency.

The failure to comply with the provisions of the safety manual, the agency shall without prejudice to any other liability pay to MPUVN a sum not exceeding Rs. 100/- (Rupees one hundred) per day for each day of default.

26.2 Income Tax

During the course of the contract period, deduction of income tax at source at the prevailing rate of income tax department issued from time to time from the basic amount of each bill shall be made by the Officer-in-Charge/authorized officer/staff of MPUVN releasing payment until informed otherwise by the Officer-in-charge or the officer so authorized on his behalf.

27. Default By the Agency

- 1) If the Agency fails to start the work on the specified date and time, repudiates the contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC & other liabilities if any, the MPUVN may without prejudice to any other remedy to the MPUVN recover damages for breach of the contract.
- 2) In case of failure of the Agency in fulfilling the contract, the competent authority of MPUVN may at its discretion, terminate the contract either in part or full of the total services provided by giving 15 days advance notice to the Agency assigning reasons thereof. On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days of deadline date. MPUVN shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.
- 3) That, if at any stage during the period of the contract any case involving moral turpitude is instituted in a court of law against the contractor or his employees, the MPUVN reserves exclusive and special rights for the outright termination of the contract without any notice to the contractor and in that event the contractor shall not be entitled to any compensation from the MPUVN.
- 4) If the performance of the Agency is found poor and despite of instruction he fails to improve the same, the MPUVN shall recover any amount towards penalty or losses as decided by the authorized officer and to terminate the contract without any notice. The Agency shall not be entitled for compensation to any loss which he may incur in this regard.
- 5) In case of termination of contractor during contract period, the work can be awarded to the other agency at risk and cost of the agency and extra amount if

any payable to the new agency during the balance contract period shall be deducted from the performance guarantee of the agency.

28. Submission of bills and Payment

- a. The Agency shall have to make payments every month towards the wages and other statutory liabilities first from its own resources and then get the reimbursement of the same to the extent of the admissible amount based on the rates and terms of the contract.
- b. The Agency shall have to get the attendance verified by 2nd working day of next month and submit the consolidated bills accordingly to the Officer In-charge for verification up to 10th of following month along with a copy of the Acquaintance roll of payments made to personnel deployed. The Agency is required to submit the copies of GST, provident fund challan on quarterly basis in support of depositing P.F., ESI contribution for total number of personnel deployed against the contract for the preceding months in support of depositing the required GST, P.F. and ESI, Similarly certified copies of salary breakup paid by the Agency to the concerned personnel deployed to MPUVN under the awarded contract showing P.F. and ESI contributions shall also be submitted by the Agency. All above payments details has to be submitted in prescribed format. If these details required to be submitted on quarterly basis are not submitted by 10th of succeeding month then a penalty of Rs. 100/- per day shall be imposed and be recovered from his bill/performance guarantee.
- c. Efforts shall be made by MPUVN to verify the bills and arrange for the payment of bills to the Agency within one week after submission of the bill each month. The payment shall be made through Account payee cheque only. However, MPUVN shall not be liable for compensation of any sort or interest accrued due to any delay in making the payments to the Agency. Advance payment shall not be made against pending bills for verification etc. or any other account.
- d. However before submission of the bill, the Agency has to ensure that the payment of persons deployed by the Agency have been made for the billed period before 10th of the next month under any circumstances. If payment is not done in the aforesaid date then penalty may be imposed @ Rs. 100/- per person per day.
- e. **Payment to the deployed personnel**

Payment shall be made by the agency to the deployed personnel through e-payment in their account or account payee cheque & inform to the MPUVN in each month along with the statement.

29. Checks & Supervision by the Agency

The Agency shall ensure that its employees perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by MPUVN. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel's of the Agency, all the losses so occurred to MPUVN property shall be recovered from the amounts payable to the Agency and his performance guarantees.

30. Contractor/Agent death, becoming insolvent or imprisoned

In the event of the death or insanity of the agent on account of serious/communicable disease or accident etc. the contract may be terminated by giving notice in writing or pasting the same at office notice board and advertising in one daily local newspaper Any outstanding payments shall thereafter be paid at appropriate rates after recovering all dues including balance payment if any to the persons certified legally to receive such payment. If the agent is imprisoned, becomes insolvent, compound with his creditor, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation goes in to liquidation or becomes to be wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the MPUVN shall be at liberty:-

- a. To give such liquidate, received, or other person in whom, the contract may become vested, the option thereof award the contract or a portion, thereof to be determined by the MPUVN subject to his providing an appropriate guarantee for the performance of such contract, or
- b. To terminate the contract forthwith by giving notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further actions as provided in the clause "Clause 26. Default by the Agency" treating as if this termination is ordered under that clause.

In case of any change of constitution of the agency, the rights of MPUVN should not suffer.

In case of any disputed, the matter is to be resolved in as "arbitration" solely headed by an officer of MPUVN not below the rank of Managing Director or their authorized Officer and his decision shall be binding on both the parties.

SCHEDULE-A

SCOPE OF WORK

The details are mentioned in the schedule of work hereunder

1. Providing Computer Operators (High Skilled) (English & Hindi) :-

Qualifications: -Graduate with PGDCA/DCA/DTP with 2-3 year experience having good knowledge in Ms-Office.

2. Providing Account Assistant (High Skilled) :-

Qualifications: - B.Com/M.Com with 2-3 years experience. Having experience in Accounting package Tally ERP-9, especially Ex-Generation Next software of 01 year.

3. Providing Steno Typist (High Skilled) (English/Hindi) : -

Qualifications: - Graduate- Shorthand Hindi 80-100wpm & Typing 50-60 wpm and Shorthand English 80-100 wpm & Typing 60 wpm with 2-3 years experience in any reputed organization. Preference shall be give to candidates having experience in Ms-Office.

4. Providing Driver (Skilled):-

Qualifications: -Minimum class 8th pass and valid Driving Licence

5. Providing Plumber/Carpenter/Electrician(Skilled):-

Qualifications:-Minimum ITI pass in above categories.

6. Providing Office Boy(Semi Skilled)

Qualifications:-Minimum class 8th pass

7. Providing Gardner(Unskilled)

Qualifications:-Minimum class 8th pass and knowledge of Gardening

8. Providing Security Guard(Unskilled)

Qualifications:-Minimum class 8th pass

SUBMISSION OF TENDER

To,

The Managing Director,
Madhya Pradesh Urja Vikas Nigam Ltd.,
Urja Bhawan, Shivaji Nagar,
Bhopal.

Sub: **Deployment of Personnel for Computer Operator (Hindi & English), Accounts Assistant & Steno Typist (English & Hindi) Driver, Plumber/ Carpenter/ Electrician, Gardner & Security Guard/Office Boy in MPUVN.**

Sir,

I/We hereby submit the Tender and if this tender is accepted, I/We undertake to execute the above work described in the Contract Document and any such variation by the way of alternations or additions to and omissions from the said work and methods of payment as are provided for in the conditions of contract.

I/We fulfill the eligibility criteria as per clause 4 of General Conditions of Contract. We have gone through the various terms and conditions and I/We agree to undertake the work.

I/We agree to keep the offer in the tender open for acceptance of competent Authority of MPUVN for a period of 90 days as mentioned in the tender notice and undertake not to modify the whole or any part of it for any reasons within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the MPUVN shall have the right to forfeit the earnest money deposited by me/us.

I/We have carefully read and understood the instructions in the tender document and that I/We have made such examinations of the contract documents and of the location of the said work and other investigations required for execution of the work in the contract and in the said scope of work and distinctly agree that;

I/We shall not thereafter make any claim or demands upon the Authority based upon arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements conversant, agreements, stipulations, restrictions and conditions.

I/We have paid Rs. 2,00,000/- (Rs. Two Lakh only) towards Earnest Money in prescribed manner, proof of the same is duly submitted with this bid, which shall not bear any interest payable by MPUVN. If my/our tender is not accepted, this sum shall be returned to me/us when intimation is sent to me/us or at the earlier, if my/our tender is accepted, Earnest Money Deposit shall be returned to me/us after entering into agreement duly furnishing performance guarantee within specified time limit upon intimation being given to me/us by the Competent Authority of MPUVN for

acceptance of my/our tender. I/We shall enter into the required agreement duly furnishing performance guarantee as prescribed failing which I/We agree to the forfeiture of the earnest money. Any notice required to be served on me/us if delivered to me/us personally or forwarded to me/us by Registered post to me/us or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post if it would be delivered at the address to which it is sent.

I/We fully understand that written agreement to be entered into between me/us and the Authority shall be the basis of the rights of both the parties and contract, shall not be deemed to be completed until agreement has first been signed by me/us and then by the officer authorized to enter into contract on behalf of the MPUVN

SIGNATURE/AUTHORIZED
SIGNATORY OF AGENCY/CONTRACTOR

Address:

Dated, the -----day of ----- 2023

Signatures of witness
(With his name and address)

SCHEDULE -B**FINANCIAL BID****(To be submitted ONLY online; NO hard copy submission)**

For Deployment for personnel's for Computer Operator (Hindi & English),
Accounts Assistant & Steno Typist (English & Hindi) Driver, Plumber/Carpenter/
Electrician, Gardner & Security Guard/Office Boy in MPUVN.

We have read and understood all the terms and conditions mentioned in this tender and agree to abide by them. In confirmation to the terms and conditions mentioned in the Tender Document, We quote rates in each category per person/per month as under:-

S. No.	Particulars	Computer Operator (high skilled)	Account Assistant (high skilled)	Steno Typist (English/ Hindi) (high skilled)	Driver (skilled)	Security Guard (unskilled)	Office Boy (Semi skilled)	Plumber/ Carpenter/ Electrician (skilled)	Gardner (Unskilled)
1	Present Minimum Wages rate as declared by Collector, Bhopal								
2	EPF @ 13 %								
3	ESI @ 3.25 %								
4	Agency Service Charges on Collector Rates @ %								
5	Total								

Note: The quoted rates are deemed to include all such deposits, taxes, agencies over head and profit etc. excluding GST which will be paid extra as per Govt.Act.

Conditions/Note to financial proposal:

01. MPUVN may modify minimum qualifications, experience, physical standard etc. for each category of personnel to be deployed to efficiently perform the desired duty and Agency shall have to provide the personnel accordingly on the same rates if there are no substantial changes.
02. The personnel's shall be required to work as per Government orders. The general leave shall be provided as per the Government Holidays/orders.

SPECIAL CONDITIONS OF THE CONTRACT

The Services to be provided for different work shall be provided for eight hours. The details of scope of work, qualification, experience and duty requirements of various categories of personnel and other terms are prescribed in Schedule-A for the guidance. The instructions of the officer in-charge of MPUVN shall be final and binding to the agency.

- i. The service of the Agency shall be covered by the rules and regulations of the MPUVN, which may change from time to time and shall be as part of the instructions given by the officer in charge of MPUVN from time to time.
- ii. The services provided by the Agency should be as per requirement and excellence of nature of job for which it is provided.
- iii. The registers showing the different services provided by the Agency, daily on work categories of services etc. shall have to be maintained by the agency which shall be countersigned by the authorized person of the MPUVN.
- iv. If the Agency fails to provide different categories of services as per requirement of MPUVN, the MPUVN has the right to engage services of such persons to make alternative arrangement as may be necessary for ensuring the services at the risk and cost of the Agency and the expenses incurred thereon shall be deducted from the bills of the Agency in additions to the penal charges as decided by the competent authority.
- v. Dispute, if any, with regard to this agreement shall be subjected to jurisdiction of court at Bhopal.
- vi. The agency shall have to abide by all the rules and regulations of State/Central Govt. under Minimum Wages Act-1970, Contract Labour (Regulation and abolition) Act-1970 and such other acts/regulations as may be in force or amended form time to time.
- vii. The Agency shall abide by all the rules and regulations code and conducts of the employees laid down by the MPUVN from time to time.
- viii. In the event of any default, failure, negligence or breach in the opinion of MPUVN, on the part of the contractor/Agency in complying with these conditions specified or in the forgoing clauses the MPUVN may terminate the contract forthwith without payment of any compensation of damage and forfeit in full or in part the amount deposited against any performance guarantee by the Agency and by stopping any of all due amounts for the due performance of the agreement.
- ix. The agency shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

- x. The agency shall during the period of this contact insure to protect the MPUVN against any claims, suits, penalties etc. for workmen's compensation or otherwise in connection with the services rendered as aforesaid with such insurance company and shall produce for inspection the receipt from time to time for current premium.
- xi. The Agency shall pay latest minimum wages as prescribed by central/state Government from time to time.
- xii. If any complaint regarding non payment of salary, GST, non deposition EPF & ESIC etc. are noticed and MPUVN may terminate the contract and debar the agency for future tendering.
- xiii. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond seven working days would attract a penalty @ Rs.100/- per day on the service providing agency.
- xiv. For all intents and purpose, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Steno/Computer Operator/Account Assistants/Security Guard/Office Boy so employed and deployed in MPUVN. In any case the personnel provide by the agency shall not be the employee of MPUVN. The earnest money deposit submitted by Agency shall be forfeited by MPUVN in the following event.
 - a. Withdrawal/change in offer during the process of rates acceptance.
 - b. Non-furnishing of performance guarantee and police verification report of the personnel to be deployed as mentioned in the Letter of Acceptance within 15 (Fifteen) days after issue of LoA.
 - c. Non-execution of the agreement and Work Order.
- xv. The quantity (no. of personnel required) mentioned in the Tender Form for providing different services is estimated and may vary as per actual requirement during the period of contract. It should be clearly understood that, the total quantities of different services to be provided category wise as mentioned in schedule "A" are for **period of two years extendable with mutual consent.**
- xvi. **The quoted rates are deemed to include all such agencies over head and profit etc. as per financial bid.**
- xvii. The payment shall be effected on calendar month basis irrespective of actual working days of the month. However, the payment for extra hours/absence shall be regulated on the basis of days in the month under consideration.
- xviii. MPUVN shall have full powers to terminate the contract any time after giving one month's written notice without assigning any reasons. The Agency shall not be entitled for any claim or any compensation on any account arising out of it.

- xix. The quantities shown in the schedule are indicative in nature. Although it is discretion of the officer in charge of MPUVN to ask the agency to deploy the number of personnel's as per the need. The Agency shall be paid only for the personnel's actually deployed at the quoted rates. No claim or compensation on account of increase or reduction of any quantity/quantities shall be entertained.
- xx. To meet the requirement of additional personnel's, the agency shall have to provide the same within 7 days of intimation by phone/writing. The payment of such personnel's shall be made on quoted rates in the tender and shall be regulated as per XVII above.
- xxi. It is mandatory for agency to maintain and submit the records, returns etc. As per Labour, EPF, ESI, GST. Etc. rules to the concerning with a copy to MPUVN.
- xxii. The rates shall be quoted both in words and figures for all the categories of employees by the Agency at the specified place provided in the schedule of quantities of the tender document, rates quoted at any other place in the tender shall not be considered as valid.
- xxiii. Generally payment shall be effected in the multiple of units shown in the schedule. However if the services are desired by MPUVN for any partial period the proportionate rates shall be paid.
 - a. When the unit is month, the month shall be considered of respective days in the month for payment for recovery/additional work for any part of the month.
 - b. When the unit is man day, the man day shall be considered to be of working day of 8 working hours.
- xxiv. Security Guards engaged shall be fully acquainted with the use of fire fighting equipments, if required necessary training shall be imparted to them by the agency.
- xxv. Agency shall have a valid licence issued by the competent controlling authority as per the provisions of "The Private Security Agencies (Regulation) Act. 2005"

TECHNICAL BID

1. For **Deployment of Personnel's for computer Operator (Hindi & English), Account Assistant, Steno Typist (English & Hindi), security Guard & Office Boy.**
2. Name of Tendering Company/ : -----
Firm/Agency : -----
(Attach Certificate of Registration)
3. Name of Proprietor/Director :-----
Of Company/Firm/Agency
4. Full Address of Regd. Office :-----
Telephone No. :-----
Fax no. : -----
E-mail address :-----
5. Full Address of Operating/ : -----
Branch Office in M.P. :-----
Telephone No. :-----
Fax no. : -----
E-mail address :-----
6. Banker of Company/Firm/ : -----
Agency with full Address : -----
Telephone No. :-----

Fax no. : -----
7. PAN/GIR no. : -----
8. GST Registration no. :-----
9. E.P.F. Registration no. : -----
10. E.S.I. Registration no. :-----

11. Financial Turnover of the tendering Company/Firm/Agency for the last 3 Financial Years(as per audited balanced sheet):

Financial Year	Amount INR	Remarks, if any
2018-2019		
2019-2020		
2020-2021		

12. Given details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format(copy of agreement/certificate):

S.no.	Details of client along with address, telephone and Fax no.	Amount of Contract (Rs. Lacs)	Duration of Contract	
			From	To
1				
2				
3				

(If the space provided is insufficient, a separate sheet may be attached)

13. Additional information, if any
(Attach separate sheet, if required)

Date:

Place:

Signature of Authorized Signatory

Name:

Seal:

DECLARATION

1. I, Son/Daughter/Wife of Shri
..... Proprietor/Director/Authorized Signatory of
the Agency/Firm, mentioned above, is competent to sign this declaration and execute
this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact
that furnishing of any false information/fabricated document would lead to rejection
of my tender at any stage besides liabilities towards prosecution under appropriate
law.

Date:

Signature of Authorized Signatory

Place:

Name:

Seal:

AGREEMENT

This agreement made at Bhopal on the day of 2021 between Madhya Pradesh Urja Vikas Nigam Ltd. Limited, a wholly Government of Madhya Pradesh owned company incorporated under the provision of Companies Act 1956 and having its registered office at Urja Bhawan, Link Road No.2, Shivaji Nagar, Bhopal 462016 (hereinafter referred to as “MPUVN” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of FIRST PART.

And

M/s incorporated under the provision ofand having its registered office at “.....(Hereinafter referred to as Contractor” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of Second PART.

Now this agreement witnesseth as follows

- 3) In this agreement word and expression shall have the same meanings as are respectively assigned to them in terms and conditions of contract herein after referred to.
- 4) The following documents shall be deemed to form, be read and construed as part of this agreement viz
 - a. Letter of Acceptance issued by MPUVN;
 - b. Power Attorney;
 - c. Bid Document;
 - d. Technical Proposal;
 - e. Financial Proposal;
 - f. Copy of Performance Security.
- 5) In consideration of the payments to be made by MPUVN to the agency as hereinabove mentioned the agency hereby covenants to the MPUVN to complete the services in all respects in conformity with the provisions of the contract.

In witness where of the parties have hereinto set their respective hands and seals the day and year first above written.

Authorized Signatory Authorized Signatory

For and on behalf of the

For and on behalf of the

MP Urja Vikas Nigam Ltd.

Addl. Administrative officer (Estt.)M/s.....

(.....)

Authorized Signatory

Witness

1. Signature

2. Signature

Name:

Name:

Address: Urja Bhawan, Bhopal

Address:

PERFORMANCE SECUTIRY GUARANTEE BOND

BANK GUARANTEE NO

Amount of Guarantee Rs.....(Rupees.....)

Bank Guarantee covers from To

This deed of guarantee made on Day of between
(hereinafter called the guarantor) on the one part on behalf of M/s
..... (hereinafter called the Agency) and in favour M.P. Urja
Vikas Nigam Ltd., (hereinafter called the Nigam) on the following terms and conditions:-

1. Whereas the Agency having agreed into agreement on with the Nigam (a copy of said agreement has been received by us) and Agency having agreed to security of Rs..... (Rupees.....) in favour of the Nigam in form Bank Guarantee, in deployment of Personnel for computer Operator (Hindi & English), Account Assistant, Steno Typist (English & Hindi), Plumber, Electrician, Carpenter, Gardner, security Guard & Office Boy vide order no Dated To the satisfaction of the Managing Director of the Nigam for two years plus month against the said contract.
2. Whereas the guarantors further agree that the Managing Director of the Nigam is competent to decide whether the deployment of personnel for computer Operator (Hindi & English), Account Assistant, Steno Typist (English & Hindi), security Guard & Office Boy are in good proper working conditions, his decision shall be binding on us.
3. Whereas the guarantors further agree to pay immediately the amount guaranteed within a period of one week of the same being demanded by the Nigam without any demur making any reference to the contractor of keeping any reservations.
4. This guarantee shall remain enforce and shall continue to be enforceable till and
 - i. Shall be extended on receiving instructions from the Nigam without taking any reference to the contractor,
 - ii. However the Bank Guarantee shall stand automatically enforceable for a period of further six months unless discharged by the Nigam, under intimation to the Nigam by the Bank immediately.
5. Whereas the guarantors further agree that their liability under this guarantee shall not be affected by reason if any change in the agreement or the terms and conditions between the Agency and the Nigam or without the consent or knowledge of the guarantor.
6. Whereas the guarantors further agree that Managing Director decision whether Agency has committed any breach or non-observance of the terms and conditions of the said contract shall be final and enough for us to make payment to the Nigam.

7. Whereas the guarantor further agree that the amount due or amounts of suffered by the Nigam are binding on us and undertaking to pay the amount guaranteed hereby under or part there of as required, within one week of the demand made by the Nigam.
8. Whereas the guarantors hereby undertake not to revoke this guarantee bond during its currency period except with the previous consent of the Nigam in writing. However unless a demand or claim is made in writing on or before the expiry of this guarantee as mentioned in clause no4 (i&ii) the guarantor shall be released and discharged from all liabilities there under.

Not with standing anything contained in foregoing our liability under this guarantee is restricted to Rs..... (Rs.....) our guarantee shall remain in force up to six months from the date of expiry of currency/extended period of the Bank guarantee.

श्रमायुक्त कार्यालय, मध्यप्रदेश शासन, इन्दौर

क्रमांक 6/11/अन्वे./पांच/2015/40488-737,

इन्दौर, दिनांक 29-9-2022

अधिसूचना

विषय— न्यूनतम वेतन अधिनियम 1948 के अन्तर्गत राज्य के श्रमिकों के लिए दिनांक 01.10.2022 से न्यूनतम वेतन की दरें परिवर्तनशील मंहगाई भत्ते सहित प्रभावशील करने के संबंध में।

स.प्र. राजपत्र दिनांक 10 जून 2016 के पृष्ठ क्रमांक 670 एवं 671 पर प्रकाशित श्रम विभागीय अधिसूचना क्र. एच 4 (सी) 1-2013/अ-18 के अनुसार राज्य के श्रमिकों के लिए न्यूनतम वेतन की दरें पुनरीक्षित की गई थी जो अखिल भारतीय उपभोक्ता मूल्य सूचकांक 241 (जनवरी से जून 2014)-2001=100 को आधार मानकर संबंध की गई है। जो दिनांक 10 जून 2016 से लागू है।

उपरोक्त विषयावर्तित अनुसूचित नियोजनों की सूची में क्रमांक 1 से 36, 39 से 55 तथा 57 से 68, 68, 70, 71 एवं 72 तक कुल 67 नियोजनों में न्यूनतम वेतन की दरें अभी तक घोषित परिवर्तनशील मंहगाई भत्ते को विनियोजित करते हुए दिनांक 01.10.2022 से 31.03.2023 तक प्रभावशील की गई है। गत छ माही का औसत 358 रहा है। अतः इसके कारण गत छ माही में मान्य किये गये अखिल भारतीय उपभोक्ता मूल्य सूचकांक के औसत के ऊपर $(366-358) = 08$ औसत बिन्दुओं की वृद्धि हुई है। जिसके कारण जारी दरें निम्नानुसार रहेगी:-

अनुसूची -अ

67 अनुसूचित नियोजन में मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ते सम्मिलित है।

(आकड़े रुपये में) (28 दिन का मान से)

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन		राउण्डअप में देय वेतन
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	
अक़राल	6500.00	250.00	2825.00	108.65	9325.00	358.65	359.00
अध क़राल	7057.00	271.42	3125.00	120.19	10182.00	391.62	392.00
क़राल	8435.00	324.42	3125.00	120.19	11560.00	444.62	445.00
उच्च क़राल	9735.00	374.42	3125.00	120.19	12860.00	494.62	495.00

अनुसूची -ब

किसी स्लेट पब्लिक निर्माण शाला में नियोजन

मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ता भी सम्मिलित है

(आकड़े रुपये में)

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन		राउण्ड में देय वेतन
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह
क़राल	6500.00	250.00	2825.00	108.65	9325.00	358.65	359.00
अध क़राल	8705.00	257.88	3125.00	120.19	9830.00	378.08	378.00
मुनिमल्लाकार	8435.00	324.42	3125.00	120.19	11560.00	444.62	445.00
क़राल	9522.00	366.23	3125.00	120.19	12647.00	486.42	486.00
उच्च क़राल	9735.00	374.42	3125.00	120.19	12860.00	494.62	495.00
क़राल	10155.00	390.57	3125.00	112.50	13280.00	510.77	511.00

अनुसूची -अ

67 अनुसूचित नियोज्जनों में मासिक एवं दैनिक वेतन दरें जिसमें परिवर्तनशील मंहगाई भत्ता सम्मिलित है (आंकड़े रुपये में)

न्यूनतम मूल वेतन	परिवर्तनशील मंहगाई भत्ता	कुल वेतन	रुपये में राउण्ड अप कर दैनिक दर	श्रमिकों का वर्ग	न्यूनतम वेतन की पुनरीक्षित दरें	परिवर्तन शील मंहगाई भत्ता	कुल वेतन	रुपये में राउण्डअप कर दैनिक दरें						
प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिदिन	
दिनांक 01.04.2022 से 30.09.2022 तक							दिनांक 01.10.2022 से 31.03.2023 तक							
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
6500.00	250.00	2625.00	100.96	9125.00	350.90	351.00	अकुशल	6500.00	250.00	2825.00	108.65	9325.00	358.65	359.00
7057.00	271.42	2925.00	112.50	9982.00	383.92	384.00	अर्धकुशल	7057.00	271.42	3125.00	120.19	10182.00	391.62	392.00
8435.00	324.42	2925.00	112.50	11360.00	436.92	437.00	कुशल	8435.00	324.42	3125.00	120.19	11560.00	444.62	445.00
9735.00	374.42	2925.00	112.50	12660.00	486.92	487.00	उच्चकुशल	9735.00	374.42	3125.00	120.19	12860.00	494.62	495.00

स्पष्टीकरण-

- (1) मजदूरी निर्धारण में पैसे तथा रुपये के मुण्डाको को राउण्ड अप करके ही दैनिक एवं मासिक मजदूरी निर्धारित की जावेगी। वित्त विभाग के परिपत्र क्रमांक एफ 9-7/2006/नियम/चार, दिनांक 20 सितम्बर, 2006 में 50 पैसे अथवा उससे अधिक पैसे हो तो, उन्हें अगले उच्चतर रुपये में पूर्णांकित किया जावेगा और 50 पैसे से कम राशि को छोड़ दिया जावेगा। विशेष टीप :- उपर्युक्त अनुसूची -क में निर्धारित दैनिक वेतन की दरें 30 दिन से विभाजित कर निर्धारित की गई हैं। इसलिए सभी कर्मचारियों एवं श्रमिकों को वेतन सहित साप्ताहिक अवकाश देय होगा, अर्थात् मासिक वेतन में से साप्ताहिक अवकाश के लिए कोई कटौती नहीं की जा सकेगी।
- (2) अकुशल श्रमिकों के लिए दर्शाई गई वेतन दरों पर लेबर ब्यूरो शिमला द्वारा निर्मित औद्योगिक श्रमिकों के लिए अखिल भारतीय उपमोक्षा मूल्य सूचकांक 253 (2001-100) जुलाई 2014 से दिसम्बर 2014 के आधार आंकड़ों के औसत पर आधारित है। 253 सूचकांक के ऊपर प्रति 6 माह में जो औसत वृद्धि होगी उसी अनुपात में उपमोक्षा मूल्य सूचकांक में वृद्धि दिनांक 1 अप्रैल एवं 1 अक्टूबर जैसी भी स्थिति हो प्रतिबिन्दु प्रतिमाह 25 रुपये के हिसाब से परिवर्तनशील मंहगाई भत्ता घोषित किया जावेगा।
- (3) इस प्रकार अधिसूचित न्यूनतम वेतन की दरों का प्रवर्तन किसी भी कर्मचारी पर प्रतिकूल प्रभाव नहीं डालेगा, यदि विद्यमान वेतन की दरें न्यूनतम वेतन की पुनरीक्षित दरों से अधिक हैं, तो वह किसी भी दशा में कम नहीं की जावेगी, जब तक की न्यूनतम वेतन की दर उसके समकक्ष नहीं हो जाती है। (न्यूनतम वेतन अधिनियम, 1948 की धारा 12(1-ए))

टीप - न्यूनतम वेतन अधिनियम 1948, के अन्तर्गत 67 अनुसूचित नियोज्जनों की सूची परिशिष्ट-अ तथा इस संख्या में स्पष्टीकरण परिशिष्ट-ब में देखें।

(डॉ. वीरेन्द्र सिंह रावत)

श्रम आयुक्त,

मध्य प्रदेश, इंदौर