



Bhopal Smart City Development Corporation Limited

“Selection of Manpower Service Provider (MSP) Agency Unskilled, semi skilled, skilled and highly Skilled manpower Services, Security guards and operation and maintenance of different sites/premises of BSCDCL and for the work of provide and supply of resources along with process of removal of Encroachment and allied works for maintenance different Smart City premises and at different projects of Bhopal Smart City Development Corporation Limited.”

REQUEST FOR PROPOSAL

2019

Bhopal Smart City Development Corporation Limited

NOTICE INVITING e-TENDER (NIT)

BSCDCL invites online item rate tender as per schedule as under:

Tendering Document No.	: BSCDCL/ Tender No/119
Name of the Work	: “Selection of Manpower Service Provider (MSP) Agency Unskilled, semi skilled, skilled and highly Skilled manpower Services, Security guards and operation and maintenance of different sites/premises of BSCDCL and for the work of provide and supply of resources along with process of removal of Encroachment and allied works for maintenance different Smart City premises and at different projects of Bhopal Smart City Development Corporation Limited.”
Brief Scope of Work	: Provision of Unskilled, semi skilled, skilled and highly Skilled manpower Services, Security guards and operation and maintenance of different sites/premises of BSCDCL and for the work of provide and supply of resources along with process of removal of Encroachment and allied works for maintenance different Smart City premises and at different projects of Bhopal Smart City Development Corporation Limited.
Estimated Cost	: 1,88,930,66/- (One Crore Eighty Eight Lakhs Ninety three thousand sixty six rupees only)
Period of Completion	: 24 Months
Earnest Money Deposit	: Rs. 50,000/- (Rupees Fifty thousand only) Through payment gateway provided by tendering portal.
Non-refundable cost of e- Tender Document	: Rs. 12,500/- (Twelve thousand rupees only)
Purchase of Tender Start Date	: 21.12.2019 from 10.00 Hrs
Purchase of Tender End Date	: 06.01.2020 up-to 15.00 Hrs
Last date & time of submission of Online Tender	: 06.01.2020 up-to 15.00 Hrs
Period during which hard copy of the Documents as per NIT shall be submitted.	: 07.01.2020 up-to 12.00 Hrs
Date & Time of Opening of technical Tender	: 07.01.2020 at 15.00 Hrs
Date & Time of Opening of Financial	: Will be intimated for successful bidders

Validity of offer	:	90 days from the date of opening of price bid.
Pre-Tender Meeting & Venue	:	30.12.2019 at 15.00 Hrs
Address for communication	:	Chief Executive Officer, Bhopal Smart City Development Corporation Limited, Near Tatpar Petrol Pump, BHEL,

The tender document can be downloaded from www.mptenders.gov.in “**Corrigendum, if any, would appear only on the www.mptenders.gov.in web site and not to be published in any News Paper**”.

The intending tenderer must read the terms and conditions of BSCDCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

Bhopal Smart City Development Corporation Limited

TENDER FOR

“Selection of Manpower Service Provider (MSP) Agency Unskilled, semi skilled, skilled and highly Skilled manpower Services, Security guards and operation and maintenance of different sites/premises of BSCDCL and for the work of provide and supply of resources along with process of removal of Encroachment and allied works for maintenance different Smart City premises and at different projects of Bhopal Smart City Development Corporation Limited.”

Bhopal City has incorporated a special purpose vehicle (SPV) - Bhopal Smart City Development Corporation Limited (BSCDCL) (the "Authority"), to plan, design, implement, coordinate, and monitor the smart city projects in Bhopal. BSCDCL is a Company incorporated under Indian Companies Act 2013. Company required the services of a reputed Manpower service provider (MSP) who may be able to provide Unskilled, Semi skilled, Skilled and highly Skilled Manpower to the SPV and for operation and maintenance various sites/premises of Bhopal Smart City Development Corporation Limited (BSCDCL) and for the work of provide and supply of resources along with process of removal of Encroachment and allied works at different projects of Bhopal Smart City Development Corporation Limited as and when required.

All individuals deployed in SPV and provide various services to SPV will be on the role of MSP. Identification, Selection, Training, deployment and payment of remuneration/statutory contribution, Insurance etc. of all the deployed individuals is responsibility of MSP. All resources along with process of removal of Encroachment and allied works provided by the tenderer.

Online Bids are invited on behalf of BSCDCL under two bid system from reputed, well established and financially sound Manpower service provider (MSP) and Provider of resources along with process of removal of Encroachment and allied works

1. Scope of work/Service

(A) FOR MAN POWER SUPPLY:-

- I. Provide the unskilled/Semiskilled/Skilled and/or highly skilled manpower to BSCDCL which is working on pay role on MSP.
- II. Select the skilled/semi skilled, hardworking personnel and keep them ready to work in a short notice.
- III. Deploy the desired manpower to BSCDCL within three days after receiving the demand as per requirement.
- IV. Provide necessary basic tools kit, Gears & Uniform etc to deployed individuals.
- V. Ensuring the attendance of each individual and provide other person of similar capability In case of leave or absenteeism.
- VI. Ensuring that every individual is following the TOR of his job and working as per SOP set by BSCDCL.
- VII. Ensure the performance level of individuals by taking regular test performance checks or whenever BSCDCL asked him to do so.
- VIII. Training and refresher training on regular basis
- IX. Character verification and regular health checkups of deputed individuals.
- X. Payment of wages to individuals after deduction of statutory contribution taxes.
- XI. Payment of employers contribution to govt. payables
- XII. Requirement of manpower or machinery are on as per actual requirement or as and when basis as required.

(B) FOR OPERATRION, MAINTENANCE, HOUSE KEEPING AND HORTICULTURE WORK AT VARIOUS BSCDCL SITES/PREMISES:

- I. Bhopal Smart City Development Corporation Limited (BSCDCL) (the "Authority") under its scope of work has to plan, design, implement, coordinate, and monitor the smart city's various projects having different sites in Bhopal. Therefore, bidders must ensure the operation and maintenance of such projects and sites.
- II. Provide and supply of material required for operation, maintenance and House Keeping work.
- III. Provide tools and equipments essentially required for Horticulture work.

(C) FOR SUPPLY OF PRIVATE SECURITY GUARD:

- I. Provide private security guard for the security of office, site and project premises as per the requirement along with dress, torch, whistle, rain coat, danda etc.

(D) FOR PROVIDING AND SUPPLY OF EQUIPMENT AND MACHINERIES ESSENTIALLY REQUIRED FOR THE WORK OF

REMOVAL OF ENCROCHMENT ALONG WITH MISCELLANEOUS WORKS.

I. Ensure to provide Equipment and Machinerics as per chart given below.

Sr. No.	Necessary Resources	Number	Criteria
1.	Excavator cum loader JCB		With operator, fuel, oil etc. and maintenance
2.	Dumper		With operator, fuel, oil etc. and maintenance
3.	Tractor with Trolley		With operator, fuel, oil etc. and maintenance
4.	Set of equipments for encroachment removal/manpower/and other miscellaneous work sat different scheme of I.D.A.(Safety helmet, safety jacket, safety shoes, altering whistle, first-aid box, Gaiti, Fawda, Tagari, Bucket, Hammer, Chena, Sabbal, Ghan, Darata , Axe Scissor, Measurement tape etc.)		
5.	Jeep		Without desel
6.	Man power		

2. Eligibility to Participate in Bidding Process-

- I. Bidding Entity Must have a registered Company under Companies Act 1956/ 2013, Proprietorship firm registered having gumashta license and J.V./OJV(Joint Venture/Operational Joint Venture)as the case may be
- II. Must have a valid (as on bid submission date) license to provide security services as stipulated under the Private Security Agencies (Regulation) Act, 2005 and as amended/revised for the past three years. The security guards deployed by the agency should satisfy the eligibility conditions stipulated under the said Act and should have been properly trained under a supervisor.
- III. Should be providing similar kind of services for last three years (i.e. providing Manpower service) in Government/ Semi Government Department, Authorities, Government Company, Corporation, Board, Autonomous Bodies.
- IV. Should be providing similar kind of services for at-least three years (i.e. providing resources, equipment and machinery for encroachment) in Government/ Semi Government Department, Authorities, Government Company, Corporation, Board, Autonomous Bodies.
- V. Should be providing services for three years for operation and maintenance of high rise/multi story building of government/semi government, authority, board or corporation.
- VI. Bidder must have at least two running work of operation and maintenance of high rise/multi story building of government/semi government, authority, board or corporation
- VII. Bidder must have work experience of at least three years for Horticulture work in government/semi government, authority, board or corporation.

- VIII. Bidder must have work experience of at least three years for providing private security services in government/semi government, authority, board or corporation.
- IX. Must have a valid registration in GST.
- X. Must have valid PAN.
- XI. Must have valid employer registration at EPFO.
- XII. Must have valid registration with ESIC.
- XIII. Annual Turnover of bidding entity should not be less than 5 Crores in last three financial years.
- XIV. Bidding entity should have sufficient workforce of individuals as Security Guard, Cleanliness workers, Computer operator, Gardener, Multi tasking staff, Driver for office, etc.
- XV. The agency or any of its partners /directors/members of JV/OJV etc should not have been black listed/ debarred by any of the government agencies or department.
- XVI. Bidder must have EPF spot verification in any of the year.
- XVII. Bidder must have an experience of disaster management of any government/semi government, authority, board or corporation.
- XVIII. Bidder must have live Contract Labor License.

3. **Site Visit:** The bidder is advised to visit the premises to get the onsite assessment of the work on any working day between 11:30 A.M to 5:30 PM by taking permission and acquaint himself with the system prior to the submission of the tender documents. The costs of visiting shall be borne by the bidder.

4. **Documents required in support of eligibility and Qualification:**

The Bidder should submit the following documents along with Technical Bid:

- a. Self Attested copy of Gumashta License issued by Municipal Corporation or the labour department as the case may be.

- b. Self-attested copy of Certificate of Incorporation in respect of the applicant organization issued by Registrar or companies\ or a partnership deed duly registered under the Partnership Act, deed of J.V./OJV.
- c. Self-attested copy of valid license for security services of the Private Security Agencies (Regulation) Act, 2005 of the last three years.
- d. Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- e. Statement of annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- f. Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- g. EMD of required amount as specified in this tender document.
- h. Self-attested copy of GST Registration Certificate.
- i. Self-attested copy of EPF and ESIC Registration Certificate.
- j. Self-attested copy of EPF spot verification of any of the year.
- k. Self-attested copies of work Orders, work experience certificate/Client's Satisfactory Certificates in support of qualification criteria given as above.
- l. Self-attested copy of A class electrification License.
- m. Self-attested copy of Live Contract Labour License
- n. Declaration for not having been blacklisted by any State Government or by Government of India as per the format in Annexure-1 of this tender document.

6. Validity Period of Proposal

The validity period of the bid will be three months from the date of opening of tender documents, which may be extended by the bidders for such period as maybe requested by BSCLDCL. A proposal valid for a shorter period may be rejected as non-responsive.

7. Bid Security/Earnest Money Deposit (EMD)

- a. The interested bidders required to submit the tender document complete in all respects along with Earnest Money Deposit (EMD Rs. 50,000/- (Rupees Fifty thousand only)".
- b. The firms registered under MSME for supplying Security/ Manpower Services are exempted from submitting the Earnest Money Deposit (EMD) in case of similar nature of work and capacity.
- c. Any Tender not accompanied by Bid Security shall be summarily rejected and not considered at all.

d. Bid security of the unsuccessful bidders will be returned to them without interest.

e. Bid security of the successful bidder shall be returned on receipt of Performance Security in the BSCDCL and after signing the contract.

f. Bid Security shall be forfeited if the bidder withdraws his bid during the validity period of Tender.

g. Bid Security of the successful bidder shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department

8. Preparation and Submission of Bids:

a. Tenders are to be submitted as per two bid system i.e.- Technical Bid and Financial Bid. (Financial Bid shall be submitted online only)

b. All entries in the tender form should be legible and filled clearly.

c. The entries of Tender should be mentioned clearly and every correction and interlineations in the bid should be attested with full signature by the Bidder, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.

d. All documents/papers should be numbered, signed and sealed by the Bidder on each page.

e. Technical Bid should contain all the documents required.

f. Financial bid will be open only those bidder who succeed/qualify in technical bid.

g. Technical Bid should contain following-

I. Copy of RFP Document signed by bidder on each page.

II. Self Attested Payment Receipt of Document fee

III. Self Attested Payment Receipt of EMD.

IV. Bid Cover Letter In Annex A

V. Self Attested copy of Bidding Entity/ Proprietor's Certificate of registration/Incorporation or Partnership deed

VI. Self Attested copy of Bidding Entity/ Proprietor's IT PAN

VII. Self Attested copy of Bidding Entity's GST registration certificate

VIII. Self Attested copy of Bidding Entity's EPFO registration certificate.

IX. Self Attested copy of Bidding Entity's ESIC registration certificate.

X. Self Attested copy of valid certificate/license issued by competent to provide security service in MP/Bhopal

- XI. Self Attested copy Of Copy of balance sheet and Profit Loss Account(Last three FY)
- XII. Self Attested copy of Copy of turnover certificate issued by CA(Last three FY)
- XIII. Self Attested copy of Work order /Contract of similar Work/service to other department/ organization as mentioned in technical criteria.
- XIV. Annex B
- XV. Annex C (Declaration of about No blacklisting)

- f. Financial Bid should only contain the Price Schedule duly filled as per format given in Annex D.
- g. The rates should be quoted for the services to be provided as per instructions given in the tender document and should not be less than minimum wages applicable in which case the bid shall be rejected.

9. Late Bids:

Tender submitted or received after the closing date and time will not be considered and shall be returned to the Bidder unopened. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.

10. Opening of Tenders:

- S. The Tenders shall be opened online on scheduled date, time
- b. The bids shall be opened on the scheduled time and date as mentioned in Bid Data Sheet.
- d. The financial bids of only those bidders will be open who's technical bid was qualified.

11. Evaluation of Tenders:

- S. **The committee constituted by the BSCDCL shall evaluate the Technical Bids with reference to technical requirements given in the Tender Document.** All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- b. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.

- c. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- d. BSCDCL may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time may entail cancellation of the bid of such bidder.
- e. The Technically qualified bids shall be further considered for opening and evaluation of financial bids.

The Bidder quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract. However it shall not be binding to give the contract to lowest bidder.

11. Award of Contract:-

T. BSCDCL may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

- b. BSCDCL will communicate to the successful bidder that its bid has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the terms of payment to the MSP in the consideration of the execution work / services by the MSP as prescribed in the contract.
- c. The successful bidder will be required to execute an agreement with BSCDCL on the draft provided by BSCDCL.
- d. Failure of the successful bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.

12. Performance Security Deposit and Award of Contract:

The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit 10% of the approximate value of the contract in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of BSCDCL, Bhopal covering the period of contract and 180 days beyond the contract period. In case, the contract is further extended beyond the

initial period, the Bank Guarantee will have to be accordingly extended /renewed by the successful Security service provider, man power service provider, equipment and machinery encroachment removal service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of PBG within the stipulated time shall render the contract invalid at the discretion of BSCDCL

- (a) The successful Bidder shall execute an agreement on a non-judicial stamp paper of value Rs.1000/- (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (b) If the successful Bidder fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

13. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the contract by both the parties. The contract shall be valid for a period of 24 (twenty Four) months [Two year] from the date of commencement of services. The contract can be extendable for one year on the same terms and conditions.

14. Commencement of Services

The Service Provider should commence the services within 15 days of signing of contract or any other date mutually agreed by both the parties, however the same can be further extended with the mutual consent of both the parties.

15. The Competent Authority of the BSCDCL reserves the right to annul all bids or discontinue this tender process, without assigning any reason at any time prior to signing of agreement with the successful bidder.

16. The bidder will be bound by the details furnished by him/ her to BSCDCL while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.

17. By acceptance of this document, the recipient agrees that any information here with will be superseded by any subsequent written information on the same

subject made available to the recipient by or on behalf of BSCDCL. BSCDCL and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

18. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
19. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
20. This document constitutes no form of commitment on the part of the BSCDCL furthermore , this document confers neither the right nor an expectation on any party to participate in the proposed Services Provider selection process.
21. By acceptance of this document, the recipient agrees that any information here with will be superseded by any subsequent written information on the same Subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and BSCDCL reserves the right at any time and without advance notice, to change the procedure for the selection of Security service provider.
22. BSCDCL reserves the right to vary/alter/amend the eligibility criteria for the security Service Provider at any time, in its discretion, before the last date of submission of proposals.
23. The Security Service providers shall comply with and abide by such directions that BSCDCL may issue from time to time.
24. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of BSCDCL and will not be returned.

25. The proposal shall be valid for a period of three months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
26. Any matter relating to the appointment of Service Provider or the procedure forth appointment of Security Service Provider shall be governed by the Laws of Union of India Or state of M.P. Disputes, if any arising under t the said process shall be subject to the exclusive jurisdiction of courts at Bhopal (M.P)

Section V

TERMS AND CONDITIONS

1. The contract shall tentatively commence from the date of signing the agreement unless, it is curtailed or terminated by BSCDCL owing to deficiency of service, sub-standard quality or Security deployed, breach of contract, etc. Non-compliance with any relevant labor laws, or change in requirements of the BSCDCL or for any other reasons as stipulated in the contract to be entered into with successful bidder.
2. The contract shall be valid for two years from the date of signing the agreement, unless extended further by the mutual consent of contracting MSP and BSCDCL.
3. The contract may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the successful service provider and BSCDCL.
5. The BSCDCL, The requirement of the BSCDCL may further increase or decrease marginally, during the period of initial contract also and the successful bidder, awarded the contract, would have to provide additional Security staff, if required on the same terms and conditions.
6. The BSCDCL reserves right to terminate the contract due to non compliance of services during initial period also after giving a one month's notice to the selected Service Provider.
7. The security agency shall employ security guards not above the age of 50 and below 18 years. Employment of child labour will lead to the termination of the contract.
8. The personnel deployed shall be the employees of the agency at all times and all statutory liabilities will be paid by the MSP such as ESI, PF, Workmen's Compensation Act, etc. The persons deployed by the agency should be properly trained, have requisite experience and tools/equipment.
9. The agency shall engage only such person and supervisors, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The agency shall be fully responsible for the conduct of his staff.

10. The agency at all times should indemnify BSCDCL against damages or compensation under the provision of payment of wages Act 1936, Minimum wages Act 1948, Employer's Liability Act 10, Workmen Compensation Act 1923, Private Security Agencies (Regulation) Act 2005, Industrial Disputes Act 1947, Maternity Benefit Act 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time in this regard. Payment of minimum wages, notified by the appropriate government, shall be ensured all the time,
11. The MSP shall have his own establishment/ set up/ mechanism/ training institute to Provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/ Ex-Para Military Forces/ Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.
12. **Place of Duty, Working Hours and Punctuality:**
 - a. The personnel so deployed shall have to report for duty at the above places or a new location, in case there is change of office within Bhopal No extra liability on this account will be borne by BSCDCL.
 - c. The personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by BSCDCL.
 - d. The personnel can be deputed at different shifts including night shift
 - e. The bidder should provide equipment and machinery for removal of encroachment or operation and maintenance of various sites/ project as per the demand from BSCDCL, which it may place before 24 hours in advance to the agency.
13. Adequate supervision will be provided to ensure correct performance of the said agency in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the agency deployed, the supervisory staff will move in their areas of responsibility
14. The personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which invites compensation of Rs.200/- on each occasions.
15. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/ Visitors/ Attendants and should project an image of utmost discipline. The agency shall have right

to have any person moved in case of staff complaints or as decided by representative of the BSCDCL ne person is not performing the job satisfactorily or otherwise. The MSP shall have to arrange the suitable replacement in all such cases.

16. Compensation

- i. In case any of MSP deployed under the contract is (are) absent, compensation Equal to Rs. 200/- per cause.
 - ii. Monthly bill as per above cycle, will be submitted by the agency in first week of following month.
 - iii. The agency must ensure that entitled wages of the workers are credited to their bank account on the 7th of the following month; agency will not be given any relaxation in this matter.
- b. While submitting the bill for the next month. the services provider must file a certificate certifying the following:
- i. Wages of workers were credited to their bank accounts.
 - ii) ESI contribution relating to workers deposited in to ESIC.
 - iii) EPF contribution relating to workers deposited in to EPFO.
- IV) It must complying with all statutory labour Laws including Minimum Wage Act.
- c. The agency should submit the bill in accordance with the above time schedule,
34. The entire financial liability in respect of services deployed in BSCDCL shall be that of the agency and BSCDCL will in no way be liable for the same.
35. For all intents and purposes, the agency shall be the "Employer" within the meaning of different labour Legislations in respect of security personnel deployed by it. There shall be no claim by such deployed persons of any employment in BSCDCL. The person's deployed by the agency in the BSCDCL shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against BSCDCL
36. The MSP shall be solely responsible for the redressed of grievances if any of its staff deployed in BSCDCL. The BSCDCL shall, in no way, be responsible for settlement of such issues whatsoever.

37. The BSCDCL shall not be responsible for any financial loss or any liabilities arising out of accident or death to any of the security staff deployed by agency in the course of their performing the functions/duties or for payment towards any compensation.
38. Adequate supervision will be provided to ensure correct & effective performance of the staff in accordance with the prevailing assignment and instructions agreed upon between the two parties. The staff shall ensure that there is no unidentified/ unclaimed/suspicious objects/person in the buildings/premises.
39. The agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/ nature.
40. The MSP will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employee State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in BSCDCL. The BSCDCL shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
41. The MSP shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to BSCDCL to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
42. The MSP shall maintain all statutory registers under the Law and submit periodical return sand statements. The Service Provider Shall produces the same, on demand, to the concerned authorities and to BSCDCL or any other authority under Law.
43. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax ACU Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by BSCDCL
44. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the BSCDCL is put to any loss/ obligation, monetary or otherwise, the BSCDCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or

obligation in monetary terms or shall be entitled to recover the same by legal recourse..

45. The MSP shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in BSCDCL, which shall be a condition precedent for payment of its bills.
46. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the BSCDCL besides, annulment of the contract and other legal resource.
47. The successful bidder who is awarded the contract by BSCDCL will retain all the statutory documentary proof / papers deposited bodies/Government departments, i.e., Employees state Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by BSCDCL, failing which a penalty of Rs. 100/- per day shall be deducted from the monthly bill of the agency.
48. The BSCDCL reserves the right to withdraw relaxes any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
49. Any delay or forbearance on the part of BSCDCL or any waiver of its rights or condonation of any acts, on the part of BSCDCL shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.
24. The staff deployed by MSP in the BSCDCTL shall not claim any benefit, compensation absorption or regularization of their services in the BSCDCL either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act. 1970. The agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the agency and shall submit the said undertaking BSCDCL. In the event of any litigation on the status of the deployed persons, BSCDCL shall not be a necessary party to such proceedings, however, in any event, either the deployed persons or to the order of the Court, the BSCDCL is made a party to such dispute, the agency shall take all steps to protect the interest of BSCDCL and the

agency shall reimburse the expenditure that would have been borne by BSCDCL to defend itself, if so required.

25. The MSP shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
26. The MSP shall be solely responsible for making payment directly to the deployed staff as per his pay cycle.
27. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the MSP under the tender, it shall be recovered by BSCLDCL from the MSP.
28. The personnel deployed by the MSP shall work under overall supervision & direction of the agency and shall be guided by the Administration of BSCDCL to the extent required.
29. The MSP will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the BSCDCL.
30. The MSP shall raise the bill, in triplicate, along with attendance sheet duly verified for actual shifts manned/operated by the personal deployed by the agency and submit the same to BSCDCL by 3rd of the succeeding month. All the machinery, equipment, tools and man power for the removal of encroachment or used for operation and maintenance of different sites/projects will be deployed minimum of 8 hours or actual hours whichever is higher and the bill of the same will be provided in accordance to the rate approved in the tender.
31. The MSP will be solely responsible for making the payment directly to its deployed personnel; since there may be occasional delay in releasing payment by BSCDCL to the agency due to contingencies, payment or wages to the deployed personnel by agency should not be linked with receiving of payment from BSCDCL and shall be independent of the same.
33. The MSP will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:

S. In order to ensure that such workers get their entitled wages by 7th of the following month, the following schedule will be adhered to:

i. Monthly bill cycle will be from 1 day of the previous month to last day of the month.

To double the wages of number of person/supervisor absent on that particular day shall be payable to BSCDCL and the same shall be deducted from the agency's bills.

b. In case any of agency's person deployed under the contract fails to report in time and is unable to provide suitable substitute in time for the same it will be treated as agency absence and compensation of double the wages shall be payable to BSCDCL.

C. In case any public complaint is received attributable to misconduct/misbehavior of agency's person, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from the MSP's bill. Further the agency shall forthwith take steps for replacement of such guard.

17. The MSP shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

18. The agency will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.

19. It shall be responsibility of the agency to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Agency has to ensure that all its employees deployed in BSCDCL invariably wear ID card during office hours.

20. The MSP shall replace within twenty four hours any of its personnel. if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or

frequent absence from duty/misconduct on the part of the Security supplied by the agency, upon receiving written notice from the Authority. Notwithstanding the above, the Authority shall have the right to ask to change /replace the personnel at any point of time without assigning any reason.

21. BSCDCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the guards of the agency.
22. The agency shall be responsible for any damages done to the property of the Authority by the personnel so deployed. BSCDCL will be free to recover it from the security deposit given by the agency or from any other dues or recover as per law.
23. The agency's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The agency shall be responsible for any act of indiscipline on the part of persons deployed by him.

Annex- A

Bid Cover Letter

Annex- B

Technical bid Sheet

S.No	Description	Information	Supporting Document
1	Name of Bidding entity		Certificate
2	Nature of Bidding Entity	Company, partnership firm, LLP Proprietorship Firm, J.V./OJV	Attached / Not Attached
3	Date of Incorporation		Attached / Not Attached
4	Address of registered office, Phone, Email and website		Attached / Not Attached
5	Address of Branch office at Bhopal		Attached / Not Attached
6	Details of Tender Document Fee		Paid/Not paid / Exempted
7	Details of Earnest Money Deposit		Paid/ Not paid/ Exempted
4	Name of Director/Partner/Proprietor	1. 2. 3.	Attached / Not Attached
5	IT PAN		Attached / Not Attached
6	GST Registration No		Attached / Not Attached
7	EPFO Registration No and Date		Attached / Not Attached
8	ESIC Registration No and Date		Attached / Not Attached
9	Registration for Providing Security Service		Attached / Not Attached
10	valid registration certificate under Contract Labour (Regulation and Abolition)Act, 1970.		Attached / Not Attached
11	Statement of annual turnover		Attached / Not

	of latest last three years, in support of eligibility criteria mentioned in tender, from a registered practicing Chartered Accountant.		Attached
12	Copy of EPF spot verification of any of the year.		Attached / Not Attached
13	<p>Copies of work Orders, work experience certificate/Client's Satisfactory Certificates in support of qualification criteria given as below.</p> <p>(a) Details of similar kind of services for last three years (i.e. providing Manpower service) in Government/ Semi Government Department, Authorities, Government Company, Corporation, Board, Autonomous Bodies.</p> <p>(b) Details of similar kind of services for atleast three years (i.e. providing resources, equipment and machinery for encroachment) in Government/ Semi Government Department, Authorities, Government Company, Corporation, Board, Autonomous Bodies.</p> <p>(c) Details of services for three years for operation and maintenance of high rise/multi story building of government/semi government, authority, board or corporation.</p> <p>(d) Details of running works</p>		Attached / Not Attached

	<p>of operation and maintenance of high rise/multi story building of government/semi government, authority, board or corporation</p> <p>(e) Details of work experience of at least three years for Horticulture work in government/semi government, authority, board or corporation.</p> <p>(f) Details of work experience of at least three years for providing private security services in government/semi government, authority, board or corporation.</p>		
14	Self-attested copy of A class electrification License.		Attached / Not Attached
15	Self-attested copy of Live Contract Labour License		Attached / Not Attached
16	Declaration for not having been blacklisted by any State Government or by Government of India as per the format in Annexure-1 of this tender document.		Attached / Not Attached

Note: All documents submitted in support of technical bid will be self attested.

Financial Year	Turnover Amount (Rs. Laces)	Audited Balance Sheet/turnover certificate by CA is Attached / Not attached
2016-17		Attached / Not Attached
2017-18		Attached / Not Attached
2018-19		Attached / Not Attached

13. Give details of the major similar contracts handled by the tendering Security Service Provider during the last three years (i.e. 2016-17, 2017-18 and 2018-19) in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr. No.	Name of the Client, Address, Telephone No.	Services Provided			Duration	
		Type of Manpower	No. of Manpower Deployed	Amount of Contract (Rs. Lacs)	From	To
		Security Guard				
		Cleanliness Staff				
		Computer Operator				
		Supervisor				

14. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering security service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.

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

Signature of authorized person

Name:

Designation:

Date:

Place:

Name:

Seal:

Annex C

SELF-DECLARATION-NO BLACKLISTING

(Date)

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited.
Bhopal [M.P.]

Dear Sir/Madam,

Ref: Tender for Selection of Security Services provider for BSCDCL

In response to the Tender Document for Selection of Security Services provider for BSCDCL, I/We hereby

That presently our Company/ firm _____ is having unblemished record and is not declared

Ineligible for corrupt & fraudulent practices either indefinitely or for particular period on time by any State/ Central Government/ PSU/ Autonomous Body .

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract

May be terminated and we shall be barred from bidding in future against any other

Thanking
You,

yours faithfully,

Place:
Date:

Signatures_____

Name _____

Seal of the Organization_____

FINANCIAL BID FORMAT

(Date)

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited.
Bhopal [M.P.]

Ref: Tender for Selection of Security Services provider for BSCDCL

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Security Services Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with BSCDCL.

If our proposal is accepted, we will submit a Performance Bank Guaranteed issued by a scheduled commercial bank in India as acceptable to BSCDCL.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with BSCDCL for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the BSCDCL are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead BSCDCL as to any material fact.” We understand that if at any point of time it is notices/discovered by BSCDCL that as information given by us is false or incorrect or misleading BSCDCL shall have the right to take such necessary action as it may deem fit including cancellation of contract.

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

Dated this Day of 2019

(Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:

(Name and Address of Company) (Seal/ Stamp of

Bidder) Witness Signature:

Witness

Name:

Witness

Address:

- Rates quoted should be less or equal to or more than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in Bhopal [M.P] If the rates of post quoted are less than the minimum wages as prescribed by Collector Rate Bhopal [M.P.], the bid will be rejected.
- If any of the statutory liability is not included above, the bid will be rejected.
- Security guards can be deputed at different shifts including night shift also.

- The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities (Except GST) in force at the time of entering into the contract. The payment of GST will be made separately by BSCDCL as per the applicable rate of that time.
- The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed person, on the basis of Attendance duly verified by the BSCDCL.
- Requirement of manpower or machinery are on as per actual requirement or as and when basis as required.

