

**Tender No. EMSL/MPBCDCL/MANPOWER SUPPLY/2020/01**



**TENDER DOCUMENT**

**TENDER  
FOR SUPPLY OF MANPOWER FOR OPERATION OF  
INTEGRATED MP BORDER CHECK POST PROJECT**

**(Highly skilled, Skilled, Semi-skilled and unskilled)**

**TO**

**Elsamex Maintenance Services Limited**  
25<sup>th</sup> Floor, GIFT One Building,  
GIFT City, Gandhinagar,  
Gujarat- 382355

## 1. PREFACE:

Sealed e-Tenders are invited by the Elsamex maintenance Services Ltd. (hereinafter referred to as Employer or 'EMSL') under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing manpower under Highly skilled, skilled, semi-skilled and Un- skilled categories for operation of Integrated MP Border Check post Project for following offices of check posts under three Zones in EMSL, for three years on the terms and conditions mentioned in the tender document.

<b>Madhya Pradesh Zone</b>	<b>Check Post Name</b>	<b>Category of Check post</b>
Zone 1 (6 Check posts)	Indore	Central Control Facility (CCF)
	Sendhwa	Large
	Sendhwa Khetia	Small
	Pitol	Medium
	Mhow Neemuch	Large
Zone-2 (8 Check posts)	Jaipur Jabalpur	Small
	Ujjain Jhalawad	Medium
	Gwalior CCF	CCF
	Shivpuri Kota	Small
	Navgaon Jhanshi	Small
	Sagar Kanpur	Small
	Sagar Lalitpur	Small
	Rewa Mirzapur	Medium
Zone-3 (8 Check posts)	Ichapur	Large
	Warud Multai	Small
	Betul Nagpur	Medium
	Chindwada Nagpur	Small
	Seoni Nagpur	Medium
	Balaghat Gondia	Single Side
	Kabir Chabutra	Single Side
	Venkat Nagar	Single Side

### One Bid per Bidder

Each Bidder shall submit only one Bid for the work. Bidder can opt out for submit Bid for Zone-1, Zone-2, Zone-3 or for all three Zones. The financial bids for Zone-1, Zone-2 and Zone-3 shall be submitted separately. Conditional bids are not allowed if financial offers (Form 2) for more than one zones are submitted. Financial offer (Form 2) of each zone shall be evaluated independently.

## 2. NAME AND ADDRESS OF THE EMPLOYER

**Elsamex Maintenance Services Limited**  
25<sup>th</sup> Floor, GIFT One Building,  
GIFT City, Gandhinagar,  
Gujarat- 382355  
Tel.: +91 079-6674 6000,  
Facsimile: +91 079-6674 6001,  
E mail: tender.emsl@itnlindia.com

2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT: <http://www.itnlindia.com>

### 2.2 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Tender related clarification may be obtained from:

Mr. Sachin Joshi. CPC, EMSL

Written queries can be sent by email at [tender.emsl@itnlindia.com](mailto:tender.emsl@itnlindia.com)

Telephone: 079-6674 6000

## 3. BRIEF DETAILS OF THE E-TENDER:

i.	Name of the work & location	Details
ii	Tender No. :	EMSL/MPBCDCL/MANPOWER SUPPLY/2020/01
iii	Submission of Earnest Money Deposit (EMD)	EMD equal to Rs.50,000/- in the form of Demand Draft/Pay order only in the name of Elsamex Maintenance Services Limited, Payable at Gandhinagar
iv	Last date of the Submission/ Receipt of Tender ( Part I and Part II)	12/06/2020

### 3.1 Submission of the Tender

Bid must be delivered to office of Elsamex Maintenance Services Limited, 25th Floor, GIFT One Building, GIFT City, Gandhinagar, Gujarat- 382355 on or before 1100 Hrs IST on June 12<sup>th</sup>, 2020 by hand or by post/Courier, which will be opened after evaluation of technical qualification submissions in the presence of the representative of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received and opened on the next working day at the same time and venue.

3.2 Tenders without Earnest Money are liable to be rejected.

## 4. SCHEDULE FOR INVITATION FOR BIDS:

- i) Date of issue/opening/publish of Tender document : 27-05-2020, 5.30 P.M.
- ii) Last date of receipt of Tender : 12-06-2020, 11.00 A.M.
- iv) Date and time of opening of Tender (Technical) : 12-06-2020, 3.00 P.M.
- v) Date and time of opening of Financial Bid : will be intimated later

vi) Bid will be opened at 25th Floor, GIFT One Building, GIFT City, Gandhinagar, Gujarat  
**Pre-Bid Meeting through Video Conference:**

Pre-Bid Conference of the Applicants may be convened through Video conference at the designated date, time which shall be intimated to interested bidders at later stage. A maximum of two representatives of each Applicant shall be allowed to participate through Video Conference. During the course of Pre-Bid Conference, the Applicants shall be free to seek clarifications and make suggestions for consideration of EMSL. EMSL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

**5. PERIOD FOR VALIDITY OF TENDER DOCUMENT:** Six months from the date of opening of the Tender.

**6. TYPE OF BID:** Two bid system (Technical & Financial) i.e. Two cover system

**7. SCOPE OF WORK:**

To provide the requisite manpower in accordance with the minimum rate of wages as per M P S t a t e D e p a r t m e n t of Labour, Madhya Pradesh and Area Zoning

- (a) **Requirement Of Manpower :**  
**For Zone-1- Refer Annexure A,**  
**For Zone-2 – Refer Annexure B and**  
**For Zone-3 – Refer Annexure C**

Sr. No.	Description of Manpower	Zone-1 (Details as per Annexure A)	Zone-2 (Details as per Annexure B)	Zone-3 (Details as per Annexure C)	Total Manpower Requirement for the Project (Zone-1 + Zone-2 + Zone-3)
1	Highly skilled Manpower	16	20	21	<b>57</b>
2	Skilled manpower	242	195	237	<b>674</b>
3	Semi-Skilled manpower	11	3	0	<b>14</b>
4	Unskilled manpower	64	57	77	<b>198</b>
	<b>Total</b>	<b>333</b>	<b>275</b>	<b>335</b>	<b>943</b>

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

The contractor shall pay the minimum rate of wages as per MP State Department of Labour, Madhya Pradesh and Area Zoning

- (b) **Qualification, Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies ( For all three zones)**

Qualification and experience criteria shall match as specified in the Concession Agreement entered in to between MPBCDCL and MPRDC.

<b>Sr. No.</b>	<b>Manpower Requirement</b>	<b>Category</b>	<b>Min. Edu. Qualifications</b>	<b>Minimum Experience Requirement</b>	<b>Age Limit</b>
1	HR / Admin	Highly skilled	Graduation in any stream	3 years	up to 45
2	Sys. Supervisor	Highly skilled	ITI/Diploma/Graduation in IT/Electronics/CS or normal graduation with computer course certification or hardware networking Certification	2 years	up to 35
3	Security Officer	Highly skilled	Graduation	Ex-Army/Police man or 10 year experience in security services	up to 58
4	Driver	Highly skilled	10+2 with heavy driving licence	2 Years	up to 45
5	Network Admin (L2)	Highly skilled	The minimum qualification of the Network Administrator must be B.E./B.Tech. (Computer Science/Electronics and Communications)/MCA/B Level of DOEACC Or B.E./B.Tech. (Other disciplines)/Master's degree in Science, Maths, Statistics, Economics, Commerce, with One Year A-Level of DOEACC/PGDCA with	Minimum 3 years' experience working on Hardware & Networking equipment.	up to 45
6	System Admin (L2, L3)	Highly skilled	The minimum qualification of System administrator must be B.E./B.Tech. (Computer Science/Electronics and Communications)/MCA/A Level of DOEACC Or B.E./B.Tech. (Other disciplines)/Master's degree in Science, Maths, Statistics, Economics, Commerce, Operation Research with One Year A-Level of DOEACC/PGDCA	with at least three years' experience in large software designing & development company as System Administrate knowledge of Hardware & Networking.	up to 45
8	Data Entry Operator	Skilled	A pass in 10+2 or a pre-university course or a diploma in computer application or a certification course ( of six months or more duration) in computer applications from a reputed institution; with Typing speed of minimum 75 words per minute and Proficiency in computer applications such as 'MS word' and 'MS Excel' with the ability to fill in data in application software.	2 years	up to 35
9	Lane Assist / Cashier	Skilled	Graduation in any stream	2 years	up to 45

10	Civil Supervisor	Skilled	ITI / Diploma in civil or graduation in any stream	2 years	up to 35
11	Elec.Supervisor	Skilled	ITI / Diploma in electrical	2 years	up to 50
12	Security Gun Man	Skilled	A pass in 10+2 and valid gun licence	2 years	up to 40
13	Security Supervisor	Skilled	Graduation in any stream	2 years	up to 40
14	Security Guard	Semi Skilled	A pass in 10+2	2 years' experience as a security staff or retired Army Police staff.	up to 40
15	House Keeping	Un Skilled	A pass in 10+2 or a pre-university course	6 months experience in housekeeping works.	up to 50
16	Helper	Un Skilled	A pass in 10+2	6 months experience in helper.	up to 50

**8. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:**

- i) EMSL/MPBCDCL Office will provide the monthly attendance details of deployed manpower to prepare a bill by contractor.
- ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to EMSL office with pay bill, EPF and ESI Details.
- iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the EMSL every month.
- v) The normal time to make the payment by the EMSL is 30 working days from the date of receipt of the bill.
- vi) Contractor shall be capable to pay the wages as per tender document timely before 25<sup>th</sup> of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by EMSL due to unavoidable circumstances.
- viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of EMSL/MPBCDCL/ILFS.
- ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- xi) Requisite manpower shall be provided within 10 days from the acceptance of the contract.

In addition to charges payable for manpower, following charges shall be reimbursed to contractor on actual and based on certification of authorised representative of EMSL after verification of supporting documents.

Sr.No.	Description
1	Accommodation (if not provided by EMSL)
2	Uniform with ID Cards and PPE

## 9. TERMS AND CONDITIONS FOR DEPLOYED MANPOWER

- i) Manpower to be deployed for 24 Hrs .They would be responsible for Safe, smooth and uninterrupted flow of traffic. Emergency services, Assistance for Law & Order, Protection of Environment, O&M of all communication system, Administration systems, maintaining a Public Relations Unit for liasioning with Users, Authorities, Media and others & fulfilling Safety Requirements
- ii) The daily working hours of the personnel deployed shall be 8 hours
- iii) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of EMSL/MPBCDCL/ILFS.

## 10.EARNEST MONEY DEPOSIT (E.M.D.):

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.50,000/- in the form of Demand Draft/Pay order only in the name of "Elsamex maintenance Services Ltd.", payable at Gandhinagar. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval/deployment of lowest one bidder (L-1) by EMSL.

## 11.SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of Rs.10,00,000 (Rs. Ten lakh only) for each Zone separately which shall be valid for one year and shall be renewed every year, shall be submitted along with acceptance of work order in the form of fixed deposit/ Bank Guarantee only in the name of "Elsamex maintenance Services Ltd.", payable at Gandhinagar". In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by Head of Office, EMSL ,Gandhinagar after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

## 12. PROCEDURE FOR SUBMISSION OF BIDS:

**Technical Bid (Cover-1):** Bidders are requested submit following :

**File 1:** i. All information/documents in hard copies as well as in coloured scanned copy as in single PDF file in CD as per "QUALIFYING INFORMAITON" mentioned below (Ref Sl.No.15 and 24) ii. DD/Bankers cheque for an amount of Rs.50,000/- (Rupees Fifty Thousand Only) towards Bid Security (EMD).

**Financial Bid (BOQ) (Cover-2):** Bidders are requested to submit the prescribed ***BOQ*** signed with authorised signatory *and company stamped*. Also submit soft copy of same in excel version and colour scanned in pdf version in CD

## 13. TECHNICAL BID: ELIGIBILITY CONDITIONS:

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- (i) The Company/Firm/Agency shall have at least three years' experience in successfully providing skilled, semi-skilled and unskilled manpower to Government or Public/Private Sector Companies/Banks etc.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs. 2 Crore per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority.
- (iv) Tenderer shall provide a self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.
- (v) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in India.
- (vi) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vii) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

#### **14. EVALUATION CRITERIA:**

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.
- iii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- iv) Price quoted in financial bid will be announced to bidders.
- v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi) On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared.

#### **15. GENERAL INSTRUCTIONS:**

- i) Interested Parties shall submit their sealed tenders after inspection of the premises. The inspection of the premises can be made between 11.00 a.m. and 4.00 p.m. on all working days till the last date of download of Tender.
- ii) EMSL reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- iii) EMSL takes no responsibility for delay, loss or non-receipt of applications.
- iv) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering



Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of three years from the date of award of work order unless it is curtailed or terminated by the EMSL owing to deficiency of services, sub-standard quality of highly skilled/skilled/ semi-skilled/unskilled manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.

- v) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency. In case of any subcontract
- vi) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for skilled, semi-skilled and unskilled manpower on the same terms and conditions in reasonable time.
- vii) All selected manpower shall wear Identity Card provided by the contractor every day during working hours.
- viii) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document furnished by him/her is 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 in Gandhinagar jurisdiction only.
- ix) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper formal dress.
- x) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure “A ” and Data Security Certificate Annexure “B”

**Specific Instructions :**

- xi) Detailed report at end of each shift shall be submitted to EMSL representatives on daily basis.
- xii) Responsibility of safe keeping of cash lies with contractor till the time same has been deposited in to project escrow account or designated bank account.
- xiii) In case of any shortage in service fee w.r.t. system report, then difference shall be payable by contractor as per system report.
- xiv) Contractor shall ensure that the Security Guard with gun has valid license and legal clearances necessary as per prevalent applicable Government Rules and Regulations.
- xv) Contractor shall ensure that the deputed personnel are physically fit to carry out duties assigned to them.
- xvi) Workmen Compensation insurance shall be procured by EMSL in the name of selected firm. Administering the policy shall be the responsibility of selected firm

- xvii) All necessary furniture/ office stationary/required systems/electricity at all check posts shall be provided by EMSL.

## **16. PERIOD OF CONTRACT / TERMINATION NOTICE**

The contract shall be valid initially for a period of three years from the date of award of work order provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving one month prior notice in writing.

## **17. RIGHT TO ACCEPT OR REJECT TENDER**

- i) The right of acceptance of tender will rest with EMSL.
- ii) EMSL reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

## **18. BIDDER TO GET INFORMED HIM SELF FULLY:**

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

## **19. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

- (i) The contracting agency shall ensure that the individual skilled, semi-skilled and unskilled manpower *deployed in the O/o EMSL/ MPBCDCL Checkpost offices* of all zones confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- (ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- (iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.

MPBCDCL, have 7 working days (i.e. Monday to Sunday) in a week With General shift from 9.30 a.m. to 6.30 p.m. Other shifts timings, shift A - from 12:00 AM to 8:00 AM , shift B - from 8:00 AM to 4:00 PM, shift C - from 4:00 PM to 12:00 AM the However, Highly Skilled, semi-skilled and un-skilled manpower are required to work from Monday to Saturday as per the above as per allotted mentioned timings.

- (iv) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Highly skilled/Skilled/ Semi-skilled/Unskilled manpower deployed by them in this office in the given time limit:
  - a) List of persons deployed.[monthly]
  - b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
  - c) Birth proof of the candidates- [at the time of deployment]

- d) Copy of Aadhaar Card of the candidates
  - e) Identity Cards issued by contractor bearing photograph - [within 8 days]
  - f) Identity proof and residential proof- [at the time of deployment].
- (v) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
  - (vi) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
  - (vii) The office hours for the person deployed as per allotted timings of particular shift. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted.
  - (viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the Facility Coordinator appointed by Head of EMSL.
  - (ix) The contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond ten working days will attract pre- agreed liquidated damages@ Rs.500/- per day on the service-providing agency.
  - (x) For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
  - (xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
  - (xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
  - (xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
  - (xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

## 20. LEGAL

- (i) The contractor shall pay the minimum rate of wages **minimum wages as per MP State Department of Labour, Madhya Pradesh and Area Zoning**

- (ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this office.
- (iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.
- (v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.
- (vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- (vii) The contractor shall keep EMSL, Gandhinagar indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the EMSL, Gandhinagar in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of EMSL, Gandhinagar, in the standard format, in this regard.  
The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- (viii) Disputes & Differences:  
Decision of the EMSL regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

## **21. TERMINATION**

This agreement may be terminated by either party or fully by giving three months notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

## **22. MODE OF PAYMENT**

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Head of Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that

month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the Office.

(ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

(iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

### **23. FORCE MAJEURE**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

### **24. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. *Attested copy of the GST certificate.*
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. written Power of Attorney authorizing the signatory of the Bid;
10. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
11. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.
12. PASARA License for Gunman deployment

### **25. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF HIGHLY SKILLED/ SKILLED/ SEMI-SKILLED/ UNSKILLED MANPOWER.**

List of Highly skilled,skilled, semi-skilled and unskilled manpower shortlisted by the EMSL,Gnadhinar for deployment in the office with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates

3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure “A”
6. Data Security Certificate as per Annexure “B”
7. Identity Cards issued by contractor bearing photograph.
8. Identity proof and residential proof.

## FORM – 1

### TECHNICAL BID

1. For providing Skilled, Semi-skilled and Unskilled manpower to the O/o EMSL, Gandhinagar.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
3. Name of the Proprietor /Director of Company/Firm/Agency
4. Full address of the Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
5. Full address of Branch offices \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
6. Banker of Company/Firm/Agency \_\_\_\_\_  
(Full Address) \_\_\_\_\_  
(Attach certified copy of statement \_\_\_\_\_  
of A/c for the last three years) \_\_\_\_\_  
Telephone Number of Banker \_\_\_\_\_
7. PAN/GIR No. \_\_\_\_\_  
(Attach attested copy)
8. GST Registration No. \_\_\_\_\_  
(Attach attested copy)
9. E.P.F. registration Number \_\_\_\_\_  
(Attach attested copy)
10. E.S.I. Registration Number \_\_\_\_\_  
(Attach attested copy)
12. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years.  
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2017-18		
2018-19		
2019-20		

13. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (in Lakhs)	Duration of Contract	
				From	To
1.					
2.					
3.					

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

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

Signature of authorized person

Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

### **DECLARATION**

1. \_\_\_\_\_ Son/Daughter/Wife of Shri ----- 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 including Contract Agreement (Annexure A) and Data Security Certificate (Annexure B) and undertake to abide by them:
3. The information/documents furnished along with the above application are true 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:

Signature of authorized person

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_


Date:

Place:



**FORM – 2**

**FINANCIAL BID**

					
Tender Inviting Firm: Elsamex Maintenance Services Limited (EMSL)					
Name of Work: FOR SUPPLY OF MANPOWER (High;y Skilled, Skilled, Semi-skilled and unskilled)					
Contract No: EMSL/MPBCDCL/MANPOWER SUPPLY/2020/01					
Name of the Bidder/ Bidding Firm/ Company :					
<p><b><u>PRICE SCHEDULE</u></b></p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> <p>Supply of Manpower of Highly skilled, Skilled, Semiskilled, Unskilled. Rate=Daily/ Per Person</p> <p align="center"><b>F O R M – 2</b></p> <p align="center">Financial Bid <b>(separate for each Zone No. 1 or 2 or 3)</b></p> <p>1. For Providing Highly skilled, Skilled, Semi-skilled and Unskilled manpower to the Elsamex Maintenance Services Ltd. Gandhinagar</p> <p>2. All the Highly skilled/ Skilled/ Semi-skilled/ Unskilled manpower deployed at for respective check post locations of respective zones shall be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency. Monthly wages to be paid to deployed manpower will be as per following break up: [Rate of monthly wages should not be less than rates of minimum wages as per MP State Department of Labour, Madhya Pradesh and Area Zoning]</p>					
<b>NUM BER #</b>	<b>TEXT #</b>	<b>NUM BER #</b>	<b>NUM BER #</b>	<b>NUM BER</b>	<b>NUM BER</b>
<b>Sl. No.</b>	<b>Manpower Description</b>	<b>Amou nt (Rs.) for Highl y Skilled Emplo yee in Rs.</b>	<b>Amou nt (Rs.) for Skilled Emplo yee in Rs. P</b>	<b>Amou nt (Rs.) for Semi Skilled Emplo yee in Rs. P</b>	<b>Amou nt (Rs.) for unskill ed Emplo yee in Rs. P</b>

1	2	3	4	5	6
1	<b>Manpower Financial BOQ Rate</b>				
1.01	Daily Minimum Wage Rate (as per minimum wages as per MP State Department of Labour, Madhya Pradesh and Area Zoning)- Basic	0.00	0.00	0.00	0.00
1.02	Employer's Provident Fund @13%	0.00	0.00	0.00	0.00
1.03	Employer's State Insurance @3.25%	0.00	0.00	0.00	0.00
1.04	Statutory Bonus @ 8.33%	0.00	0.00	0.00	0.00
2	Total (Row 1.01 to 1.04)	0.00	0.00	0.00	0.00
2.01	Contractors Service Charge (payable only on basic )	0.00	0.00	0.00	0.00
2.02	GST @ as per prevailing rules (ROW 2+ROW2.01+ROW2.03)*as per prevailing rules	0.00	0.00	0.00	0.00
2.03	Any other liability including all legal liabilities etc. (Pl. indicate)	0.00	0.00	0.00	0.00
2.04	Total Row 2 to 2.03	0.00	0.00	0.00	0.00
<b>Total in Figures</b>					0.00
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>		

Full Name: \_\_\_\_\_

Date:

Place:

Notes:

1. Form-2 shall be submitted for Zone-1, Zone-2 and Zone-3 separately
2. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
4. Rates are inclusive of the manpower to be deployed on Sundays and all other holidays. Absence of the deputed staff from his location or not performing the duty as per the scope of work shall result in deduction of the salary for that day.
5. Replacement of removed manpower shall be made immediately within 24 hours.
6. Manpower mentioned above is including shift and weekly off relievers. All manpower shall always remain available for respective check post locations of respective Zones of MP Border Check post Project

ANNEXURE 'A'

**CONTRACT AGREEMENT**

(Agreement to be executed on Rs.500/- Non-judicial Court Stamp)

An agreement made this ..... day of ..... BETWEEN ..... (hereinafter called the contractor or contracting agency which expression shall include his legal representatives) of the one part and the Elsamex Maintenance Services Ltd. (herein after referred as "EMSL" or which shall also include any person authorized by the EMSL) of the other part and WHEREBY the contractor agrees to supply the Highly skilled/Skilled/ Semi-skilled and Unskilled manpower to perform the work specified to them successfully on contract basis to Elsamex Maintenance Services Limited, as mentioned in the tender document under Office of the 25<sup>th</sup> Floor, GIFT One Building, GIFT City, Gandhinagar, Gujarat- 382355 as per details given below :

Sl.No.	Description of Manpower	Rate for single manpower including daily wages, EPF, ESI, Contractor services charges and any other legal liability	GST	Total	Total No. of manpower being supplied	Total amount per month
1.	Highly skilled manpower					
2.	Skilled manpower					
3.	Semi-Skilled manpower					
4.	Unskilled manpower					

and on the terms and conditions hereinafter mentioned viz. :-

(a) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the EMSL/MPBCDCL/ILFS or any person authorized shall accrue/arise implicitly or explicitly.

- (b) That the number of Highly skilled/Skilled, Semi-skilled and Unskilled manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. EMSL, Gandhinagar will be under no obligation to engage any specific number of Contractor's workers during the period of contract.
- (c) That this Contract shall remain valid for a period of two years w.e.f. .... initially and if the services are found satisfactory the same may be extended for another one year. However the EMSL or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
- (d) that the EMSL, or a person authorized by him shall have full power to reject the contract for highly skilled, skilled, semi-skilled and unskilled manpower which to the true intent and meaning is not in accordance with the requirement of the tender document
- (e) the EMSL or a person authorized by him reserves the right to
  - (i) Terminate this contract by giving notice of one month in advance any time during the contract.
  - (ii) To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
  - (iii) To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.
- (f) That the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (g) if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, EMSL or a person authorized by him may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (h) if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the EMSL or if he is unable or unwilling to act as arbitrator to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (i) The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service/GST Tax Code Number) and shall attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans shall be serially numbered and it shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of GST payable thereon.
- (j) The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the EMSL or a person authorized by him.

- (k) That the contractor shall keep the EMSL or any person authorized by him indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case EMSL or any person authorized by him is made party and is supposed to contest the case, the EMSL or any person authorized by him will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to EMSL or any person authorized by him on demand. Further, the contractor will ensure that no financial or any other liability comes on EMSL or any person authorised by him in this respect of any nature whatsoever and shall keep EMSL or any person authorised by him indemnified in this respect.
- (l) That the contractor shall further keep the EMSL or any person authorised by him indemnified against any loss to the EMSL or any person authorised by him property and assets. The EMSL or any person authorised by him shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (m) That the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.
- (n) The security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the Office of EMSL on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- (o) In case of any discrepancy in the contract agreement in respect of tender document, the tender document will prevail.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Signed by the said contracting agency ..... in the presence of: -  
1st Witness Address

2<sup>nd</sup> Witness Address

Signed for and on behalf of the EMSL in the presence of: -

1st Witness  
Address

2<sup>nd</sup> Witness  
Address

**DATA SECURITY CERTIFICATE**

I / We hereby certify that the Elsamex Maintenance Services Limited (EMSL), 25<sup>th</sup> Floor, GIFT One Building, GIFT City, Gandhinagar, Gujarat- 382355 shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the office building premises on any media. The original input data supplied to me / us by the EMSL or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of the EMSL. I / We shall abide by all security and general instructions issued by E M S L from time to time.

I / We also agree that any data of Elsamex Maintenance Services Limited (EMSL), 25<sup>th</sup> Floor, GIFT One Building, GIFT City, Gandhinagar, Gujarat- 382355 will be deleted from my / our computer system in the presence of the observer of the respective office after completion of the task.

**Signature of the Contracting Agency**

**Signature of the Witnesses**

(1)

(2)

**Annexure-A**

**MANPOWER REQUIREMENT FOR OPERATION OF INTEGRATED MP BORDER CHECK POST PROJECT FOR EIGHT CHECK POSTS UNDER ZONE-1**

Sr. No.	Manpower Requirement	Category	No. of Mapower					Total Manpower
			Check post Category and location					
			CCF	Large	Small	Medium	Large	
			Indore	Sendhwa	Sendhwa Khetia	Pitol	Mhow Neemuch	
1	HR / Admin	Highly Skilled		1		1	1	3
2	Sys. Supervisor	Highly Skilled		3	1	1	2	7
3	Security Officer	Highly Skilled		1				1
4	Driver	Highly Skilled		1		1		2
5	Network Admin (L2)	Highly Skilled						
6	System Admin (L3)	Highly Skilled						
7	System Admin (L2)	Highly Skilled			2		1	3
	<b>Sub Total (A)</b>		<b>0</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>16</b>
8	Data Entry Operator	Skilled		96	11	34	78	219
9	Lane Assist / Cashier	Skilled		2	2	2	1	7
10	Civil Supervisor	Skilled		1		1	1	3
11	Elec.Supervisor	Skilled		3	2	2	2	9
12	Security Gun Man	Skilled		1			2	3
13	Security Supervisor	Skilled					1	1
	<b>Sub Total (B)</b>			<b>103</b>	<b>15</b>	<b>39</b>	<b>85</b>	<b>242</b>
14	Security Guard	Semi Skilled		11				11
	<b>Sub Total (C)</b>			<b>11</b>				<b>11</b>
15	Helper/Security	Un Skilled	5					5
16	House Keeping	Un Skilled		21	4	16	18	59
	<b>Sub Total (D)</b>		<b>5</b>	<b>21</b>	<b>4</b>	<b>16</b>	<b>18</b>	<b>64</b>
	<b>Total Manpower (A to D)</b>		<b>5</b>	<b>141</b>	<b>22</b>	<b>58</b>	<b>107</b>	<b>333</b>

**MANPOWER REQUIREMENT FOR OPERATION OF INTEGRATED MP BORDER CHECK POST PROJECT FOR EIGHT CHECK POSTS UNDER ZONE-2**

Sr. No.	Manpower Requirement	Category	No. of Mapower								Total Manpower
			Check post Category and location								
			Small	Medium	CCF	Small	Small	Small	Small	Medium	
			Jaipur Jabalpur	Ujjain Jhalawad	Gwalior CCF	Shivpuri Kota	Navgaon Jhanshi	Sagar Kanpur	Sagar Lalitpur	Rewa Mirzapur	
1	HR / Admin	Highly Skilled	1	1		1	1	1	1	1	7
2	Sys. Supervisor	Highly Skilled		1		1	1		2	1	6
3	Security Officer	Highly Skilled									
4	Driver	Highly Skilled									
5	Network Admin (L2)	Highly Skilled				1			1		2
6	System Admin (L3)	Highly Skilled	1	1			1				3
7	System Admin (L2)	Highly Skilled		1		1					2
	<b>Sub Total (A)</b>		<b>2</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>20</b>
8	Data Entry Operator	Skilled	22	21		24	15	19	29	41	171
9	Lane Assist / Cashier	Skilled	1						2	1	4
10	Civil Supervisor	Skilled						1	1	1	3
11	Elec.Supervisor	Skilled	2	2		2	2	2	3	1	14
12	Security Gun Man	Skilled			2		1				3
13	Security Supervisor	Skilled									
	<b>Sub Total (B)</b>		<b>25</b>	<b>23</b>	<b>2</b>	<b>26</b>	<b>18</b>	<b>22</b>	<b>35</b>	<b>44</b>	<b>195</b>
14	Security Guard	Semi Skilled			3						3
	<b>Sub Total (C)</b>				<b>3</b>						<b>3</b>
15	House Keeping	Un Skilled	6	13		6	6	7	9	10	57
16	Helper/Security	Un Skilled									
	<b>Sub Total (D)</b>		<b>6</b>	<b>13</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>7</b>	<b>9</b>	<b>10</b>	<b>57</b>
	<b>Total Manpower</b>		<b>33</b>	<b>40</b>	<b>5</b>	<b>36</b>	<b>27</b>	<b>30</b>	<b>48</b>	<b>56</b>	<b>275</b>



## Annexure-C

**MANPOWER REQUIREMENT FOR OPERATION OF INTEGRATED MP BORDER CHECK POST PROJECT FOR EIGHT CHECK POSTS UNDER ZONE-3**

Sr. No.	Manpower Requirement	Category	No. of Mapower								Total Manpower
			Check post Category and location								
			Large	Small	Medium	Small	Medium	Single Side	Single Side	Single Side	
			Icchapur	Warud Multai	Betul Nagpur	Chindwada Nagpur	Seoni Nagpur	Balaghat Gondia	Kabir Chabutra	Venkat Nagar	
1	HR / Admin	Highly Skilled	1		1	1	1				4
2	Sys. Supervisor	Highly Skilled	1	1	2	1	2	1	1	1	10
3	Security Officer	Highly Skilled									
4	Driver	Highly Skilled									
5	Network Admin (L2)	Highly Skilled				1	1	1			3
6	System Admin (L3)	Highly Skilled									
7	System Admin (L2)	Highly Skilled	1	1	1				1		4
	<b>Sub Total (A)</b>		<b>3</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>21</b>
8	Data Entry Operator	Skilled	61	15	39	33	40	9	13	4	214
9	Lane Assist / Cashier	Skilled	1		2	1	1				5
10	Civil Supervisor	Skilled			1	1					2
11	Elec.Supervisor	Skilled	2	2	2	2	2	2	2	2	16
12	Security Gun Man	Skilled									
13	Security Supervisor	Skilled									
	<b>Sub Total (B)</b>		<b>64</b>	<b>17</b>	<b>44</b>	<b>37</b>	<b>43</b>	<b>11</b>	<b>15</b>	<b>6</b>	<b>237</b>
14	Security Guard	Semi Skilled									
	<b>Sub Total (C)</b>										<b>0</b>
15	House Keeping	Un Skilled	20	7	10	9	10	8	7	6	77
16	Helper/Security	Un Skilled									0
	<b>Sub Total (D)</b>		<b>20</b>	<b>7</b>	<b>10</b>	<b>9</b>	<b>10</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>77</b>
	<b>Total Manpower</b>		<b>87</b>	<b>26</b>	<b>58</b>	<b>49</b>	<b>57</b>	<b>21</b>	<b>24</b>	<b>13</b>	<b>335</b>