

Core-1, Scope Complex, 7 Insitutional Area, Lodhi Road, New Delhi-110 003 (INDIA)

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No.MMTC/CO/ADMN./GA/2019-20 22nd October, 2019

 **SUB : Inviting e-Tender for providing security services.**

 e-Tenders are invited under two-bid systems from reputed Professional Security Agencies who are DGR empanelled agencies / valid license under Private Security Regulation Act 2005, either by themselves or as a joint venture / consortium / partnership having capacity to provide the required number of uniformed trained manpower for the security services at MMTC Limited, New Delhi and other locations at Delhi. Tender documents containing detailed terms and conditions can be downloaded from MMTC’s website <https://mmtc.eproc.in>, [www.mmtclimited.com](http://www.mmtclimited.com) or [www.tender.gov.in](http://www.tender.gov.in). The payment of Rs.1500/- (Non-refundable) towards participation fee to be submitted in the form of DD/Pay order only drawn in favour of MMTC Limited, New Delhi and to be dropped in the tender box alongwith the other tender documents.

1. The Bidder should have the Registered or Branch Office in Delhi/NCR.
2. The documents/formats should be filled / enclosed by the interested firms/ companies / agencies in all respect alongwith the EMD of Rs.5.00 lacs (Rupees five lacs only) in the form of Demand Draft from any of the scheduled bank drawn in favour of MMTC Limited payable at New Delhi. Any bid without EMD will be rejected.
3. Under Procurement Policy for Micro & Small Enterprises (MSEs) order 2012” as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazetta Notification dated 23/03/2012, the parties registered with MSEs or its authorised agencies such as NSIC etc., are exempted to deposit the participation fee and EMD.
4. The agency should have an annual turnover of Rs.5.00 crore during each of the last three years and should have security staff of 50 or more, for atleast one client and should have a minimum experience of three years in security agency business in Government Sector / Public Sector Undertaking. The experience shall be supported by such Corporate on their letter heads. The experience should be continuous during last three years.
5. Following documents are required to be furnished in the TECHNICAL BID complete in all respects.
	1. Proof of valid DGR empanelment or proof of having License under Private Security Agencies Regulation Act 2005.
	2. Copy of experience certificate of providing Security of minimum 50 employees in the similar category / categories in any one year preceding three years 2017-18 to 2019-20 in Government Sector / Public Sector Undertaking.
	3. List of clientele with contact address and telephone numbers.
	4. Certified copy of satisfactory services from Government Sector / Public Sector Undertaking where the tenderer is providing/provided the services for the consecutive last 3(three) years.
	5. Proof of valid registration with statutory authorities for work contract tax/VAT, TIN, Service Tax and GSTN.
	6. Copy of PAN card issued by Income Tax Department.
	7. Proof of valid registration with Employees Provident Fund (EPF) and ESIC authority.
	8. Proof of valid License issued by Labour Commissioner for contracting labour under Contract Labour Act.
	9. Self-certified copies of annual turn-over details for the last three years (IT returns,) certified by C.A. signed and sealed by tenderer.
	10. Participation fee (non-refundable) in the form of Demand Draft/Pay Order in favour of MMTC Limited payable at New Delhi for Rs 1500/-( Fifteen Hundred only) is to be submitted at the time of submitting the offer.
	11. EMD of Rs.5,00,000/- (five lacs only) in favour of MMTC Limited payable at New Delhi. EMD shall not carry any interest for the period it is retained with MMTC.
	12. Undertaking as per Annexure-I (on tenderers letter head).
	13. Information about tenderer (Annexure -II)
	14. Arbitration / legal cases pending against the tenderer, if any submit details.
	15. Whether black-listed by any clients in the last 5 years, if any. Give details.
	16. In case the party is registered with Ministry of MSME/ its authorized agencies such as NSIC, he is required to submit registration certificate and store details in addition to above.
	17. The bidder shall submit tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder.

**Note : The documents of technical bid alongwith the participation fee and EMD to be dropped in the tender box.**

1. Time and last date for submission of Bids is 19/11/2019 upto 3.00 p.m..
2. Time and date for opening of bid is 20/11/2019 at 11.30 a.m. in the presence of the intending bidders or their authorized representatives who may wish to be present. The venue of opening of bid is MMTC Limited, Core-1, Scope Complex, Lodhi Road, New Delhi.
3. Validity of bid is 120 days from the opening of tender.
4. MMTC reserves the right to postpone the date of opening of the tender or to cancel any/all tender without giving any reason/s whatsoever. Any request from bidders to postpone or to change the date and time will not be considered.
5. The MMTC does not bind himself to accept the lowest or any tender and reserves its right to accept the whole or part of the tender and the bidder shall be bound to perform the same at the rates quoted. No correspondence will be entertained from the bidders in this regard.
6. The bid of any bidder who has not complied with one or more of the conditions prescribed is liable to be rejected. Conditional bids will also be summarily rejected.
7. The bidder shall submit tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder.
8. The bidder is expected to examine all instructions and terms & conditions in the tender documents. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the bidder’s risk and may result in rejection of his bid.
9. EMD of the unsuccessful bidder shall be returned without interest at the earliest after the award of the contract.
10. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract.
11. The successful bidder will be required to execute an agreement within a period of 10 days from the date of issue of Letter of Offer.
12. The rates quoted in the Financial Bids should be both in words and figures in prescribed format (Annexure-4) only exclusive of taxes. The Financial bid to be submitted online and other than E-Mode of financial bid will not be considered.
13. Financial bids will be opened of all the technically qualified bidders. The information of date, time and venue of the opening of financial bid shall be informed separately through email/telephonically.

( S.K. Dutta )

Chief Manager

**TERMS & CONDITIONS**

1. Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 5% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and additional 3% reservation for the women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
2. The security personnel deputed by SUCCESSFUL BIDDER shall adhere to the discipline prevailing in MMTC. It shall be the responsibility of SUCCESSFUL BIDDER to lay down proper systems and procedures for delivering effective security services in the premises of MMTC. This would include procedures for checking, regulating and identifying persons entering and leaving the premises, prevention of unauthorized entries / exits surveillance and records of materials moving in and out of the premises, carrying out searches and other measures for preventing thefts, pilferage and losses, maintaining surveillance and physical checking of various places and equipments, etc. The items listed herein are only illustrative and are not exhaustive.
3. The security personnel deployed by the SUCCESSFUL BIDDER shall adhere to the proper discipline besides being well mannered, honest and sincere, at all times and maintain the decorum prevailing in MMTC and shall never act contrary to the above. Personnel should be positive in their behaviour to the visitors and the staff while carrying out their assigned task but at the same time be firm.
4. The SUCCESSFUL BIDDER should ensure cloths worn by the security personnel while on duty shall be such that they do not hamper in his efficient performance. In particular it will neither be too tight nor too loose as to obstruct movement or bending of limbs.
5. In case MMTC objects to the deployment of any security personnel and/or continuation of such person in its premises, the SUCCESSFUL BIDDER shall remove such personnel from the premises with immediate replacements.
6. The SUCCESSFUL BIDDER shall not change the security personnel very frequently and without the express permission from MMTC. SUCCESSFUL BIDDER shall produce the required certificate/licence from Office of the Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970.
7. The SUCCESSFUL BIDDER shall be directly responsible for the discipline and proper conduct of all security personnel and shall ensure systems, procedures, rules and regulations for the purpose and prevent misbehaviour/indiscipline/non-adherence to the instructions of MMTC. In such an event, SUCCESSFUL BIDDER shall be intimated of such act for taking remedial action including arrangements to replace the defaulting person(s) without any loss of time.
8. The personnel deployed by the SUCCESSFUL BIDDER shall prevent consumption of alcohol, gambling and other illegal acts in the office premises and shall report to the concerned authorities in MMTC of suspicious/undesirable and/or illegal activities, security hazards, etc. and implement necessary measures to guard against these.
9. The security personnel deployed by the SUCCESSFUL BIDDER shall be in constant liaison with the Police and other authorities for maintenance of peace, law order and security in MMTC as fullest cooperation of these authorities is in the interest of officials of MMTC and its property.
10. The SUCCESSFUL BIDDER shall maintain proper records regarding list of security personnel deployed, duty roasters, duty schedules, leave salary disbursement, etc. pertaining to the personnel deployed in the premises of MMTC.
11. That the contract executed between the parties, viz between MMTC & SUCCESSFUL BIDDER shall be on principal-to-principal basis and the said contract shall not amount to and/or be construed as constituting the SUCCESSFUL BIDDER as an agent of MMTC. It is clearly understood and agreed that the SUCCESSFUL BIDDER is not authorized or empowered to deploy security personnel in the name of the MMTC and/or on behalf of the MMTC.
12. The personnel deputed by the SUCCESSFUL BIDDER shall be well versed/experienced in security functions and fire fighting operations. Armed Guards shall be fully trained and shall hold valid license as may be applicable under relevant laws for the weapons/fire arms. Such of the security personnel shall be fully trained, conversant with safety precautions for handling the said weapons/fire arms. The SUCCESSFUL BIDDER shall be solely responsible for all the acts of omissions and commission of the security personnel.
13. Whenever a new guard/supervisor is deputed by SUCCESSFUL BIDDER at the premises of MMTC, an authorised officer of MMTC shall inspect the guard/supervisor before deploying.
14. The SUCCESSFUL BIDDER should commence the security services on the date mutually agreed by both the parties. The tenure of the contract will be for a period of one year which may be extended for another one year on the same rates & conditions for such period as may be agreed to subject to the satisfactory services rendered by the party and on mutual consent.
15. The SUCCESSFUL BIDDER shall not sub-contract, transfer, assign or otherwise part with the tender/Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.
16. The SUCCESSFUL BIDDER shall ensure compliance of all provisions of Private Security Agencies (Regulations) Act, 2005 and Delhi Private Security Agencies (Regulations) Rules, 2009, as applicable in the state they are working in.
17. The SUCCESSFUL BIDDER shall intimate to MMTC immediately in case of license issued under Private Security Agencies (Regulations) Act is cancelled or suspended.
18. It shall be the responsibility of the SUCCESSFUL BIDDER to ensure that alternative arrangements are made immediately if any security personnel do not turn up for duty on time.
19. The SUCCESSFUL BIDDER shall pay the personnel deployed for MMTC the wages which shall be as per the minimum wages prescribed by the Central Government under the Minimum Wages Act, 1948 for the personnel deployed in the MMTC premises. The wages of Security Supervisor shall be based on DGR guidelines where the minimum wages of Supervisor is 1.33 times of wages paid to Security guards (without arms). The payment to the Security personnel should be by cheques/ECS only.
20. The contractor’s service charges should not be les or equal to the TDS prevalent to the TDS prevalent at present.
21. SUCCESSFUL BIDDER shall provide their staff suitable and sufficient sets of uniform and kit for summers and winters that shall also include lathis, torch etc. It is to be ensured that the uniform, badges and other accoutrements provided to the Guards are not similar to Army/Navy/Airforce/CPO/State Force Organisations.
22. The payment of wages/emoluments to the staff deployed by the SUCCESSFUL BIDDER shall be made directly by the SUCCESSFUL BIDDER by 7th of the following month. The payment shall be made on receipt of the bills from the SUCCESSFUL BIDDER and after making adjustment, if any, including services charges and any other charges.
23. All the eligible employees engaged by SUCCESSFUL BIDDER shall be made members of the Scheme under ESI Act, 1948. SUCCESSFUL BIDDER is responsible for the payment of both the contributions i.e. employer and employee and these contributions shall be deposited in the Bank (as indicated in ESI ACT) after completing all the formalities as specified in the said Act. Evidence in this regard shall be furnished by SUCCESSFUL BIDDER to MMTC every month. In case of an accident to the personnel deployed by SUCCESSFUL BIDDER, the same shall be informed to MMTC and all care shall be taken under the relevant Act and SUCCESSFUL BIDDER shall produce documents relating to compliance with ESI Act provisions in this regard.
24. In case the SUCCESSFUL BIDDER fails to comply with the requirements of depositing PF/ESI contributions for the personnel deployed by them, MMTC reserves its right to deduct/withhold such payments from the payments due to the SUCCESSFUL BIDDER and deposit directly with the authorities concerned.
25. The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this agreement.
26. The SUCCESSFUL BIDDER shall be duly registered under relevant Labour Laws including PF Act, ESI Act, Minimum Wages Act, Contract Labour Act, Shops & Establishment Act, Workmen Compensation Act and to continue to hold valid registration/license throughout the period of the contract. The SUCCESSFUL BIDDER shall at all times fully comply with the provisions of the applicable Labour Laws and keep MMTC always indemnified in regard to any liability in the matter. The SUCCESSFUL BIDDER shall also give a declaration that it has always complied with all the Labour Laws and has never been proceeded against by Labour Authorities, the court of competent jurisdiction etc. in regard to non-compliance of the same.
27. The SUCCESSFUL BIDDER shall observe and implement laws of the land and rules framed thereunder and in any event MMTC shall not be liable or responsible for any default that may arise out of non-observance of such laws/rules on the part of the SUCCESSFUL BIDDER and that MMTC shall be kept indemnified for such damage/injury caused to the premises or the properties of MMTC through neglect, default or otherwise.
28. The laws of the land mentioned above are only indicative and not exhaustive. Any law/regulation that may become applicable to the SUCCESSFUL BIDDER, the same shall be complied without any default by the SUCCESSFUL BIDDER.
29. The rates agreed above are as per the current minimum wages declared by the Central Government. Suitable increase/decrease may be made as and when these rates are revised. The prevailing rates are effective from 01.10.2019 as per Central Government. As far as payment of 1/6 of total payment (excluding service charges and service tax) in lieu of weekly off/National holidays is concerned it will not be obligatory on MMTC wherever off/leave is allowed to security staff. Thus, The SECRUTY AGENCY is not entitled to claim allowance towards Weekly off/National Holidays/Other Holidays in respect of those security personnel who have been granted leaves and no alternative arrangements for their replacement have been made by the SUCCESSFUL BIDDER.
30. That in case any injury is sustained by any person including any person deployed by the SUCCESSFUL BIDDER and/or that the said injury had connection with the discharge of the obligation undertaken by it and/or deployment of such person by the SUCCESSFUL BIDDER, the SUCCESSFUL BIDDER shall be liable to settle the claims of the aggrieved person(s).
31. The SUCCESSFUL BIDDER shall submit following documents/statements alongwith their bills every month:
32. The attendance sheet of the personnel deployed duly certified by the authorised representative of MMTC.
33. The copies of salary bill showing the salary/wages paid to the individuals and deductions of EPF/ESIC contributions, duly certified by the representative of MMTC.
34. A summary statement showing the individual’s EPF/ESIC contributions alongwith challans showing deposits with EPF/ESIC matching with the summary statements. EPF/ESIC challans and summary statement should be duly stamped by the concerned authorities/Bank.
35. The summary statements should indicate the code number allotted to SUCCESSFUL BIDDER by EPF/ESIC authorities and should also indicate the individual’s account number allotted by the said authorities.
36. All the documents furnished with the bills to stamped and signed by the Agency.
37. MMTC reserves the right to engage one or more agencies, as per requirement of MMTC and deployment of security personnel at designated locations may vary accordingly.
38. The tenders without Earnest Money Deposit will be summarily rejected. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained. As the MSME/its authorised agencies such as NSIC are eligible to get the benefits under “Public Procurement Policy for MSEs order 2012 “as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23/03/2012, they are exempt for depositing tender/participation fee and EMD.
39. The Earnest money of unsuccessful tenderers shall be returned within reasonable time without any interest.
40. On appointment of SUCCESSFUL BIDDER, the EMD deposited by the party will be converted into Contract Performance Guarantee(CPG). The CPG is liable to forfeiture in whole or part in the event of non-compliance of terms and conditions of this Agreement by the SUCCESSFUL BIDDER. The CPG amount will be refunded four months after the satisfactory completion of the contract. No interest shall be payable by the MMTC on the CPG amount so held.
41. Submission of Contract Performance Guarantee (CPG) is mandatory even for MSEs/NSIC registered agencies. Therefore, the MSEs/NSIC registered agencies who are willing to abide to this condition only may take part in Tender.
42. In case of violation of any terms and conditions of the tender document, MMTC reserves the right to terminate the Agreement by giving 30 days notice in writing and it will entitle MMTC to retain full or a part of the security deposit to indemnify itself of any loss suffered or prospective loss to be suffered as a result of early termination of the contract or otherwise. SUCCESSFUL BIDDER shall not be entitled to any compensation in case of such termination.
43. The security personnel deployed by SUCCESSFUL BIDDER shall for all purpose remain as employees of the said SUCCESSFUL BIDDER only and shall have no claim whatsoever including against MMTC.
44. That the SUCCESSFUL BIDDER has gone through the general conditions of the tender and the same are accepted by Agency for the execution of contract awarded to him.
45. On expiry or earlier termination of this agreement, the SUCCESSFUL BIDDER and the person(s) deployed by them shall vacate the MMTC’s premises without causing any damage to the said premises/property.
46. Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder/Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
47. No party has any authority to bind the other party in any whatsoever except as agreed under the terms of the tender/subsequent Agreement. MMTC will not be under any obligation to the implementation successful bidder except as agreed under the terms of the Agreement.
48. The compensation, connected expenses and legal disputes between the successfull bidder and its staff deployed and any unforeseen casualty shall be borne/paid/ settled by the firm and the Department in no way shall be party to the disputes and will have no liability on this account. It is also the firm’s liability to provide wages etc. and follow other statutory obligations as per extant rules.
49. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.
50. **FORCE MAJEURE :** If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invocating the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

1. **ARBITRATION CLAUSE :** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Delhi and governing law shall be Indian Law.
2. **APPLICABLE LAW AND JURISDICTION :** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
3. **HOLIDAY LISTING CLAUSE :** Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.
4. **CONFIDENTIALITY AND SAFEGUARD OF PROPERTY :** MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Sucessful bidder will take reasonable precautions to safeguard property of the other entrusted to it.
5. **FRAUD PREVENTIN POLICY :** All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
6. **GENERAL :**

The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent Agreement/contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement/contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**Special terms & conditions for bids to be submitted in electronic mode**

**1**. Offers to be submitted online on MMTC’s e-procurement portal https://mmtc.abcprocure.com against the respective tender along with scanned copy of duly signed offer on letter head

For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

|  |  |  |
| --- | --- | --- |
| **Vendor’s Queries** | **Contact Numbers** | **Mail ID** |
| **Mr. Himanshu (Dedicated Helpdesk for MMTC)** | **+91 9265562826** | delhi.support@eptl.in  |
| Technical Assistance : New Bidder Registration (Portal Registration), Vendor’s ID/ Profile Activation, Renewal of Vendor’s ID. | +91-(79)- 68136823/54 | support@abcProcure.comfany.shah@eptl.in |
| +91-(79)- 68136850 |
| +91-(79)- 68136878 |
| +91-(79)- 68136849 |
| For e-Tender or e-Auction Services (uploading / Bidding) (Offsite Team). | +91 93745 19729+91-(79)-6813 6848 / 49/ 61/71 | Mr. Nikhil Khalasnikhil@eptl.in  |

**2.** The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA’s are available on [www.cca.gov.in](http://www.cca.gov.in) wherein details have been mentioned.

**3.** The bidders shall register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.

**4.** .For minimum system requirements clients/bidders should refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0

**5.** Bidders are advised to print and save bid submission receipt on submission of bids.

**SUBMISSION OF BIDS**

The Technical Bid with prescribed EMD and tender fee bearing the name and address of the bidders in envelop superscribed “TENDER FOR PROVIDING SECURITY SERVICES” to be submitted as per terms and conditions of the tender to be dropped in Tender Box kept in Administration Division, 2nd Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 19th November, 2019. The rates to be quoted in the prescribed format only in E-Mode (As per the format in the Price Bid). The price bid submitted other than E-Mode will not be considered.

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ANNEXURE-1

TECHNICAL BID SUBMISSION FORM Letter of Bid

(To be printed on Bidder’s letterhead)

Dated

To

The General Manager,

MMTC Limited,

Core-1, Scope Complex,

Lodhi Road, New Delhi

Ref. Invitation for Bid in respect of Providing Security Services

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. Our bid shall be valid for a period of 180 days from the date fixed for bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and shall accepted at any time before the expiration of that period.
3. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
4. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the National Institute of Nutrition is not bound to accept highest ranked bid/lowest bid or any other bid that the National Institute of Nutrition may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorisation

for signing on behalf of Bidding company)

Full Name and Designation

Note: Document without Seal and Signature will be rejected.

ANNEXURE-II

**(To be printed on Bidder’s letterhead)**

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender :Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Affix duly Attested P.P. Size recent photograph of the prospective bidder |

1. Due date for tender
2. Opening time and date of tender
3. Names, address of firm/Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and Telephone numbers. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Registration No. of the Firm/Agency. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name, Designation,

Address and Telephone No. of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized person of Firm/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency to deal with.

1. Please specify as to whether \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder is sole proprietor/ Partnership \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name and Address and Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of Directors/partners should specified. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Copy of PAN card issued by Income Tax National Institute of Nutrition And Copy of previous Financial Year’s Income Tax Return.
2. Provident Fund Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. ESI Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. License number under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Labour (R&A) Act.1970.

1. Documentary proof of having

License under Private Security

Agencies(Regulation) Act.2005

1. Details of EMD Security deposited:
2. Amount
3. DD No.
4. Date of Issue
5. Name of issuing authority:
6. Any other information:
7. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and address

(With seal)

ANNEXURE-III



Core-1, Scope Complex, 7 Insitutional Area, Lodhi Road, New Delhi-110 003 (INDIA)

Phone No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

**SCOPE OF WORK OF THE CONTRACTOR**

**Details of Manpower Required**

1. Security Guards (without arms) = 34

ii) Gunman(with arms) = 04

1. Security Supervisors = 03

TOTAL SECURITY PERSONNEL = 41

**Note:-**

 The number of manpower required shown above is indicative and the actual quantity may vary.

The contractor shall ensure protection of the personnel & property of the Institute, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of anti-social elements, unauthorized persons and vehicles.

ANNEXURE – 4

**FINANCIAL BID**

**PRFORMA FOR FINANCIAL BID ( on letter head )**

Amount in Rs.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.No. | Details of Claim | Security Supervisor(P.M.) | Security Guards (with arms)(P.M.) | Security Guards (without arms)(P.M.) |
| A | B | C |
| 1. | Wages as per Central Govt. Minimum Wages Act 1948. |  |  |  |
| 2 | ESI Contribution (Employer’s share) |  |  |  |
| 3 | EPF Contribution (Employer’s share) |  |  |  |
| 4 | Relieving Charges 1/6th of Gross wages |  |  |  |
| 5. | Any other charges with details  |  |  |  |
| 6. | Total (Sl.No. 1 to 5) |  |  |  |
| 7. | Total (A+B+C of Sl. No.6) |  |
| 8. | Contractor’s Service charges (in %age).  |  |
| 9. | Contractor’s Service Charges in amount |  |
| 10. | Grand Total (7+9) |  |

( in words) Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only)

Note. :

* + - 1. The wages of Supervisor is based on DGR guidelines where the minimum wages of Supervisor is not less than 1.33 times of wages paid to Security guards without arms.
			2. The rates quoted above are as per rates fixed by the Central Government, Minimum wages Act in force and is subject to revision from time to time.
			3. The contractor’s service charges is not less or equal to the TDS prevalent at present.

( Signature of Bidder with Seal & Address )