



MMTC LIMITED

(A Govt. of India Enterprise)

**Gaurav Tower II, 2nd Floor, Block-“C”, Malviya Nagar, JLN Marg,
Jaipur**

TENDER NOTICE

No. MMTC/IPR/T-01/2015-16

21/05/2015

Sub: Tender Notice for appointment of Security Agency for Office Premises at Gaurav Tower II and Sitapura Office.

MMTC Limited (MMTC), Jaipur invites Sealed Tenders for appointment of Security Agency from reputed Agencies who have adequate experience for providing above services. The Tenders should be submitted to the General Manager, MMTC Limited, at the above address by 1200 hrs on or before 8th June, 2015.

Last date for submission of tender = 08/06/2015 (1200 hrs)

Opening date of tender = 08/06/2015 (1230 hrs)

The Tender must be accompanied by following documents, failing which the Tender is liable to be rejected.

- i) Copy of Registration of the Agency certifying that the tenderer is an approved Security Agency in the city of Jaipur;
- ii) License to engage in the business of private Security Agency issued by the Government of Rajasthan;
- iii) Copy of the List of present clients;
- iv) Certificate from at least three reputed clients in Jaipur confirming satisfactory performance in providing the security services;

- v) Copy of latest Income Tax Clearance Certificate (ITCC), PF Registration Certificate, Service Tax Registration No.
- vi) Earnest Money Deposit (EMD) of Rs. 5000/- (Rupees Five Thousand Only) in favour of MMTC Limited, payable at Jaipur by way of DD / Pay Order/Bankers' Cheque for consideration of the tender. The EMD shall not carry any interest. The EMD will be released after 15 days of expiry (or extended expiry) of the Tender in respect of unsuccessful tenderers;
- vii) The tender should be valid for a minimum period of thirty days from date of opening;
- viii) The period of service will be for a minimum period of two years from the date of this Agreement; and
- ix) The tenders are to be submitted strictly as per the Format annexed as per Annexure-I. One cover should contain Annexure-I, which should be labeled as Financial Bid. The other cover should contain all the annexures as mentioned at annexures (i) to (vi) above. This cover should be labeled as Technical Bid. Both the bids i.e. Technical and Financial will be placed in one large cover duly superscripted as **“Tender for Security Services at MMTC Ltd., Jaipur”**.

The requirement of Gunmen 24 hours is as follows:

1. MMTC Office at Arihant Tower II
2. MMTC Office at Sitapura Indl. Area

MMTC Jaipur reserves the right to accept or reject any or entire tender without assigning any reasons thereof.

**MMTC LIMITED
JAIPUR**

Annexure – 1

FINANCIAL BID

Rate Quotation for Gunmen on monthly basis including all charges

Monthly rate for one gunmen for 24 hours Rs. _____ in words

(-----)

For Service Tax. (As applicable)

The tenderer should specify the service tax amount. Total service tax is **12.36 %**.
The Service provider should bear **25%** and the balance **75%** shall be borne by service taker.

**Signature
(Seal of the Agency)**

Date: _____

Place: _____

Terms & Condition

- 1 The security personnel deputed by SECURITY AGENCY shall adhere to the discipline prevailing in MMTC. It shall be the responsibility of SECURITY AGENCY 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.
- 2 The personnel deployed by the SECURITY AGENCY 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. Persons should be positive in their behaviour to the visitors and the staff while carrying out their assigned task but at the same time is firm.
- 3 The SECURITY AGENCY should ensure clothes worn by the security personnel while on duty should 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.
- 4 In case MMTC objects to the deployment of any person and/or continuation of such person in its premises, the SECURITY AGENCY shall remove such person from the premises with immediate replacements.
- 5 The SECURITY AGENCY shall not change the security personnel very frequently and without the express permissions from MMTC. SECURITY AGENCY shall produce the required certificate/licence from Office of the Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970.
- 6 The SECURITY AGENCY 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 mis-behaviour / indiscipline /

- 7 non-adherence to the instructions of MMTC. In such an event, SECURITY AGENCY 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 SECURITY AGENCY shall prevent consumption of alcohol, gambling and such 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 personnel deployed by the SECURITY AGENCY 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 SECURITY AGENCY 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 & SECURITY AGENCY shall be on principal-to-principal basis and the said contract shall not amount to and/or be construed as constituting the SECURITY AGENCY as an agent of MMTC. It is clearly understood and agreed that the SECURITY AGENCY is not authorized or empowered to deploy person(s) in the name of the MMTC and/or on behalf of the MMTC.
- 12 The personnel deputed by the SECURITY AGENCY 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 held by them. Such of the personnel shall be fully trained, conversant with safety precautions for handling the said weapons/fire arms. The Security Agency 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 SECURITY AGENCY at the premises of MMTC, an authorized officer of MMTC shall interview the guard/supervisor before he is deployed for duty.

- 14 The SECURITY AGENCY shall not assign this contract to any other person/agency in any manner whatsoever.
- 15 The SECURITY AGENCY 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.
- 16 The SECURITY AGENCY shall intimate to MMTC immediately in case license issued under Private Security Agencies (Regulations) Act is cancelled or suspended.
- 17 It shall be the responsibility of the SECURITY AGENCY to ensure that alternative arrangements are made immediately if any security personnel do not turn up for duty on time.
- 18 The SECURITY AGENCY shall pay the personnel deployed for MMTC the wages that shall not be less than the minimum wages prescribed by the Govt. of Rajasthan, under the Minimum Wages Act, 1948. The payment to the Guards should be by cheques only. However, payment can be made by cash with supporting vouchers, if facilities do not exist.
- 19 SECURITY AGENCY 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 / Air force / CPO / State Force Organizations.
- 20 The payment of wages/emoluments to the staff deployed by the SECURITY AGENCY shall be made directly by the SECURITY AGENCY in the presence of authorized representative of MMTC by 7th of the following month.
- 21 All the eligible employees engaged by SECURITY AGENCY shall be made members of the Scheme under ESI Act, 1948 and the SECURITY AGENCY shall be 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 SECURITY AGENCY to MMTC every month. In case of an accident to the personnel deployed by SECURITY AGENCY, the same shall be informed to MMTC and all care shall be taken under the relevant Act and

SECURITY AGENCY shall produce documents relating to compliance with ESI Act provisions in this regard.

- 22 The SECURITY AGENCY shall indemnify MMTC and keep it indemnified for the payment of Bonus under Payment of Bonus Act and the Employees Provident Fund Act, 1952. The evidence and/or records in this behalf shall be maintained and submitted to MMTC from time to time by the SECURITY AGENCY.
- 23 In case the SECURITY AGENCY 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 SECURITY AGENCY and deposit directly with the authorities concerned.
- 24 The SECURITY AGENCY shall indemnify MMTC and keep it indemnified against any claims or liability whatsoever from any authority under the Labour Laws or any other laws.
- 25 The SECURITY AGENCY shall be duly registered under relevant Labour Laws including PF Act, ESI Act, Minimum Wages Act, Contract Labour Act, Shops & Establishment Act, Workmen's Compensation Act and to continue to hold valid registration/license throughout the period of the contract. The SECURITY AGENCY 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 SECURITY AGENCY 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.
- 26 The SECURITY AGENCY shall observe and implement laws of the land and rules framed there under 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 SECURITY AGENCY 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.
- 27 The laws of the land mentioned above are only indicative and not exhaustive. Any law/regulation that may become applicable to the SECURITY AGENCY, the same shall be complied without any default by the Security Agency.

- 28 The remuneration payable for the services rendered by the SECURITY AGENCY shall be regulated as per Annexure II. The rates indicated above are all inclusive and no extra payments shall be made by MMTC on any account.
- 29 The payment shall be made on receipt of the bills by the SECURITY AGENCY and after making adjustments, if any, including services charges and any other charges.
- 30 As far as payment 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 SECURITY 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 SECURITY AGENCY.
- 31 That in case any injury is sustained by any person including any person deployed by the SECURITY AGENCY 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 SECURITY AGENCY, the SECURITY AGENCY shall be liable to settle the claims of the aggrieved person(s).
- 32 The SECURITY AGENCY shall submit following documents/statements along with their bills every month:
- The attendance sheet of the personnel deployed duly certified by the authorized representative of MMTC.
 - 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.
 - A summary statement showing the individual's EPF/ESIC contributions along with 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.
 - The summary statements should indicate the code number allotted to SECURITY AGENCY by EPF/ESIC authorities and should also indicate the individual's account number allotted by the said authorities.

- A certificate to the effect that the SECURITY AGENCY has paid wages to the security personnel deployed by them latest by 15th of following month.

33 The SECURITY AGENCY shall disburse the Bonus in accordance with the provisions of Payment of Bonus Act.

34 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.

35 In the event of any dispute or difference arising under or out of or relating to the construction, meaning, operation or effect of this contract or breach thereof, the matters in dispute shall be referred to the sole arbitration of a person to be nominated by the Chairman-cum-Managing Director (CMD) of MMTC whose decision shall be final and binding on the parties to the contract. The party invoking arbitration shall specify the dispute or differences to be referred to arbitration under this clause together with amount or amounts claimed in respect of each such dispute. The other party shall be entitled to file their counter-claims, if any. The provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under shall govern the proceedings. The venue of the arbitration shall be New Delhi.

36 On appointment MMTC shall deduct the Contract Performance Guarantee (CPG) at the discretion of MMTC @2% P.M. from the monthly bills so as to make the total CPG at 10%. 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 Security Agency. The CPG amount will be refunded three months after the satisfactory completion of the contract. No interest shall be payable by the MMTC on the CPG amount so held.

37 This Agreement shall come into effect on _____ and terminate on -----
-- for a period of One Year and may be renewed for further period with the mutual written consent of both the parties.

39. MMTC reserves the right to terminate the Agreement without assigning any reason whatsoever by giving 30 days notice in writing and SECURITY AGENCY shall not be entitled to any compensation in case of such termination.

40. MMTC reserves the right to appoint one or more agencies for different locations as per requirement of MMTC.

41. That the SECURITY AGENCY has gone through the general conditions of contract and the same are accepted by Agency for the execution of contract awarded to the Agency.
42. On expiry or earlier termination of this agreement, the SECURITY AGENCY and the person(s) deployed by them shall vacate the MMTC's premises without causing any damage to the said premises/property.

Signature
(Seal of the Agency)