

#### touching lives, adding value

Ground Floor, Shikshak Sadan, K G Road, Bengaluru-560 002 (INDIA) Phone No. +91 80 22534800, 22534830, Fax +91 80 22272043

No.MMTC/SRO/ADMN/GA/2019-20

08<sup>th</sup> April, 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, Bangalore. Tender documents containing detailed terms and conditions can be downloaded from MMTC's website <a href="https://mmtc.eproc.in">https://mmtc.eproc.in</a>, www.mmtclimited.com or www.tender.gov.in.

- 1. The Bidder should have the Registered or Branch Office in Bangalore.
- 2. The documents/formats should be filled / enclosed by the interested firms/ companies / agencies in all respect alongwith the EMD of Rs. 1.00 lakhs (Rupees One lakhs only) in the form of Demand Draft / Pay order from any of the scheduled bank drawn in favour of MMTC Limited payable at Bangalore. Any bid without EMD will be rejected.
- 3. The agency should have security staff of **20 or more**, for at least 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.
- 4. Following documents are required to be furnished in the TECHNICAL BID complete in all respects.
  - i) Proof of valid DGR empanelment or proof of having License under Private Security Agencies Regulation Act 2005.
  - ii) Copy of experience certificate of providing Security of minimum 20 employees in the similar category / categories in any one year preceding three years 2015-16 to 2017-18 in Government Sector / Public Sector Undertaking.
  - iii) List of clientele with contact address and telephone numbers."

करियप्पे टी.एच./KARLYAPPA. T.H. प्रबंधक / Manager एम.एम.टी.सी. लिमिटेड / MMTC Limited शिक्षक सदन / Shikshak Sadan, ग्राउण्ड फ्लोर, के.जी.ग्रेड / Ground Floor, KG Road,

- iv) 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.
- v) Proof of valid registration with statutory authorities for work contract tax/VAT, TIN, Service Tax and GSTN.
- vi) Copy of PAN card issued by Income Tax Department.
- vii) Proof of valid registration with Employees Provident Fund (EPF) and ESIC authority.
- viii) Proof of valid License issued by Labour Commissioner for contracting labour under Contract Labour Act.
- ix) Self-certified copies of annual turn-over details for the last three years (IT returns,) certified by C.A. signed and sealed by tenderer.
- x) EMD of Rs.1,00,000/- (one lakhs only) in favour of MMTC Limited payable at Bangalore is to be submitting either in the form of DD/Pay Order. EMD shall not carry any interest for the period it is retained with MMTC.
- xi) Undertaking as per Annexure-I (on tenderers letter head).
- xii) Information about tenderer (Annexure -II)
- xiii) Arbitration / legal cases pending against the tenderer, if any submit details.
- xiv) Whether black-listed by any clients in the last 5 years, if any. Give details.
- xv) In case the party is registered with Ministry of MSME/ its authorized agencies, he is required to submit registration certificate and store details in addition to above.
- 5. Time and last date for submission of Bids is 16/04/2019 upto 12.00 p.m.
- 6. Time and date for opening of bid is **16/04/2019 at 03.00 p.m.** The venue of opening of bid is MMTC Limited, Ground Floor, Shikshak Sadan, KG Road, Bangalore 560 002.
- 7. Validity of bid is 180 days from the opening of tender.
- 8. MMTC reserves the right to postpone the date of opening of the tender or to cancel the tender without giving any reason/s. Any request from bidders to postpone or to change the date and time will not be considered.
- 9. The employer does not bind himself to accept the lowest or any tender and reserves the right to him of accepting the whole or any part of the tender and the contractor shall be bound to perform the same at the rates quoted. No correspondence will be entertained from the bidders on this subject.
- The bid of any bidder who has not complied with one or more of the conditions prescribed will be summarily rejected. Conditional bids will also be summarily rejected.
- 11. 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.



- 12. 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.
- 13. EMD of the unsuccessful bidder shall be returned at the earliest after the award of the contract.
- 14. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract.
- 15. 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.
- 16. The rates quoted in the Financial Bids should be both in words and figures in prescribed format (Annexure-4) only exclusive of taxes.
- 17. Financial bids of only those firms will be considered who are short-listed on the basis of the Technical Bid.

(Kariyappa TH) Manager (Admn)

करियप्पा टी.एच./ KARIYAPPA. राज्य प्रबंधक / Manager एम.एम.टी.सी. लिमिटेड / MMTC Limited एम.एम.टी.सी. लिमिटेड / MMTC Limited

एम.एम.टा.सा. लिलिड शिक्षक सदन/Shikshak Sadan, ग्राज्ञ फ्लोर, के.जी.रोड/Ground Floor, KG Road, बेंगलूरु-२/BENGALURU - 02.

## CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) TENDER INPUT FORM FOR WWW.EPROCURE.GOV.IN

1.	TENDER REFERENCE NO.	MMTC/SRO/ADMN/GA/2019-20		
2.	TENDER TYPE (OPEN, EOI, AUCTION)	OPEN		
3.	FORM OF CONTRACT (BUY, SALE, WORKS)	WORKS		
4.	NO. OF COVERS (1,2,3)	2		
5.	EMD (YES / NO)	YES		
5A.	IF EMD YES (AMOUNT IN RS.)	RS.1,00,000/-		
5B.	EMD PAYABLE IN FAVOUR OF	MMTC LIMITED		
5C.	EMD PAYABLE TO	MMTC LIMITED		
6.	TECHNICAL BID (YES / NO)	YES		
7.	FINANCIAL BID (YES / NO)	YES		
8.	WORK DESCRIPTION	PROVIDING SECURITY SERVICES		
9.	TENDER VALUE (IF ANY)	NIL		
10.	BID VALIDITY DAYS	180 DAYS		
11.	JOB TO BE COMPLETED IN HOW MANY DAYS / MONTHS	MONTHLY CONTRACT		
12.	PRODUCT CATEGORY	CONTRACT		
13.	CONTRACT TYPE (TENDER / EMPANELMENT)	TENDER		
14.	LOCATION DETAILS OF WORK SITE	GROUND FLOOR, SHIKSHAK SADAN, KG ROAD, BENGALURU – 560 002		
15.	PIN CODE	560 002		
16.	PRE-BID MEETING (YES /NO)	NO		
16A.	IF PRE-BID YES (GIVE MEETING PLACE)	NIL		



करियपा टी.एच./ KARIYAPPA. T.H. प्रवंधक / Manager एम.एम.टी.सी. लिमिटेड / MMTC Limited

16B.	PRE-BID MEETING ADDRESS	NIL
17.	BID OPENING PLACE	SRO BENGALURU
18.	TENDER DOCUMENT FEE (YES / NO)	NO
18A.	IF YES, MENTION AMOUNT (RS.)	NO
19.	PUBLISHING DATE / TIME	09.04.2019, 1030 HRS
20.	DOCUMENT DOWLOAD START DATE / TIME	10.04.2019, 1200 HRS
21.	SEEK CLARIFICATION START DATE / TIME, IF ANY	10.04.2019, 1300 HRS
21A.	SEEK CLARIFICATION END DATE / TIME, IF ANY	15.04.2019, 1730 HRS
22.	BID SUBMISSION START DATE / TIME	11.04.2019, 1000 HRS
23.	BID SUBMISSION CLOSING DATE / TIME	16.04.2019, 1200 HRS
24.	BID OPENING DATE / TIME	16.04.2019, 1500 HRS

### APPROVED BY NAME & DESIGNATION

REGION / DIVISION : SRO BENGALURU / ADMN कारेयप्पा टी.एर

**DATE: 08.04.2019** 

प्रबंधक / Manager एम.एम.टी.सी. लिमिटेड / MMTC Limited शिक्षक सदन / Shikshak Sadan, ग्राउण्ड फ्लोर, के.जी.रोड / Ground Floor, KG Road, बेंगलूरु-२ / BENGALURU - 02.

### MMTC TENDER INPUT FORM IN WWW.MMTCLIMITED.COM

TENDER FILE NO.	MMTC/SRO/ADMN/GA/2019-20
TENDER TITLE	"TENDER FOR PROVIDING
	SECURITY SERVICES"
DIVISION	ADMINISTRATION
EMD VALUE TICK (RS. / USD)	AMOUNT – RS.1,00,000/-
DOCUMENT COST (IF ANY)	NIL
TENDER TYPE (PRICE CIRCULAR, OPEN, AUCTION, EMPANELMENT, EOI)	OPEN
NO. OF BIDS	1
WORK SITE LOCATION	SRO, BENGALURU
TENDER ISSUE OF OFFICE	GROUND FLOOR, SHIKSHAK SADAN,
ADDRESS	KG ROAD, BENGALURU – 560 002
TENDER SUBMISSION ADDRESS	SAME AS ABOVE
PRE-BID MEET DATE (IF ANY)	NIL
DATE / TIME	8
TENDER PUBLISHING DATE / TIME	09.04.2019, 1030 HRS
DOCUMENT DOWNLOADING END	10.04.2019, 1200 HRS
DATE / TIME	
BID SUBMISSION START DATE / TIME	11.04.2019, 1300 HRS
BID SUBMISSION CLOSING DATE / TIME	16.04.2019, 1200 HRS

APPROVED BY NAME & DESIGNATION

करियपा टी.एच./ KARIYAPPA. T.H. प्रबंधक / Mahager एम.एम.टी.सी. लिमिटेड XMMTC Limited शिक्षक सदन / Shikshak Sadan, ग्राउण्ड फ्लोर, के.जी.रोड / Ground Floor, KG Road, बेंगलूरु-२ / BENGALURU - 02.

### **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 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.
- 2. 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.
- 3. 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. Person 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 SECURITY AGENCY 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.
- 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.
- The SECURITY AGENCY shall not change the security personnel very frequently and without the express permission 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.
- 7. 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 misbehaviour/indiscipline/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 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 authorised officer of MMTC shall interview the guard/supervisor before he is deployed for duty.
- 14. The SECURITY AGENCY 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 we 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 SECURITY AGENCY shall not assign this contract to any other person/agency in any manner whatsoever.
- 16. The SECURITY AGENCY shall ensure compliance of all provisions of Private Security Agencies (Regulations) Act, 2005 and Karnataka Private Security Agencies (Regulations) Rules, 2009, as applicable in the state they are working in.
- 17. The SECURITY AGENCY shall intimate to MMTC immediately in case license issued under Private Security Agencies (Regulations) Act is cancelled or suspended.



- 18. 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.
- 19. The SECURITY AGENCY shall pay the personnel deployed for MMTC the wages which shall be as per the minimum wages prescribed by the Govt. of Karnataka under the Minimum Wages Act, 1948 for the personnel deployed in the MMTC premises. The payment to the Security personnel should be by cheques/ECS only.
- 20. 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 accourrements provided to the Guards are not similar to Army/Navy/Airforce/CPO/State Force Organisations.
- 21. 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 authorised representative of MMTC by 7<sup>th</sup> of the following month.
- 22. 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.
- 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 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 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 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 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.
- 29. The rates agreed above are as per the current minimum wages declared by the Karnataka. Suitable increase/decrease may be made as and when these rates are revised. 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 SECURITY AGENCY.
- 30. 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).
- 31. The SECURITY AGENCY shall submit following documents/statements along with their bills every month:
  - i. The attendance sheet of the personnel deployed duly certified by the authorised representative of MMTC.
  - ii. 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.
  - iii. 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.
  - iv. 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.

तिएच./ KAPIYAPPA. T.H.
प्रबंधक / Manager
एम.एम.टी.सी. लिमिटेड / MMTC Limited
शिक्षक सदन / Shikshak Sadan,
ग्राउण्ड फ्लोर, के.जी.गेड / Ground Floor, KG Road,
बंगलरू - २ / BENGALURU - 02.

- v. A certificate to the effect that the SECURITY AGENCY has paid wages to the security personnel deployed by them latest by 20<sup>th</sup> of following month.
- 32. 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.
- 33. The Earnest money of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful Tenderer shall be retained & converted as part of interest free Security deposit, to be refunded after successful completion of the contract.
- 34. On appointment of Security Agency, 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 Security Agency. 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.
- 35. Submission of Contract Performance Guarantee (CPG) is mandatory even for NSIC registered agencies. Therefore, the NSIC registered agencies who are willing to abide to this condition only may take part in Tender
- 36. 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. SECURITY AGENCY shall not be entitled to any compensation in case of such termination.
- 37. The security personnel deployed by Security Agency shall for all purpose remain as employees of the said Security Agency only and shall have no claim whatsoever including against MMTC.
- 38. MMTC reserves the right to appoint one or more agencies for different locations as per requirement of MMTC.
- 39. That the SECURITY AGENCY has gone through the general conditions of the tender and the same are accepted by Agency for the execution of contract awarded to him.
- 40. 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.
- 41. 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.



- 42. The compensation, connected expenses and legal disputes between the firm and 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.
- 43. CONCILIATION/ARBITRATION: If any dispute (s) or difference (s) of any kind whatsoever arise between the parties (MMTC and Contractor), the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, MMTC. In the event, no amicable resolution or settlement is reached between the parties with in 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to the appointed by CMD, MMTC. In case dispute is not settled through amicable settlement same may be referred to arbitration as pr following clause: "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director of MMTC Limited. The provision of Arbitration and Conciliation Act, 1996 shall apply to such arbitration.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and payment due to the contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

In the event of any dispute, the court of Karnataka shall be exclusive jurisdiction to adjudicate any dispute.

The fee and other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give speaking and reasoned award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

44. FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War Civil, Riots, Fire directly affecting the performance of the contract, flood and Acts and Regulations of respective government of the two parties, namely MMTC and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Mejeure as also the ending of the said clause by giving notice to the other party within 72 hours of he ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. MMTC shall have the



option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause last.

45. APPLICABLE LAW AD 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 Karnataka.

### SPECIAL TERMS & CONDITIONS FOR E TENDER

- e-Tender is available on MMTC e-procurement website https://mmtc.eproc.in for 1. online process.
- 2. For any assistance on e-bidding process, please contact Mr. Kariyappa TH, Manager – email id kariyappa@mmtclimited.com, mobile +91 9480932280.
- 3. Earnest money in physical form should reach us on or before closing date and time of tender.

### SUBMISSION OF BIDS

The offer complete in all respect to be submitted to our e-tendering portal only as per special terms and conditions contained in the document and the copy of 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" should be dropped in Tender Box kept in Office premises, Ground floor, Shikshak Sadan, KG Road, Bangalore 560 002 latest by 12.00 pm on 16th April 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.

> सदन / Shikshak Sadan, के.जी.रोड/ Ground Floor, KG Road,

बेगलूरु-२/BENGALURU - 02.

# TECHNICAL BID SUBMISSION FORM Letter of Bid (To be printed on Bidder's letterhead)

Dated

To The Additional General Manager, MMTC Limited, Ground Floor, Shikshak Sadan, K G Road, Bengaluru

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.

. 10

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.

करियणा टी.एच/KARIYAPPA. T.H.
प्रविधक / Manager
एम.एम.टी.सी. लिमिटेड / MMTC Limited
एम.एम.टी.सी. लिमिटेड / MMTC Limited
शक्षक सदन / Shikshak Sadan,
श्रावण्ड फ्लोर, के.जी.गेड / Ground Floor, KG Road,
ग्रावण्ड फ्लोर, के.जी.गेड / Ground Floor, C2.

### (To be printed on Bidder's letterhead)

### TENDER FORM FOR PROVIDING SECURITY SERVICES

1.	Cost of tender	: Nil	
			Affix duly Attested P.P. Size recent photograph of the prospective bidder
2. 3. 4.	Due date for tender Opening time and date of tender Names, address of firm/Agency and Telephone numbers.		
5. 6.	Registration No. of the Firm/Agency. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.		
7. 8.	Please specify as to whether Bidder is sole proprietor/ Partnership Name and Address and Telephone of Directors/partners should specified.		
9.	Copy of PAN card issued by Income Tax Na previous Financial Year's Income Tax Retur		Nutrition And Copy of
10. 11. 12.	Provident Fund Account No. ESI Number License number under Contract Labour (R&A) Act.1970.		
13.	Documentary proof of having License under Private Security Agencies(Regulation) Act 2005		

- 14. Details of EMD Security deposited:
  - (a) Amount
  - (b) DD No.
  - (c) Date of Issue
  - (d) Name of issuing authority:
- 15. Any other information:
- 16. 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)

करियणा टी.एच / KARIYAPPA. T.H. Manager एम.एम.टी.सी. लिमिटेड / MMTC Limited शिक्षक सदन / Shikshak Sadan, ग्राउण्ड फ्लोर, के.जी.गंड / Ground Floor, KG Road, बेंगलूरू-२ / BENGALURU - 02.



### touching lives, adding value

Ground Floor, Shikshak Sadan, K G Road, Bengaluru-560 002 (INDIA) Phone No. +91 80 22534800, 22534830, Fax +91 80 22272043

### SCOPE OF WORK OF THE CONTRACTOR

### **Details of Manpower Required**

Armed Gunman (Skilled category) = 02
TOTAL = 02

### Note:-

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 antisocial elements, unauthorized persons and vehicles.