



MMTC LIMITED

(A Government of India Enterprise)

NIC Building , 4<sup>th</sup> Floor 8 India Exchange Place, Kolkata-700 001

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CIN: L51909DL1963GOI004033

## **Subject: Tender for Appointment of Armed Security Services**

**NIT. No. MMTC/Kol/Admn/ Security Service/2018-19/07**

**Dated : 01.04.2019**

MMTC Limited, A Government of India Enterprise, Regional Office, NIC Building, (4th Floor), 8, India Exchange Place, Kolkata 700 001 ( hereinafter called the MMTC) invites sealed offers in two bid system for providing of Armed Security Services personnel at MMTC's office premises in Kolkata.

The bidder(s) are required to submit their sealed tender latest by 14:30 Hrs on 22.04.2019 to the **DEPUTY GENERAL MANAGER (P&A), MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**. The offer is required to be submitted in two separate sealed envelopes i.e. one for "Technical Bid" and the other for "Price Bid". The **Technical Bid** will be **opened on 22.04.2019 at 15:00 Hrs** and the **"Price Bids" of only the technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if they desire.

### **Mode of Submission**

The bids are to be submitted in following manner:

- a. **Technical Bid: As per Annexure I and Annexure III (To be completely filled up and documents attached as per Annexure II )**
- b. **Price Bid: In Price Bid format as per Annexure- IV**

**The 'Technical Bid' and the 'Price Bid' must be placed inside 2(Two) separate sealed envelopes as follows:**

First Envelop super scribing **"Technical Bid: NIT NO. MMTC/Kol/Admn/ Security Service/2018-19/07 Dated : 01.04.2019"**.

Second Envelop super scribing **"Price Bid: NIT NO. MMTC/Kol/Admn/ Security Service/2018-19/07 Dated : 01.04.2019"**.

Both the above two separate envelopes containing the 'Technical Bid' and 'Price Bid' **shall be put in another sealed envelope super scribing "NIT NO. MMTC/Kol/Admn/ Security Service/2018-19/07 Dated : 01.04.2019"** to be submitted in the Tender Box of MMTC Limited, Regional Office, Kolkata at 8 India Exchange Place, 4<sup>th</sup> floor, NIC Building, Kolkata 700001 latest by 14:30 Hrs on 22.04.2019.

### **1. Eligibility Criteria**

- a. The bidder should be registered agencies registered under Indian Registration Act 1908/ Indian Partnership Act 1932/ Companies Act, 1956 or Proprietorship Firm providing similar kind of services for three years during the latest last five financial yeas (i.e. providing maintenance job for day to day electrical work) in Large Educations/Research Institutions, Universities run by Central Government/State Government Department, Public or Private Sector Companies/ Undertakings, Autonomous Bodies/Other PSUs.
- b. The bidder must have a valid license for job of round the clock Armed Security Services of day to day work from State/Central Government Agencies.
- c. The bidder should be Income Tax Assesse and registered with GST, Service Tax , EPF and ESI.
- d. The bidder should be registered under Contract Labour ( Regulation and Abolition) Act, 1970 .

### **2. Qualification Criteria:**

- a. The bidder should have minimum three years experience in doing similar nature of work and have successfully completed the same. In support of this bidder should be submit the copy of such work order along with satisfactory completion certificates issued from at least three clients
- b. The bidder should have sufficient employees on it rolls specifically trained for electrical work. The bidder should submit proof of ESI and EPF deduction and deposit to relevant authorities during last three financial years.

### **3. Documents required in support of eligibility and Qualification:**

The bidder should submit the following documents along with Technical Bid;

- i) The copy of Firm's Registration/Incorporation Certificate with relevant authority of India, if any.
- ii) Self attested copy of valid License for Electrical Maintenance job from Private/State/Central Agencies.
- iii) Self attested copy of valid registration certificate under Contract Labour ( Regulation and Abolition) Act 1970
- iv) GST returns certificate alongwith filling of Income Tax return of last financial year.
- v) Self attested copy of GST registration certificate, Employees Provident Fund (EPF) and PAN Card
- vi) Self attested copies of similar job order in last 3 years.

- vii) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India .
- viii) EMD of an amount of Rs. 10,000/- by Demand Draft in favour of "MMTC Limited" drawn in any Nationalized Bank payable at Kolkata.

#### **4. SCOPE OF WORK & RESPONSIBILITY**

- a)** The Security personnel will be deployed as Gun Man/Armed Security in the premises of MMTC Limited, Office Premises, 8 India Exchange Place, 4<sup>th</sup> Floor, NIC Building, Kolkata 700 001.
- b)** The Gun Man should have his own Gun/Armed with the valid licence of District Magistrate, Govt. of West Bengal/ Sub Divisional Officer, Govt. of West Bengal or any other Govt. Authority with his own name.
- c)** The Armed Security Services personnel will be deployed as round the clock basis and assigned or required from time to time.
- d)** The Armed Security Services personnel is required positively to escort our employees to deposit cash, valuables in the Bank, round the clock eye watching of the showroom at office premises, round the clock alert during the exhibition cum sale - Festival of Gold viz Dhantaras, Akshyatritya etc.
- e)** The Armed Security Services personnel will have fully responsible regarding all the electrical gadgets established in the Office premises.
- f)** The Armed Security Services personnel have knowledge with Fire Safety norms, uses of Fire extinguisher and will directly communicate with Fire Brigade on any emergency situation.
- g)** The contract for Armed Security Service will come into force with effect from 1<sup>st</sup> May,2019 and will remain in force for a period of 3(three) years i.e. upto 30<sup>th</sup> April.2022.
- h)** The Bidder shall be liable to compensate MMTC for any loss or damage suffered by MMTC for the failure of the Bidder to abide by any of the terms and conditions of this ` agreement or discontinuance of the agreed work/job under this agreement.
- i)** MMTC reserves the right to accept/reject any or all the offers submitted against this tender in whole or in part without any notice or without assigning any reason thereof.

- j) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents will be rejected.

## **5. WORKMEN'S COMPENSATION ACT**

The Bidder shall indemnify MMTC against all claims arising under the provisions of the Workman's Compensation Act or any other Act in force in respect of any workman employed by the Bidder for execution of the work.

## **6. COMPLIANCE WITH RULES**

The Bidder shall conform in all respects, to any statute, ordinance or law and to any rule, regulation or bye-laws of Central or State Governments, or by any local or other bodies duly constituted by such authority or statutory authority which may be applicable to the work/job related to this Agreement. Persons employed by the bidder should be covered under ESI and shall be provided with all required safety equipments and have sufficient training/ instruction for the job by the bidder. All statutory and other obligations regarding such persons would be with the bidder. MMTC reserves the right to make statutory deductions from bills if required by the law of the land. It shall be responsibility of the bidder to ensure that he conforms to the various provisions of statutory Acts wherever applicable in respect of contract labour to be engaged by bidder. Bidder shall also indemnify MMTC against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property whatsoever, arising out of the execution of the work/carrying out of the contract. The bidder shall also indemnify MMTC against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts.

## **7. LABOUR LAWS AND REGULATIONS -**

- (i) The Bidder shall strictly abide by all statutory rules and regulations, which are and shall be in force during the execution of the work in respect of employment of labour and shall fully comply with the provisions of payment of Wages Act.
- (ii) The Bidder shall also arrange to provide all amenities to the workmen employed by him as provided under law.

## **8. THIRD PARTY RISKS -**

The Bidder shall indemnify MMTC against all claims, demands, proceedings, damages, costs, compensations, charges, expenses, which may arise out of or in consequence to any action direct or indirect, or incidental thereto by the Bidder or his employee(s), workmen, agent and associates.

## **9. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1) as per the "Price Bid" by taking cumulative charges. The successful bidder shall enter into a contract with MMTC.

## **10 .RATE :**

The rates should be quoted as per Price Bid format only as at Annexure-IV. However, GST (if applicable) shall be paid by MMTC extra at the prevailing rate.

## **11. VALIDITY OF OFFER :**

Offer should be valid for 120 days for acceptance by MMTC from the due date of submission of the Tender. Rate quoted shall remain firm during the contract period and for extended period if mutually agreed upon.

## **12. Tenure of the Contract:**

The contract will be initially valid for a period of Three years from 01.05.2019 to 30.04.2022 and may be extended for further periods on mutual consent in writing.

**13.** MMTC has the right to amend the contract with mutual consent of both the parties.

## **14. GENERAL CONDITIONS OF CONTRACT**

- a. The personnel provided by the bidder shall be the employees of the Bidder and all statutory liabilities will be paid by the contractor such as ESI, PF Workmen's Compensation Act etc. The persons deployed by the Bidder should be properly trained and have requisite experience and having the skills for carrying out the Armed Security Services work using appropriate materials/equipment/Arms.
- b. If the bidder is a Registered Company /Partnership of two or more persons , all such persons shall be jointly and severally liable to the company for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company /Partnership shall not be altered without the approval of the MMTC.
- c. The bidder shall at all times should indemnify MMTC Limited against all claims, damages or compensation under the provisions of payment of wages Act, 1936, Minimum Wages Act, 1948; Employer's Liability Act, 1938, the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time . Contracting authority will not own any responsibility in this regard. Payment of minimum wages notified by the Government, shall be ensured all the time.
- d. The personnel deployed by the bidder shall not claim any benefit, compensation, absorption or regularization of their services in the Govt.

Establishment either under the provision of Industrial Dispute Act, 1947 or Contract Labour ( Regulation & Abolition) Act, 1970. The contractor shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the bidder and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the contracting authority shall not be a necessary parties, however, in any event either the dispute to adjudicate the matter, the bidder has to reimburse the expenditure that would have been borne by the Contracting Authority.

- e. The personnel deployed by the bidder shall not divulge or disclose any details of office, operational process, technical know- how security arrangement, administrative/organizational matters to any third person.
- f. The bidder shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks , smoking, loitering and shall not engage in gambling or any immoral act.
- g. All liabilities arising out of accident or death while on duty shall be borne by the bidder.
- h. Bidder and its staff shall take proper and reasonable precautions to prevent loss destruction waste or misuses of the office premises
- i. That the event of any loss occasioned to the MMTC, as a result of any lapse on the part of the bidder or its personnel may be established after an enquiry conducted by the MMTC. The decision of MMTC in this regard will be final and binding on the Bidder.
- j. The MMTC shall have the right, within reason, to have any person removed that is considered to the undesirable or otherwise.
- k. The bidder shall be responsible to protect all properties and equipment.
- l. The personnel engaged should be extremely courteous with pleasant mannerism in dealing with the Staff/Business Associates/Visitors. The MMTC shall have right to have any person removed in case the personnel deployed by the bidder who is not performing the job satisfactorily. The bidder shall have to arrange the suitable replacement in all such cases.
- m. Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate.
- n. Any damage or loss caused by personnel deployed by the bidder's would be recovered from the Bidder .
- o. The bidder shall not engage any such sub-bidder or transfer the contract to any other person in any manner.
- p. Personnel deployed by the bidder shall not take part in any Staff Union and Associations activities.

## **15. Termination clause:**

This agreement shall come into force with effect from 01.05.2018 and will remain valid till 30.04.2022. The agreement may be extended further on mutual consent at the same terms and condition or the conditions agreed upon. This agreement may be terminated by either party by giving three months notice in writing.

**16. FRAUD PREVENTION POLICY:**

The bidder shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others(working in MMTC) to indulge in fraudulent activities and they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealments 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.

**17. HOLIDAY-LISTING:-**

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 dealing or take any curative measures with the agency(s) in accordance with the policy in force.

**18. FORCE MAJEURE:**

Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than fifteen days(15days) either party shall have the right to refuse fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract. A certificate issued by the respective chambers of commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

**19. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof shall be settled by Arbitration by a sole Arbitrator to be nominated by the Chairman and Managing Director of MMTC. The provision of the Arbitration and Conciliation Act, 1996 shall apply to such Arbitration proceeding. The venue of Arbitration shall be Kolkata.

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**Deputy General Manager (P & A)**

## TECHNICAL BID

## 'PART-1'

**Mandatory Information of Bidder**

Company Name	:	
Company's Legal Status (i.e. whether a Company, Partnership Firm, Proprietorship, etc.)	:	
Registration Number	:	
Registered Address	:	
Name of Proprietor/Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
GSTIN Registration Number (Self attested copy to be enclosed)	:	



Income Tax Permanent Account Number (Self attested copy to be enclosed)	:	
Name and address of Bankers(A/C Number, IFSC Code)	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	
Fax	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

**TECHNICAL BID**

**'PART-2'**

- i) The copy of Firm's Registration/Incorporation Certificate with relevant authority of India.
- ii) Self attested copy of valid License for Armed of Personnel from Appropriate Authorities.
- iii) Self attested copy of valid registration certificate under Contract Labour ( Regulation and Abolition) Act 1970
- iv) GST returns certificate along with filling of Income Tax return of last financial year.
- v) Self attested copy of GST registration certificate, Employees Provident Fund (EPF) and PAN Card
- vi) Self attested copies of similar job order in last 3 years.
- vii) Declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Government of India.
- viii) EMD of an amount of Rs. 10,000/- by Demand Draft in favour of "MMTC Limited" drawn in any Nationalized Bank payable at Kolkata.

**Sub: Letter of Authorisation**

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri \_\_\_\_\_ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us to carry on the business of the firm/company, whether any intimation of such Armed Security service provider is given to the Chief General Manager, MMTC Kolkata or not.

The specimen signature of Shri ..... is given below:-

1. Name:
2. Signatue:

Yours faithfully,

(SIGNATURE OF BIDDER)

With official stamp

ON LETTER HEAD

**Tender for Appointment of Armed Security Services**

**PRICE BID**

NIT. No. MMTC/Kol/Admn/ Security Service/2018-19/07

Dated : **01.04.2019**

Sl.No	Description of Services	Charges per month
1	1 <sup>st</sup> shift Armed Security Services personnel	
2	2 <sup>nd</sup> shift Armed Security Services personnel	
3	3 <sup>rd</sup> shift Armed Security Services personnel	
4	Round the clock Armed Security Services personnel	
3	GST Rate (If applicable)	
	Total	

(SIGNATURE OF BIDDER)

With official stamp