



MMTC SRO AHMEDABAD

2 Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014

No.MMTC/AHD/ADMN/2021-22

12TH May, 2021

SUB : Inviting e-Tender for appointment of Security Agency for providing security/other services at MMTC Limited SRO Ahmedabad

Start date for Downloading tender document	<u>12/05/2021</u>	From 1200 HRS
Last date for Downloading tender document	<u>02/06/2021</u>	Up to 1430 HRS
Due date of tender submission (Technical & Price Bid)	02/06/2021	Up to 1500 HRS
Technical Bids opening Date	03/06/2021	at 1100 HRS

EMD (Earnest Money Deposit) : Rs.50,000/- (Rupees Fifty Thousand only)

Non-refundable tender Participation Fees : Rs.1,000/- (Rupees One Thousand Only)

The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the MMTC website <https://mmtc.abcprocure.com>, www.mmtclimited.com or www.eprocure.gov.in

For bid submission, the bidder will have to necessarily download an official online copy of the tender document. All future Information viz. corrigendum / addendum / amendments etc. for this Tender shall be posted on MMTC website <https://mmtc.abcprocure.com>, www.mmtclimited.com or www.eprocure.gov.in. The bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration etc. MMTC in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

SPECIAL TERMS & CONDITIONS FOR e-TENDER

1. 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
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	Sonu Tank : 07935022180 Satabdi Dey : 07935022167 / 07935022166	info@abcprocure.com
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	<u>delhi.support@eptl.in</u>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	<u>+91-(79)- 68136 833</u>	<u>support@abcprocure.com</u>
	<u>+91-(79)- 68136 854</u>	
	+91 - 95108 12960, 95108 12971, 90810 00427, 99044 06300, 93745 19729	<u>dinesh.k@eptl.in</u> Support@abcprocure.com
HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST - MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS)		

2. e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online process. For this, bidder is required to obtain minimum class II Digital Signature Certificate (meant for e-tendering) from any Licenced Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) The details of the licensed CA's are available on www.cca.gov.in and have to register with eprocurement portal <https://mmtc.eproc.in> (a one time activity) independent of each other as given below
3. The bidders shall be asked to 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 be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
6. Earnest money in physical form should reach us on or before closing date and time of tender.

MMTC LIMITED SRO AHMEDABAD

2 Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014

E-NIT for appointment of Security Agency for providing security/other services at MMTC Limited, SRO Ahmedabad

TENDER DOCUMENT

MMTC Limited, a Government of India Enterprise invites E-bids for appointment of Security Agency for providing security/other service Interested bidders fulfilling eligibility criteria as mentioned in Pre-Requisites /Eligibility Crirteria Section may submit their bid along with the requisite, Self certified scanned copies of documents are required to be furnished through e-mode in the TECHNICAL BID. Format for Technical bid is placed at Annexure –1 and that of financial bid is at Annexure – 3.

Submission of Bid:

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 Appointment of Security Agency for Providing Security & Other Services" should be dropped in Tender Box kept in Administration Division, 2nd Floor, Nagindas Chambers Ashram Road Usmanpura Ahmedabad Gujarat latest by 3.00 pm on 02^{ns} june, 2021. The Technical Documents be couriered to MMTC Ahmedabad office in sealed envelope and the signed/stamped copies of these documents must be scanned & uploaded in technical bid on the above bid web site . 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.

Important Instructions to Bidders

- 1. Bidders are hereby requested to submit their e-bids in the following format:*
- 2. The documents/formats should be filled / enclosed by the interested firms / companies / agencies in all respect along-with the Participation fee of Rs. 1,000/- (Rupees One Thousand) & interest free EMD of Rs.50,000/- (Rupees Fifty Thousand only).*
- 3. The bidder shall furnish EMD of Rs.50,000/- along-with Participation fee of Rs.1,000/- through online mode (RTGS/NEFT) in MMTC Limited account maintained with State Bank of India, CAG Branch, Mithakali ,Ahmedabad,Gujarat having Account No. 10371778358, IFSC - SBIN0004152. (The deposit details are to be submitted along with tender form, failing which tender will be rejected).*

4. *The tenders without Participation fee & EMD will be summarily rejected except in case of MSME Parties*
5. *“Under Public Procurement Policy (PPP) issued by the Ministry of Micro, Small and Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum of 25% share out of the total procurement of goods and services by Central Ministries/Departments/PSUs are to be made from MSEs. Further out of the 25% target of annual procurement from MSEs, a sub-target of 5% annual procurement from MSEs owned by SC/ST Entrepreneurs and an additional 3% reservation for the Women owned MSEs within the above 25% reservation. Preference will be given to firms registered with the M/o MSME as per guidelines prescribed under MSMEs Act, 2006.”*
6. *In case the bidder is registered with Ministry of MSME/its authorized agencies. the bidder is required to submit valid registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.*
7. *Opening of Technical e- bids would take place simultaneously on the date and time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.*
8. *Technical e-bids received and opened shall then be evaluated by the Evaluation Committee of MMTC as per Eligibility Criteria as mentioned in Pre-Requisites /Eligibility Crirteria Section of this NIT.*
9. *MMTC will open the “Financial E-bids” of the technically qualified Bidders only. The intimation of date, time and venue of the opening of the “Financial E-bids” shall be informed separately through e mail/ telephonically to such bidders.*
10. *MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.*
11. *MMTC reserves the right to extend the deadline for submission of e-bids by issuing a Corrigendum in which case all rights and obligation of the MMTC and the bidders previously subject to the original deadline will then be subject to the new deadline.*
12. *Withdrawal or modification of a bid after submission of e-bids may result in the forfeiture of the EMD and non-refundable Participation Fee.*
N.B. – Financial bid or rate should not be reflected in any case in the Technical Bid.
13. *Documents to be enclosed while submitting e-bids through e- mode only:*
 - a. *Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand only) : Through online mode (RTGS/NEFT) in MMTC Limited account maintained with **State Bank of India, CAG Branch Mithakali ,Ahmedabad,Gujarat having Account No. 10371778358, IFSC – SBIN0004152** (The deposit details are to be submitted along with tender form, failing which tender will be rejected).*
 - b. *Participation Fees (non-refundable) of Rs.1,000/- (Rupees One Thousand only) : Through online mode (RTGS/NEFT) in MMTC Limited account maintained with State Bank of India, CAG Branch **Mithakali ,Ahmedabad,Gujarat having Account No. 10371778358, IFSC -***

SBIN0004152 (The deposit details are to be submitted along with tender form, failing which tender will be rejected).

c. Technical Bid (Through e-mode only):

The following Documents scanned images (in PDF format) stamped & signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed).

- (i). Techno-Commercial Bid (as per format given in Annexure-1).
- (ii). Complete bid document duly stamped & Signed by the bidder as a token of acceptance of Terms & Conditions of tender. – STAMPED & SIGNED.
- (iii) Documents as per Pre-Requisites /Eligibility Crirteria Section of bid document

d. Financial Bid : (Through e mode only) :

Financial bid as per enclosed Format in Annexure - 3.

- 14. The e-bids will be received up to 02/06/2021 1500 hrs on last date of receipt of bids. E-Technical bids of bidders who have submitted the valid & requisite EMD and non-refundable participation Fees will be opened on 03/06/2021 at 11:00 hrs Online Only and not in the presence of the representatives of the bidders present due to covid-19 pandemic.
- 15. The EMD and Participation Fees of the bidder shall be forfeited
 - 1 If the bidder withdraws the bid during the period of bid validity
 - 2 In case the successful bidder fails to accept Letter of Award (LOA) within the stipulated period mentioned in LOA.
 - 3 Besides forfeiture of EMD and Participation Fees, bidder shall not be considered for participation in any bidding process for next three years in MMTC.
- 16. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after successful completion of the contract. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work, without any interest. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the Successful bidder/Security Agency . The EMD/SD will be refunded to the Successful Bidder/Security Agency on successful completion of the contract period without any interest.
- 17. During the operation of the contract, if it is established that the Successful Bidder/Security Agency is not able to provide services like security guards/driver/house keeping-cum office boys in reasonable time of 1 week and in required numbers the contract can be terminated by giving **Seven calender days**

notice period and the contract will be awarded to another Successful Bidder/Security Agency at their cost, expenses and risk.

18. *On placement of LOA, the Successful Bidder/Security Agency is required to provide its services in required man power category & in required quantum immediately with out delay ,In case of failure to provide services within the specified time, including reasons beyond the Successful Bidder/Security Agency's control, there will be deduction of 5% in the bill submitted.*
19. *The bid shall remain valid for a period of three (03) months from the date of opening of the e- bids.*
20. *Rates to be quoted in the prescribed format and only in e- mode (as per the format in the Financial Bid placed at Annexure 3). Rates submitted separately will not be considered.*
21. **MMTC reserves the right to appoint / award work to one or more Bidder/Security Agencies for the above requirement without assigning any reason(s) thereof.**
22. **Pre-Requisites/Eligibility Criteria**

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, Driver,Housekeeping -cum-office boy (hereinafter referred as personnel) at MMTC Limited, Ahmedabad . Tender documents containing detailed terms and conditions can be downloaded from MMTC's website <https://mmtc.abcprocure.com>, www.mmtclimited.com or www.eprocure.gov.in on payment of Rs.1000/- (Non-refundable) via NEFT/Online Fund Transfer only in favour of MMTC Limited, Ahmedabad .

22.01 The Bidder/Security Agency should have the Registered Office in Ahmedabad .

22.02 The documents/formats should be filled / enclosed by the interested firms/ companies / agencies in all respect alongwith the EMD of Rs.50,000/- (Rupees Fifty thousand only) via NEFT/Online Fund Transfer Only from any of the scheduled bank drawn in favour of MMTC Limited ,Ahmedabad. Any bid without EMD will be rejected.

22.03 The Security agency should have an annual turnover of Rs.20.00 crore during each of the last three years and should have security staff of 25 or

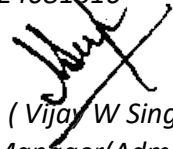
more for atleast one client and should have a minimum experience of three years in security agency business in Government Sector / Public Sector Undertaking. The experience shall be supported by such Corporate on their letter heads. The experience should be continuous during last three years.

22.04 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 25 employees in the similar category / categories in any one year preceding three years 2017-18 to 2019-20 in Government Sector / Public Sector Undertaking.*
- iii) List of clientele with contact address and telephone numbers.*
- 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) UTR of Tender fee of Rs 1000/- (One Thousand only) in the form of ONLINE NEFT in favour of MMTC Limited , Ahmedabad is to be submitted at the time of submitting the offer enclosed. In addition, prescribed EMD via NEFT/Online Transfer of Rs.50,000/- (Rs Fifty Thousand only) in favour of MMTC Limited , Ahmedabad . 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.*

23. *Validity of bid is 90 days from the opening of tender.*

24. *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.*
25. *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.*
26. *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.*
27. *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.*
28. *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.*
29. *EMD of the unsuccessful bidder shall be returned at the earliest after the award of the contract.*
30. *EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract.*
31. *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.*
32. *The rates quoted in the Financial Bids should be both in words and figures in prescribed format (Annexure-4) only exclusive of taxes.*
33. *Financial bids of only those firms will be considered who are short-listed on the basis of the Technical Bid.*
34. *For any queries regarding the tender may contact*
 - a) *Shri VijayWSingh Chief Manager (Admin) ,vijaywsingh@mmtclimited.com/9825605951*
 - b) *Shri S D Gangan DGM(sys/pers), sdgangan@mmtclimited.com/9624081816*


(Vijay W Singh)
Chief Manager(Admn.)

TERMS & CONDITIONS

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. 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.*
3. *The SECURITY AGENCY should ensure cloths worn by the 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.*
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/other 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.*
6. *The SECURITY AGENCY shall be directly responsible for the discipline and proper conduct of all security/other 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.*
7. *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.*
8. *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.*

9. *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.*
10. *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.*
11. *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.*
12. *Whenever a new guard/driver/office boy 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.*
13. *The SECURITY AGENCY should commence the security/other services on the date mutually agreed by both the parties. The tenure of the contract will be for a period of three year which may be extended for another one/two 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.*
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 any other Private Security Agencies (Regulations) Rules as applicable in the state of Gujarat 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 which shall be as per the minimum wages prescribed by the Govt. Of Gujarat under the Minimum Wages Act, 1948 for the personnel deployed in the MMTC premises. The payment to the Security personnel/other deployed personnel should be by NEFT/Online Fund Transfer only.*
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/Airforce/CPO/State Force Organisations.

20. *The payment of wages/emoluments to the staff deployed by the SECURITY AGENCY shall be made directly by the SECURITY AGENCY 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. *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.*
23. *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.*
24. *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.*
25. *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.*
26. *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.*
27. *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.*
28. *The rates agreed above are as per the current minimum wages declared by the Gujarat. Suitable increase/decrease may be made as and when these rates are revised. The prevailing rates are*

effective from 1.4.2021 as per Gujarat 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 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.

29. *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).*
30. *The SECURITY AGENCY shall submit following documents/statements alongwith 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 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.*
 - 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.*
 - v. *A certificate to the effect that the SECURITY AGENCY has paid wages to the security personnel deployed by them latest by 20th of following month.*
31. *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.*
32. *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.*
33. *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.*

34. *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*
35. *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.*
36. *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.*
37. *MMTC reserves the right to appoint one or more agencies for different locations as per requirement of MMTC.*
38. *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.*
39. *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.*
40. *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.*
41. *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.*
42. **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 Ahmedabad 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.

43. **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.

44. **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 Ahmedabad.]*

45. **RATES AND PRICES**

- a) Bidders should quote the rates through online mode only in the format given at Annexure-B. Incomplete e-bids will summarily be rejected. The rates quoted by the bidder shall be valid till the final completion of the Valuation.*
- b)The rates quoted should be inclusive of all statutory duties, levies, excise, customs and GST.*
- c)Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD and action(s) as deem fit by MMTC. No additional travelling cost or any other costs, etc., would be payable by MMTC.*

46. *Successful bidder shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government. MMTC in no way, whatsoever, will be responsible in this regard and MMTC remains harmless during tenure of contract.*

47. **Taxes and duties**

All statutory dues, taxes, duties, levies, excises, GST, etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the successful bidder ; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, GST (which ever applicable) and other statutory local taxes levies including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract.

48. *Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.*

49. **PAYMENT:**

A) *The successful bidder shall submit his/her GST complied bills in triplicate to MMTC, Corporate Office after completion of valuation for further necessary action. The payment shall be released after execution of satisfactory work & necessary deductions, if any. The payment will be made through e-payment system only in the bank account of the successful bidder.*

N.B. : No advance payment will be made at the beginning of the work.

B) TERMS FOR PAYMENT:

i *Payment of bills, which are ready in all respects, shall be endeavoured within 3 weeks of receipt of bill at MMTC after submission of Final Report.*

ii *Any clarification/correction/modification, if required, in the bill will be sought from the successful bidder/agency within 2-3 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC, CO.*

50. **Modification.**

Any modification of the Contract/Letter of Award (LOA) shall be in writing and signed by an authorized representative of each Party which shall form part of the existing contract/LOA.

51. Relationship between the Parties

- i Nothing in the LOA 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.*
- ii No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms & conditions of the LOA.*
- iii MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the LOA.*

52. No Assignment:

The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/LOA or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the LOA.

53. Waiver

The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this tender/LOA shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

54. LIQUIDATED DAMAGES FOR DELAY IN SERVICE

Time is essence of the contract. The successful bidder must adhere to the time limit and ensure delivery/services. Failure to service all or part of the delivery/services on or before the stipulated date / deficiency in service will entail a pre- estimated pre-determined liquidated damages equal to 5% of the value of total contract price.

55. EVALUATION CRITERIA

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-1. Financial bid/s of such bidders who meet the techno- commercial parameters will thereafter be opened and the bidder quoting lowest amount will be awarded the contract.

56. INDEMNITY:

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 LOA, 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 LOA, 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 LOA 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 LOA.

57. 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 Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

58. Compliance with Laws

- i The Selected Bidder shall comply with the laws in force in India in the course of performing the LOA/contract.*
- ii If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent LOA, in such event, the successful bidder will be solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.*

59. Holiday Listing:

Notwithstanding anything contained in this LOA, MMTC's policy for Holiday-Listing of any agency mutatis mutandis applies to this LOA and in the event, the agency(s) while discharging its obligations under this LOA 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.

60. FRAUD PREVENTION 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.

61. Termination Clause

A) Right to Terminate the Process

MMTC reserves the right to cancel the LOA/contract placed on the selected bidder and recover expenditure incurred by MMTC under the following circumstances:-

a The selected bidder commits a breach of any of the terms and conditions of the bid/subsequent LOA. The bidder goes into liquidation, voluntarily or otherwise.

b if the selected bidder fails to complete the assignment/deliver the services as agreed herein, MMTC its sole discretion shall terminate the contract.

Secondly if the selected bidder fails to complete the assignment or performs unsatisfactory work it shall be the sole decision of MMTC to enter into a subsequent LOA and as per the time lines and guidelines prescribed in this Tender and extension if any allowed, shall be subject to the predetermined liquidated damages equal to the of the value of the total Contract price apart from the forfeiture of the Security Deposit in view of nonperformance of the contract.

c In the event of the successful bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, MMTC shall have the power to terminate the LOA/contract with one month notice period.

d In case the selected bidder fails to deliver the services as stipulated in the LOA/contract, MMTC shall terminate the contract. MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.

e After award of the LOA, if the selected bidder does not perform satisfactorily or delays execution of the LOA, MMTC reserves the right to get the balance LOA executed by another party of its choice by giving 07 Calendar days notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance LOA. This clause is applicable, if for any reason, the LOA is cancelled.

f On termination of the contract, MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder,

including the pending bills and/or invoking the performance security deposit under this LOA.

B) Consequences of Termination

I) In the event of termination of the LOA/contract due to any cause whatsoever, [whether consequent to the stipulated term of the LOA or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the LOA.

II) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.

III) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the LOA that are expressly or by implication intended to come into or continue in force on or after such termination.

62. General: Entire LOA

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

The subsequent LOA/contract constitutes the whole of the LOA 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 subsequent LOA/contract not incorporated in this LOA/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent LOA/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 LOA/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 scrip to and the remaining provisions and clauses of subsequent LOA shall remain in full force and effect. The Parties declare that it is their intention that LOA would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

All provisions and the various clauses of subsequent LOA/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 LOA/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 scrip to and the remaining provisions and clauses of subsequent LOA shall remain in full force and effect. The Parties declare that it is their intention that LOA would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

63. *No alternative offer shall be considered.*
64. *MMTC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all e-bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of MMTC's action.*
65. *MMTC reserves the right to accept/reject any bid(s) and to cancel the bidding process at any time and reject all e-bids, at any time prior to placement of order, without thereby incurring any liability.*
66. *Mere participation in the tender does not assure any acceptance or, award of work.*
67. *MMTC shall not in any manner whatsoever be responsible for any sufferings or mis- happening or compensation to the workers/officials of the service provider/successful bidder for holding of this event and service provider/successful bidder shall be personally and exclusively responsible for the same.*
68. *All previous correspondence entered into by the company before entering into this tender shall be null and void and the terms of this empanelment / tender supersedes the previous advice/acceptance in this regard.*
69. *Any clarification on the documents may be obtained from:-*

ANNEXURE-A

E-TECHNICAL BID SUBMISSION FORM Letter of Bid
(To be printed on Bidder's letterhead& scanned uploaded)

Dated

To
The Addl General Manager,

MMTC Limited,
Ahmedabad

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 90 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.

(To be printed on Bidder's letterhead)
TENDER FORM FOR PROVIDING SECURITY SERVICES

Annexure-1

E-TECHNO-COMMERCIALBID

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

1	<u>Details of Bidder</u>		
	Name of Agency		
	Registered Address		
	Registration No. of the Firm/Agency.		
	Contact Person's		
	i. Name & Design.		
	ii. Address		
	iii Tel No.	Landline	
Mobile			
iv. Email ID			
2	PAN No. (Please upload photocopy)		
	Has the copy of PAN been uploaded?		
3	GST/Service Tax No. (Please upload photocopy)		
	Has the copy of GST / Service Tax been uploaded?		
4	Is Bidder is sole proprietor/ Partnership/Company		

	Name ,Address and Telephone , email id of Directors/partners should specified.	
5	Provident Fund Account No.	
6	ESI Number	
7	License number under Contract Labour (R&A) Act.1970.	
8	Documentary proof of having License under Private Security Agencies(Regulation) Act.2005	
9	EMD details /UTR REF No Please upload copy of BANK Transaction /UTR Number	Amount: Rs.50,000/- Copy of Bank Transaction
10	Non-refundable tender participation fee /UTR REF No	Amount: Rs.1,000/- Copy of Bank Transaction
11	Any other information:	
12		

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 Authorized Signatory/bidder)

Name:

Designation:

Seal:



MMTC SRO AHMEDABAD

2 Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014

SCOPE OF WORK OF THE CONTRACTOR

Details of Manpower Required

i) Security Guards (Semi-skilled category)	=	3
ii) Driver(Skilled category)	=	1
iii) House keeping -cum office Boy - (UNSkilled category)	=	1
TOTAL PERSONNEL	=	5

Note:-

The number of manpower required shown above is indicative and the actual quantity may vary. *MMTC May or may not avail services of (any above personnel/ either one/either alll personnel at) any point of time during currency period of contract. MMTC may also increase or decrease the quantum of any above personel categories as per its requirement and inform Security agencies in advanced of its upcoming requirement at least 1 week in advance.*

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.

PRFORMA FOR E-FINANCIAL BID (on letter head)

S.No.	Details of Claim	Housekeepi ng-cum- office boy	Driver	Security Guards
1.	Minimum Basic wage worker per month as per the Minimum Wages Act, Gujarat			
2	ESI Contribution @ 4.75% per month (Employer's)			
3	EPF Contribution @ 13.61% per month (Employer's)			
4	Relieving Charges 1/6 th of Gross wages			
5.	Any other charges with details			
6.	Grand Total			

(in words) Rupees _____
_____ only)

Contractor's Service Charges in percentage over & above SI.No.6 (Grand Total).The service charges should not be less : or equal to the TDS prevalent at present.

Note. :

1. The rates quoted above are as per rates fixed by the Government of Gujarat in force and is subject to revision from time to time by the Government.
2. The contractor's service charges should not be less or equal to the TDS prevalent at present.

(Signature of Bidder with Seal & Address)