



2nd Floor, Block-C, Gaurav Tower - II, Malviya Nagar, JLN Marg Jaipur,  
PIN-302017, Rajasthan. Ph. 0141-2554809.

Ref.No. MMTC/JPR/ADMIN/SECURITY/2019-20/I

Date: 02.01.2020

MMTC LIMITED REGIONAL OFFICE JAIPUR INVITES TENDER FOR "PROVIDING GUNMEN SECURITY AND OFFICE BOY SERVICES AT JAIPUR OFFICES".

<b>Tender no. &amp; date</b>	MMTC/JPR/ADMIN/SECURITY/2019-20/I Date: 02.01.2020
<b>Earnest Money</b>	Rs. 50,000/- (Rs. Fifty Thousand only) in favour of "MMTC Limited" payable at Jaipur.
<b>Last Date and Time of submission of bid</b>	13.01.2020 (Monday) by 11:00 Hrs.
<b>Submission of Bid in physical form</b>	Sealed Technical bid and Commercial bid to be submitted in physical form in MMTC office at Jaipur.
<b>Opening of bid, technical and commercial both</b>	13.01.2020 (Monday) by 11:30 Hrs.
<b>Contact Person for Further Communication</b>	<b>Mr. Narendra Kumar</b> Sr. Manager (P&A), MMTC Limited, 2nd Floor, Block-C, Gaurav Tower - II, Malviya Nagar, JLN Marg Jaipur, PIN-302017, Rajasthan. Mob. 9650037317, Ph. 0141-2554809 e-mail: <a href="mailto:nkumar@mmtclimited.com">nkumar@mmtclimited.com</a>

## **1.0 BACKGROUND**

Established in 1963, MMTC is a leading international trading company of India with a turnover of around Rs. 12,500 crore.

MMTC is the first Public Sector Enterprise to be accorded the status of "FIVE STAR EXPORT HOUSE" by Government of India for long standing contribution to exports.

MMTC continues as the canalized agency for export of Iron ore, Manganese ore & Chrome ore. MMTC is also one of the three canalizing agencies for import of urea. Presently, MMTC is one of the nominated agencies for import of gold and silver.

Its vast international trade network, which includes a wholly owned subsidiary in Singapore covers almost all countries in Asia, Europe, Africa, America etc. giving MMTC global market coverage.



## 2.0 ELIGIBILITY CRITERIA

S.No.	Eligibility criteria	Documentary proof to be submitted
1	<i>The Bidder should be a company/proprietorship firm registered in India under the Companies Act having operations in India. The Bidder should be also having an office in Jaipur during at least last five financial years as of 31st March 2019.</i>	Certificate of Incorporation to be submitted / Article of association & Memorandum of association/ Copy of registration etc.
2	<i>The Bidder company/proprietorship firm must have a GST Registration Number and PAN Number.</i>	Copy of PAN, GST registration Number (GSTIN) with State code to be submitted. Reference of office in Jaipur must be available in GST registration.
3	<i>The Bidder should have average minimum turnover of Rs. 1.5 Crore in last three financial years (2016-17, 2017-18 &amp; 2018-19) in the field of Gunmen Security Services and services must be in the field of providing GUNMEN to Precious Metals and Currency handling CPSEs/BANKS.</i>	An original certificate on the turnover from these activities from auditor of the company to be submitted.
4	<i>The Bidder should be financially sound i.e. it must have made profits in each of last three financial years ( 2016-17, 2017-18 &amp; 2018-19).</i>	Copy of Audited financial statements / CA Certificate.
5	<i>The bidder should have successfully and mandatorily executed minimum three work orders of GUNMEN SECURITY SERVICES AND OFFICE BOY SERVICES for value of Rupees five lakhs or more for Central Govt. CPSEs/Banks during last five respective financial years i.e. FY 2016-17, 2017-18 and 2018-19 in the field of Gunmen Security Services and services must be in the area of Security of Precious Metals and Currency handling with CPSEs/Banks. (There is no exemption to this clause as the security of precious metals is highly sensitive work for MMTC)</i>	Work Order and completion certificates to be attached from CPSEs/Banks.
7	<i>The Bidder should have its own registered / administrative office(s) at Jaipur for GUNMEN SECURITY SERVICES AND OFFICE BOY SERVICES to look after operations.</i>	Proof to be submitted for address for operations administration at Jaipur.
8	<i>The firm should have registered in EPFO &amp; ESI Departments of Central/ State Govt.</i>	Proof to be submitted.
9	<i>Copy of License to engage in the business of private Security Agency issued by statutory auditor.</i>	Copy of certificate to be submitted.
10	<i>Acceptance of Annexure-I, Financial Bid</i>	The bidders must submit Annexure-I i.e. Financial bid with seal and sign.
11	<i>Annexure-II-V</i>	The bidders must submit Annexure on company letterhead with sign and seal.



- Supporting document(s) to be enclosed for above or else bids will be liable to be rejected

### 3.0 SCOPE OF WORK

1. 24 Hrs gunmen security at MMTC Office, Gaurav Tower, Malviya Nagar, Jaipur.
2. 24 Hrs Gunmen security at MMTC Office, CFC Building, SEZ-I, Sitapura Industrial Area, Jaipur.
3. 24 Hrs Gunmen security at MMTC Office, CFC Building, SEZ-II, Sitapura Industrial Area, Jaipur.
4. Office Boy at MMTC Office, Gaurav Tower, Malviya Nagar, Jaipur (8 Hrs Shift).
5. Deployment of gunmen security and office boy on need basis as and when required.
6. The above deployment is only present requirement which may increase or decrease in future based on the need of the office.

### 4.0 Contract Period

The GUNMEN SECURITY SERVICES AND OFFICE BOY SERVICES Contract period will be from 01-02-2020 to 31-01-2023.

This contract may be renewed every year for further period of five year i.e. up to 31.01.2025 with same terms and conditions, provided MMTC is satisfied with the services of the Service Provider or on the terms & conditions mutually agreed by MMTC and Service Provider.

### 5.0 Terms of Payment

- a. No advance payment in any case would be made.
- b. Payment will be made on monthly basis i.e. at the end of each month through e-payment mode only. For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode.
- c. The payment would be made against the GST invoice (in triplicate).
- d. The payment would be made after deducting necessary taxes applicable, deductions/penalty if any.
- e. Proof of deposit of PF with EPFO/FSIC in respect of gunmen and office boy deployed in MMTC for the relevant period shall be submitted to MMTC along with GST invoice every month.
- f. Details of salary of gunmen security and office boys (pay slip) shall be submitted to MMTC to ensure compliance of minimum wages act. of Government of India.

### 6.0 Commercial Bid :

**Price bid** to be submitted only as per Annexure- "I" at MMTC.

- (a) The Prices quoted in the Commercial Bid should be exclusive of GST, other taxes and duties if any etc. payable to any party or Government.
- (b) The Bidder will bear all other expenses including Boarding, Lodging, uniform & conveyance etc. of their employees.

- 7.0 Bidders are advised to submit their bid strictly based on the terms and conditions and specifications contained in this tender. MMTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for this action.



## **8.0 Earnest Money Deposit**

- i. The EMD shall be in the form of a bank demand draft favouring "MMTC Limited" drawn on any Nationalized Bank or first class International bank payable at Jaipur.
- ii. EMD will be refunded to unsuccessful Bidders within 10 days after finalization of the tender. The EMD of successful bidder will be kept with MMTC till the contract period.
- iii. No interest shall be payable by MMTC on EMD to any bidder.
- iv. The Bidder under MSME category as per Govt. Of India Guidelines is exempted from submission of EMD. The Bidder must submit a valid certificate from the authorized issuing authorities.

## **9.0 Opening of bids:**

The Technical bid will be opened in the presence of the authorized representative of the bidder on 13.01.2020 (Monday) at 11:30hrs, the person intend to attend the opening should bring authorization letter from the participating firm/ company.

## **10.0 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

## **11.0 Clarification from bidders:**

To assist in the examination, evaluation and comparisons of bids, MMTC may, at its discretion, ask the bidder for the clarification of its bids. The request of clarification and the response shall be in writing.

## **12.0 Amendments of Bid Documents:**

MMTC reserves the right to make revisions or amendments to this tender prior to the closing date of this tender. Such revisions or amendments shall be announced by hosting corrigendum on MMTC and CPPP portal. In such case, the corrigendum may include an announcement of the new closing date for the submission of bids. The bids submitted by the Bidder shall take into account all such amendments/revisions. The amendments shall be notified on [www.mmtclimited.com](http://www.mmtclimited.com), & [www.eprocure.gov.in](http://www.eprocure.gov.in). These amendments will be binding on Bidders.

## **13.0 Period of validity of bids:**

The bidders shall hold valid their bids for 90 days from the date of bid opening. In exceptional circumstances, prior to the expiry of the original bid validity period, MMTC may request the bidders for a specified extension of the period validity of bid.

## **14.0 Submission of bids:**

The bid in sealed envelope shall be submitted at following address:

Mr. Narendra Kumar,  
Senior Manager (P&A), MMTC Limited,  
2nd Floor, Block-C, Gaurav Tower - II, Malviya Nagar, JLN Marg Jaipur,  
PIN-302017, Rajasthan. Ph. 0141-2554809, Mob. 9650037317.

- 15.0 MMTC reserves the right to accept or reject any bid or all bids and to annul the bidding process, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for the MMTC's action.



#### **16.0 Signing of Contract:**

The issue of Work Order on non-judicial stamp paper of Rs.100/- shall constitute the award of contract on the successful bidder. The stamp paper to be purchased by successful bidder.

#### **17.0 Termination for Default:**

MMTC, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this Contract in whole or in part.

- i.If the Service Provider fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser;
- ii.If the Service Provider fails to perform any other obligation(s) under the Contract; and
- iii.If the Service Provider, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- iv. If gunmen or office boy does not report for duty, vendor should provide alternative gunmen or office boy of the same capacity. If vendor fails to provide alternate gunmen or office boy beyond 10 days, review of contract may happen which may further lead to termination of contract.

#### **18.0 Performance Guarantee:**

The successful bidder has to submit performance guarantee in form of DD or BG in favour of MMTC Limited, Jaipur which shall be returned on successful completion of the contract without any interest. The performance guarantee value will be five percent of the annual contract value.

#### **19.0 Liability**

The Service Provider shall be liable for any loss or damage to their employee.

#### **20.0 Indemnity:**

The bidder irrevocably undertakes & agrees to indemnify and hold harmless purchaser in full, being unlimited with time against all allegations, claims, actions, suits, demands, damages, losses, settlements, costs and expenses, consequences, liabilities of any kind whatsoever directly/indirectly arising from or relating to or resulting from the said work for infringement of any rights protected by patent registration, design or trademark. In the event of any claim in respect of any alleged breach of patent, registered design or trademark being made against MMTC, it shall notify to the Bidder and Bidder shall at his own expense, either settles any such dispute or conduct any litigation that may arise there from.

#### **21.0 Force majeure:**

- a. If any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of Gods and acts of Government (including but not restricted to prohibitions of exports and imports). Fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any part of the project shall not be deemed to be waiver extension of time in respect of the remaining deliverables.
- b. If operations of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.



- c. The party which is unable to fulfill its obligations under the present contract must within 30 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other Competent Authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.

## **22.0 Dispute resolution:**

At the outset parties shall endeavor to resort to conciliation proceedings to reach an amicable settlement. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

### **i. Arbitration:**

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 and Managing Director(CMD) of MMTC. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be Jaipur. The language of the arbitration shall be English.

### **ii. Exclusive Jurisdiction:**

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Jaipur only.

## **23.0 Merger & Acquisitions:**

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

## **DISCLAIMER:**

The information contained in the tender document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide Bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information Bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.



FINANCIAL BID

S.No.	Service Particulars	*Minimum wages as per Govt. of India order of office of the Chief Labour Commissioner	Service Provider's margin in percentage on basic rate in vogue & as notified by Govt. of India
1	Gunmen/Security Guards with arms	As applicable time to time	.....
2	Security Guards without arms	As applicable time to time	.....
3	Office Boy	As applicable time to time	.....

- All the prices mentioned above are excluding taxes. Taxes will be applicable on actual basis.
- Actual minimum basic wages, PF and ESI will be applicable as per latest guideline of Government of India. Service Provider commission will be applicable on basic wages only.
- **L1 will be decided on the Service Provider Commission Charges only.**

**Signature**  
**(Seal of the Agency)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

To,  
Senior Manager (P&A),  
MMTC LIMITED,  
2nd Floor, Block-C, Gaurav Tower - II,  
Malviya Nagar, JLN Marg Jaipur, PIN-302017, Rajasthan.

Dear Sir,

This has reference to TENDER No. \_\_\_\_\_ Dated \_\_\_\_\_ for "PROVIDING SECURITY AND OFFICE BOY SERVICES" We are interested in submitting our BID for the same.

We would like to clearly state that we qualify for this work as our company meets all the eligibility criteria indicated by you. The details are enclosed.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both our bid may be rejected without any reference to us. We further clearly understand that MMTC is not obliged to inform us of the reasons of rejection of our bid.

Our Company/Firm is agreeable to the terms and conditions of the tender. A copy of the same duly signed by us is attached.

Signature:  
Name:  
Designation:  
Company/Firm:

Date:

Place:



**Declaration on not being blacklisted**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To,

Senior Manager (P&A),

MMTC LIMITED,

2nd Floor, Block-C, Gaurav Tower - II,

Malviya Nagar, JLN Marg Jaipur, PIN-302017, Rajasthan.

Dear Sir,

We confirm that our company is not blacklisted as on the date of bid submission for any fraudulent actions by MMTC or by any Central/State Government organization/ PSU.

It is hereby further confirmed that we are duly empowered and entitled to act on behalf of our company/ corporation/ firm/ organization including to sign this document as well as such other documents, which may be required in this connection.

On behalf of  
Authorized Signature

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp



**Bidder Details**

Tender No.	
<b>COMPANY DETAILS</b>	
COMPANY NAME	
GST REGISTRATION NO.	
PAN / TAN NO.	
REGISTERED ADDRESS	
NAME OF PARTNERS	
Bidder TYPE	
CITY	
POSTAL CODE	
ESTABLISHMENT YEAR	
NATURE OF BUSINESS	
LEGAL STATUS	
COMPANY CATEGORY	
<b>CONTACT DETAILS</b>	
CONTACT NAME	
DATE OF BIRTH DD/MM/YY	
CORRESPONDENCE EMAIL	
DESIGNATION	
PHONE	
MOBILE	

Place:

Date:

SIGNATURE OF THE APPLICANT  
NAME & DESIGNATION WITH SEAL OF ORGANISATION



(To be executed on a non-judicial stamp paper of Rs.100/- duly notarized by notary public)

**AFFIDAVIT FOR ANTI-PROFOTEEERING DECLARATION**

**TO WHOMSOEVER IT MAY CONCERN**

I, Name \_\_\_\_\_, designation \_\_\_\_\_ of  
M/s \_\_\_\_\_ (name of the Organization) solemnly affirm &  
state the following:-

That I/ we \_\_\_\_\_ (name of the Organization), have passed the  
benefit of input tax credit available on the \_\_\_\_\_ (good/ services) having  
HSN code \_\_\_\_\_ supplied to the MMTC Limited after introduction of Goods and  
Services Tax w.e.f. 1<sup>st</sup> July, 2017.

That it is further confirmed that in case any further benefit is received by me/us in future by way of  
availment of input tax credits which were not allowed to be availed before 1<sup>st</sup> July 2017 or reduction in  
tax rates or in any other manner which results in reduction of cost of the \_\_\_\_\_  
(goods/services) supplied to the MMTC Limited, then I/we will pass that benefit to the MMTC Limited  
also.

That we hereby undertake to indemnify MMTC from any tax loss, interest, penalty etc., levied by the  
authorities due to my/our delayed return/fault return/delay in deposit of Tax or any other reason  
attributable to me/us. That I \_\_\_\_\_ (Name and  
designation) am the authorized person to submit the affidavit on behalf of M/s \_\_\_\_\_ (Name of the  
organization).

Deponent.

I solemnly state that the contents of this affidavit are true to the best of my knowledge and belief and  
that it conceals nothing and that no part of it is false.

Deponent

Name & Designation of the Authorized Signatory

Name of the Organization & Seal”