

**MMTC LIMITED, Regional office, MMTC Bhawan, Port Area, Visakhapatnam  
530035**

NIT No. MMTC/VIZAG/ADMN/Security/2017-18

Date: 8 August 2017

**NOTICE INVITING TENDER FOR SECURITY SERVICES**

MMTC Limited (A Govt. of India Enterprise), Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035, India; hereinafter called as “**MMTC**”; invites sealed bids in two bids system from reputed & registered ex-servicemen organizations/agencies, who have experience in providing Round-the-Clock Security Services, for its Warehouse premises at MMTC Warehouse, New Port Area, Kakinada.

The Bidder(s)/Security Agency(ies) are required to submit the bids in two separate sealed envelopes i.e. one for Technical Bid (**Annexure A**) duly signed and stamped on each page and documents enclosed and the other envelope for Price Bid (**Annexure B**). Both the above two envelopes containing Technical Bid and Price Bid shall be put in another envelope super scribing % Tender No. MMTC/VIZAG/ADMN /SECURITY/2017-18 dtd 8<sup>th</sup> August 2017+ and put it in the Tender Box placed at the office on or before 1500 Hrs IST 23rd August 2017. Bids received after due date and time will not be accepted.

MMTC reserves the right to reject any or all offers received and may cancel the tender at its discretion without assigning any reason thereof.

Bidder(s)/Security Agency (ies) must fulfil the following requirements:-

The rates quoted by the Bidder(s)/Security Agency (ies) in the bids should remain valid for 30 (Thirty) days from the date of opening of the tender. There should not be any indication /mention of rates in the technical bid and if the same is found, the same will be summarily rejected. Hence, the rates quoted must be mentioned in the Price bid only.

The Bidder(s)/Security Agency (ies) should quote the latest rates as per the Minimum Wages Act of 1948, revised from time to time and as per the Gazette of Andhra Pradesh. The rate of wages and allowances should be in full conformity with the latest rates notified by the AP State Government for the services of security and other relevant statutory authorities i.e. State/Central. Any bid which is not in such conformity will be summarily rejected.

Bids submitted in the prescribe pro-forma (Annexure B) should be competitive/reasonable. MMTC will not pay any amount other than the amount stipulated except when statutory payments are revised by the government. In such case, proof of relevant notification will be submitted by the Security Agency for sanctioning of revised claim.

Quote for Service Charge should be fairly reasonable and feasible taking into consideration of TDS deducted, as applicable, and should not be less or equal to the TDS or otherwise the bid may be liable for rejection.

Besides any amount to be quoted at L1 level should not be unreasonable. If found unreasonable, the bid will be rejected without assigning any reason thereof

The Bidder(s)/Security Agency (ies) shall ensure that payment of wages to the Security Guards is made by the 7th day of every following month and wage slips are issued to every Security Guard. The Bidder/Security Agency shall make payment to the Guards by depositing the payment towards the wages in their bank accounts and submit the copy of bank statement to the office along with the bill for verification.

The successful Bidder/Security Agency shall execute an agreement with MMTC LTD on the basis of agreed terms & conditions between the parties hereto.

It shall be the responsibility of the persons submitting the bids to carefully read the tender documents and to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC, whose details are as follows:-

S No	Name	Designation	Contact No.	Mobile No.
1	MARRI PRASAD	AGM	0891-2562866	9666411473
2	JK RAO	CH MGR	0891-2562108	9866559936

E-mail: [mprasad@mmtclimited.com](mailto:mprasad@mmtclimited.com) , [jkrao@mmtclimited.com](mailto:jkrao@mmtclimited.com)

The Technical bid will be opened on 23<sup>rd</sup> August 2017 at 15:30 Hrs. If the tender opening date happens to be a holiday then the next working day will be the date of opening of tender. The Price bids of technically qualified Bidders/Security Agency (ies) will only be opened thereafter. The Authorized Representatives of the Bidders/Security Agency (ies) may witness the process, if desire so.

**A) Bidder(s)/Security Agency(ies) must fulfil the following requirements**

:-

- 1) The Bidder(s)/Security Agency(ies) should be registered with the authority empowered to issue the license to carry out such business such as Regional Labour Commissioner (State or Central) with license valid up to the next one year (Attested copy of licence to be enclosed)
- 2) The Bidder(s)/Security Agency(ies) should produce the latest Certificate issued by I ) the DG Resettlement (DGR) along with Registration No.,(or) ii) Valid license/certificate from the AP State Government under Private Security Agencies (Regulation) Act 2005 (PSARA-2005) (Attested copy to be enclosed).
- 3) Duly attested copies of the latest along with the last two years of Income Tax Returns with PAN No., EPF, ESI and GST registration must be enclosed along with the bid.
- 4) The Bidder(s)/Security Agency (ies) should be in the field of providing security services to Central/State Govt. Depts. /Organizations or Public Sector Undertakings (PSUs) for a minimum period of Three years ending with the financial year 2016-2017. Experience certificate(s) from at least two departments to be enclosed
- 5) Bidder(s)/Security Agency (ies) should have an establishment at Kakinada to carry out the said operations. Proof such as office registration certificate and the rental/lease agreement/house tax receipt etc. shall be enclosed.
- 6) Bidder(s)/Security Agency (ies) shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanour with MMTC or any other PSU/reputed organization in the past, such Bid shall not be entertained.
- 7) The Bidder(s)/Security Agency(ies) submitting the bid would be deemed to have inspected the warehouse premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 8) The bids should be accompanied by an Earnest Money Deposit (EMD) of Rs.100,000/-(Rupees one lakh only) in the form of a crossed Demand Draft/Pay Order/RTGS favouring "MMTC LIMITED" drawn on any Scheduled Bank (other than co-operative bank) payable at Visakhapatnam. The bids without EMD will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful Bidder(s)/Security Agency (ies) within two weeks. The EMD of the successful Bidder/Security Agency will be converted into security

deposit and will be refunded within one month on expiry of the contract. The details for RTGS payments are as follows:-

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA,OVERSEAS BRANCH,VISAKHAPATNAM	10308090583	SBIN0008974

9) The units registered under Single Point Registration Scheme of NSIC are exempted from payment of EMD under public procurement policy for micro & small enterprises order 2012 vide Gazette Notification dtd 26.3.2012 which has become mandatory wef 01/04/2015

10) Bidder(s)/Security Agency(ies) should be financially sound and furnish its bank account statements for the latest three (3) months in addition to a certificate from the bank certifying the sound financial status of the Bidder(s)/Security Agency(ies). Audited balance sheets and Profit & Loss statements for the last three (3) years to be submitted along with bid

11) Bidder(s)/Security Agency (ies) shall affix their stamp and signature on all the papers submitted, without fail.

12) The Bidder(s)/Security Agency(ies) should provide 3(three) numbers of unarmed security guards round the clock with 8 Hours duty at MMTC WAREHOUSE, NEW PORT AREA, KAKINADA

- **TERMS AND CONDITIONS:**

1) Bidder/Security Agency shall arrange for surprise inspection of the premises regularly to ensure that the security Guards deployed are alert at all time.

2) Bills shall be submitted by the agency before 5<sup>th</sup> of succeeding calendar month. MMTC will make the payment towards the bills submitted on monthly basis subject to satisfactory performance of the duties assigned. Payment to be made is subject to deduction of tax at source as per rules.

3) Bidder/ Security Agency shall engage its own security Guards for providing security/ watch and ward services to MMTC. The Security Agency shall suitably instruct the security Guards and ensure that persons posted on duty don't divulge or make known any information on trust, accounts, office matters, transactions or business affairs handled by MMTC to any person/persons/organizations which may be detrimental to or jeopardize the interest of MMTC & they don't involve

themselves in any activities which are likely to affect the interests of MMTC office and shall maintain high order of trust and confidence at all times.

4) Bidder/Security Agency should verify the antecedents of Security Guards before deployment to MMTC and ensure that the same Guard should not be deployed at the same location for more than three months continuously.

5) It is specially agreed between parties hereto that there will be no relationship of master and servant between MMTC and Security Agency or between MMTC and the security Guards engaged by the Security Agency. The security Guards engaged by the Security Agency will have no right or claim of whatsoever nature against MMTC.

6) The Bidder/Security Agency shall provide all necessary amenities/liveries to the security Guards such as uniform, shoes, stockings, raincoats, whistles, lathis, torch lights, winter clothing etc. and the guard will use them while on duty. The security Guards on duty shall wear proper uniform as provided by the Security Agency

7) The Bidder/Security Agency shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, PF Act, ESI Act, Bonus Act, Shops and Establishment Act, etc. as applicable and amended from time to time. The Bidder/Security Agency shall be responsible for depositing shares of Security Guards & Principal Employer payable towards EPF/ESI, as the case may be with the concerned department/authorities at its own level and maintenance of such record as per rules.

8) The Bidder/Security Agency shall be required to submit a copy of Challan/abstract/ ECR (Electronic Challan Receipt) statement of the amount deposited on account of the statutory contributions along with the bill for reimbursement, failing which the payment of service charges of the following month will be with-held. The payment will be released to the Bidder/Security Agency towards service charges after deduction of income tax or any other Government dues, after the submission of attested copies of Recovery Schedules and other statements in the required formats for all Security Guards, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount for the period concerned before the reimbursement of the wages bill of Guards is claimed. The Bidder/Security Agency shall ensure that the cheques issued should not be dishonored under any circumstances. They will also arrange to open such EPF/ESI accounts of all the Security Guards deployed by them.

9) Any breach of the compliance of such formalities on more than two occasions during the tenure of the contract shall invite action for imposition of penalty, apart from the cancellation of the contract without any notice. The responsibility for issuance of Annual Statements of EPF deposits and ESI cards to its Security Guards solely lies with the Bidder/Security Agency.

10) SECURITY DEPOSIT: The successful Bidder/Security Agency will be required to submit a Bank Guarantee or by way of FDR pledged in favour of MMTC Limited, for an amount equivalent to two months contract value as Security Deposit, which will be interest-free and valid for a period of 18 months. If contract extends for further One Year period, the validity of Bank Guarantee/FDR will be extended for another 18 months. Bank Guarantee/FDR will be returned after successful completion of the contract, with due adjustment of any dues. The security deposit will be forfeited in case of breach of contract.

11) The successful Bidder/Security Agency should submit a solvency certificate from any of the nationalised bank for Rs 20 lacs to MMTC Ltd.

12) The Security Agency shall maintain records as required under various statutes such as Payment of Wages Act, Central/State Labour Acts, Workmen Compensation Act, ESI Act., EPF Act and other similar acts in force for the period of operation of the services of the Security Agency with MMTC. The Security Agency shall obtain necessary permissions, license and make necessary deposits as may be required from time to time in this regard at its own cost to the statutory authorities. The Security Agency shall also forward every month copies of challans along with a statement of proof of deposit of EPF and ESI contributions in respect of all the security Guards engaged by the Security Agency with MMTC.

13) The security guards provided by the Security Agency shall be physically fit , have minimum educational qualifications, shall be conversant with the minimum of Telugu, Hindi and English and should be trained in the industrial security, fire . fighting, first-aid etc. and should have knowledge of such qualifications as are required for security Guards.

14) The Security Agency shall remove and replace any of the security Guards on whom MMTC loses confidence and/or considers not suitable for any reason whatsoever and the organization need not disclose the reason for such contingency.

15) MMTC reserves the right to award the contract to any other Security Agency or any person or persons or to their Security Guards directly at its discretion in addition to or as replacement to the services of the Security Agency by giving one month notice without paying any compensation to the Security Agency.

16) The security guards provided by the Security Agency shall perform their duties punctually with due diligence and perform all such duties as are required by them. They shall also comply with the instruction given to them by the concerned officers from MMTC from time to time.

17) The Security Agency shall be fully responsible for any liability arising under the Workmen Compensation Act/ESI Act or for any accident or injury caused to the security Guards provided by the Security Agency and MMTC shall not be responsible for the same. The Security Agency shall also be responsible for any liability arising under PF act or Contract Labour (Regulation & Abolition) Act 1970 as amended from time to time or any other acts applicable in respect of the Security Guards provided to MMTC by them. In the event of MMTC is made liable or is made to pay any amount or any such claim or demand made for any reason, MMTC shall be entitled to adjust the same from the bills payable to the Security Agency or from any such dues payable by MMTC to the Security Agency or otherwise, the Security Agency shall reimburse such amount together with all legal expenses with 18% interest to MMTC. The Security Agency shall fully indemnify & keep Indemnified MMTC Ltd from the claims of the aforesaid nature.

18) In the event of the Security Agency committing a default or breach of any of the provisions of the Labour Laws, including the provisions of the Contract Labour Regulation & Abolition Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to MMTC LTD a sum as may be claimed by MMTC.

19) MMTC will not be responsible for any legal dispute between Security Agency and Security Guards deployed by them.

20) MMTC has no obligation/liability to pay any additional amount or compensation for engaging further security guard(s) or any other employee by the Security Agency. Salary and any other liability including EPF and ESIC and all other expenditure connected there to shall be borne by the Security Agency and be paid by them.

21) It is the responsibility of the Security Agency to ensure alternate arrangement in case any Security Guard does not turn up on time or fall sick. If the Security Agency fails to provide Security Guards in any shift for any reason or if the same person continues for the next shift the Security Agency shall be liable to pay a penalty of Rs.500/- per security Guards per shift to MMTC Limited.

22) In the event of breach of any of the terms or conditions of this Agreement by Security Agency, MMTC shall be at liberty to terminate the agreement forthwith without any notice/compensation to the Security Agency.

23) Security Agency shall withdraw security guards engaged under the contract on expiry/ termination of the contract.

24) The age of the security Guards shall be below 55 years.

25) The period of contract shall be initially for a period of one year from 1<sup>st</sup> Sept 2017 or from the date of signing agreement, whichever is later. MMTC reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for such period to be agreed between the parties.

26) Falsification/suppression of information shall lead to disqualification of the Bidder(s) /Security Agency (ies) and cancellation of contract even after award of work during the currency of the same.

**27) THE DUTIES OF SECURITY GUARDS IN GENERAL ARE:-**

- 1) Regular checking, recording of incoming and outgoing persons including visitor etc. in the register maintained.
- 2) Taking care of property, building, plants, technical equipments, vehicles, and other adjoining and annexes, existing within the warehouse premises
- 3) Restricting the entry of unauthorized persons to the warehouse premises
- 4) Keeping vigil on such information which is vital from the point of security of the warehouse premises and reporting the same to management in time.
- 5) Performing any other duty that may be assigned from time to time by the management
- 6) Receipt of postal /courier dak at the warehouse premises and the same is to be handed over to the earmarked official on the immediate next working day.
- 7) Keeping a record of vehicles of customers and inform MMTC authorities of any doubtful circumstances in this regard.
- 8) Ensuring that no official equipment / machinery/furniture/air conditioner etc. are not taken out of the building premises without proper official authorization
- 9) Security guards posted at warehouses should be alert at all times and guard the ware house premises and the cargo/materials existing therein in a meticulous manner and report to the management of any incidence such as theft, damage and convey any relevant/important information to the assigned official of MMTC.

- 10) Security guards posted at warehouses should record in and out movement of trucks in the register maintained at warehouse without fail.
- 11) The guards deployed should be vigilant to guard the entire warehouse premises with its paraphernalia and ensure total night security to prevent intrusion of unwanted elements and entry of unauthorized persons into the warehouse. They should take all precautions, preventive measures in this direction for ensuring utmost care and total safety and security of the premises and the building and its annexes.
- 12) In case of any theft, pilferage, damage suffered by MMTC during the tenure of the agreement, the Security Agency shall be liable to reimburse in full to a minimum of 100% charges, if it is proved that the theft/loss is the result of negligence of the security Guards after thorough investigation conducted jointly by MMTC and the Security Agency. Otherwise, Security Agency shall arrange to lodge such claim(s) with proper authorities.

## **28) Fraud Prevention:**

- 1) Commitments of Bidder(s)/Security Agency (ies): The Bidder(s)/Security Agency(ies) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in %Fraud Prevention Policy+ of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
  - (a) The Bidder(s)/Security Agency (ies) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of Security Guards any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Security Agency (ies) shall not enter into with other Bidder(s)/Security Agency (ies) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, rates, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Security Agency (ies) shall not commit or allow any Security Guards to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Security Agency (ies) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Security Agency (ies) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
  - (e) The Bidder(s)/Security Agency(ies) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 2) Disqualification from tender process and exclusion from future contracts : If the Bidder(s)/Security Agency(ies), before award or during execution has committed a transgression through a violation of Clause 29, above or %Fraud Prevention Policy+of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Security Agency(ies) from undertaking any transaction with MMTC and/or declare the Bidder(s) /Security Agency(ies) ineligible to be awarded a contract either indefinitely or for a stated period of time.
  - 3) Damages: If MMTC has disqualified the Bidder /Security Agency from the tender process prior to the award or during execution according to Clause 29 (2) hereto, MMTC shall be entitled to demand and recover from the Bidder/Security Agency liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **29) 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 dealings or take any curative measures with the agency(s) in accordance with the Policy in force.

**30) 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 tender/ contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

**31) TERMINATION:** Notwithstanding anything contained hereinabove, MMTC has the right to terminate the agreement with the Security Agency by giving one month's notice at the address appearing hereinabove.

**32) DISPUTE RESOLUTION:** The Clarifications/Disputes, if any arising out of or relating to any point(s) or clause(s) of this agreement including interpretation of terms of the agreement shall be resolved through joint discussion of the authorized representative(s) of both the parties. However, the decision(s) of the General Manager, MMTC Limited, Visakhapatnam would be final and binding on both the parties.

**33) JURISDICTION:** All matters connected with the tender/contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam.

**AUTHORIZED SIGNATORY**

## ANNEXURE A

### Bidder/Security Agency's profile

Sr No.	Particulars	Details
1	Name of the Company	
2	Address for correspondence (proof to be enclosed)	
3	Name of the Contact Person, Signing authority	
4	Contact Details: Tel. & Mobile No. : E-mail address : Website:	
5	Current License from RLC	
6	Company/Firm Registration No. (proof to be attached)	
7	PF & ESI Registration Nos.	
8	Copy of PSARA	
9	PAN & GSTIN	
10	EMD details	
11	Work Experience in Govt/Semi. Govt/PSU	
12	Annual Turnover for the last three financial years	
13	Bank details	
14	Solvency Certificate from Bank	
15	Three Years Balance Sheets and IT Returns	
16	Self certification that the Security Agency has never been blacklisted by any Govt. Organization	
17	Any other document	

Note: Self attested supporting documents are to be attached

Full Name and signature of the Authorized Signatory:  
(With seal of the Company)

Designation:

Agency Name:

Date:

Place:

**ANNEXURE B****PRICE BID**

Ref: Tender for providing Round-the-Clock Security Services for the warehouse premises at MMTc Warehouse, New Port Area, Kakinada

Tender Notification No MMTc/VIZAG/ADMN/Security/2017-18

8 August 2017

Rate per Guard/ month (Rate to be quoted as per the Minimum Wages act of 1948 as per the Gazette of Andhra Pradesh State)

A) For Un Armed Guards-3 Nos

S No	Particulars	Rate (Percentage)	Charges per Guard/Month
1	Minimum Wages per Un Armed Guard (Basic+VDA) as per act		
2	EPF Contribution		
3	ESI Contribution		
4	Gross Wages(1+2+3)		
5	Relieving Charges(1/6 of Gross Wage)		
6	Bidder/Security Agency's Administrative/Service Charges in Percentage(Person/month)		
7	Total of 4+5+6		
8	CGST		
9	SGST		
10	Total Charges per Guard(7+8+9)		
11	Total Charges for 3 Guards		

Signature of the Bidder/Security Agency with Stamp