

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**



**Madhya Pradesh State Tourism Development Corporation Limited,
Paryatan Bhawan, Bhadbhada Road, Bhopal 462003**

Tel.: 0755-2774343/44, Fax: 0755-2774289

TENDER FOR PRIVATE SECURITY AGENCIES

TENDER NO.: 1254

DATE: 24/01/2012

MPSTDC invites sealed Tenders in two- bid system from reputed Private Security Agencies for providing Security services at different locations in state of Madhya Pradesh. The complete details and RFP Forms can be obtained either from Office at the above address on payment of Rs. 5,000/- (Non-Refundable) by way of Demand Draft / Pay Order favouring MPSTDC payable at Bhopal or can also be downloaded from the MPSTDC's website www.mptourism.com . However, for RFP downloaded from website the Pay Order / Demand Draft will have to be submitted along with the Technical & financial Offer. Last date for submission of application Form is 09.02.2012.

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Managing Director

***MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL***

TENDER NO.: 1254

DATE: 24/01/2012

Request for Proposal (RFP)

From Private Security Agencies for providing security services at various locations in Madhya Pradesh

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

TENDER NO.: 1254

DATE: 24/01/2012

**Tender for Providing security services at different locations in the state of
Madhya Pradesh**

Sealed tenders are invited under Two-Bid system from reputed agencies, having capacity to provide the required number of uniformed trained manpower for the security services of different units of MP State Tourism Development Corporation Limited for a period of two years on contract basis/outourcing basis.

Last date for submission/receipt of tender(s) is 09.02.2012 at 15.00 Hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on the same day at 15.30 Hrs. in the Office of MP State tourism Development Corporation Limited at Paryatan Bhawan, Bhadbhada, Road, Bhopal. The tenders received after the above said scheduled date and time will not be considered. No tender by Post or Email or FAX will be entertained.

**Managing Director
MP State tourism Development Corporation Limited,
Paryatan Bhawan , Bhadbhada Road, Bhopal**

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

TENDER NO.: 1254

DATE: 24/01/2012

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in MPSTDC and its different locations and monitoring and surveillance of the premises. The Contractor shall provide security services (with or without weapon) at the units for 24 hours for 8 hourly single shift. The number of security services and armed guards required will be approximately 100 in different units in all over Madhya Pradesh.

2. ELIGIBLE BIDDERS:-

- 2.1. All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.5.00 Crores from the security services during the last three financial years i.e. 08-09, 09-10, and 10-11 as per audited books of accounts and having Maximum Annual Single Contract of Rs. 25 lakhs in last 3 years.
- 2.2. The bidder should have the minimum 3 years experience of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Madhya Pradesh or any other State Government or Public Sector Banks or Local Bodies/Municipalities OR Hotel or Hospitality.
- 2.3. The Private Security Agencies should be either registered companies or registered partnership or Proprietary firms for providing security guards` services.
- 2.4. The Private Security Agencies should have licence to operate in Madhya Pradesh in accordance with Private Security Regulation Act- 2005.**The Security Agencies having Duly Acknowledged License Applications filed with concern department for obtaining license under Private Security Regulation Act- 2005 shall also be consider eligible.**
- 2.5. The Private Security Agencies should have Proper infrastructure for training their security services/ armed guards.
- 2.6. The Private Security Agencies should have adequate Supervisory Infrastructure & network.
- 2.7. The Private Security Agencies should have at least one office of in Madhya Pradesh State.
- 2.8. The Private Security Agencies should have Income Tax PAN and the latest clearance certificate.
- 2.9. The Private Security Agencies should have registration under Service Tax Act.
- 2.10. The Private Security Agencies should have valid certificate from ESI Corporation.
- 2.11. The Private Security Agencies should have valid certificate under EPF & Miscellaneous Provisions Act 1952.
- 2.12. The Private Security Agencies should have documents proving compliance of Minimum Wages Act 1948 and other labour laws & rules.
- 2.13. Latest notification for minimum wages for unskilled, semi skilled & skilled security personnel by Labour department of Madhya Pradesh must be considered for quoting financial bids. The financial bids should be quoted for security services with statutory obligations/allowances.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

- 2.14 The Private Security Agencies Should have labour licence for provision of casual /contract labour from the office of the concerned labour department in accordance with the Government orders on the subject.
- 2.15 The Security Agency should have adequate insurance policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
- 2.16 The Bidder shall furnish the details regarding total number of works, completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

NOTE: Photocopies of relevant documents/ certificates must be submitted along with bids as a proof in support of claims made.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- 3.2. The bidder shall submit full details of his ownership and control
- 3.3. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.4. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the MPSTDC subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.5. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender. If a bidder participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO DEPARTMENT:-

The bidder is required to provide securities services to this Department and is advised to visit and acquaint himself with the operational system. The costs of visiting

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

NOTE: Photocopies of relevant documents/ certificates must be submitted along with bids as a proof in support of claims made.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Security Services. The Tender document comprises of the documents as detailed in annexure 1:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing security services (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (f) Method of award of work (Annexure-III)
- (g) Scoring sheet for Technical Evaluation (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)
- (i) Undertaking (Annexure-VI)
- (j) Form of Bank Guarantee for Bid Security (Annexure-VII)
- (k) Form of Agreement (Annexure-VIII)
- (l) Form of Bank Guarantee of Performance Security (Annexure-IX)
- (m) Price Bid for Security Services (Annexure-X)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the MPSTDC.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the MPSTDC not later than 7 working days before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Department shall be carried out in writing.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

7.2.3. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the tender document issued by the MPSTDC , no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.

8. PREPARATION OF BIDS

8.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,00,000/- (Rupees One Lakh only) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Managing Director, MP State Tourism Development Corporation Limited, Bhopal along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.2.4. These shall be addressed to the Managing Director, MPSTDC and submitted in the Office at the address given in the Tender document.

8.3. BID PRICES:-

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at MPSTDC. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

8.3.2. The rates and prices quoted by the Bidder shall be inclusive of Service Tax.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant authority letter shall be attached.

8.5. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract may be valid initially for two years and the Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years.

8.7. BID SECURITY:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,00,000/- (Rupees One Lakh only) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Managing Director, MP State Tourism Development Corporation Limited, Bhopal along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Security in the Department and after signing the contract agreement.

8.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

9.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Pre-qualification Bid and Technical Bid should consist of the documents in the same order as prescribed in annexure 2.

(a) Bid Security (Earnest Money Deposit) for an amount of Rs.1,00,000/- (Rupees One Lakh only) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Managing Director, MP State Tourism Development Corporation Limited, Bhopal ;

(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;

(c) Self attested copy of PAN No. card under Income Tax Act;

(d) Self attested copy of Service Tax Registration Number;

(e) Self attested copy of Valid Registration No. of the Agency/Firm;

(f) Self attested copy of valid Provident Fund Registration Number;

(g) Self attested copy of valid ESI Registration Number;

(h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;

(i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;

(j) Proof of experience supported by documents from the concerned organizations; and

(k) Duly filled and signed Annexures-IV, V and VI.

9.1.3. The sealed cover of Price Bid should contain Annexure-X i.e. Price bid in original duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the MANAGING DIRECTOR MP STATE TOURISM DEVELOPMENT CORPORATION LIMITED and will be put in the Tender Box at the following address.

MANAGING DIRECTOR
MP STATE TOURISM DEVELOPMENT CORPORATION LIMITED
PARYATAN BHAWAN , BHADBHADA ROAD,

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

BHOPAL 462003

9.1.5. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

9.2 Late and Delayed Tenders:-

9.2.1. Bids must be received in the Department at the address specified above not later than the date and time stipulated in the Tender document. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Department and the Bidder will be the same.

9.2.2. Any bid received by the Department after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representatives of the Department will open the Prequalification/ Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-III of the Tender document.

10.1.5. Financial bids of the top 3 (Three) technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. The MPSTDC , is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. The MPSTDC , may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The MPSTDC , may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:-

11.1.1. The MPSTDC, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. The MPSTDC, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

(hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute a agreement in the form specified in Annexure-VIII within a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer" for an amount of Rs.2,00,000(Rupees Two Lakhs only) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank from a commercial bank in an acceptable form (Annexure-IX) in favour of Managing Director, MP State Tourism Development Corporation Limited, Bhopal. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security. In such case the contract shall be awarded to the next bidder and so on.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the MPSTDC and if any change is required on part of the MPSTDC fresh list of staff shall be made available by the agency after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the MPSTDC and to the Labour MPSTDC.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the MPSTDC works, is required to be submitted to the MPSTDC. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time MPSTDC is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the MPSTDC.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the MPSTDC and MPSTDC shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the MPSTDC. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to given an undertaking (on the format), duly countersigned by the concerned official of the MPSTDC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

- effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the MPSTDC.
 9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the MPSTDC and shall not knowingly lend to any person or company any of the effects of the MPSTDC under its control.
 10. The security staff shall not accept any gratitude or reward in any shape.
 11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
 12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
 13. That in the event of any loss occasioned to the MPSTDC, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the MPSTDC, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the MPSTDC will be final and binding on the agency.
 14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the MPSTDC may issue from time to time and which have been mutually agreed upon between the two parties.
 15. The MPSTDC shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the MPSTDC.
 16. The contractor shall be responsible to maintain all property and equipment of the MPSTDC entrusted to it.
 17. The contractor will not be held responsible for the damages/sabotage caused to the property of the MPSTDC due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
 18. The contractor will deploy supervisors as per the need given by the MPSTDC. The supervisor shall be required to work as per the instructions of MPSTDC.
 19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

- Rs.500/- each occasions and habitual offenders in this regard shall be removed from the MPSTDC. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Customers/Guests and should project an image of utmost discipline. The MPSTDC shall have right to have any person moved in case of Staff/Customers/Guests complaints or as decided by representative of the MPSTDC if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
 21. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the MPSTDC from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the MPSTDC for double duty, if any.
 22. The personnel will have to report to the MPSTDC's security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the MPSTDC.
 23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the MPSTDC.
 24. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the MPSTDC and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the MPSTDC.
 25. Any damage or loss caused by contractor's persons to the MPSTDC in whatever from would be recovered from the contractor.
 26. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the MPSTDC and the same shall be deducted from the contractor's bills.
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 26(a) shall be levied.
(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty or Rs.500/-

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the MPSTDC system immediately

a. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, MPSTDC reserves the right to impose the penalty as detailed below:-

- i) 20% of cost of order/agreement per week, upto four weeks delays.
- ii) After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other contractor(s). The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

27. The contractor shall ensure that its personnel shall not at any time, without the consent of the MPSTDC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the MPSTDC and shall not disclose to any information about the affairs of MPSTDC. This clause does not apply to the information, which becomes public knowledge.
28. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
29. The contractor shall deploy his personnel only after obtaining the MPSTDC approval duly submitting curriculum vitae (CV) of these personnel, the MPSTDC shall be informed at least one week in advance and contractor shall be required to obtain the MPSTDC's approval for all such changes along with their CVs.

30. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

32. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

33. "NOTICE TO PROCEED" means the notice issued by the MPSTDC to the contractor communicating the date on which the work/services under the contract are to be commenced.

34. The contract period is Twenty four months from the date of the commencement (as mentioned in Notice to Proceed).

35. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the MPSTDC shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the MPSTDC may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the MPSTDC from the contractor.

37. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the MPSTDC, such money shall be deemed to be payable by the contractor to the MPSTDC within seven days. The MPSTDC shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

38. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

39. The contractor shall indemnify and hold the MPSTDC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.

41. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 55 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

42. The Security staff shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
44. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
46. Security staff engaged by the contractor shall not take part in any staff union and association activities.
47. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
48. The MPSTDC shall not be responsible for providing residential accommodation to any of the employee of the contractor.
50. The MPSTDC shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The MPSTDC does not recognize any employee employer relationship with any of the workers of the contractor.
51. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the MPSTDC from the agency.
52. If any underpayment is discovered, the amount shall be duly paid to the agency by the MPSTDC.
53. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the MPSTDC etc.
54. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
55. The contractor shall disburse the wages to its staff deployed in the MPSTDC every month through ECS or by Cheque in the presence of representative of the MPSTDC.
56. The contractor should have round the clock control room service in Madhya Pradesh along with quick response teams to deal with emergent situations.

OBLIGATION OF THE CONTRACTOR:

57. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

***MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL***

58. Dispute Resolution

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary, Tourism Government of Madhya Pradesh .

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhopal only.

59. JURISDICTION OF COURT

The courts at Bhopal shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

ANNEXURE-1

TENDER NO.: 1254

DATE: 24/01/2012

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Cost of tender :Rs

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

2. Due date for tender

3. Opening time and date of tender

4. Names, address of firm/Agency
and Telephone numbers.

5. Registration No. of the Firm/
Agency.

1. Name, Designation, Address
and Telephone No. of
Authorized person of Firm/
Agency to deal with.

7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified.

8. Copy of PAN card issued by
Income Tax Department and
Copy of previous Financial
Year's Income Tax Return.

9. Provident Fund Account No.

10. ESI Number

11. Licence number under
Contract Labour (R&A) Act.

12. Details of Bid Security deposited:

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

(a) Amount :

(b) FDR No. or DD No. or
Bank Guarantee in favour of

(c) Date of issue:

(d) Name of issuing authority:

13. Any other information:

14. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address
(with seal)

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

TENDER NO.: 1254

**ANNEXURE-II
DATE: 24/01/2012**

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall provide uniformed and trained personnel and will use its best endeavours to provide security of building, equipments, materials and staff working in MPSTDC and its different locations and monitoring and surveillance of the premises. The Contractor shall provide security services (with or without weapon) at the units for 24 hours for 8 hourly single shift. The number of security services and armed guards required will be approximately 100 in different units in all over Madhya Pradesh.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned MPSTDC covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
4. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the MPSTDC and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
5. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
6. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the MPSTDC.
7. Security personnel shall also ensure door keeping duties.
8. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the MPSTDC.
9. Entry of the street-dogs and stray cattles into the premises is to be prevented. It should be at once driven out.

***MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL***

10. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
11. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattles.
12. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
13. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the MPSTDC. Guards/Supervisors should be sensitized for their role in such situations.
14. The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
15. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
16. Any other provisions as advised by the MPSTDC from time to time may be incorporated in the agreement. The same shall also be binding on the contractor.

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

TENDER NO.: 1254

**ANNEXURE-III
DATE: 24/01/2012**

METHOD OF AWARD OF WORK

Scoring of Hundred marks will be based on different parameters i.e. Annual Turnover, Manpower on roll, experience of running sanitation/housekeeping services, volume of work performed in preceding years, trained Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The MPSTDC has fixed fix the marks accordingly as described in scoring sheet at ANNEXURE-IV).

The firm/agency which has secured sixty out of Hundred marks will be considered as technically qualified. The financial bids of top **3 (three)** technically qualified firms/agencies/bidders will be opened for financial evaluation.

The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

TENDER NO.: 1254

ANNEXURE-IV
DATE: 24/01/2012

SCORING SHEET FOR TECHNICAL EVALUATION

Sl. No.	Information to be provided by bidder	Criteria	Marks	Marks obtained by bidder	For office use
1.	Experience	3 years (5 marks) 1 mark extra (maximum upto 10) for each 1 extra year over and above minimum 3 years	10		
2.	Average annual turnover of last 3 years	5 Crores (5 marks) 1 mark extra (maximum upto 10) for each Rs. 1.00 Crore extra turnover over and above minimum 5.00 Crores turnover	10		
3.	Number of Security Guards on roll	Minimum 100 (5 marks)1 mark extra (maximum upto 10) for each 100 extra Security Guards over and above minimum 100 Guards	10		
4.	No of assignment in hands with Government Department	Minimum 1 (5 marks) 1 mark extra (maximum upto 10) for each 1 extra assignment in hand over and above minimum 1 assignment	10		
5.	Type of Organisation	Registered Companies (10 marks) Registered Partnership (7 marks) Proprietorship firm (5 mark)	10		
6.	Maximum Annual Single Contract in last 3 years	Rs. 25.00 Lakhs (5 Marks) 1 mark extra (maximum upto 10) for each Rs. 5.00 Lakhs extra contract over and above minimum 25.00 Lakhs contract	10		
7.	Certification	ISO Certification (10 Marks) Non ISO (5 Marks)	10		
8.	Training Setup	No of trainers part time (1 mark for each trainer) No of trainers full time(2 marks for each trainer)	10		

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

9.	Quality of Trainers	Military(10 marks) Paramilitary (8 marks) police officers (6 marks) civilian (5 marks)	10		
10.	Training Facilities	Ownership (10 marks) Tieup(5 marks)	10		
	Minimum marks required for technical qualification	60 (Sixty) Marks			

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

ANNEXURE-V

TENDER NO.: 1254

DATE: 24/01/2012

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY
SERVICES**

Sl. No.	Documents asked for	Page number at which document is Placed
1.	Bid Security (EMD) of Rs.1,00,000/-(Rupees One Lakh only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of Managing Director, MP State Tourism Development Corporation Limited valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).	
4.	Self-attested copy of the PAN card issued by the Income Tax MPSTDC with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No	
6.	Self attested copy of valid Registration number of the firm/agency	
7.	Self attested copy of valid Provident Fund Registration number	
8.	Self attested copy of valid ESI Registration No	
9.	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the tender document along with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of tender document)	

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

12.	Any other documents, if required	
13.		

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

TENDER NO.: 1254

**ANNEXURE-VI
DATE: 24/01/2012**

**(ON A STAMP PAPER of Rs.100/-)
UNDERTAKING**

To
Managing Director,
MP State tourism Development Corporation Limited
Paryatan Bhawan, Bhadbhada Road,
Bhopal

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 20% security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
5. I/We do hereby undertake that complete security of the MPSTDC shall be ensured by our Security Agency, as well as any other Point considered by our Agency. Our Security Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

TENDER NO.: 1254

ANNEXURE-VII

DATE: 24/01/2012

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.7.1 of the Tender)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto MP State Development Corporation Limited (hereinafter called "the MPSTDC") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Security Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Performance Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the MPSTDC may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the MPSTDC and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the MPSTDC, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the MPSTDC during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the tender.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of Madhya Pradesh or in any other State Governments/Union Government.

WE undertake to pay to the MPSTDC upto the above amount upon receipt of his first written demand, without the MPSTDC having to substantiate his demand provided that in his demand the MPSTDC will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness

Address of Witness

Signature of Authorized Official of the Bank

Name of Official_____

Designation _____

ID No._____

(Stamp/Seal of Bank)

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

TENDER NO.: 1254

ANNEXURE-VIII
DATE: 24/01/2012

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between the MP State tourism Development Corporation Limited, a company registered under the companies act, 1956 and having its registered office at Paryatan Bhawan, Bhadbhada Road, Bhopal acting through its Chief General Manager, (Administration)(hereinafter called “the MPSTDC” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the MP State tourism Development Corporation Limited for providing safety, monitoring and surveillance of the MPSTDC.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the MPSTDC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the MPSTDC to execute and the Security services w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The MPSTDC hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of the MP State
tourism Development Corporation
Limited

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

_____Name

_____Name

on behalf of the Contractor in
the presence of:

on behalf of the Employer in
the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

ANNEXURE-IX

TENDER NO.: 1254

DATE: 24/01/2012

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the Tender)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the MPSTDC) (hereinafter called the "MPSTDC") of the other part.

2. WHEREAS _____ (Name of the MPSTDC) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the MPSTDC the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the MPSTDC, the Bank is engaged to pay the MPSTDC, any amount up to and inclusive of the aforementioned full amount upon written order from the MPSTDC to indemnify the MPSTDC for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the MPSTDC immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the MPSTDC any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

**MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL**

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the MPSTDC agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the MPSTDC and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the MPSTDC in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the MPSTDC for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the MPSTDC", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION
PRYATAN BHAWAN, BHADBHADA ROAD, BHOPAL

ANNEXURE-X

TENDER NO.: 1254

DATE: 24/01/2012

PRICE BID FOR SECURITY SERVICES

Sl. No.)	Designation	Rate per person per shift per day (inclusive of all taxes){May be quoted in rupees in words and figures}	Monthly amount (Rupees in words and figures)	Yearly amount (Rupees in words and figures)
1.	Security Guard			
2.	Gunman			
3.	Security Supervisor			

Note:-

1. The **Security Guard** will be considered under the **Semi-skilled category**. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide Security services to the MPSTDC for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the Government of Madhya Pradesh, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is for two years.
4. The bidders may quote the rates in Indian Rupees.
5. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**
6. **Financial bids of the top 3 (Three) technically qualified bidders will be opened for evaluation in the presence of qualified bidders**