

Cost of the Tender Form - Rs.1000/-  
(Rupees One Thousand only)

Tender Form No. MCI/Tender/Security/2018

# SECURITY SERVICES CONTRACT

NOTICE INVITING TENDERS

&

TERMS AND CONDITIONS OF TENDER



**MEDICAL COUNCIL OF INDIA**

**POCKET-14, SECTOR-8, PHASE-1, DWARKA**

**NEW DELHI - 110 077**

Ph.: 011-25367033, 35, 36, 37; Fax: 011-25367024;

Website: [www.mciindia.org](http://www.mciindia.org)

\*\*\*\*\*

LAST DATE FOR SUBMISSION OF SEALED OFFERS : 01/05/2018 till 11:00 A.M.

Tender Form submitted by

M/s \_\_\_\_\_

---

**INDEX**

I. TENDER NOTICE .....3

II. TERMS & CONDITIONS.....6

III. LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER -  
ENVELOPE 1.....11

IV. SCHEDULE-I .....12

V. SCHEDULE-II ..... 13

## I TENDER NOTICE

Tender No.MCI/Tender/Security/2018

Dear Sir/ Madam,

Invitation of Tenders for providing Security Services to M.C.I., New Delhi

**(LAST DATE & TIME FOR SUBMISSION: 01/05/2018 upto 11:00 a.m.**

Sealed tenders are invited from ISO certified companies registered agencies and other companies having Labour License, P.F., E.S.I., Service Tax, I.T.C.C., GST etc. and also having satisfactory record of services rendered to Govt./State Govt./other Govt. offices and reputed organizations for award of Security Contract for the Medical Council of India. The Security agency has to provide security of high standard with expertise in the latest techniques of security of sensitive installations against sabotage/theft / pilferage / unauthorised entry, etc.

**Estimated cost of the tender:- Rs.80.00 lacs per annum.**

**Tender forms may be obtained from the Council office on any working day between 11.00 a.m. to 3.00 p.m. till 30/04/2018** on payment of Rs.1000/- by way of bank draft in favour of Secretary, Medical Council of India, New Delhi. Completed tender forms along with earnest money of Rs.1,60,000/- by way of Bank Draft in favour of **Secretary, Medical Council of India, New Delhi** and other documents as mentioned in the tender form may be deposited in the drop box placed at the reception counter of the Council, in sealed cover envelop marked "Tender for Security Arrangement" on the top and addressed to Secretary, Medical Council of India, Pocket-14, Sector-8, Phase-I, Dwarka, New Delhi-110077 **by 11.00 a.m. on 01/05/2018. Tenders will be opened in the presence of the bidders at 11.30 a.m. on 01/05/2018, in the Committee Room, 1<sup>st</sup> Floor, Medical Council of India, New Delhi.** The successful tenderer will have to deposit a security deposit amounting to Rs.4.00 Lakhs to the Medical Council of India before taking the Security contract.

Tender forms can also be downloaded from the website of the Council i.e. [www.mciindia.org](http://www.mciindia.org). Tenderer downloading tender form from the website will have to enclose a demand draft of Rs.1000/- in favour of **Secretary, Medical Council of India, New Delhi payable at New Delhi.** Tender documents submitted without earnest money and /or without required documents shall be rejected outrightly.

Accordingly, Sealed Tenders are invited under "Two Envelope System" from Professional Security Agencies for providing Security Guards, Gunman and Security Supervisors (ex-servicemen) for providing security to the premises and property of M.C.I., in two parts:

- Part I: Envelope No. 1 to contain the complete tender along with details of constitution of company, details of registration with Competent Authority and testimonials in proof of eligibility, etc
- Part II: Envelope No. 2 to contain only the Price Bid.

The Competent Authority reserves the right to accept/reject any or all the tenders in part or whole without assigning any reason whatsoever.

### ELIGIBILITY CRITERIA

1. The agency should be registered as a firm or company registered under the Companies Act 1956.
2. The agency should be registered with Labour Dept. of Government of NCT of Delhi / Central Govt, holding a valid license under the latest Contract Labour (Regulation & Abolition) Act for engaging a minimum of 100 employees and should be having valid ESI, EPF Code No., PAN No. GST No., etc. The Tenderer should also be registered under Delhi Shops & Establishments Act. All statutory requirements, as stated above & as applicable should be fulfilled.
3. The agency should have a minimum annual turn over of Rs.1 Crore, during each of the last three years and should not have made a loss in any of these years. It should have a Security Staff of Forty or more per shift for one client and should have a minimum experience of 10 years in security agency business in large Govt. Organisation/Multi-National Companies /National Labs/ PSUs/ Nationalised Banks, etc.
4. The Tenderer should also have license for wireless and weapons, possess adequate infrastructure in terms of vehicles, electronic/non-electronic gadgets and basic crowd control devices for an efficient functioning.
5. The agency should be capable of providing a solvency certificate for a minimum value for Rs. 10 lakhs.
6. Tenders shall be submitted under the "Two Envelopes System" duly sealed. Envelope No.1 should contain the complete tender documents along with details of constitution of company, details of registration with competent authorities and all testimonials in proof of eligibility, earnest money and should be superscribed as "Tender Document for Security Services at M.C.I. - General Conditions, Earnest Money, Testimonials, etc.". Envelope No. 2 should contain only the price bid and should be superscribed as "Tender Document for Security Services - Price Bid". Both the above mentioned envelopes may be placed in one large envelope, superscribed "This envelope contains two duly sealed envelopes containing Tender Document and the Price Bid for providing Security Services - in two separate duly sealed envelopes clearly marked so".
7. The tender along with Earnest Money Deposit of Rs.1,60,000/- (Rupees One Lakh Sixty Thousand only) in the form of Demand Draft drawn in favour of the "Secretary, Medical Council of India, New Delhi" and addressed to the "Secretary, Medical Council of India, Pocket-14, Sector-8, Phase-I, Dwarka, New Delhi-110077" may be submitted so as to reach the M.C.I. latest by 01/05/2018 upto 11:00 a.m.. Conditional tenders and tenders without EMD will be summarily rejected.

- 
8. The EMD should be submitted in the Envelope No. 1. Tenders not accompanied by EMD shall be summarily rejected. The EMD will be refunded to the unsuccessful tenderers without any interest in due course after finalisation of the tender process.
  9. The earnest money of successful tenderer will be forfeited if he does not fulfil any of the following conditions:
    - a) Furnishing of security deposit of Rs. 4,00,000/- by means of a bank draft favouring "Secretary, Medical Council of India, New Delhi " within 10 days of the receipt of the letter awarding the contract. This security deposit amount shall not earn any interest thereon. The security deposit shall be returned to the contractor on the expiry of the contact period on furnishing the usual clearance/No Demand Certificate.
    - b) Execution of the agreement within 10 days of the receipt of the award letter.
    - c) Commencement of work within 10 days of the signing of agreement and furnishing of security deposit.
    - d) To comply with all the terms & conditions of the award letter and agreement
  10. The bidder must quote his price only as per the proforma given in Schedule II of the tender document and submit it in Envelope 2 of his tender. The rate(s) quoted by the tenderer should be all inclusive. The tenderer must quote the monthly rate in figure as well as in words. The amount of each item should be worked out and the total provided. The rates quoted should be on the basis of seven days a week (including non-working days) as per requirement of the Council mentioned in Schedule-II.
  11. Only those tenderers /contractors who meet all the guidelines and terms & conditions in all respects should submit their tender(s).
  12. The MCI reserves the right to reject all or any of the tenders or to accept any tender either in whole or in part without assigning any reason whatsoever and to annul the bidding process at any time prior to award of contract without assigning any reason thereof.
  13. Canvassing in any form by the Tenderer will lead to summary rejection of his tender.
  14. Details of employees of MCI related to the Tenderer, if any, should be furnished in a separate sheet.
  15. All pages of the tender document must be signed by the authorized signatory and the power of attorney holder, a copy of the document granting Power of Attorney, in favour of the authorized signatory should be enclosed. Conditional tenders will be rejected

---

## II. TERMS & CONDITIONS

1. The contract term shall be initially for a period of one year. Based on satisfactory performance, the contract term would be renewed for a further period of one year at the sole discretion of the MCI. If the contractor desires to discontinue his services, he shall be required to tender three months notice and shall be permitted to quit only after expiry of the notice period.
2. The security services contract shall be for the entire premises occupied by the M.C.I., Pocket-14, Sector-8, Phase-I, Dwarka, New Delhi-110077.
3. The contractor shall deploy guards, supervisors (ex-servicemen) below the age of 45 years conforming to the security requirement as per Schedule I attached to this document.
4. The contractor shall ensure round-the-clock high standard security on a 24 X 7 basis of the week to safeguard the premises and assets of the M.C.I.
5. The security guards and security supervisors deployed by the contractor for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
6. **The security guards and security supervisors deployed by the contractor for security duty should also be trained in operation, monitoring and maintenance of CCTV cameras installed in the M.C.I. premises.** The guard/s deputed shall immediately report suspicious movement/activity to the M.C.I. through his supervisor.
7. The contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with ID Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The contractor shall have full control over the security staff engaged by him. The contractor shall give necessary directions to his staff to carry out the jobs assigned to them by the M.C.I.
8. The contractor shall also be solely responsible for timely payment of their wages and/or dues to his employees.
9. All liabilities arising out of violation of local laws and/or central laws shall be his responsibility.
10. The contractor shall furnish a detailed fortnightly duty chart of his employees and keep the M.C.I. informed of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to.
11. The contractor will provide all material(s) / equipment(s) required for day to day security including Torch, Whistles, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.
12. The contractor shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen/verified by the M.C.I., regularly.
13. Entry in the M.C.I. premises is restricted. The guards on duty at the gates/reception will ensure that only the authorised persons enter the M.C.I. premises after proper verification and intimation.

14. The contractor will not allow grazing of any type of animals; allow unauthorised entry to persons to roam about; cut trees /grass /firewood or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the M.C.I. campus.
15. The contractor and the persons employed by him shall not divulge to outsiders any information about the equipments installed in the M.C.I., divulge information about the employees of M.C.I. as well as the activities of the M.C.I.
16. The contractor will also have the responsibility to safeguard the M.C.I.'s moveable and immovable property, besides protecting the environment.
17. The contractor shall ensure opening and proper locking of all rooms of M.C.I. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the contractor and s/he shall report the same to the M.C.I. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the contractor's guard/guards on duty, the M.C.I. will have full power to recover the loss in full or adjust from the dues or security deposit of the contractor. The decision of the M.C.I. in this regard will be final and binding on the contractor.
18. During surprise checks by any authorised officer of the M.C.I., if a particular guard is found negligent/sleeping/drunk on duty, the contractor will have to withdraw the guard from the M.C.I. forthwith which may even entail cancellation/termination of contract for the rest of the period.
19. The contractor will have to enter into a contract for executing the work within 10 days from the date of receipt of the Work Order on a non-judicial stamp paper of appropriate value.
20. The contractor shall make payment of wages etc., to the persons so deployed by him by First Week of every month, in the presence of the M.C.I.'s officials, so that there is no disruption on the performance of duties of the deployed persons.
21. Contractor shall be paid at monthly intervals upon his presenting bill(s) and compliance with all statutory requirements prescribed by the Government.
22. The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules under Minimum Wages Act. It shall be his responsibility to ensure that he pays his workmen wages which are not lower than the minimum wages as prescribed from time to time by the union government/state government. He shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act /Delhi & Establishments Act and rules thereunder. He must comply with and carry out all the provisions and obligations under the said Act and rules and furnish all information(s) to the M.C.I. as may be required by the Act and Rules.
23. The contractor shall pay the statutory payments such as PF, ESI, for the staff employed to provide services to the M.C.I., through a separate challan and it should be submitted along with the monthly bill.

- 
24. The amount of the security deposit will be returned to the contractor after satisfactory completion/termination of the contract and after adjusting the dues, if any payable by the contractor to the M.C.I.
  25. The contractor shall furnish a list of security guards and supervisory staff deputed by the contractor to the M.C.I. detailing the name, age, qualification, present and permanent address, the Army/Air/Navy command unit from where the person has retired, the date of retirement, number of pension payment order for the record of M.C.I.
  26. Deployment of any fresh staff in replacement should be only with the prior permission of the M.C.I. The contractor shall deploy only such personnel whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services.
  27. The contractor shall submit an affidavit along with the tender document stating that “we undertake to deploy security personnel of only the ones whose antecedents have been got verified by us from the Police Authorities”.
  28. The contractor shall fully comply with all the applicable laws, rules and regulations relating to EPF Act including the payment of PF contributions, payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, Contract Labour (Regulation & Abolition) Act relating to certificates of registration, relating to license, relating to issue of employment card and relating to annual returns of the principal employer. He must also comply with the Essential Commodities Act, Migrant Labour Act and/or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including TDS as per IT Act, and any other act as may be relevant as applicable to him from time to time. The contractor should get the security clearance by the State Government Authority both for his security agency and the persons deployed by him, wherever required.
  - 29.(a) In case of any loss/theft of any movable or immovable property, the Secretary or any officer authorized by him will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the above mentioned officer, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill and/or its security deposit.
  - (b) For any breach of contract, the Secretary or any officer authorized by him, shall be entitled to impose a minimum penalty of Rs.1,000/- per day/occasion on the 1<sup>st</sup> occasion upon the Agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of MCI.
  - (c) If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said officer in this regard shall be final and binding upon the Agency. Some of the instances in which penalty would be imposed include.
    - (i) If the personnel are not found in proper uniform and displaying photo Identity Card.



- (ii) If the personnel found indulging in smoking/drinking/sleeping during duty hours and performing double duty within 24 hours.
  - (iii) The Agency is supposed to provide the required personnel to MCI as mentioned in the tender document. If the agency is not able to provide the required number of personnel, a penalty for shortage of attendance will be imposed.
  - (iv) Penalty will also be imposed if the behavior of personnel found discourteous.
  - (v) If any personnel is found performing duty by submitting a fake name and address.
  - (vi) If any personnel found on duty other than those mentioned in the approved list supplied by the Agency to the MCI authorities.
30. The contractor shall be solely responsible for all the claims of his employees and the employees of the contractor shall not make any claim whatsoever against the M.C.I.
  31. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations.
  32. The security agency or his employees shall not use the premises allotted to him / her for any purpose other than the purposes defined and shall not act in any manner as to cause any nuisance or annoyance to the M.C.I. or the participants.
  33. The security agency or his employees shall not aid or participate or support any anti-institutional activity under any circumstance and shall strictly restrict to the work awarded under the contract.
  34. The contractor's rate(s) shall be inclusive of all taxes etc. The contractor's rate(s) shall remain constant throughout the contract period except where minimum rates/wages are revised by the Govt.
  35. Income tax/other taxes/charges levied from time to time by the Govt. shall be deducted at source by M.C.I. from the monthly bills of the security contractor on the full amount of bill.
  36. In the event of a guard not reporting for duty, alternate arrangements shall be made by the contracting agency, immediately without jeopardizing the security of the M.C.I.
  37. The contractor or his nominee shall ensure his presence at a short notice when required by the M.C.I.
  38. No residential accommodation will be provided to the security guards/security supervisors.
  39. The Contractor shall conduct mock exercise in fire fighting every quarter at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques and also to ensure that the fire fighting equipments are in working condition.
  40. The Contractor shall also ensure that the CCTV cameras installed in the premises are in operation and their guards are properly monitoring the same.
  41. The M.C.I. reserves the right to cancel/terminate the contract at any time during the currency of the contract after giving one month notice to the contractor.

- 
42. The contractor shall engage personnel who are medically fit. They should be free from all infections/diseases. The contractor shall get his employees medically examined before deploying them at the M.C.I.
  43. The contractor shall obtain 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.
  44. **The contractor shall provide weekly off/holidays to his workmen as per all laws but it will be his responsibility to ensure uninterrupted services on all days on a 24 x 7 basis. No workman shall be deployed on double duty during consecutive duty timings. In case such a deployment is noticed, it would be viewed seriously and may result in termination of the contract. The security personnel on duty shall be rotated from one shift to another at proper frequency on 3-shift basis.**
  45. The contractor shall ensure the following:
    - a) No property of M.C.I. of any kind is removed by any official/private person without a proper gate-pass issued by the authorised officials of M.C.I.
    - b) Any loss/damage to goods or property of M.C.I. due to negligence on the part of the security personnel of the contractor shall be made good within 7 days of the date of its communication to him. Non-compliance of the same shall entail forfeiture of the security deposit along with recovery of the loss in part or in full from the dues and earnest money of the contractor and/or termination of the contract.
    - c) No report for any loss/damage to property of M.C.I. shall be lodged with police by the contractor without the written approval of M.C.I.
  46. The M.C.I. shall have the right to adopt any measures/set-up a system for ensuring proper performance of duty of security personnel deployed by the contractor, their being in proper uniform, equipped with batons/lathis, torches, whistles, punctuality etc. The number of manpower can be increased or decreased depending upon the workload to be assessed by M.C.I. and intimated to the contractor.
  47. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract for whatsoever reason and ensure that no person creates any disruption/hindrance/problem of any nature to the M.C.I.
  48. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except where resolution has been specifically provided under the agreement) the same shall be referred to the Sole Arbitrator to be appointed by the M.C.I. The award of the arbitrator shall be final and binding on both the parties.
  49. Any disputes arising out of or in any way connected with this contract shall be deemed to have arisen in M.C.I. and only the courts in Delhi shall have jurisdiction to determine the same.

---

**III. LIST OF DOCUMENTS TO BE SUBMITTED ALONGWITH THE  
TENDER - ENVELOPE 1**

---

1. Registration Document/Details of the Company/Firm/Societies.
2. Earnest money deposit by way of DD for Rs.1,60,000/- drawn in favour of Secretary, M.C.I., New Delhi.
3. Profile of the Company/firms/societies.
4. Details of Constitution of firm / Company /societies and its registration with competent authority.
5. Proof of Qualification with regard to:
  - a. Annual turnover of Rs.1 Crore during each of the last three years.
  - b. Minimum experience of 10 years in security agency business in large multinational companies / national labs / PSU / Nationalised Bank etc.,
  - c. Proof of providing security staff of 40 or more per shift for three clients.
  - d. Valid License under the latest contract Labour Contract Act/ Delhi Shops & Establishments act for engaging a minimum of 100 employees.
  - e. Registration for ESI and its contribution.
  - f. Registration with EPF and its contribution.
  - g. Registration of GST
  - h. PAN card.
  - i. Latest Income Tax clearance certificate.
  - j. Audited Balance sheet and profit and loss account statement for the last three years.
  - k. Clientele list at Delhi indicating number of security personnel deployed at each unit.
  - l. Latest solvency certificate from a nationalized bank for a minimum value of Rs.10 lakhs.
  - m. Power of attorney in favour of authorized signatory, if required so.
6. Details of training imparted to the security personnel
7. Undertaking to be given by the tenderer informing the M.C.I. that he / they have read the tender documents and have understood the contents fully and accordingly had submitted their quote in the price bid (Envelope 2) abiding by the terms and conditions laid down thereat.
8. An affidavit to the effect that the contractor has got verified the antecedents of all the persons to be deployed by him in the Council for security job.

---

**IV - SCHEDULE - I**

**Security Supervisor (Ex-Servicemen) shall be responsible for:**

1. Briefing of day and night guards
2. Proper deployment of the guards and Gunman and maintenance of various registers kept at the Reception namely; Key Register, Visitors Register, Telephone Register, Late Sitting Register, Attendance Register, Vehicle Register, etc.
3. Maintenance of proper records of gate passes in respect of material going out of M.C.I. premises and to ensure proper scrutiny before permitting any material to be taken out.
4. Maintain liaison with authorized M.C.I. officials.
5. Detailing in rotation, security guards for patrolling, surprise checking at the floors of M.C.I. building including Guest House. Also operation, monitoring and maintenance of CCTV cameras installed in the M.C.I. premises.
6. Carrying out any other tasks as may be assigned by the M.C.I.

**V. SCHEDULE-II****PRICE BID - ENVELOPE 2****NAME OF CONTRACT:** Contract for providing Security Services to M.C.I., New Delhi.

SI. No.	Type of Deployment	No. of Manpower required per day	Rate per person per shift per month(Attach break-up)
1	Wages/Payment in respect of providing Security Services under the category of Security Supervisor(Ex-Servicemen)	03	
2	Wages/Payment in respect of providing Security Services under the category of Gunman.	01	
3	Wages/Payment in respect of providing Security Services under the category of Security Guard.	23	

- Note: (1) Rate analysis supporting the above quoted rates should be enclosed along with this price bid clearly indicating the minimum wages, weekly off replacement charges, cost of uniform of personnel deployed, PF Contribution, ESI Contribution, Bonus, Leave reserve, service charges, Other Statutory levies and other charges etc.
- (2) The **Security Guard** will be considered under the **Semi-skilled** category. Contractor shall provide uniform and trained personnel and use its best endeavour to provide Security services to the Council 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 month. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
- (3) The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid and the tender will be rejected.
- (4) The Contract is for one year.
- (5) The number of manpower required shown above is indicative and the actual quantity may vary as per requirement of the Council.
- (6) The bidders may quote the rates in Indian Rupees.

- 
- (7) 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.

Signature of the Tenderer with seal

Address: