



Tender No: MWCJL/INFRA/SS/IT-ITES/P-I/2011-12/T-03

TENDER

FOR

**Providing Security Services for IT/ITES area
Phase I & II
AT SEZ for MWC JAIPUR**

EMPLOYER : MAHINDRA WORLD CITY (JAIPUR) LIMITED,
411, NEEL KANTH TOWERS # 1,
BHAWANI SINGH ROAD, C-SCHEME, JAIPUR-302001
PHONE : 0141-3003495-98; FAX: 0141-2243060

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

Bid for Providing Security Services Work at IT/ITES Area, Phase I & II, SEZ for MWC JAIPUR

Tender No : **MWCJL/INFRA/SS/IT-ITES/P-I/2011-12/T-03**

Date of Issue : **17th June 2011**

Tender Document issued to:

M/s

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By

Mahindra World City (Jaipur) Limited

SEZ Project Office,

Vill & PO – Kalwara,

Tehsil- Sanganer, Dist-Jaipur -302029

Phone No: 09929093365/ 09929388806

Fax : 0141-3003474,2243060

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

BID NO: **MWCJL/INFRA/SS/IT-ITES/P-I/2011-12/T-03**

NAME OF WORK : **PROVIDING SECURITY SERVICES FOR IT/ITES PH – I & II**

PERIOD OF ISSUE OF BIDDING DOCUMENT : From: **17.06.2011 to 20.06.2011**
Time: **10:00 Hours to 17:00 Hours**

LAST DATE AND TIME FOR RECEIPT OF BIDS : Date: **21.06.2011 (Hard Copy submission)**
Time: **17:00 Hrs.**

INVITATION FOR BID
(IFB)

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

INVITATIONS FOR BIDS (IFB)

Date: - 17TH June 2011

Bid No:- MWCJL/INFRA/SS/IT-ITES/P-I/2011-12/T-03

1. **MAHINDRA WORLD CITY (JAIPUR) LIMITED** is developing an IT/ITES SEZ and invites item rate Bids for the below mentioned works from the selected Bidders.
2. Tender document can be downloaded from our web site <http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur>, Hard copies of the document can be taken from the below mentioned address;

Mahindra World City (Jaipur) Limited

SEZ Project Office,
Vill & PO – Kalwara,
Tehsil- Sanganer, Dist-Jaipur -302029
Phone No: 09929093365/ 09929388806
Fax : 0141-3003474

3. Bids must be delivered to **Mahindra World City (Jaipur) Limited**, SEZ Project Office, Vill & PO Kalwara, Tehsil Sanganer, Dist- Jaipur -302029, on or before **17:00 Hours** on **21.06.2011** for Hard Copy submission. If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue.
4. Other details can be seen in the Bidding documents.

TABLE - IFB 1

S. No.	Name of work	Cost of document (Rs.)	Period of Services
1	Providing Security Services for IT/ITES, Phase – I & II At MWCJ	NIL	Twelve (12) Months

A. General Instructions

- 1 **Mahindra World City (Jaipur) Limited** (MWCJL), (referred to as Employer in these documents) invite Bids for the **Providing Security Services for Phase I&II at IT/ITES Area** (as defined in these documents and referred to as "**the Works**") detailed in the table No.IFB-1.
- 2 Each Bidder shall submit only one Bid for one Contract. Tender documents are not transferable
- 3 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
- 4 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 5 The Employer has the sole discretion to short list Bidders and shall inform them in writing by Fax/e-mail. These short listed Bidders (shall be known as Bidder/Bidders hereinafter) requiring any clarification of the Bidding documents may notify the Employer by Fax or may contact following person:
- 6 Mr. N.S. Bhatia Manager (Contracts), Mobile No. 09929093365, 0141-3003412. The Employer will respond to any request for clarification all such queries shall be made at least three (03) days before date of submission of Bids.
- 7 All documents relating to the Bid shall be in the English language.
- 8 The quoted item rates shall be deemed inclusive of all costs for material, labour, plant, equipment, overhead, supervision, profit, preliminaries, all temporary works, night works, shift works, storage facility, security, working with site constraints, working with full compliance to all requirement like EPF deposited challan, Labour wages report, ESI, restrictions etc. from all relevant authorities, unless or otherwise specified in the tender document. ***As per Special Economic Zone Act 2005, all the taxes, duties, royalties, levies (except VAT, Entry tax and income tax on the profit of the Contractor) are exempted; hence, the quoted rates shall be exclusive of all taxes, duties, royalties, levies, service tax etc.*** Any tax component, considered shall be indicated separately and shall be admissible only if applicable, proof of payment of such taxes will be required for acceptance of claim in there respect. The Contractor shall coordinate with on site Government Agencies to realise the SEZ Exemptions and Benefits and forward the same to the Client.
- 9 The item rate quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account whatsoever.
- 10 The rates and the prices given are in Indian Rupees.
- 11 Bids shall remain valid for a period not less than 60 (sixty) days after the date for Bid submission .A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.
The Contract Price will remain fixed during the extended period of validity, if any.
- 12 The Rate in the Bid shall be typed or written in indelible ink and 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.
- 13 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.
- 14 Bids must be received by the Employer at the address specified above no later than **17:00** hours on **23th June 2011**. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

- 15 The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

The envelope shall be addressed to the Employer at the following address:

Mahindra World City (Jaipur) Limited

SEZ Project Office,
Vill & PO – Kalwara,
Tehsil- Sanganer, Dist-Jaipur -302029
Phone No: 09929093365/ 09929388806
Fax : 0141-3003474

- 16 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 17 The Employer reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 18 The Employer will negotiate with the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents. On completion of negotiations the Employer will award the Contract to the most suitable Bidder. The Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
- 19 Deleted
- 20 The Employer expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid and blacklist such Bidder, barring him from participation in future Bidding in the event he found indulged in any malpractice such as bribe, or other inducements to any person with a view to influence the placing of the Contract

General Conditions of Contract

1. Employer reserves the right to award the work in full to one contractor or split the work in part to more diff. vendors for diff. or locations.
2. Contract rates are firm during the pendency of the contract and shall be net for work complete in all respect and inclusive all taxes not exempted in SEZ.(WCT & Service Tax are exempted under SEZ area). In case of applicable of taxes exempted under SEZ at any time, the same shall be reimbursed on the basis of challan of deposited amount with appropriate authority, as per applicable rules.
3. Works shall be carried out as per description and to the satisfaction of the Site in Charge.
4. Payment Terms: RA bill shall be payable on Monthly basis. Payment shall be made after deduction of taxes TDS...etc at the rates as applicable. The contractor shall maintain attendance register updated every day. Any time employer's representative can check or demand the same for their checking. Bill shall be prepared and submit in proper format along with all supported document and certified by Engineer in charge. Measurement shall be as per units given in BOQ.
5. Contractor shall submit RA/final bill for work after certified by site in charge after jointly measured and verified with site engineer.
6. It is mandatory to submit Attendance sheet, wages sheet, EPF, ESI, Service tax challans for the manpower engaged/ work i.e Contribution to the Central State and Local Authority Contractor alone shall be responsible for execution of the overall work as awarded under this Work and for compliance with all applicable laws, rules & regulation (e.g. Labour License , Workmen Compensation Act, Employees State Insurance Act, Provident Fund Act, Minimum Wages Act, Payment of Gratuity Act, Payment of Bonus Act, etc.) copies of return in connection with statutory compliance including but not limited to payment of Statutory dues under these or other applicable acts and for meeting the liabilities arising thereunder. contractor shall not engage any minor manpower. The Contractor shall be responsible for observing all contractual obligations at his cost for the manpower engaged at site under State Labour Laws and submit man power engaged, attendance sheet, wages paid , EPF paid challans copy with each bill. Any amount may be deducted in lack of improper documentation. Provident Fund Act and other labour and industrial laws in force. This shall include besides other provisions of the Act, requisite licenses from relevant labour departments, Registration with Provident Fund authorities, payment of minimum wages at rates fixed by the appropriate government, disbursements to the labour and provision of prescribed welfare amenities at site for the contract labour, etc. Contractor shall produce the documentary proof of having made all applicable payments along with the Bills. The contractor shall employ workers, skilled, semi skilled and/or unskilled, at his own cost and risk and shall ensure due compliance with the provisions of the relevant Minimum Wages Act, Payment of Wages Acts, Contract Labour (Regulations and Abolition) Act, Workmen's Compensation Act, Employees

7. The Contractor shall adopt all safety measures required for all works as applicable under construction Industries at his cost (Vendor)
8. Site shall be kept neat and clean after day's work by contractor as directed till handing over of works.
9. Safety & Health Standards The Contractor shall be responsible for adhering to all the applicable safety requirements to prevent accidents, compliance with health & safety legislation(s) and contractor shall be solely responsible and accountable for any mishap and/or accident, which may occur during the course of the work allocated to him.
10. The Contractor shall comply with all rules and regulations of the local Sanitary and other Authorities or as framed by the engineer-in-charge from time to time for the protection of health of and for sanitary arrangements for all workers.
11. The Contractor shall at his own expenses arrange for all the safety measures as per safety codes of Bureau of Indian Standards, Electricity Act, the Factories Act, the Mines Act and all such other Acts & Laws as may be applicable and regulations and orders made there under.
12. The Contractor, including his employees and representatives shall also observe and abide by all fire and safety regulations as prescribed by the Company and the Government or local authority, from time to time. The Contractor shall make good to the satisfaction of the Company, at the Contractor's expense, any loss or damage due to fire/ any loss to any portion of the work done/ third party or to any other existing property of the Company.
13. The requisite documentation regarding exemption of taxes/ to avail SEZ benefits for notified areas shall be issued on request by contractor at least 15 days in advance
14. Contractor shall intimate in advance for any variation in quantities jointly certified with site in charge for issue of amendment if any.
15. The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.
16. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer in Charge will provide instructions clarifying queries about the Conditions of Contract.
17. All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in **English**, and the Contract shall be construed and interpreted in accordance with that language.

18. If any of the Contract Documents, correspondence or communications are prepared in any language other than English then the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
19. The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order
- (i) Work order/Service PO
 - (ii) Priced schedule of quantities
 - (iii) Conditions of Contract
 - (iv) Specifications
 - (v) Any other document listed in the contract data as forming part of the contract
20. Subject to provision of clause, the Work Order shall be in all aspect, construed and operated as Contract under Indian Contract Act 1872, and in accordance with Indian Laws enforce for the time being and is subject to the jurisdiction of the court, **Jaipur**.
21. Communications between Parties which are referred to in the conditions are effective only when given in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer in Charge. The Engineer in Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

22. The Employer shall give possession of the Site to the Contractor.
23. The Contractor shall carry out all instructions of the Engineer in Charge which comply with the applicable laws where the Site is located.
24. If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity or termination or the execution of the works, whether during the process of works or after completion and whether before or after termination or breach of the Contract the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer in Charge. The Engineer in Charge will give its decision within fifteen (15) days of referring the dispute, either Party if not in Agreement with Engineer in Charge's decision, may within fifteen days of decision by the Engineer in Charge refer to the senior management of the Employer, who will give its decision within thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management's decision, may refer to arbitration .

The Arbitration shall be conducted in accordance with the arbitration procedure stated below.

The procedure for arbitration will be as follows:

- (a) In case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (03) arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so

appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the Parties to reach upon a consensus within a period of thirty (30) days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).

- (b) If one of the Parties fails to appoint its arbitrator in pursuance of sub-Clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other Party, then the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration /President of the Institution of Engineer in Charges (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the Parties.
- (c) Arbitration proceedings shall be at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party or on its behalf shall be borne by each Party itself.
- (e) Where the value of the Contract is Rs.50 lacs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by Agreement between the Parties; failing such Agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).

24 Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

- 24.1 War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- 24.2 Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.
- 24.3 Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster

25. The Construction Manager shall have power **to make alteration in, omissions from, additions to, or substitutions for the original work during the period of maintenance on the same rates.**

26 Termination of Contract

BILL OF QUANTITIES

A) Bill of Quantities for providing Security Services for IT / ITES area in Ph-I at Mahindra SEZ for Mahindra World city Jaipur

S.No.	Description of Item	Unit	Qty	Rate	Amount
1	Security Guards	Month	576		
2	Security Supervisor	Month	108		
3	Security Officer	Month	24		
4	Fuel cost for vehicles	Each	36		
5	Total Amount in Rs.				

(Rs.....Only).

B) Bill of Quantities for providing Security Services for LE area in Ph-II at Mahindra SEZ for Mahindra World city Jaipur

S.No.	Description of Item	Unit	Qty	Rate	Amount
1	Security Guards	Month	216		
2	Security Supervisor	Month	36		
3	Security Officer	Month	12		
4	Fuel cost for vehicles	Each	12		
5	Total Amount in Rs.				

(Rs.....Only).

C) Bill of Quantities for providing Security Services for DTA area in Ph-II at Mahindra SEZ for Mahindra World city Jaipur

S.No.	Description of Item	Unit	Qty	Rate	Amount
1	Security Guards	Month	324		
2	Security Supervisor	Month	36		
3	Security Officer	Month	12		
4	Fuel cost for vehicles	Each	12		
5	Total Amount in Rs.				

(Rs.....Only).

D) Bill of Quantities for providing Security Services for HC area in Ph-II at Mahindra SEZ for Mahindra World city Jaipur

S.No.	Description of Item	Unit	Qty	Rate	Amount
1	Security Guards	Month	216		
2	Security Supervisor	Month	36		
3	Security Officer	Month	12		
4	Fuel cost for vehicles	Each	6+6		
5	Total Amount in Rs.				

(Rs.....Only).

Name and Signature of Authority with Company Seal

**MAHINDRA WORLD CITY (JAIPUR) LTD.
Vendor Selection Criteria**

SI No	Particular	
a)	Name & Address of The Company	
b)	Contact Numbers	
	Contact Person and Mob.	
c)	Fax	
d)	E-Mail	-
e)	Web-Site	-
f)	PAN No.	
g)	TIN No.	
h)	Service Tax no.	
i)	PF No.	
j)	ESI No	
1	Copy of memorandum and article of the company along with certificate of incorporation	
2	Annual turnover of the company for past 3 years	
	2007-2008 (Rs. -Lacs)	
	2008-2009 (Rs. -Lacs)	
	2009-2010 (Rs. -Lacs)	
3	Details about projects having total value in excess of Rs. 100 Lac completed during past 3 years.	
4	Does your company have local presence in Jaipur? Who is the person who heads the local team in Jaipur? Please give details of staff.	

5	Indicate AT LEAST 6 client references with address / phone nos, for whom your company has executed work with value in excess of Rs. 50 Lac during one single financial year or one contract having value in excess of Rs. 100 Lac.	
		1-
		2-
		3-
		4-
		5-
		6-
6	Indicate AT LEAST 6 Architect/Consultants with address / phone nos, whose designed projects your company has executed in last 5 years with value in excess of 100 Lacs.	
		1-
		2-
		3-
		4-
		5-
		6-
7	Maximum value of contract handled in the past 5 years (Rs. In Lacs)	
8	Quality benchmarks and acceptance criteria will be comparable to international levels.	
i)	What are the quality assurance standards you propose for this project?	
ii)	What are the quality standards achieved by your company?	
iii)	Do you have any systems procedures standards in place?	
9	If you are awarded the project, what site staff organization you propose? Submit org chart.	
10	What will be the qualification of the PM?	

11	Time and quality is the essence of this project! Are you willing to work with a stiff penalty clause in the contract document?	
12	Do you have any Minimum Value of contract, which will be acceptable to you?	
13	Please enclose the following documentation as given below:	
a)	Copy of Power of Attorney of the Signatory	
b)	Latest Income Tax Clearance Certificate	
c)	Sales Tax Clearance Certificate	
d)	Certified Copy of memorandum and article of the company along with certificate of incorporation	
e)	Plant and Equipment	
f)	Organisation Chart	
g)	Quality assurance manual/procedures	
h)	List of ongoing Projects with photograph during and after completion	
i)	List of Projects executed in last 5 years	
j)	Solvency Certificate from a Scheduled Bank.(Rs. In Lacs)	
k)	Bankers	
l)	Registration number/documents for Statutory Requirements (ESI, PF labour license etc).	
m)	Performance Standards for Health and Safety	
n)	ISO Certification if any.	
14	Any other relevant information.	
15	Major Works in Hand with value in excess of 100 Lacs.	
	1-	
	2-	
	3-	
	4-	
16.	Staff Strength	