



**Mercedes-Benz  
International School**

**Mercedes-Benz Education Academy**

**FORMAL INVITATION TO TENDER TO PROVIDE SECURITY SERVICES**

**TENDER No. MBEA/2019-20/002**

**To be published on website of MBEA ([www.mbis.org](http://www.mbis.org))**



## **Table of Contents**

<b>Section 1</b>	<b>Introduction</b>
<b>Section 2</b>	<b>Instructions to Tenderer</b>
	2.1 Specification
	2.2 Cost of Tender
	2.3 Tender Form / Document
	2.4 Period of Validity of Tender
	2.5 Format & Signing of Tender
	2.6 Deadline for submission of Tender
	2.7 Modification and Withdrawal of Tenders
	2.8 Opening of Tender
	2.9 Preliminary Examination
	2.10 Evaluation and Comparison of Tender
	2.11 Award Criteria
	2.12 MBEA's right to Accept or Reject any Tender
	2.13 Notification of Award
	2.14 Signing of Contract
	2.15 Assurance by the tenderer
<b>Section 3</b>	<b>Pro-Forma – General Conditions of Contract</b>
<b>Section 4</b>	<b>Tender Form and Price</b>



**Mercedes-Benz  
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### MERCEDES-BENZ EDUCATION ACADEMY

Mercedes-Benz Education Academy, herein after referred to as 'MBEA' or 'school' for the sake of brevity, is a registered public charitable society and trust having P.T.R. No. F-14510 having its office at Plot No. P 26, Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411057.

MBEA hereby invites tenders for "Providing Security Services" for the scope of work involved as mentioned herein below, subject to strict observance of terms and conditions, within the given time schedule.



**Scope of work: TO PROVIDE SECURITY SERVICES:**

The Security Services are to be provided at our Mercedes-Benz Education Academy, Plot No.P-26, Infotech Park, Hinjawadi, Pune. You will undertake the responsibility of guarding these properties now referred to as 'The Premises'. You will undertake this job contract which is highly specialized in its nature and totally different from the Ordinary Guarding contract.

You shall decide its own competent personnel to be engaged for performance of this contract we will inspect this person and approve them.

You shall be liable for the entire Guarding activities to be taken in the Premises as detailed below.

Sr. No.	Description	No.	Per Month per Guard Rate Rs	Total Amount Rs
01	Security Supervisor (Including Relief)	3.51		
02	Security Guards (Including Relief)	17.55		
03	Lady Guard	02		
			<b>Total</b>	

- a. Manning for security is Five guards in each shift, total 17 guards (including relief 17.55 guards from 01<sup>st</sup> August, 2019) and 01 Supervisor per shift (total 3.51 including relief) and Two Lady guards in general. This arrangement is to be made on all days of the month without any holidays. Any change in this arrangement if required by us will be communicated to you one week in advance.
- b. Special Allowance will be revised as per PGSGB/ Govt. notification from time to time.
- c. Labor Welfare Fund will be claimed 2 times in a year as per Govt. rules.
- d. Frequent patrolling, should be done of the surrounding area of property specially to check the following:
- e. Any inward and outward movement in the vicinity.



- f. Trespassing
- g. Care and upkeep of property
- h. Presence of any miscreants, unwanted social elements.
- i. Closure of taps, light points, motors, pump and other gadgets kept 'ON' accidentally or by oversight '
- j. Switch 'ON' all light points necessary to perform duties.
- k. To maintain the documents kept on the gate, mainly visitor's register and the handing-taking over book.
- l. Attending to the telephone calls, transferring them and answering telephone calls with appropriate courtesy, taking down messages and passing them.
- m. All personnel for security must be able to converse in English, Hindi and Marathi (local language)
- n. To maintain all protocols as required.
- o. To maintain good professional relations with staff in the premises and ensure that these do not hinder/ affect the performance of security.
- p. In case of emergency, security guards may contact your office and the Administrator of the School.
- q. You and your staff shall take proper and responsible precautions to preserve from loss, destruction, waste or misuse the areas of work given to them by us and shall not knowingly lend to any of our person any of the effects of our assets under your control. You shall ensure that all the places as mentioned above shall be guarded in a proper manner and is required to make its judgment for its job.
- r. Your persons will report to the Administrator of the School.
- s. All necessary reports and other information will be supplied on a mutually agreed basis and you will hold regular meetings preferably on weekly basis with the Administrator.
- t. Your field officer will visit the premises twice a week and will do surprise check once a week in the 3 shift. However, for the first six months, the visit will be on a daily basis.
- u. The security guard will also control traffic and record all in / out vehicles, especially school buses, cars, at the time of start and end of the school.
- v. All the guards should be computer literate and willing to operate the Visitor Card Management systems anytime.

If there is any change in the scope of work; this consideration will be mutually revised. If the change in consideration is within  $\pm 10\%$  of the above-mentioned figure, no separate amendment is required. Such a change will be certified by the Director of the School. You shall submit its bill for the previous month by the 3rd day of the current month and the salary shall be payable on the 10th day of the current month, after certification of the Director of the school. This consideration is based on present statutory Allowances as per the Minimum Wages Act. Any change in the allowances will be brought to our notice along



with a proof of change. Amount of consideration will be paid in view of such change without amendment.

8. Maintain decorum and correct practices in respect of the following:

Drill

Bearing

Greeting the visitor:

After confirmation of his identity and permission, guiding the visitor to the desired location.  
Present students, Staff and Parents.

9. During the presence of the VIP or during conduct of a private party on the premises carry out the following:

- Maintain vigilance of higher to provide a sense of security to the dignitaries / Visitors
  
- Keep a vigil on the contract agency providing catering services so as to ensure smooth movement of personnel and conduct of party without compromising security.
  
- To guide the chauffeurs bringing the visitors for appropriate parking of their vehicles and re-aligning them at the time of departure.
  
- Ensure minimum obstruction/ Commotion during the clearance of party

10. **Payment Terms:** The Scope of work is from the period from 1<sup>st</sup> August 2019 to 31<sup>st</sup> July 2020.

11. GST is not applicable as notified by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, under vide its notification no.12/2017-Central Tax dated.28<sup>th</sup> June, 2017. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to your account.

12. Your responsibilities include the following:

- a) It will be your sole duty and discretion to recruit personnel of your choice. The selected personnel must be approved by the School. However, you shall endeavor to engage and deploy as many Ex-para military forces personnel a possible and belonging to the age group not exceeding 45 years. You shall not employ any person who is prohibited by law from being employed for fulfilling his obligations under this contract. The personnel engaged by you will, work under your control and supervision. The specific instructions for carrying out the, duties efficiently will be given by us. We shall have right to have any guard



removed/replaced and similarly you will reserve the right to change the guard with prior permission from us.

- b) You shall provide bio-data of each person and such persons shall be put to work after due authorization of the Director prior to his deployment as guard.
- c) You shall ensure that the guards while on duty will be in presentable uniforms in approved pattern with whistle with cord, baton and serviceable torches and carry the same during his duty hours. These accessories will have to be provided to all the security guards by you at your own cost.
- d) You shall arrange at your own cost accommodation, transport and boarding facility for guards. No liability of any such kind will be borne or extended by us.
- e) You will ensure that the guards engaged by you shall be given identity passes / cards, which shall always be carried by them while on duty and on demand identity passes should be produced for inspection on demand by us.
- f) You shall try to ensure law and order in the said premises and keep close liaison with the nearest security service/ police to maintain the same.

13. It is also agreed that you shall decide the service conditions of your own employees, and ensure that you shall pay them the wages not less than the rate of minimum wages as applicable for its scheduled industry. You will cover your security personnel for personal accident and death whilst operating the security service.

14. It is agreed that you shall take necessary license whenever required, under the provisions of Contract Labor (Regulation and Abolition) act 1970, and shall submit the copy of the same to the School. You shall maintain various records, registers, and shall submit timely returns required under legislation, rules and regulations as applicable to its and its personnel.

15. You shall submit Xerox copies of musters, vouchers to the School in respect of its personnel as and when requested for by the School.

16. You will indemnify us that you shall bear the burden of whatsoever nature and form like fees, fines, penalty, damages, rise in wages, HRA, back wages, etc. in respect of your personnel under the provisions of any laws.

17. You shall ensure that the persons engaged by it shall not obstruct the working of the School, and in the event of any such obstruction, you will be liable for the damages and compensation to the School.



18. You shall ensure that it will maintain the discipline among its own personnel. In case of any misbehavior or misconduct by the personnel engaged by you. You shall take proper action against such person as advised by the School. In situations like illness, leave, absence etc. you shall be bound to make up the shortage of security guards at their own cost by engaging additional guards / supervisor.

19. In case you fail to perform the job as required by the School, the School will have the right to get the work done through any other source and the expenditure incurred shall be recovered from you.

20. It is agreed that if we find your work unsatisfactory or if there is any breach of any of the terms of this Contract, we shall have the right to terminate this contract with one months' Notice and without any other compensation to you. We will pay you for the security services rendered till the date of termination.

21. The obligations between you & us will be suspended when either of us party is subject to Force Majeure, which can be termed as civil disturbance, riots, acts of God like storm, tempest, flood and emergency states etc.

22. You shall fix the duties and the timings of your personnel as per your requirement, but in consultation with School.

23. We will provide no storage space or change room to you. You have no right whatsoever to store or keep any material equipment in our premises without written permission from us.

24. You shall indemnify us against any liability that may arise because of the persons engaged by you. In the event of loss occasioned to us, as a result of any lapse from your side, which will be established after a joint inquiry, we can claim the same from you.

25. This contract is for a period of 12 months with effect from **01.08.2019 to 31.07.2020** and thereafter it may continue on such Terms and Conditions as may be mutually agreed.

26. The security services stipulated in the contract are for our exclusive use and cannot be subcontracted or used by third party without the prior written consent from us.

27. You will endeavor that your staff shall not at any time, without consent from us in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by us and shall not disclose to any person information relating to us.

28. Termination: -This contract can be: terminated from our side without assigning any reason by giving 30 days' notice. Your rights, duties and responsibilities shall continue in full force and effect during the period of notice, including the completion of the planned work Sand the routine conservancy works. MBIS is not liable to pay you any compensation





**Mercedes-Benz  
International School**

even if the contract is unilaterally terminated by MBIS by giving 30 days notice; in event of such termination, the work completed by you till the last date of the service provided shall be considered for payment.

29. This contract does not prevent us from availing similar services from any other Service provider.



**FORMAL INVITATION TO TENDER FOR Appointment of Security Services at Mercedes-Benz International School TENDER NUMBER MBEA/2019-20/002**

**SECTION 1 - INTRODUCTION**

- 1.1 This document defines the requirements of MBEA for **Appointment of Security Services at Mercedes-Benz International School**
- 1.2 Only **“Agency registered with guard board for providing security”** services are invited to tender, for the provision of the requirements outlined in **Section 3 “Technical Specification”**
- 1.3 Please ensure that you have received all the tender documents listed in Section 2.3, it will be responsibility of the Tenderer to ensure that all the required documents are completed and submitted.
- 1.4 All correspondence concerning the tender, whether in writing or through mail shall be addressed to: **Head – Administration and Facilities Management**, Mercedes-Benz International School, P 26 Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411 057, Maharashtra, India.  
**Mobile No. 9823169822**  
**Email id - jayaraman@mbis.org**
- 1.5 The Tender documents should be submitted in a sealed envelope addressed to:  
**Head - Administration and Facilities Management,**  
Mercedes-Benz International School,  
P 26 Rajiv Gandhi Infotech Park, Phase I,  
Hinjawadi, Pune – 411 057,  
Maharashtra, India.
- 1.6. Should bear the name: **“Security Services”**



- 1.7 Tenders must be submitted during the office hours from Monday to Friday at the above given address physically in sealed envelopes only, and other qualifications, registrations, credentials, work experience of similar nature, etc.
- 1.8 Tenders can be submitted within 7 days of the publication of tender notice on our website. Any tenders received beyond given time shall not be entertained under any circumstances.
- 1.9 Trustee/s of MBEA and its committee reserves every right to appoint any authorized dealer, decide terms or to reject any tender without assigning any reasons. Decision of trustees of MBEA shall be final & binding and no claim of whatsoever nature shall lie against such decision.
- 1.10 Tenderers must consider and fill tenders for entire scope of work defined herein and shall not be filing it bifurcating the scope for any reasons. Any tender filled non-compliant to this term shall be invalid and deserves not to be even entertained.
- 1.11 Forms and scope of work and entire tender documents are found in subsequent section (Section 2 and Section 4).
- 1.12 For any queries contact numbers are given in the link or website.
- 1.13 Broadly scope of work is as follows:
- 1.14 Any additions, suggestions, deletions, postponement or inclusion of any new work or ancillary work can be done before finalization of appointment of **“Security Services”** mutually.



## **SECTION 2 - INSTRUCTIONS TO TENDERER**

### **2.1 Specification: Appointment of Security Services for Mercedes-Benz International School**

#### **2.2 Cost of Tender**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Mercedes-Benz Education Academy, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### **2.3 Tender Form / Document**

The services required, tender procedures and contract terms are described in the Tender Documents. In addition to the invitation to tender, the Tender Documents include:

- (a) Instructions to Tenderer; Section 2 of this document
- (b) Pro-forma General Conditions of Contract; Section 3 of this document
- (c) Technical Specifications; Section 4 of this document
- (d) Tender Form

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender or if any information given in the tender application or communicated by the tenderer relying on which, MBEA finalizes the tender and if any such information about tenderer is found wrong,



illegal or misleading, then irrespective of work done till then MBEA has and reserves right to cancel any such contract or tender at its sole discretion.

#### 2.4 Period of Validity of Tender

MBEA reserves right to put all tenders received in due time before its Managing Committee. Managing Committee may decide over tenders with or without consultation with tenderers and such decision will be communicated any time within 90 days from tender opening. Hence tenders quoted must be valid with all its specifications, quote etc., for the supply of required chassis.

#### 2.5 Format & Signing of Tender

The original and all copies of the tender shall be signed by the Tenderer or a person or persons duly authorized by the Tenderer. Proving of authenticity and reliability of tenderer and its tender document is sole responsibility of the tenderer.

The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### 2.6 Deadline for submission of Tender

SEALED envelopes containing Tenders must be received by MBEA at the address specified under paragraph 1.5 no later than **1400 HRS ON 29<sup>th</sup> May, 2019**



“MBEA” may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Documents in accordance with paragraph 2.4 in which case all rights and obligations of the MBEA and Tenderer’s previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.7 Modification and Withdrawal of Tenders

The Tenderer will not modify once or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawals is received by the MBEA prior to the deadline prescribed for submission of tenders.

The Tenderer’s or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 1.5. A withdrawal notice may also be sent by mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders. Authenticity of email id provided for such communication by tenderer and any notices, withdrawal notices received from such email id shall be the sole responsibility of the tenderer for which MBEA shall not be held responsible.

No tender may be modified subsequent to the deadline for submission of tenders.

It is made absolutely clear that, No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.



## 2.8 Opening of Tenders by MBEA

The MBEA will open tenders in the presence of those Tenderer's representatives who will have to attend, between **13:30 hrs to 15:00 hrs LOCAL TIME ON 31<sup>st</sup> May, 2019** (if there is a change in date, the tenderer will be informed) in the Conference Room or an alternative office designated by the Head – Administration & Facilities Management. The Tenderer' representatives who are present shall sign a register evidencing their attendance.

The Tenderers' names and tender prices, modifications, tender withdrawals and the presence or absence of details requested by the MBEA, at its discretion, may be announced at the opening. MBEA will prepare for its own record, minutes of the tender opening and these minutes shall be considered definitive.

## 2.9 Preliminary Examination

The MBEA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

Prior to the detailed evaluation, MBEA will determine the substantial responsiveness of each tender to the tender Documents. For these purposes a substantially responsive tender is one which confirms to all the terms and conditions of the Tender Documents without. MBEA's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.



A tender determined as not substantially responsive will be rejected by MBEA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.10 Evaluation and Comparison of Tender**

The MBEA will evaluate and compare only those tenders determined to be responsive.

A responsive tender should comply with the following: -

- (a) Furnish all information required by the tender document
- (b) Technical Specifications as detailed.
- (c) Submission of a tender valid for 90 days after the date of tender opening as prescribed by the MBEA.

## **2.11 Award Criteria**

The MBEA will award the Order to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the most acceptable evaluated tender, provided further that the Tenderer is determined to be qualified to perform the assigned job satisfactorily.

- 2.12 MBEA's Right to Accept Any Tender and to Reject Any or All Tenders without assigning reasons. MBEA reserves further right to reject all tenders if not found satisfactory or even otherwise to re-tender the entire process for protecting best interest of MBEA.

The MBEA reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of Contract,





without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the MBEA's action.

**2.13 Notification of Award**

Prior to the expiration of the period of tender validity, MBEA will notify the successful Tenderer in writing or email on given id that its tender has been accepted.

**2.14 Signing of Contract**

Within 7 days of the MBEA notifying the successful Tenderer that it's tender has been accepted, the MBEA will send the tenderer, a draft contract incorporating the terms and conditions of the agreement between the parties for review and confirmation of their acceptance of the terms and conditions of the draft. After which the MBEA will send to the Tenderer a finalized contract signed by the MBEA Signatory.

Within fifteen (15) days of receipt of the finalized Contract, the successful Tenderer shall sign and date the Contract and return it to the MBEA. Signatures by finalized tenderer on contract shall be conclusive proof of execution and existence of contract.

**2.15 Assurance by the “Security Services”**

The successful Tenderer shall, be solely responsible to follow all laws applicable and other norms, government directions, notifications, rules, regulations and see to it that, all designs plans etc., prepared in this respect gets sanctioned from the Competent Authorities. The Tenderer so appointed shall be primarily responsible for the work involved in this contract and shall indemnify and keep indemnified MBEA in respect of issues and cases arising out of this contract.



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International School**

The successful tender undertakes to submit for the approval of the MBEA a performance programme



## **SECTION 3 - PRO-FORMA GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the MBEA and a successful Tenderer who would thereafter be referred to as **"Security Services"** appointed for work involved for and on behalf of MBEA as recorded in the Contract Form signed by the parties, including all attachments and appendices hereto and all documents incorporated by reference therein;
- (b) "The Purchase Order/Contract Price" means professional fees payable to the **"Security Service Provider"** under the Contract for the full and proper performance of its contractual obligations;
- (c) "The MBEA" means the Mercedes-Benz Education Academy (MBEA)

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.



### **3.3 Use of Contract Documents and Information**

The “**Security Service**” once appointed, shall observe all precautionary measures for non-disclosure to any person other than those authorized in writing by MBEA in this respect.

**3.5 Delay in execution of works** – Work can commence from the time of signing the contract and to be completed within time schedule fixed during finalization of contract and subsequently in contract document.

**3.6 Taxes & Duties** - Taxes extra as applicable, will be paid to you. TDS will be deducted from the billed amount as per government guidelines prevalent at the time. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to your account.

### **3.7 Contractual Agreement**

The Submission of a tender will be taken as implicit and explicit acceptance of the General Conditions of Contract as described.



## **SECTION 4 - TENDER FORM AND PRICE SCHEDULE**

### 4.1 Tender Form

Date:.....

Tender No.: **MBEA/2019-20/002**

To: Mercedes-Benz Education Academy,  
Head Administration & Facility Management,

We, the undersigned, declare that:

- (a) We have examined, read all terms and conditions to our complete understanding and have no reservations, complaints or queries to the Tender Documents
- (b) We offer to provide our professional services in conformity with the Tender Documents and in accordance with the Delivery Schedules
- (c) The total price of our Tender, is excluding taxes is:

Rs
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Our tender shall be valid for the period of time specified in section 2.4 from the date fixed for the tender submission deadline in accordance with section 2.6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (d) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.



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(e ) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the tender for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Tender Submitted by (Name of Company): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

Tender Prepared By (Name): \_\_\_\_\_

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

Company Stamp: \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.