



Govt. of India Enterprise
Touching Lives, adding value

Alok Bharati Complex, 7th Floor,
Shahid Nagar, Bhubaneswar-751007, Odisha, India
Tel:+91 0674 2546848, Fax: +91 0674 2546847
Email:mmtcbbsr@mmtclimited.com, mkm@mmtclimited.com

NIT NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED. 09.07.2019

SUB:- NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP

MMTC Limited invites two-bid open tenders from reputed professional security /protecting agencies to provide round the clock security services to Owner's(MMTC) cargo of coal etc. lying at PPT plot in Paradip Port prohibited area. The last date of submission of tender is at **15.00 hours IST on 22th July, 2019 at MMTC Bhubaneswar office**, which will be opened at 16.00 hrs on the same day.

The complete details of the e-tender are available at MMTC's website www.mmtclimited.com and Govt. website at <http://eprocure.gov.in>

The bidders shall download the tender documents from the websites free of cost and submit the bids without any modification. In case of any modification/deviation the tender shall be summarily rejected.

CHIEF MANAGER (MIN.)

NIT NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED. 09.07.2019

SUB:- NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP

MMTC Limited, A Government of India Enterprises, Regional Office at Bhubaneswar, Alok Bharati Complex, 7th Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India (here in after called the Principal/Owner) invites sealed open Tender in two bid system(Technical Bid & Price Bid) from from reputed professional security /protecting agencies to provide round the clock security services to owner's cargo lying at PPT plot at Paradip Port on the terms and conditions as per **Annexure I** and others:

The bidder(s) are required to submit their sealed tender on or before **22th July, 2019 by 15.00 Hrs** at **MMTC Limited, Alok Bharati Complex, 7th Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India.**

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid and another for Price Bid, duly signed in each page containing documents mentioned. The **Technical Bid** will be **opened on 22th July, 2019 at 16:00 Hrs** and **Price Bid of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

i) Eligibility Criteria

- i. Has establishment at Paradip, Odisha to carry out the said operation.
- ii. Has undertaken similar security work for large/ medium organizations in last 3 years, at Paradip Port/ major port in India having service value of Rupees 15 lakh at least per anum.
- iii. Agents/Contractors shall have satisfactory/dispute free performance during last 3(three) years (from 2016-17 onwards) with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor which caused damage/risks to MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained.

- iv. Should have valid Security Service License in the names of Bidder and have valid permission from Paradip Port /Customs/ its jurisdiction.
- v. Should have valid GST Registration in the state Odisha.

2 . EMD/PBG:

EMD-Bidder should deposit **EMD** of Rs 20,000/- (Rupees Twenty Thousand only) in shape of DD from a Nationalized bank in favour of MMTC Limited payable at Bhubaneswar or transfer online to MMTC Account No. 10229909115 State bank of India, Commercial branch, Bhubaneswar ,IFS Code SBIN0006657. In case of online transfer, the copy of account statement showing transfer be enclosed with technical bid in place of DD. Unless the amount is credited before the opening of Technical bid to said MMTC A/C the bid will not be eligible and will be rejected.

The interest free EMD amount will be refunded to unsuccessful bidders. The amount will be retained as a part of Performance Guarantee of L-1 bidder.

PBG amount shall be of Rs. 50,000/- (Rupees fifty Thousand only) which shall be paid in cash for Rs. 30,000/- after appropriating EMD of Rs. 20,000/- from success bidder. The PBG amount will be be refunded after successful completion of awarded work without any interest.

3. **The Scope of Work :** Please see Annexure A

4. **Mode of Submission :**

The bids(s) is / are to be submitted in following manner:

- a. **Technical Bid: As per Annexure I (To be filled up and docs attached)**
- b. **Price Bid: In Price Bid format as Annexure- II**

First Envelop super scribing **“Techno Commercial Bid: “Part -I,**
NIT NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED. 09.07.2019
FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP “

Second Envelop superscribing **“Price Bid: Part -II**
NIT NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED. 09.07.2019
FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP “

Both the above envelopes containing Techno Commercial Bid and Price Bid in **Part -I & Part-II, shall be put in another envelop super scribing**
“ Tender NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED. 09.07.2019
FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP”

4(A). Due date for submission:

The last date & time for submission of two bid tender along with above documents is **15.00 Hrs 22nd July, 2019** and opening of the same at 16:00 Hrs on the same day. The rates quoted by the bidders in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid (part-1) and if the same is found in part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-II) only.

5. AWARD OF CONTRACT:

The MMTC Limited,RO,BBSR shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions.

6. Tenure of the Contract:

The contract will be valid from the date of work order to 31-3-2020 and further may be extended by owner for another one year with same L/1 price, terms and conditions, depending upon the performance of the bidder.

7. TERMS OF PAYMENT:

Original Bills in triplicate will be sent through MMTC, SRO, Paradip. MMTC will make payment online within a month from the date of receipt of the bills.

8. TAXES

The Bidder/ Contractor shall bear all statutory dues including taxes, duties, EPF, ESI charges or levies that may be assessed, imposed or levied upon the Contractor / bidder in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. GST as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor/ bidder and the Principal/Owner shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

9. GENERAL TERMS AND CONDITIONS:

MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof. MMTC does not guarantee any value of service.

10. TERMINATION.

If the Contractor/ bidder commit breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor/ bidder to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement by giving notice within 15 days.

11. FORCE MAJEURE.

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.”

12. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Bhubaneswar, the award made in pursuance thereof shall be binding to the parties.

13. FRAUD PREVENTION

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all necessary measures to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.gov.in>(<http://mmtclimited.gov.in/>)/)during their

participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

2. **Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
3. **Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages



of the Contract value or the amount equivalent to Performance Bank Guarantee.

14. HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

SCOPE OF WORK

- 1) The Contractor / Bidder/agency will perform 24 hours watch and ward, services towards protecting owner's cargo at PPT plot.
- 2) The Contractor / Bidder/ agency shall deploy its personnel in consultation with SRO, Paradip.
- 3) The Contractor / Bidder/agency shall deploy minimum one guard per 8 hrs shift i.e. three (3) guards per day or, shall deploy two guard per 8 hrs shift i.e. six (6) guards per day depending upon the volume of coal stack as advised by SRO Paradip from time to time.
- 4) The Contractor / Bidder/agency shall obey the rules and regulation of PPT, Customs, Labour law and other statutory norms.
- 5) The Contractor / Bidder/agency shall deploy the guards with all protecting equipments, uniform with proper PPT pass I/Card etc at their own cost.
- 6) In case of any attempt of mis-happening of cargo without MMTC's permission should be brought to the notice of SRO, Paradip.
- 7) In case of any theft, mis- appropriation of cargo in the plot, the contractor shall be held responsible and MMTC may impose penalty as deemed fit (forfeiture of PBG) including termination of the contract/work order.

ANNEXURE -I

(TECHNICAL BID)

We agree to above terms.

This Agreement is signed by representative's empowered with due and appropriate authorization. This Agreement is signed at Bhubaneswar/Paradip. Court at Bhubaneswar/Cuttack shall have jurisdiction in the matter.

We declare that presently our company/firm M/S -----
----- has not been black listed or debarred by any Govt. Company/PSU/Dept. In the past our company/firm has complied all relevant rules and regulation including GST and no pending cases of GST input credit remained in any Govt./CPSU/SPSU/ Department served by us.

Place_____

Date_____

Contractor

Signature_____

Name

Designation_____

Company Seal/Stamp

OTHER DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

Technical Bid is to be submitted duly enclosed with the following documents:

1. Terms & Conditions of the tender including Annexure -I duly signed & stamped in each page.
 2. Mandatory Information Form at Annexure -III duly signed.
 3. Self certified copy of valid Registration No of the company/agency as per the Act.
 4. Self certified copy of Article of Association.
 5. Self Certified Copy of valid permission for Security services works issued by proper Authority of jurisdiction of Paradip Port/ Customs.
 6. Self Certified Copy of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in Security services activities during last three years at Paradip/ major port in India (Of service value Rs.15 Lakhs per annum).
 7. Self Certified copies of valid PAN No., valid GSTIN (Under Odisha state), EPF , ESI No etc.
 8. Self certified copy of last three month of GST Return.
 9. Price Bid (duly signed) submitted in sealed envelop

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : _____

Name

Designation

Telephone No: _____

ANNEXURE-II

NIT NO. MMTC/BBSR/PPT COAL PLOT/SECURITY/2019-20/01 DATED 09.07.2019

PRICE BID

SUB:- NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES AT COAL PLOT IN PPT, PARADIP

Sl No.	Description	All inclusive Rate in INR, Taxes extra
A	Monthly Rate for deploying three(3) guards per day (i.e. one person per 8hrs shift)	₹.....
B	Monthly Rate for deploying six (6) guards per day (i.e. two persons per 8 hrs shift)	₹.....

Average rate (for both A +B) = (A+B)/2 = ₹.....

NB: i) The Average rate will taken in to account to determine Lowest rate.

ii) The above rates are valid for one month for acceptance by MMTC.

iii) MMTC limited reserve the right to accept/reject/ cancel any or all offers and/or give works to one /more bidders as per the requirements without assigning any reason(s) thereof.

Place : _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Company Seal/Stamp _____