



A Govt. of India Enterprise  
*Touching Lives, adding value*  
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**NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016**

MMTC Limited Kolkata invites bids for appointment of Protecting Agent/Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Kolkata Port. **The last date of submission of tender is at 15:00 hours IST on 26.08.2016.**

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

ADDL. GENERAL MANAGER (Agro)



**NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016**

**SUB: TENDER FOR APPOINTMENT OF PROTECTING AGENT/SURVEYOR AT KOLKATA PORT FOR IMPORTED BULK/BAGGED/CONTAINERIZED CONSIGNMENTS OF AGRICULTURAL COMMODITIES**

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender in two bids system for appointment of Protecting Agent/Surveyor for Supervision, Weighment, Survey and related activities w.r.t. imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Kolkata Port on the terms and conditions as below :

The bidder(s) are required to submit their sealed tender on or before **26.08.2016 by 15:00 Hrs** at **MMTC Limited, 4<sup>th</sup> Floor, NIC Building, 8, India Exchange Place, West Bengal.**

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 26.08.2016 at 16:00 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

MMTC Limited will be importing agricultural commodities, like pulses, grains and Edible Oil in bulk/bagged/containerized consignments at Kolkata Port.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

**1. Eligibility Criteria**

- i. Bidders should have minimum experience of 3 (three) years in Supervision, Weighment, Survey and related activities w.r.t. imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Kolkata Port for Government organizations or public sector enterprises or reputed private importers at Kolkata port.
- ii. Bidder should have establishment at Kolkata Port to carry out the said operation.
- iii. Bidders shall have satisfactory/dispute free performance with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained.

(TO BE SIGNED AND STAMPED BY BIDDER)



- iv. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.25,000/-(Rupees Twenty Five Thousand only) in the form of a crossed Demand Draft/Pay Order/RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Kolkata in favour of "MMTC LIMITED". Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within two weeks.
- v. Bidder should submit one copy of signed and stamped tender document by Authorized representative of company as a token of acceptance of tender terms & conditions.
- vi. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure III.

## **2. Mode of Submission**

The bid(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: NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016 FOR APPOINTMENT OF PROTECTING AGENT/SURVEYOR OF AGRO COMMODITIES . "**

Second Envelop super scribing **"Price Bid: NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016 FOR APPOINTMENT OF PROTECTING AGENT/SURVEYOR OF AGRO COMMODITIES. "**

Both the above two separate envelopes containing Techno Commercial Bid and Price Bid shall be put in another envelop super scribing **"NIT NO. MMTC/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016 FOR APPOINTMENT OF PROTECTING AGENT/SURVEYOR OF AGRO COMMODITIES."**

## **3. Due date for submission:**

The last date & time for submission of two bid tender along with above documents is **15:00** Hrs on **26.08.2016** and opening of the same at **16:00** Hrs on the same day. The rates quoted by the contractors 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-I) 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.

(TO BE SIGNED AND STAMPED BY BIDDER)



#### **4. Performance guarantee:**

MMTC shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-I** ) for an amount Rs. 2,00,000/- (Rupees Two Lakh only). The successful bidder shall establish the Performance Guarantee (PG) within 3 days of the issue of the contract. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Kolkata Branch. The PG Bond shall be kept valid for one year. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

The successful bidder may also submit performance guarantee of Rs 2,00,000/- in the form of DD/Pay order or deposit through RTGS in the account of MMTC Kolkata.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC may award the contract to the next Bidder or may invite fresh Bids or may decide as deemed fit, and MMTC shall forfeit the EMD of the L1 bidder.

#### **5. Scope of work**

PROTECTING AGENT/SURVEYOR shall maintain close liaison with shipping agent and Clearing & Handling Agent nominated by MMTC to know in advance about arrival of the cargo to undertake following scope of works

##### 1. DISCHARGE PORT

##### A. RECEIVING OF CONTAINERISED BAGGED CARGO.

- i Supervision of Weighment ( Gross and tare weight) of containers at nominated weighbridge.
- ii Inspection of warehouse(s)
- iii Supervision of Unloading of bagged cargo at warehouse(s), drawing of sample at separate points, sample analysis, stacking etc.
- iv. Supervision of transportation/Delivery from CFS/godown/plot shed to nominated warehouse(s)
- v. B/L wise unloading report to MMTC .
- vi. Supervision of operations at the time of delivery of cargo to buyers.
- vii. Periodical report of stock position.
- viii. Maintenance of separate stock register.
- ix. Submission of daily status report to MMTC officials in respect of each vessel, containers B/L wise.

(TO BE SIGNED AND STAMPED BY BIDDER)



- x. Submission of daily report of stock unloading, movement of cargo, stacking of cargo etc.
- xi. Submission of stock statement on daily basis.
- xii. Any other jobs as and when assigned.

**B. RECEIVING OF CONTAINERISED CARGO (LOOSE IN BULK)**

- i. Supervision of Weighment ( Gross and tare weight) of containers at nominated weighbridge.
- ii. Supervision of De-stuffing of containers and Bagging at warehouse(s)/ plot/shed
- iii. Supervision of transportation/Delivery from CFS/godown/plot shed to nominated warehouse(s)
- iv. Inspection of godowns, sampling of damaged/spilled cargo, supervision of segregation of cargo, sweeping, re-bagging & sample analysis at separate point, stacking etc.
- v. B/L wise unloading report to MMTC .
- vi. Periodical report of stock position.
- vii. Maintenance of separate stock register.
- viii. Supervision of operations at the time of delivery of cargo to buyers.
- ix. Periodical report of stock position.
- x. Maintenance of separate stock register.
- xi. Submission of daily status report to MMTC officials in respect of each vessel, containers B/L wise.
- xi. Submission of daily report of stock unloading, movement of cargo, stacking of cargo etc.
- xii. Submission of stock statement on daily basis.
- xiv. Any other jobs as and when assigned.

**C. RECEIVING OF BREAK BULK CARGO**

- i. On board survey & sampling of cargo.
- ii Supervision of unloading of cargo at plot/shed .
- iii Supervision of Bagging on board/ plot/shed and stacking
- iv Weighment supervision ( Gross and tare weight) of trucks loaded with bagged cargo at nominated weighbridge
- v Supervision of transportation/delivery from plot/shed to nominated warehouse(s)
- vi Supervision of sweeping of spilled cargo, re-bagging ,sampling etc.

(TO BE SIGNED AND STAMPED BY BIDDER)



vii Inspection of warehouse(s)

viii Supervision of Unloading of bagged cargo at nominated warehouse(s) and stacking

ix B/L wise unloading report to MMTC .

x Periodical report of stock position.

xi Maintenance of separate stock register, which shall be made available to MMTC's Representative

## 2. DELIVERY FROM WAREHOUSES, JETTY ETC.

- i. Surveyor shall ensure that all Deliveries are made in accordance with the Delivery Order/release order issued by MMTC. Surveyor shall be wholly responsible if any excess delivery than the quantity for which DD/RO is issued: any loss due to negligence of surveyor in supervision of delivery shall be to surveyors account.
- ii. PP Bags analysis for Total Weight Size Measurements and Count (Denier).
- iii. Final report on completion of delivery and / or receiving mentioning Moisture content at the time of delivery and receiving.
- iv. Periodical report of stock position.
- v. Maintenance of separate stock register, which shall be made available to MMTC's representative.

## 3. General.

- i. Sufficient manpower to be deployed for each operation till the liquidation of cargo from warehouse.
- ii. The above scope of work is not exhaustive and includes any other job related to the operation.

## 4. Submission of report.

Surveyor shall furnish the following reports:-

(TO BE SIGNED AND STAMPED BY BIDDER)



## a) Format for receiving :-

Date	B/L No.	Container No.	B/L Qty.		Recd. Qty.		Godown
			Qty. In MTs	Bags	Qty. In MTs	Bags	

## b) Format for delivery :-

Date	Commodity	Party Name	DO No. & date	Opening stock		Quantity delivered		Closing stock		Truck No.	Godown
				Bags	Weight	Bags	Weight	Bags	Weight		

## c) Format for stock :-

Date	Warehouse	Commodity Qty.	Opening stock Of Month		Receiving		Delivery		Closing Stock	
			MTs	Bags	MTs	Bags	MTs	Bags	MTs	Bags

(TO BE SIGNED AND STAMPED BY BIDDER)



In case of delay in submission of reports/certificates in original beyond 10 working days, penalty will be imposed on surveyor as follows :

Sl. No.	Period	Penalty
1.	11 <sup>th</sup> to 15 <sup>th</sup> day	Rs.500/- per report / certificate
2.	16 <sup>th</sup> to 30 <sup>th</sup> day	Rs.750/- per report / certificate
3	Beyond 30 <sup>th</sup> day	Rs.1000/- per report / certificate

5. Reports of receipts/deliveries to be submitted daily and also periodically as per requirement of MMTC as and where requisitioned.
6. Reports for sampling of cargo as per contract on arrival at discharge port should be submitted within 10 (Ten) days.
7. Any other related jobs assigned, if any, as and when required.

#### **6. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1). The cumulative offer shall be consider for determining L1 price.

#### **7.Tenure of the Contract:**

The contract will be initially valid for 1 year from the date of issuance of LOI/Contract and may be extended for further periods on mutual consent in writing.

#### **8. TERMS OF PAYMENT:**

Within 21 days of handing over the original bills along with supporting documents to MMTC. Payment shall be made on bills raised on activities performed only.

#### **9.CANCELLATION OF CONTRACT**

If the successful bidder fails to perform its obligations within stipulated time for reasons other than Force Majeure, MMTC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of EMD. The seller shall not be liable at any costs, damages and consequences upon such cancellation of the contract.

(TO BE SIGNED AND STAMPED BY BIDDER)





## **10. FORFEITURE OF PERFORMANCE GURANTEE/ EMD**

MMTC reserves the right to forfeit the EMD in case the successful bidder fails to perform the contractual obligation within the stipulated time or commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Tender/Contract.

## **11. TAXES**

Income Tax shall be deducted at source and the same shall be paid to the tax authorities on account of the Surveyor/Protecting Agent and MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, Surveyor/Protecting Agent shall produce proof of above payments.

## **12. EXTENSION OF CONTRACT.**

This contract is valid for 1 year from the date of signing of contract. MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

## **13. GENERAL TERMS AND CONDITIONS:**

- a) 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.
- b) MMTC may at its discretion empanel one or more Surveyor/Protecting Agent against this tender subject to matching L1 price.
- c) The Surveyor/Protecting Agent shall not keep lien on the material at any point of time.
- d) The Surveyor/Protecting Agent shall coordinate officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) MMTC can appoint and utilize the services of other Surveyor/Protecting Agent whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
- f) In case of failure on the part of Surveyor/Protecting Agent to get the required work done, MMTC shall get the same done from other agency at the market rates and Surveyor/Protecting Agent shall have to bear the difference in the market rate paid by MMTC and the contractual rate.
- g) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- h) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by MMTC shall prevail and shall be final and binding on the Surveyor/Protecting Agent.

## **14. How to fill up the bid:**

It shall be the responsibility of the persons submitting the tender should carefully read the tender documents and to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of

(TO BE SIGNED AND STAMPED BY BIDDER)



any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

**15. TERMINATION.**

If the Surveyor/Protecting Agent commits breach of any provisions of the Agreement, MMTC shall notify the Surveyor/Protecting Agent to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement by giving notice as deemed fit by MMTC.

**16. FORCE MAJEURE.**

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

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.

**17. 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 Arbitration & Conciliation Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

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(Additional General Manager)  
MMTC Limited

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-I**

**TECHNICAL BID**

**'PART-1'**

1. NAME OF BIDDER:
2. ADDRESS OF BIDDER:
3. LEGAL STATUS OF BIDDER: \_\_\_\_\_  
(i.e. whether a Company, Partnership Firm, Proprietorship, etc.)
4. NAMES OF THE PROPRIETOR/ PARTNER / DIRECTORS :
5. TELEPHONE NUMBER, FAX NUMBER, E-MAIL ID : \_\_\_\_\_  
(Identity proofs of dealing persons and details of immovable property owned by firm/proprietor/partners/directors to be enclosed)
6. Name of Contact person: \_\_\_\_\_
7. YEAR OF ESTABLISHMENT : \_\_\_\_\_
8. SERVICE TAX REGISTRATION NO :  
\_\_\_\_\_(CERTIFIED PHOTOCOPY TO BE  
ENCLOSED)
9. NAME OF BANKERS \_\_\_\_\_
10. INCOME TAX PERMANENT ACCOUNT NUMBER :  
\_\_\_\_\_(CERTIFIED PHOTOCOPY AS PROOF TO  
BE ENCLOSED)
11. OTHER DETAILS, IF ANY, PLEASE SPECIFY

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-I****TECHNICAL BID****'PART-3'**Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ 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

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-III**

**Sub: Letter of Authorisation**

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri \_\_\_\_\_ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us instead to carry on the business of the concern, whether any intimation of such change is given to the General Manager, MMTC Kolkata or not.

The specimen signature of Shri ..... is given below:-

1. Name:
2. Signatue:

Yours faithfully,

(SIGNATURE OF BIDDER)

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-II****PART B : PRICE BID****NIT NO. MMTCL/KOL/SURVEY/AGRO/16-17/001 dated 04.08.2016****PRICE BID****PRICE BID FOR APPOINTMENT OF PROTECTING AGENT/SURVEYOR AT KOLKATA PORT FOR IMPORTED BULK/BAGGED/CONTAINERIZED CONSIGNMENTS OF AGRICULTURAL COMMODITIES AT KOLKATA PORT**

NAME OF THE BIDDER:

Sl No.	EMD Amount with Details	Particulars	Price offered per MT in Indian rupees (excluding taxes)
1		Containerized bagged Cargo:	
		Containerized Cargo (Loose in Bulk):	
		Break bulk Cargo:	
		Service Tax	
	Total		

We have carefully gone through the terms & conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

**Date:****Place:****Signature of the Proprietor/bidder****With Stamp & Seal of the Firm**

(TO BE SIGNED AND STAMPED BY BIDDER)

**APPENDIX -I****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(Ona stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank)

Sub: Tender No. \_\_\_\_\_

**The General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place, Kolkata 700001**

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Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with M/s. \_\_\_\_\_ (name) address \_\_\_\_\_ , (hereinafter called the XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. \_\_\_\_\_.
- 3) AND WHEREAS at the request of the 'XX', we \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. \_\_\_\_\_. Our Guarantee shall remain in force until \_\_\_\_\_.

(TO BE SIGNED AND STAMPED BY BIDDER)



- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before .....
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. \_\_\_\_\_ only by MMTC.
- 11) We \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

(TO BE SIGNED AND STAMPED BY BIDDER)