



**NIT NO. MMTC/KOL/AGRO/HA/17-18/01 dated 19.07.2017**

**SUB: TENDER FOR APPOINTMENT OF HANDLING AGENT AT KOLKATA FOR PULSES (Red Lentils)**

MMTC Limited, A Government of India Enterprise, Regional Office, NIC Building (4<sup>th</sup> Floor), 8 India Exchange Place, Kolkata 700 001 (hereinafter called the MMTC) invites Sealed offers in two bid system for handling of pulses on the terms and conditions as below. The bidder(s) are required to submit their sealed tender latest by 14:30 Hrs on 08.08.2017 to the **ADDITIONAL GENERAL MANAGER (AGRO), MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**. The offer is required to be submitted in two separate sealed envelopes i.e. one for "Technical Bid" and the other for "Price Bid". The **Technical Bid** will be **opened on 08.08.2017 at 15:00 Hrs** and the **"Price Bids" of only the technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

**TERMS AND CONDITIONS:**

**1. Eligibility Criteria**

- i. Bidders should have an office at Kolkata to carry out the said operation. Bidders should have valid Trade License and registration under GST & Income Tax Act.
- ii. Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU. In case of any incident of dispute/misdemeanor with MMTC/any other PSU in the past, such Bid shall not be entertained.
- iii. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order in favour of "MMTC Limited" drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata in favour of "MMTC LIMITED" or through RTGS. 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 one month from the date of awarding the tender. The EMD of the successful bidder will be adjusted towards the part performance guarantee. RTGS details are as follows:

- State Bank of India A/C NO. 11051192270
- CAG Branch Kolkata
- IFSC CODE: SBIN0009998

**2. Mode of Submission**

The bids are to be submitted in following manner:

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

**The 'Technical Bid' and the 'Price Bid' must be placed inside 2(Two) separate sealed envelopes as follows:**

First Envelop superscribing **"Technical Bid: Tender No. NIT NO. MMTC/KOL/AGRO/HA/17-18/01 dated 19.07.2017"**



Second Envelop superscribing "**Price Bid: Tender No. NIT NO. MMTC/KOL/AGRO/HA/17-18/01 dated 19.07.2017**"

Both the above two separate envelopes containing the 'Technical Bid' and 'Price Bid' **shall be put in another sealed envelop superscribing "Tender No. NIT NO. MMTC/KOL/AGRO/HA/17-18/01 dated 19.07.2017"**

**Due date for submission:**

The last date & time for submission of the bid along with above documents is at 14:30 Hrs on 08.08.2017 and opening of the Technical Bid at 15:00 Hrs on the same day and the Price Bid will be opened subsequently only for the qualified Technical Bids. The rates quoted by the bidders in the tender will remain valid for one month from the date of opening the tender for acceptance by MMTC. There should not be any indication /mention of prices in the technical bid and if the same is found in technical bid, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid only.

**3. Performance guarantee (PG):**

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 deposit by way of Demand Draft/Pay Order in favour of "MMTC limited" or RTGS towards performance guarantee equivalent to 5% (five percent) of the contractual value including the EMD within 3 (Three) days from the date of issuance of LOI by MMTC. Non-performance of the contract in part or full will be construed as a failure and the PG will be invoked.

In the event of the failure of the successful Bidder to furnish PG within the stipulated time, MMTC may award the contract to the next lowest Bidder or may invite fresh Bids at its discretion and MMTC shall forfeit the EMD of the successful bidder.

**4. Quantity of Handling:** 50,000 MT (Approx)

**5. Scope of work**

The successful bidder (herein after referred to as the HANDLING AGENT) shall perform activities in connection with handling of pulses and other related activities in or around Kolkata. HANDLING AGENT shall undertake as per the followings Scope of Work:

1. HANDLING AGENT shall liaison with MMTC-Kolkata and CWC godown officials for delivery of cargo. Address of CWC godowns are as follows:
  - i) Central Warehousing Corporation  
Import & Export Godown  
Opposite Gate No. 4 NSD  
1, Circular Garden Reach Road  
Kolkata-700043
  - ii) Central Warehousing Corporation  
Central warehouse-Panchpara  
Satyen Bose Road, P.O-Radhadasi  
Howrah-711103

(TO BE SIGNED AND STAMPED BY BIDDER)



- iii) Central Warehousing Corporation  
Industrial Growth Centre, P.O: Mahish  
Rekha, P.S: Uluberia  
Dist: Howrah  
Pin: 711315
- iv) Central Warehousing Corporation,  
Rehabilitation Industries Corpn. Ltd.,  
Industrial Estate, Bonhooghly,  
Kolkata-700108
- v) Central Warehousing Corporation,  
Kishoree Mohan Banerjee Road, Panihati,  
Dist: 24 Parganas (North),  
W.B, Pin: 700114
2. HANDLING AGENT shall undertake cargo weightment (Gross and Tare weight) at weighbridges nominated by MMTC.
  3. HANDLING AGENT shall arrange labors for de-stacking & loading jobs. HANDLING AGENT shall ensure that laborer shall use minimum hooks while loading of bags onto trucks.
  4. On receipt of valid Delivery Orders (In Original) issued by authorized MMTC officials, HANDLING AGENT shall coordinate with MMTC, its surveyor and respective CWC godown for delivery of bagged cargo from designated godowns onto truck lorries. Delivery of cargo from the godown shall be done only after getting written instructions from MMTC and under the supervision of surveyor nominated by MMTC for the same in the presence of MMTC and CWC officials. HANDLING AGENT shall arrange labors for the above jobs.
  5. Authorized representatives of HANDLING AGENT shall sign the weightment slip, delivery challan, and all related documents.
  6. Any delay and detention of containers/Trucks/Lorries at CWC godowns shall be to the account of HANDLING AGENT due to their fault.
  7. HANDLING AGENT will monitor the progress on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity delivered.
  8. HANDLING AGENT shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of MMTC, under any circumstances.
  9. HANDLING AGENT shall be responsible for any shortage or damage of the product during handling of cargo. If found short or damaged, it will be compensated by the HANDLING AGENT on demand by MMTC.
  10. It will be the responsibility of HANDLING AGENT to make all arrangements like deployment of manpower to supervise the entire transaction

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11. HANDLING AGENT shall arrange at their cost all work connected with weighment, supervision of de-stacking and loading work.
12. On termination of contract either on completion of the work or in terms of para no.14 above, HANDLING AGENT shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.
13. In case HANDLING AGENT fails to comply with any clause or terms and conditions of this contract, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
14. HANDLING AGENT shall strictly abide by all the rules and regulations of the Government and local authorities.
15. HANDLING AGENT shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of HANDLING AGENT or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
16. HANDLING AGENT shall be paid for the work/jobs/services as aforesaid at the agreed rates as per the price bid at Annexure-III. Charges of standardization, weighment and stitching into bags of spillage/sweeping cargo shall be paid to HANDLING AGENT as per declared quantity of spillage/sweeping cargo only.
17. Any other related jobs assigned as and when required

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

MMTC shall award the contract to the Lowest Bidder (L1) as per the "Price Bid". The successful bidder shall enter into a contract with MMTC.

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

The contract will be initially valid for a period of Two years from the date of signing of contract and may be extended for further periods on mutual consent in writing.

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

Within 15 days from the date of receipt of Bill at MMTC Kolkata office along with supporting documents.

#### **9. TAXES**

The HANDLING AGENT shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the HANDLING AGENT or its agencies in connection with the

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contract. MMTC shall in no way be responsible for such taxes and duties. GST as applicable shall be paid by MMTC. Income Tax which MMTC 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 HANDLING AGENT and MMTC shall provide the HANDLING AGENT tax deduction certificate. Wherever necessary, HANDLING AGENT shall produce proof of above payments.

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

- a) MMTC reserves the right to accept/reject any or all the offers submitted against this tender in whole or in part without any notice or without assigning any reason thereof.
- b) If L1 bidder fails to comply with the tender terms, MMTC reserves the right to make an offer to L2 bidder subject to matching L1 price .
- c) The HANDLING AGENT shall not keep lien on the material at any point of time.
- d) The HANDLING AGENT shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) In case of failure on the part of HANDLING AGENT to get the required work done, MMTC shall get the same done from other agency at the market rates and HANDLING AGENT shall have to bear the difference in the market rate paid by MMTC and the contractual rate.
- f) Any amendments to this contract shall be valid only when both the parties to said contract mutually agree and sign the amendment.
- g) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by the General Manager, MMTC, Kolkata shall prevail and shall be final and binding on the HANDLING AGENT.
- h) MMTC shall make payment to HANDLING AGENT on actual quantity delivered at designated warehouses as per independent surveyor report .Payment shall be made only against actual work performed by the Handling Agent.

#### **11. Termination clause:**

11.a) MMTC reserves the right to terminate the contract with the handling agent by giving 30 days notice without assigning any reason thereof. This will not however absolve HANDLING AGENT of the responsibility to pursue and settle claims of MMTC during pendency of the contract.

11.b) MMTC shall have the right to terminate the contract without notice in case HANDLING AGENT fails to perform its obligations as per the contract. MMTC may appoint other HANDLING AGENT at the costs and risks of handling agent and performance guarantee shall be forfeited.

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

It shall be the responsibility of the persons submitting the tender to carefully read and understood the tender documents and to ensure that the tenders have been submitted in the prescribed formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

#### **Contact person for seeking any clarification:**

Sl No	Name	Designation	Contact No.	Mobile No.
1	Shri A. Hembram	Addl. General Manager	033-22546003	9830155721
2	Shri B. Biswas	Manager	033-22546020	9434051929

(TO BE SIGNED AND STAMPED BY BIDDER)



E-mail: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)  
[bidyutbiswas@mmtclimited.com](mailto:bidyutbiswas@mmtclimited.com)  
Website: [www.mmtclimited.com](http://www.mmtclimited.com)

### **13. Fraud Prevention Policy**

**(1) Commitments of the Bidder(s)/Contractor(s):** The Bidder(s)/Contractor(s) shall be bound to take all measures necessary 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 [www.mmtclimited.com](http://www.mmtclimited.com) 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) 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 exHandling Agentnge any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(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 in the bidding process.
- c. The Bidder(s)/Contractor(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) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- e. The Bidder(s)/Contractor(s) if any 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 **Clause 13(1)** 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) 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)/Contractor(s) from the tender process prior to the award of during execution according to **Clause 13(2)**, 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.

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#### **14. 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.

A certificate issued by any Chamber of Commerce at the place of occurrence of such incident(s) will have to be submitted by either party invoking such Force Majeure clause within 15(fifteen) days of such occurrence.

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.

#### **15. 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 amendments thereof. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties.

**16.** Only the courts in Kolkata will have the jurisdiction under this contract.

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ADDL.GENERAL MANAGER (Agro)

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-I****TECHNICAL BID****'PART-1'**Mandatory Information of Bidder

Company Name	:	
Company's Legal Status (i.e. whether a Company, Partnership Firm, Proprietorship, etc.)	:	
Registration Number	:	
Registered Address	:	
Name of Proprietor/Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
GSTIN Registration Number (Self attested copy to be enclosed)	:	
Income Tax Permanent Account Number (Self attested copy to be enclosed)	:	
Name and address of Bankers	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	
Fax	:	

Signature of the bidder : \_\_\_\_\_

Name

(TO BE SIGNED AND STAMPED BY BIDDER)





Designation

**ANNEXURE-I**

**TECHNICAL BID**

**'PART-2'**

1. Bidder should submit self attested copies of GST registration certificate, PAN and Trade License.
2. The tender should be accompanied by EMD of Rs.50,000/-(Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order/ RTGS.
3. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure II.
4. Bidder should submit one copy of signed and stamped on all pages of the tender document by Authorized representative of company as a token of acceptance of the tender terms & conditions.

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-II**

**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 to carry on the business of the firm/company, whether any intimation of such Handling Agent 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)

With official stamp

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-III****PRICE BID****NIT NO.MMTC/KOL/AGRO/HA/17-18/01 dated 19.07.2017****PRICE BID FOR HANDLING AND OTHER RELATED ACTIVITIES FOR BAGGED CARGO OF PULSES.**

<b>SI No</b>	<b>Description</b>	<b>Rate quoted (Rs/PMT)*</b>
1	De-stacking & Loading charges including all labor related charges for loading the cargo onto trucks lorries from nominated warehouse at the time of delivery from CWC Godowns.	
2	Weighment charges (Gross and Tare weight).	
3	Standardization, weighment and stitching into bags of spillage/sweeping cargo. Empty bags will be provided by MMTC.	
	Total	
	GST rate ( in Percentage)	.....%

**\* BIDDER TO QUOTE RATES EXCLUSIVE OF GST (GOODS AND SERVICE TAX)**

(SIGNATURE OF BIDDER)

With official stamp

(TO BE SIGNED AND STAMPED BY BIDDER)