



A Govt. of India Enterprise  
*Touching Lives, adding value*  
Ground Floor  
Block-V, HOUSEFED Complex  
Dispur, Guwahati-781006  
Tel-0361-2267766  
Email:mantu@mmtclimited.com

**NIT NO. MMTC/NE/AGRO/ HA/16-17/03 dated 30.03.2017**

MMTC invites offers for handling & supervision etc. of bagged containerized consignments of pulses at Guwahati, Assam. **The last date of submission of tender is at 14:00 hours IST on 07.04.2017.**

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>

Manager, MMTC-Guwahati



**NIT NO. MMTC/NE/AGRO/ HA/16-17/03 dated 30.03.2017**

**SUB: TENDER FOR APPOINTMENT OF HANDLING AGENT AT GUWAHATI FOR CONTAINERIZED (BAGGED) CONSIGNMENTS OF PULSES**

MMTC Limited, a Government of India Enterprise, Sub- Regional Office at Ground Floor, Block-V, HOUSEFED Complex, Dispur, Guwahati-781006 (hereinafter called the MMTC) invites Sealed offer in two bid system for handling of pulses in containerized (Bagged) consignments on the terms and conditions as below :

The bidder(s) are required to submit their sealed tender on or before 07.04.2017 by 14:00 Hrs at

**MMTC Limited,  
Ground Floor,  
Block-V, HOUSEFED Complex,  
Dispur, Guwahati-781006  
Tel-0361-2267766**

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 07.04.2017 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 ARE AS FOLLOWS:**

**1. Eligibility Criteria**

- i.** Bidders should have minimum experience of one year in handling activities of commodities in bulk/containers.
- ii.** Bidders should have establishment at Guwahati to carry out the said operation. Bidder should have valid registration under Service Tax Act & Income Tax Act and Trade License.
- iii.** 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.
- iv.** 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/RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Guwahati 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 from the date of awarding the tender and the EMD will be adjusted towards the performance guarantee for the successful bidder. RTGS details are as follows:

Beneficiary: MMTC Limited  
Name of the Bank: Indusind Bank  
A/c No: 201000671571  
IFSC Code: INDB0000662  
Branch: Beltola Branch, Branch Code: 000662

(TO BE SIGNED AND STAMPED BY BIDDER)



## **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**

First Envelop superscribing **"Technical Bid: Tender No. NIT NO. MMTC/NE/ AGRO/HA/ 16-17/03 dated 30.03.2017"**

Second Envelop superscribing **"Price Bid: Tender No. NIT NO. MMTC/NE/ AGRO/HA/ 16-17/03 dated 30.03.2017"**

Both the above two separate envelopes containing 'Technical Bid' and 'Price Bid' **"shall be put in another envelop superscribing Tender No. NIT NO. MMTC/NE/ AGRO/HA/16-17/03 dated 30.03.2017"**

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

The last date & time for submission of the bid along with above documents is 14:00 Hrs on 07.04.2017 and opening of the Technical Bid at 14:30 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 15 (Fifteen) days 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.

## **4. 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 in cash by way of Demand Draft/Pay Order/RTGS 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 P.G. will be invoked.

In the event of the failure of the 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 L1 bidder.

## **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 Guwahati. Container Corporation of India Ltd (CONCOR) shall transport containers from Krishnapatnam port to CONCOR railhead at Amingaon and thereafter transport the containers to CWC godown at Amingaon Guwahati or any other godown(s) in and around Guwahati. HANDLING AGENT shall undertake as per the followings Scope of Work:

(TO BE SIGNED AND STAMPED BY BIDDER)



1. HANDLING AGENT shall coordinate and plan with MMTC-Guwahati, CONCOR and MMTC's appointed surveyor for movement of containers from CONCOR railway siding Amingaon to CWC-godown.
2. HANDLING AGENT shall undertake cargo weighment (Gross and Tare weight) at a weighbridge nominated by MMTC.
3. HANDLING AGENT shall undertake the unloading of bagged cargo from containers, stacking, sweeping, collection of sweeping cargo, (re-bagging, stitching- wherever necessary) and stacking of the cargo at CWC godown. HANDLING AGENT shall arrange labors for the jobs. HANDLING AGENT shall ensure that laborer shall not use any hook while unloading, stacking and loading of bags.
4. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, HANDLING AGENT shall coordinate with MMTC and its surveyor and shall arrange for delivery of bagged cargo from designated warehouses on to truck lorries. Delivery of cargo from the warehouse 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 officials. HANDLING AGENT shall arrange labors for the above jobs.
5. Authorized representatives of HANDLING AGENT shall sign the weighment slip, delivery challan, and all related documents.
6. All delay and detention of containers 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 received.
8. HANDLING AGENT shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
9. 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.
10. 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.
11. It will be the responsibility of HANDLING AGENT to make all arrangements like deployment of manpower to supervise the entire transaction from unloading point to delivery at warehouse.
12. HANDLING AGENT shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work.
13. In case of exigency, HANDLING AGENT shall arrange to pay directly all duties, taxes, levies, excise and octroi-state and central – and any other charges and duties etc, if any, payable on the product on behalf of MMTC, the same shall be reimbursed by MMTC on production of original receipts.

(TO BE SIGNED AND STAMPED BY BIDDER)



14. MMTC reserves the right to appoint one or more HANDLING AGENT within the same territory and HANDLING AGENT shall not create any situation which may prevent MMTC from doing so.
15. MMTC reserves the right to terminate the contract with the handling agent by giving 30 days notice without assigning any reason thereof other than force majeure. This will not however absolve HANDLING AGENT of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement 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.
16. On termination of contract either on completion of the work or in terms of para 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.
17. 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.
18. HANDLING AGENT shall strictly abide by all the rules and regulations of the Government policy and local authorities.
19. 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.
20. HANDLING AGENT shall be paid all inclusive charges for the work/jobs/services as aforesaid at the agreed rates as per the price bid at Annexure-IV.
21. 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 one year 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 Guwahati office along with supporting documents.

#### **9. TAXES**

(TO BE SIGNED AND STAMPED BY BIDDER)



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 contract. MMTC shall in no way be responsible for such taxes and duties. Service tax 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 Contractor 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 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 contractor against this tender 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 agreement 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 receipt at designated warehouses as per independent surveyor report.

#### **11. 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 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
3	Shi M K Murmu	Manager	0361-2267766	9051768555

E-mail: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)  
[bidyutbiswas@mmtclimited.com](mailto:bidyutbiswas@mmtclimited.com)  
[mantu@mmtclimited.com](mailto:mantu@mmtclimited.com)

Website: [www.mmtclimited.com](http://www.mmtclimited.com)

#### **12. Fraud Prevention Policy**

**(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s):** The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(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

(TO BE SIGNED AND STAMPED BY BIDDER)



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)/Buyers(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 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)/Buyers(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 in the bidding process.
- c. The Bidder(s)/Contractor(S)/Buyers(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)/Buyers(s)/Vendor(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)/Buyers(s)/Vendor(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)/Buyers(s)/Vendor(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 16(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)/Buyers(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 of during execution according to **Clause 16(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.

### **13. 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, lightning and cyclone;

(TO BE SIGNED AND STAMPED BY BIDDER)



- 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.

**14. 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.

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

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Manager  
MMTC Limited, Guwahati

(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	:	
Service Tax Registration Number (Certified copy to be enclosed)	:	
Income Tax Permanent Account Number (Certified photocopy to be enclosed)	:	
Name and address of Bankers	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	
Fax	:	

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

Name

Designation

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-I**

**TECHNICAL BID**

**'PART-2'**

1. Bidders should have minimum experience of one year in handling activities of commodities in bulk/containers (Self attested copy of work order to be submitted)
2. Bidder should submit the copy of Service Tax registration certificate, PAN and Trade License.
3. 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.
4. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure III.
5. Bidder should submit one copy of signed and stamped all pages of the tender document by Authorized representative of company as a token of acceptance of 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 instead to carry on the business of the concern, whether any intimation of such Handling Agentnge is given to the General Manager, MMTCL 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****• BIDDER TO QUOTE RATES EXCLUSIVE OF SERVICE TAX****NIT NO. MMTC/NE/ AGRO/HA/ 16-17/03 dated 30.03.2017****PRICE BID FOR HANDLING AND OTHER RELATED ACTIVITIES FOR CONTAINERISED BAGGED CARGO OF PULSES.**

Consolidated rate offered: Rs.....per MT (Rupees.....Per metric ton only)  
break up is as follows:

<b>SI No</b>	<b>Description</b>	<b>Rate quoted (Rs/PMT)</b>
1	Weighment charges (Gross and Tare weight).	
2	Unloading, stacking of bagged cargo including Khamali and all labor related charges at CWC Amingaon.	
3	Standardization, weighment and stitching into bags of spillage/sweeping cargo. Empty bags will be provided by MMTC	
4	Loading charges for loading the cargo onto trucks lorries from nominated warehouse at the time of delivery from CWC Godowns.	
5	Service Tax	
	Total	

Yours faithfully,

(SIGNATURE OF BIDDER)

With official stamp

(TO BE SIGNED AND STAMPED BY BIDDER)