



MMTC LIMITED,
REGIONAL OFFICE, KOLKATA

TENDER FOR GRADING/MARKING OF RED SANDERS

Tender No.: MMTC/KOL/RS/2017-18/01 Dated: 18-01-2018

Last date of Submission: 30-01-2018; 15: 00 Hours

Date of Opening: 30-01-2018; 16: 00 Hours.

MMTC Limited, A Govt. of India Enterprise under Ministry of Commerce & Industry, New Delhi invites bids for Grading / Marking of Red Sanders to be exported by MMTC on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders were confiscated by DRI and are stored at different locations across the State of West Bengal.

Bidders are to be appointed for carrying out Grading, marking & labelling of Red Sanders prior to undertaking exports of Red Sanders by MMTC.

A. QUALIFICATION CRITERIA FOR BIDDERS:

The Bidder should have sufficient experience in the field of Grading, marking & labelling of Red Sanders and is required to submit documentary evidence in support of past experience.

B. LOCATION OF RED SANDERS :

The details of locations where Red Sanders stocked, is given hereunder:-

S.No	Location of Red Sanders(customs port/CFS/Warehouse address etc.)	Approx. Qty. (in MT)
1	N S Docks, Kolkata	10.545
2	N S Docks, Kolkata	7.44
3	N S Docks, Kolkata(Later shifted to CWC Panchpara)	5.415
4	N S Docks, Kolkata	9.214
5	N S Docks, Kolkata	6.72
	TOTAL	39.334

C. GENERAL TERMS & CONDITIONS:

- I. Red Sanders stock (in logs) is lying at Customs warehouses / CWC Warehouses in loose form.
- II. The Bidder is required to submit their quotes on lump sum basis (inclusive of all taxes) in Indian Rupees for Grading, marking and Labelling of Red Sanders location- wise as per Table given above.

- III. The bidder shall also be required to segregate the stock grade-wise at their own cost and expense.
- IV. The bidder shall have to comply with all terms and conditions of the tender and submit a signed and stamped copy of the tender document along with the bid as a token of acceptance of all terms & conditions without any deviation.
- V. The bidder shall be disqualified in case of furnishing incorrect/incomplete information and for not complying with the tender terms & conditions; the price bid of disqualified bidders shall not be opened.
- VI. The bidder should not have been black listed by any government agency/ PSU at the time of submission of bids. The bidder shall have to submit an affidavit confirming this along with the bid (As per “Annexure-II”).

D. OTHER TERMS & CONDITIONS:

- 1) The bidder has to conduct inspection of the stocks, undertake assaying, grading, marking and related activities at the allocated warehouse under the supervision of Customs, at bidders own cost and expense. The bidder shall not be allowed to take out any material from the specified locations under any circumstances. The goods will continue to be in the custody of the Agency holding custody of goods.
- 2) The bidder will be required to complete the assigned job and submit a report within **10 days** from the date of issue of Letter of Award. The bidder will have to submit a detailed report location-wise indicating Grade-wise no. of logs and weightment of each grade. The bidder shall commence operation immediately after placing of Letter of Award by MMTC.
- 3) The bidder has to submit an EMD of Rs.25,000/- (Rupees Twenty five Thousand Only) along with bid in the shape of Crossed Demand Draft/ Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata in favour of "MMTC Limited". Any bid not accompanied with EMD will be summarily rejected.
- 4) EMD of the unsuccessful Bidder(s) will be refunded within (7) working days after the finalization of the tender. However, in the case of successful bidder(s) the EMD will be treated as Performance Guarantee (PG) and will be refunded/ adjusted only after completion of the entire contract to the satisfaction of MMTC. No interest shall be payable either on EMD/PG.
- 5) MMTC may reject any or all the bids at its own discretion without assigning any reasons thereof.
- 6) The bidder shall be responsible for deploying equipments, tools, labour/ workmen at the site in compliance of the prevailing Labour Laws of India at their own cost. MMTC shall not be liable for any claims/ liabilities arising due to any mis-happening/ accident of workmen deployed by the Agency for Grading Red Sanders. MMTC shall also not be liable for any other liability arising out of non-compliance of Labour Laws.
- 7) It shall also be the responsibility of the bidder to protect red sanders from any damages during the grading process and the Bidders shall keep MMTC indemnified in case of such damage or loss.

- 8) In case the Bidder fails to perform, render, execute, fulfil carryout, discharge or handle any of their work, services/ obligations, responsibility and liabilities under the contract, MMTC shall be entitled to terminate the contract. Any damages/ cost arising out for arrangement of alternate source shall be the sole responsibility of the Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulations, local laws, MMTC shall reserve the right to terminate the contract.
- 9) The Bidder shall have to submit contact details of the authorized officials viz.name & address, telephone/mobile No and email ID for correspondence.
- 10) Bidder/Agency shall keep MMTC fully indemnified against any claims, losses/damages whatsoever that may be incurred in the process of grading of Red Sanders.

E. SUBMISSION OF REPORT:

After completion of the Grading of Red Sanders at all specified location(s), the bidder shall submit a detailed report of graded stock, the report has to be grade-wise with number of logs and weightment, at various location(s) within stipulated time schedule.

F. RATES:

The Rates payable by MMTC to the bidder under the contract shall be firm on lumpsum basis godown-wise.

G. PAYMENT:

Complete payment plus applicable taxes shall be released to the bidder on satisfactory completion of work and submission of a detailed report as specified in clause C II above on submission of Bills.

H. TAXES:

All present and future statutory taxes levied by the Central/State Governments during the currency of the contract shall be applicable for payments to the bidder and a statement/certificate to this effect will be issued to the bidder.

I. ASSIGNMENT OR SUB-LETTING OF CONTRACT:

The bidder shall not subcontract, transfer, assign or otherwise part with the Contract.

J. AMENDMENTS:

The bidders are advised to check MMTC's website www.mmtclimited.com regularly for any amendments/ clarifications.

K. SUBMISSION OF BIDS & VALIDITY:

The bidders may download the tender document from our website www.mmtclimited.com or www.eprocure.gov.in / www.tenders.gov.in and can also obtain a copy of same from Ms Nuzhat Salam, Manager, MMTC Limited, 4th floor, NIC Building, 8, India Exchange Place, Kolkata -700001 during office hours on any working day till 29-01-2018.

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super-scribed as “Techno- Commercial Bid” and the other as “Price Bid” as per formats given in Annexure IA and IB respectively. Both the envelopes should be separately sealed and super scribed with Tender No. & date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No.& date, Name & address of the Bidder and shall be addressed to Mr. S.V.Kalve, Addl. General Manager, 4th floor, NIC Building, 8, India Exchange Place, Kolkata -700001. Offers over phone, fax or email will not be entertained.

1. The envelope super scribed as “Techno- Commercial Bid” must contain the following:
 - a) Duly signed and stamped Techno- Commercial Bid as per Annexure “IA”.
 - b) Demand Draft/ Pay Order of Rs.25,000/- towards EMD.
 - c) Signed and stamped copy of tender Document.
 - d) Affidavit as per Annexure “II” on Rs.100 Stamp Paper duly notarised.
2. The “Price bid” sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure “IB” of tender document. The Price Bid must be duly signed and stamped by the bidder.
3. The bidders may submit their bid for grading red sanders wood **for all of the locations** mentioned in the tender as per their assessment.

NOTE: - Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.

The bids complete in all respects should be submitted in sealed envelope latest by 15:00 hrs on 30-01-2018 in the tender box kept at the Reception in MMTC office at above mentioned address. Offers should be submitted in MMTC’s Regional Office, Kolkata only. The techno-commercial bids shall be opened on the same day at MMTC, Kolkata office in the presence of the bidders’ representatives desirous to be present. The time Schedule of the tender is as follows:

Bid Submission Start Time/Date 11.00 hrs. (IST) on 20-01-2018

Tender Closing Time/Date 15:00 hrs. (IST) on 30-01-2018

Tender Opening Time/Date (Techno-Commercial Bids)16:00 hrs.(IST) on 30-01-2018

The Price bids of tenderers who qualify in the Techno Commercial bid shall be opened subsequently.

L. INDEMNITY:

The Bidder shall indemnify MMTC at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out of/ or in connection with this Tender.

M. JURISDICTION:

The Bidder hereto agrees that the Courts and tribunals at Kolkata shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this tender. All disputes arising out of this Tender shall be decided in accordance with the Laws of India.

N. FORCE MAJEURE:

- i. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond MMTC's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of MMTC there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

O.ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and conciliation Act 1996 and rules thereunder and the Award made in pursuance thereof shall be binding on both the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

P.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 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.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.

H. 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 dealing or take any curative measures with the agency(s) in accordance with the policy in force.

ANNEXURE I (A)

TECHNO-COMMERCIAL BID

Tender No.: MMTC/KOL/RS/2017-18/01 Dated

Name of Bidder: _____

Address : _____

Tel No. _____ Fax No. _____

PAN No. _____

GSTIN. _____ e-mail id: _____

Name of Authorized Contact Person _____

DETAILS OF EARNEST MONEY DEPOSIT:

Demand Draft/Pay Order number & Date (To be attached in original)

Name & branch of the Issuing Bank _____

Amount Rs. _____

Declaration-

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.

2. The bidders are advised to sign and stamp each and every page of the tender document as a token of acceptance of the terms & conditions.

Name and Designation of the Bidder: _____

Signature & stamp of the Bidder: _____

Date:

PRICE BID

Total Lumpsum charges in figures and in words (excluding taxes): _____

Services	Detail of Warehouses along with quantity available in each warehouse. Quantity in MTs(Approx)		Lumpsum charges in Rupees (exclusive of taxes)	
	Warehouses	Quantity in MTs	Lumpsum charges (in Rs.)	Rate of tax (%)
Grading and marking of Red Sanders Wood as per Tender Document.	N S Docks, Kolkata	10.545		
	N S Docks, Kolkata	7.44		
	N S Docks, Kolkata(Later shifted to CWC Panchpara)	5.415		
	N S Docks, Kolkata	9.214		
	N S Docks, Kolkata	6.72		
		39.334		

NOTE:-

I. Bidder to specify current applicable tax, if any. MMTC will pay these taxes extra at actuals, as per the rates prevailing on the date of invoice.

II. In case of any changes in rates taxes, the bidder will intimate MMTC about the same along with Documentary evidence.

III. The evaluation of bids will be done based on the total cost to MMTC /DRI as on the date of tender opening i.e. after including the applicable taxes.

Name and Designation of the Bidder: _____

Signature & stamp of the Bidder: _____

Date:

(on Rs.100 stamp paper duly notarised)

AFFIDAVIT

Affidavit of Shri _____ S/o _____ aged
about _____ years R/o _____.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I am working as _____ (Name & address of the bidder)
2. That bidder is submitting a bid in response to invitation for bid for grading/ marking of red sanders at Kolkata.
3. That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies, which is still in force.
4. That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

DEPONENT

Verification:

Verified at _____ on _____ 2016 that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

DEPONENT