

MMTC LIMITED
MMTC House, Plot C-22, 'E' Block, Bandra- Kurla Complex, Bandra (E)
Mumbai - 400051

TENDER FOR GRADING / MARKING OF RED SANDERS AT MUMBAI

TENDER NO: MMTC/MUM/RS//2016-17/02

Dt. 15/12/2016

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids for Grading / Marking of 24.00 MT of Red Sanders to be exported by MMTC on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are confiscated by DRI and are stored at M/s Ameya Logistics Pvt. Ltd., CFS, Nhava Sheva, Maharashtra.

Bidders are to be appointed for carrying out Grading, marking & labeling of Red Sanders prior to undertaking of exports and also to provide Certificate of Quality / Quantity for export purpose by MMTC.

1. Qualification criteria for bidders:

The bidder should have sufficient experience in the field of grading, marking and labeling of red sanders and is required to submit documentary evidence in support of past experience.

2. General Terms & Conditions:

I. Red Sanders stock (in logs) is lying at M/s Ameya, CFS, Nhava Sheva in containers as well as 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 labeling of Red sanders at above mentioned location.

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 tenders 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).

3. Other Terms & Conditions:

I. 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 expenses. The bidder shall not be allowed to take out any material from the specified location under any circumstances. The goods will continue to be in the custody of the Agency holding custody of goods.

II. The bidder will be required to complete the assigned job within 45 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 weighment of each grade. The bidder shall commence operation immediately after placing of Letter of Award by MMTC.

III. The bidder has to submit an EMD of Rs.25000/- (Rs. Twenty Five thousand only) along with bid in shape of Crossed Demand Draft / Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable at Mumbai in favour of "MMTC Limited". Any bid not accompanied with EMD bond will be summarily rejected.

IV. EMD of the unsuccessful Bidder(s) will be refunded within (7) working days after the finalization of the tender. However, in 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.

V. MMTC may reject any or all bids at its own discretion without assigning any reason thereof.

VI. The bidder shall be responsible for employing equipment, 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.

VII. 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.

VIII. In case the Bidder fails to perform, render, execute, fulfill, carryout, discharge or handle any of their work, services / obligations, responsibility and liabilities under the contract, MMTC shall be entitled to terminate the contract without any notice, 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 regulation, local laws, MMTC shall reserve the right to terminate the contract.

IX. The Bidder shall have to submit contact details of the authorized officials viz.name & address, telephone/mobile no and email id for correspondence.

X. 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.

4. 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 weighment, at various location(s) within stipulated time schedule.

5. Rates

The Rate payable by MMTC to the bidder under the contract shall be firm on lumpsum basis.

6. 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 2 (II) above on submission of Bills in duplicate.

7. Taxes

All present and future statutory taxes, cess, charges 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.

8. Assignment or Sub-letting of contract

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

9. Amendments

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

10. 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 Shri. P Ramachandran, General Manager, MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-4000501 during office hours on any working day till 1200 hrs on 05.01.2017.

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 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 envelope should also be super scribed with the Tender No. & date, Name & address of the Bidder and shall be addressed to Mr. P Ramachandran, General Manager, MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-4000501. Offers over phone, fax or email will not be entertained.

- A. The envelope super scribed as " Techno-Commercial Bid" must contain following:
 - i) Duly signed and stamped Techno-Commercial Bid as per Annexure "IA".
 - ii) Demand Draft / Pay Order of Rs.25000/- towards EMD.
 - iii) Signed and stamped copy of tender Document.
 - iv) Affidavit as per Annexure "II".
- B. The "Price Bid" sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure "1-B" of tender document. The Price Bid must be duly signed and stamped by the bidder.
- C. The Bidders may submit their bid for grading red sanders wood for one or more or 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 1400 hrs on 05.01.2017 in the tender box kept at the Reception in MMTC office at above mentioned address. Offers should be submitted in MMTC's Regional Office, Mumbai only. The techno-commercial

bids shall be opened on the same day at MMTC, Mumbai office in the presence of the bidders representative desirous to be present. The time schedule of the tender is as follow:

Pre-Bid Meeting Time/Date 1500 hrs (IST) on 26.12.2016

Bid Submission Start Time/Date 1500 hrs (IST) on 15.12.2016

Tender Closing Time/Date 1400 hrs (IST) on 05.01.2017

Tender Opening Time/Date 1500 hrs (IST) on 05.01.2017

The bidder agrees to and shall hold his bid valid for at least six (6) month from the date of opening of Price bids. However, the bidder agrees to extend the bid for a further period of three (3) months on the existing terms and conditions in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

Dates for opening price bids of tenderers who qualify in the Techno Commercial bid will be informed to bidders representative desirous to be present by email.

11. Indemnity

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

12. Force Majeure Clause

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

13. Force Majeure Clause

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

The Venue of arbitration shall be Mumbai.

(ON THE LEETR HEAD OF THE BIDDERS)

ANNEXURE 1 (A)

TECHNO-COMMERIAL BID

Tender No.: MMTC/MUM/RS/2016-17/02

Dt. 15.12.2016

Name of the Bidder: _____

Address: _____

Tel No. _____ Fax No. _____

PAN No. (Copy enclosed) _____

Sales Tax (CST)/VAT No. _____ Email id: _____

Name of the Authorised 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 conditional 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:

ANNEXURE 1 (B)

PRICE BID

Total Lumpsum charges in figures and in words _____

Services	Details of warehouses along with approximate quantity available in each warehouse. Quantity in MTs (Approx)		Lumpsum charges in rupees (inclusive of service tax/other taxes)	
Grading and marking of Red Sanders Wood as per Tender Document	Warehouses	Approx quantity in MTs	Lumpsum charges (in Rs.)	Rate of tax (%)

NOTE:-

1. Bidder to specify current applicable service tax/other taxes, if any. MMTC will pay these extra at actual, as per the rates prevailing on the date of invoice.
2. In case of any changes in rates of service tax / other taxes, the bidder will intimate MMTC about the same along with documentary evidence.
3. 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 service tax / other taxes.

Name and Designation of the Bidder: _____

Signature & stamp of the Bidder: _____

Date:

ANNEXURE II

(ON STAMP PAPER OF RS.500/-)
(TO BE SUBMITTED 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 Mumbai.
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 aton.....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