

**TENDER FOR APPOINTMENT OF SURVEYOR FOR IMPORTED PULSES  
AT MUMBAI.**

**TENDER NO. MMTC/MUM/AGRO/SURVEYOR/2015-16/01 DTD 08.04.2015**  
**CLOSING ON 17.04.2015**

**TERMS & CONDITIONS FOR TENDER:**

**1. INVITATION FOR BIDS:**

MMTC LIMITED, Regional Office, MMTC House, C-22, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 invite bids for appointment of surveyor for imported pulses in containers and bulk vessel as per the terms and conditions prescribed hereunder.

**2. SUBMISSION OF BIDS :**

The offer complete in all respects (Filled-up signed bid and tender) should be submitted in two parts i.e. “Technical Bid” and “Price Bid” as under.

a) Part – I : Technical Part Of The Tender :

The first envelope super scribing the words “Technical Commercial Tender” and indicating the “Tender No.” shall contain the following particulars:

- a) Earnest Money Deposit of Rs.5,000/- (Five Thousand Only) (non-interest bearing) by way of DD/PO.
- b) Experience Certificate.
- c) Acceptance of all terms and conditions of the NIT and signed terms & conditions of tender documents in token of acceptance.

b) Part II: Price Bid :

The second envelope should contain only price bid. This envelope should clearly be marked “Price Bid and “Tender No.”.

Both the envelopes as above should be put in a third envelope clearly superscribing as “Tender for appointment of surveyor for imported pulses at Mumbai” addressed to the Deputy General Manager (Agro), MMTC Limited, MMTC House, C-22, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 and should be submitted latest by **1500 Hrs on 17.04.2015** in the tender box kept at MMTC’s Agro Division 1<sup>ST</sup> floor, at the above address.

The Technical Bid shall be opened at **1530Hrs on same day i.e. 17.04.2015** at the above address. Bidders or their authorized representatives can attend the opening of the tender, if they wish to do so. The date & Time for opening of price bid shall be intimated to all bidders who qualify in the technical bid. Only one authorized representative of bidder qualifying the technical bid can attend the opening of price bid, if they wish to do so.

### **3. VALIDITY:**

Bid must remain valid up to 1730 HRS IST on 30.04.2015

### **4. EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing) AND PERFORMANCE GURARANTEE:**

- a) Bid shall be accompanied by an EMD of Rs. 5,000/- (non-interest bearing) in the form of Demand Draft/Pay Order in favour of "MMTC Ltd." Payable at Mumbai/RTGS payment deposit in our bank A/Cs.
- b) EMD of the unsuccessful Bidders(s), including those whose bid(s) are not accepted will be returned within Seven (7) working days of closing of the tender.
- c) EMD of successful bidder shall be returned after receipt of performance guarantee as per clause 4 (d).
- d) Successful bidder shall deposit Performance Guarantee for Rs.1,00,000/- (Rupees One Lakh) in the form of either FDR or Irrevocable Bank Guarantee issued by any nationalized bank in favour of MMTC Limited as per prescribed format within 5 (Five) working days of appointment/work order.
- e) Performance Guarantee of Rs.1,00,000/- shall be returned only after successful completion of contract, subject to the deduction if any towards penalty or any other amount recoverable.

### **5. DOCUMENTS CONSTITUTING CONTRACT :**

The Invitation of Bids, the terms and conditions of Tender, Bid of the successful bidder(s) and Letter of Appointment issued by MMTC Ltd. along with any amendment issued prior to signing of contract shall constitute the Contract between MMTC Ltd. and the successful Bidder(s).

### **6. CANCELLATION OF CONTRACT:**

If the Successful bidder(s) fail to provide satisfying service for reasons other than Force Majeure, MMTC shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of EMD and Performance of Guarantee. The Successful Bidder shall not be liable to any costs, damages and consequences upon such cancellation of the contract

### **7. FORFEITURE OF PERFORMANCE GUARANTEE**

MMTC reserves the right to forfeit the Performance Guarantee in case the successful bidder:

- a) Fails to provide successful and satisfactory service within the specified period.
- b) Commits any breach of Contract or fails to fulfill any term(s) or conditions(s) of the Tender/Contract.

## **8. GENERAL TERMS:**

- a) Surveyor should have work experience for not less than 5 (five) years supervising import of pulses in bulk and containerized cargo, Proof of experience having handed food grains/pulses cargo should be furnished with full details like Party name, vessel, commodity, quantity etc.
- b) Geographic location of all CFS yards should be known for containerized cargo as and when required.
- c) Surveyor should not have been black listed / debarred by any of the Govt. Company/ Department and /or Public Sector Enterprise/ Undertaking etc. If successful bidders found to be black listed/debarred by any of the Govt Company/ Department and / or Public Sector Enterprise/Govt Company/ Department and / or Public Sector Enterprise/taking, the contract shall be terminated forthwith, and all expenses incurred in the process of supervising till appointment of new surveyors shall be recovered, and party also will be liable to blacklisted by MMTC.
- d) Letters(s) of appointment will be issued by Fax or E-mail, hand delivery or Registered Post/Courier to the successful bidder (s) and/ or his/their Agents(s) within the validity of offer.
- e) The appointment is for a period of ONE YEAR and the same shall be extended for a further period of one year on same terms and conditions at MMTC's option.
- f) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- g) MMTC reserve the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.

## **9. ARBITRATION:**

Any dispute or difference in respect of any matter relating to or arising out of the Contract will be settled in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. The venue of the Arbitration will be Mumbai.

Dy. General Manager (Agro)

Place : Mumbai

Date : \_\_\_\_\_

**“PART – A”**

**TECHNICAL BID**

**1. SCOPE OF WORK :**

**A. RECEIVING OF CONTAINERISED BAGGED CARGO.**

- i. Supervision of Weighment of Containers at nominated weighbridge.
- ii. Inspection of godowns, sampling of damaged/weevilled cargo.
- iii. Supervision of segregation of cargo, sample analysis etc
- iv. Supervision of Unloading at godowns.
- v. Supervision of De-stuffing and / or Unloading of cargo at nominated warehouses
- vi. B/L wise de-stuffing report to MMTC with moisture content.
- vii. Periodical report of stock position.
- viii. Maintenance of separate stock register, which shall be made available to MMTC's Representative.

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

- i. Weighment of Containers at nominated weighbridge.
- ii. Supervision of De-stuffing of containers and Bagging at godown/ open plot/ shed
- iii. Supervision of Delivery from godown/ open plot/ shed to nominated godowns.
- iv. Weighment supervision of trucks loaded with bagged cargo at nominated weighbridge
- v. Inspection of godowns, sampling of damaged/weevilled cargo, supervision of segregation of cargo, sample analysis etc.
- vi. Supervision of Unloading at godowns.
- vii. Supervision of Unloading of bagged cargo at nominated godowns.
- viii. B/L wise de-stuffing report to MMTC with moisture content.

**C. RECEIVING OF BULK VESSEL:**

- i. Draft Survey – Initial, interim (if required) and Final Draft Survey
- ii. Break Bulk Survey – Report on the condition of cargo upon opening of the hatches, record / condition of seals if hatches are sealed.
- iii. Barge Inspection – Inspection of Barges nominated to receive the cargo in Bulk from the Vessel.
- iv. Loading supervision of cargo from mother vessel to Barge, Draw representative samples from the cargo received into Barges.
- v. Discharge supervision of Cargo from Barge to Trucks for warehousing after weighment at port Weigh Bridge.
- vi. Bagging of the Cargo arrived into the warehouse.
- vii. Daily updates from Arrival of vessel to completion of Bagging.
- viii. Receiving PP Bags for bagging
- ix. Weighment of the bagged cargo.
- x. Delivery of the made-up Bags from the main warehouse to various warehouses.
- xi. Warehouse-wise receipt details.
- xii. Daily updates from receiving PP Bags to various warehouse-wise details of the cargo.
- xiii. Issuance of Reports / Certificates, as per requirement.

**D. 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.
- ii. 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 super vision of delivery shall be to surveyors account.

**E.** PP Bags analysis for Total Weight Size Measurements and Count (Denier),

**F.** Final report on completion of delivery and / or receiving mentioning Moisture content at the time of delivery and receiving.

**G.** Periodical report of stock position.

**H.** Maintenance of separate stock register, which shall be made available to MMTC's representative.

**I.** Sufficient manpower to be deployed for each operation.

**J.** The above scope of work is not exhaustive and includes any other job related to the operation.

**2. REPORTS / CERTIFICATIONS :-**

Daily reports of receiving deliveries and stock shall be forwarded through E-mail as per format shown below before 12:00 noon every day.

- Format for receiving:-

Date	B/L No.	Container No.	B/L Qty.		Received Qty.		Godown
			Qty. in MTs	Bags	Qty. in MTs	Bags	

- Format for delivery:-

Date	Commodity	Party Name	DO No.	Opening		Quantity		Closing		Truck No.	Godown
				Bags	Weight	Bags	Weight	Bags	Weight		

• Format for stock:-

Date	Warehouse	Commodity -Quality	Opening stock of Month		Receiving		Delivery		Closing Stock	
			MTs	Bags	MTs	Bags	MTs	Bags	MTs	Bags

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

Sr. 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

b) Reports of receipts/deliveries to be submitted daily and also periodically as per requirement of MMTC as and where requisitioned.

**3. Details of EMD (To be completed by Buyer)**

D.D./P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
(Amount in INR) \_\_\_\_\_ Name of  
Bank & Branch: \_\_\_\_\_

**“PART – B”**

**PRICE BID**

**Tender No: MMTC/MUM/AGRO/SURVEYOR/2015-16/01 DTD. 08.04.2015**

Price Bid (To be completed by Buyer)

Name of the Bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
PAN No : \_\_\_\_\_  
Sales Tax/ VAT No. : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Tel. No. : \_\_\_\_\_  
Fax. No. : \_\_\_\_\_  
Email address : \_\_\_\_\_

SR · N O.	SERVICE	BASIS	OFFERED RATE (INR)
1	Supervision of receiving of containerized bagged/loose cargo	Per Container	
2	Supervision of delivery of cargo	Per Metric Ton	
3	Supervision of receiving of cargo in bulk vessel (As per scope of work for receiving bulk vessel)	Per Metric Ton	
4	Draft Survey Charges: 1. Initial Draft Survey 2. Interim Draft Survey (if required) 3. Final Draft Survey	Per Survey	
5	Inspection and certification of suitability of warehouse for storage of pulses.	Per Warehouse	
6	Analysis fee for quality and quantity to be done on composite sample basis for each consignments separately (if required)	Per Sample	
7	Analysis fee for PP bags.	Per Sample	
8	Analysis fee for weighbridge accuracy (calibration)	Per weighbridge	

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

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Signature of the Bidder : \_\_\_\_\_  
Seal of Company : \_\_\_\_\_

Place:  
Date: