



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.

PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

E-TENDER FOR SALE OF DESI CHICK PEAS- AUSTRALIAN

E-TENDER NO.MMTC/MUM/PULSES/DESI CHICK PEAS/2016-17/06
DATED 02.03.2017

Closing At 1400 Hrs (IST) on 14.03.2017

MMTC INVITES OFFERS FOR SALE OF AUSTRALIAN DESI CHICK PEAS

*COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL MANAGER OR CAN BE
DOWNLOADED FROM OUR WEB SITE:*

www.mmtclimited.com

&

<http://eprocure.gov.in>

Corporate Office : Core-1, Scope Complex, 7 Institutional Area, Lodhi Road,
New Delhi-110 003 (INDIA)

Phone No. +91 11 24362200, Fax +91 11 24364587



MMTC House, Plot C-22, E-Block, Bandra-Kurla Complex, Bandra (East)
Mumbai-400 051.
PAN NO.AAACM1433E
CIN L51909DL1963GOI004033

NIT

NOTICE INVITING E-TENDER FOR SALE OF DESI CHICK PEAS

E-TENDER NO.MMTC/MUM/PULSES/DESI CHICK PEAS/2016-17/06 DATED
02.03.2017

Closing At 1400 Hrs (IST) on 14.03.2017

Terms & Conditions of Tender

1. Invitation for Bids

Submission of Bids

Part A: Technical Bid: (electronic form only). The documents to be uploaded in electronic mode Technical bid a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure A along with required documents. Procedure/guidelines for E Bidding is given at Annexure C.

Technical bid is to be uploaded on electronic mode by **1400 Hrs IST on 14.03.2017**.

Original EMD (DD/PO/RTGS) has to be submitted by post/by hand prior to opening of bids on 14.03.2017 latest by 1400 hrs IST and received by MMTC.

Part B: Price Bid Price Bids are also to be uploaded latest by **1400 hrs IST on 14.03.2017** through electronic mode only as per Annexure B..

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by **1400 Hours IST on 14.03.2017** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to:

website <https://mmtc.eproc.in>

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED HEREWITH.

PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED.,

Offers should be submitted as per Bids format provided at Annexure-A & B.

The technical bid of tender shall be **opened at 1500 Hrs. IST** and price bids shall be opened at (MMTC, Regional office Mumbai) **1500 hrs. IST on same day i.e. 14.03.2017.** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

GENERAL MANAGER

GENERAL CONDITIONS:-

1. **EMD @ 5% in form of DD/PO/RTGS transfers.**
2. **Integrity Pact if the bid amount is above Rs.20 crores.**
3. **Minimum quantity to be quoted is 250 MT.**
4. **Lot-wise offer will not be accepted. The bidders are required to submit firm offer for the total quantity bid.**

Tender No: MPMC/MUM/PULSES/DESI CHICK PEAS/2016-17/06 DATED 02.03.2017

TECHNICAL BID

Tender No: _____

Price Bid (to be completed by buyer)

Name of the bidder : _____

Address : _____

PAN NO (Enclose copy) : _____

Sales Tax/Vat No (Enclose Copy) : _____

Contact Person : _____

Tel. No : _____

Fax No : _____

E-mail address: _____

Details of EMD:

D.D/P.O. No. _____ dated _____ for

(Amount in INR) _____

RTGS/NEFT details: _____

Name of Bank & Branch:

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 regarding quality etc.

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co. : _____

Place : _____

Date : _____

Annexure-B

Price Bid

Tender No: _____

Price Bid (to be completed by buyer)

Name of the bidder : _____

Address : _____

SR. NO.	PRODUCT	QUANTITY (MT) BIDDED (<u>MINIMUM is 250 MT</u>)	OFFERED RATE (INR/PMT)
1	DESI CHICK PEAS – AUSTRALIA		

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co.: _____

Place : _____

Date : _____

Annexure-C

SPECIAL TERMS & CONDITIONS FOR BID TO BE SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on MMTC e-procurement website [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) In case of any difficulty either mail or contact the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

Procedure for Registering in E-Procurement portal

Further, the bidder(s) will have to register with MMTC's E-Procurement portal. For registering, please go to [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) and follow the directions. In this regard please go to "help desk: <https://mmtc.eproc.in> and refer FAQ for more details. In case of any difficulty either mail or contact the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: pankaj.verma@c1indi.com and 2) Mr. Nimesh Kant Bhardwaj, Technical Support Engineer – email id nimesh.bhardwaj@c1india.com , mobile phone +91-093105-27400 OR Mr. Mukesh Kumar , mukesh.kumar@c1india.com , 9560833122.

Earnest Money in physical form should reach us on or before closing date and time of tender.

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “**MMTC**”,

And

.....(bidder)

hereinafter referred to as “**Vendor/Bidder**”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us. In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road,NEW DELHI – 110 003.
Email id : bijoychat@gmail.com
Email id: dilip.chaudhary@icloud.com

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - a) No employee of MMTC, personally or through family member(s), will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any B Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

- c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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 Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal 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 Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, 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 regarding proposals, plans, business details including information contained or transmitted electronically.
 - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer(s)/vendor(s)/bidder(s) into question, MMTC is entitled to disqualify the

Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor, liquidated damages equivalent to 5% of the Contract value or the amount equivalent to EMD whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s)/Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “IEM” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of MMTC)
(Office Seal)

(For & on behalf of Buyer/Vendor/Bidder)
(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address

ADDITIONAL GENERAL TERMS AND CONDITIONS

TENDER FOR SALE OF DESI CHICK PEAS EX-GODOWN

Tender No. MMTC/MUM/SALE/DCP/2016-17/06

Dated: 02/03/2017

Tender Closing at 1400 Hrs on 14/03/2017

1. INVITATION FOR BIDS

MMTC Limited., MMTC HOUSE, Plot C-22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai -400 051 invites sealed bids for sale of imported Desi Chick Peas Latest Crop 2016 Non GMO at sellers option lying at Ashra B-3 Godown.

The pulses are offered “**on Ex-Godown**”.

PRODUCT: A) 2800 MTs (+/-5%) DESI CHICK PEAS Latest Crop 2016 Non GMO

Desi Chick Peas of Australian Origin LATEST CROP of 2016

Tentative specifications :

Foreign Matter	1.0% Max
Purity	99.0% Min.
Weeviled Pulses	5.0% max. by count
Damaged otherwise (Including green,immature, shriveled, shrunken,heated fungi, broken and split)	5.0% max by weight.
Other edible grains	2.0% max. by count
Moisture	12.0% max by weight.
Uric acid	Not more than 100 mg per kg

2. QUANTITY

- A quantity of 2800 MTs (+/- 5%) of Desi Chick peas of Australian origin is lying at Ashra B-3 Godown.
- Material can be inspected at the above godown on prior appointment after obtaining permission from MMTC.
- Offers should be for minimum quantity of 250 MTs and in multiples of 100 Mts thereafter for Desi Chick peas (Australia). MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

3. PRICE

- All prices are to be quoted in INR (Rupees) PMT basis as per Annex.1 on ex-godown basis.
- Any levy, cess, VAT, Octroi, Market Fee etc will be paid by successful bidders. The buyer shall complete all formalities for transportation of cargo ex- MMTC's warehouse including all statutory requirements.
- Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.
- The loading charges shall be borne by the successful bidder.

4. PACKING:- Material is packed in 50 Kg. PP bags.

5. EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

A) Bid shall be accompanied by an EMD @ 5% of bid value separately for each bid/product in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of "MMTC Ltd". payable at Mumbai or through RTGS payment mode subject to verification/proof of receipt in our MMTC account). In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date before closure of tender, the same shall be treated as invalid.

MMTC Bank details are as under:

- A/C NO:- 230010200004688
- Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai 400 051
- IFSC CODE: UTIB0000230

B) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be refunded after finalization of the tender.

C) EMD of successful bidder will be treated as security deposit and shall be returned only after the successful completion of entire sales contract after deduction of all charges, if any, due from them.

6. PAYMENT TERMS:

- *The successful bidder(s) shall make 100% payment before delivery of the pulses & lift the material within the free time as tabulated below:*

Qty in MTs	Free Period/time allowed for lifting (days)
0-500	7
501-1000	10
1001-1500	15
1500-3000	25

In case , the successful bidder(s) fails to lift the cargo within the free period as allowed, 100% EMD (security deposit) submitted at the time of bid shall be forfeited and bid(s) shall be treated as cancelled. In such cases MMTC reserves the sole right to take decision to cancel bid(s) of such defaulter(s) and dispose the cargo under risk sale at cost and consequences of such defaulter(s) without any notice. No representation in this regard shall be entertained,

- In case the successful bidder(s) fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of MMTC Ltd. In case extension is granted, *an additional EMD if required to cover mark-to-market losses has to be submitted immediately by the successful bidder(s) merely on demand.* In case of non compliance of submission of additional EMD, MMTC Ltd. shall have the right to dispose of the goods at the risk and consequential costs of the successful bidder(s) in addition to forfeiture of EMD.
- In case the material is not lifted within the free time, all incidental charges towards godown rent, fumigation, interest, insurance, surveyor etc. shall be to the account of the successful bidder(s).
- Notwithstanding anything contained above, in case of any other default(s) also, Interest shall be charged @ 13.25% p.a. on monthly rests basis. (Interest rates are subject to change as per circular issued by Banking division of MMTC Ltd, Corporate Office, New Delhi, without notice to the successful bidders) on balance amount from the date of sale/contract as per tender terms, till realization of final payment to MMTC Ltd. from the successful bidder(s).
- All taxes/cess levied /applicable by any authorities (viz APMC, NMMC etc) shall be applicable and shall be borne by the successful bidder(s) at actuals.

7. DELIVERY TERMS

- The successful bidder(s) shall arrange their own transport and labour for timely lifting the cargo within the stipulated free time from the godown(s) specified by MMTC.

- Cargo shall be considered as delivered when loaded into trucks at the godown(s) on gross weight measurement basis and weighed at designated weighbridge(s) specified by MMTC.
- MMTC shall not be responsible for any delay in lifting of the cargo within the free period specified due to inaction of the successful bidder(s). All extra expenses incurred due to above shall be borne by the successful bidder(s).
- Cargo shall be delivered as per availability at the seller's option from the godown(s).
- A surveyor shall be appointed by MMTC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will be to the account of successful bidder(s).
- No segregation/sorting of cargo will be permitted while lifting the cargo under any circumstances.
- Successful bidder(s) shall be responsible for the loss/damage /shortages caused to cargo/godown due to negligence of labour employed for loading the cargo (described in clause 2) in trucks.

8. SUBMISSION OF BIDS: As per terms mentioned in NIT

Bid validity upto 23.03.2017 (6 working days from opening of tender)

9. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bid(s), the terms and conditions of Tender, Bid(s) of the successful bidder(s) and Letter of acceptance issued by MMTC Ltd. along with amendment, if any, issued prior to issue of letter of acceptance of bid(s) to successful bidder(s) shall constitute the part of contract between MMTC Ltd. and the successful bidder(s).

The successful bidder(s) are required to submit the duly signed and sealed letter of acceptance issued by MMTC as a token of acceptance of all the terms and conditions as specified in tender.

10. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages besides forfeiture of EMD by resorting to risk sale at the cost and consequence of the successful bidder(s). MMTC will not be liable for any costs, damages and consequences arising out of such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available

to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

11. LIQUIDATED DAMAGES (Risk Sale):

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per Clause 7. MMTC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity to any third party at the risk cost and consequences, of successful bidder(s) without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder(s) shall bear at actuals all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. In case the difference is more than the credit balance, if any available, of the successful bidder(s) with MMTC, the successful bidder(s) shall pay the balance amount to MMTC merely on demand.

12. FORFEITURE OF Earnest Money Deposit (Security Deposit) :

MMTC reserves the right to forfeit the Security Deposit (i.e the EMD of successful bidders) in case the successful bidder(s):-

- Fails to lift the cargo within the specified free period.
- Commits any breach of the term(s) and condition(s) as contained herein above.
- Successful bidder(s) to this agreement shall not assign or transfer the product (described in clause 2) or any benefits thereunder to any person.

13. OTHER TERMS:

- Pulses are being offered for sale on Ex-Godown. Bidder(s) are free to inspect the material with prior intimation to MMTC Ltd before submitting the bid. Segregation will not be permitted. It will be constituted that bidder(s) have satisfied themselves with quality etc. once they submit their bid(s).
- Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) within the validity of offer.
- For any additional quantity offered to bidder(s) in addition to bid quantity, EMD for the value of the quantity will have to be deposited by the successful bidder(s) on or before issue of letter of acceptance/confirmation by MMTC Ltd., as per clause 6 above.
- Unsolicited requests for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result, including forfeiture of EMD submitted at the time of tender.

14. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC Ltd, The provision of Arbitration & Conciliation Act

1996, and amendments thereto shall apply to such arbitration proceedings. The venue of Arbitration will be Mumbai.

15. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

16. FRAUD PREVENTION POLICY:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organisation of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

17 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 dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

General Manager
MMTC Limited
Mumbai

Place:
Date: