



9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003  
Tel: 040-27725428; Fax: 040-27804038; www.mmtclimited.com

## **TENDER FOR SALE OF TOOR WHOLE LEMON EX- CWC, NAMPALLY, HYDERABAD**

Tender No. MMTC/HYD/SALE/TOOR/2016-17/01

Dated: September 29, 2016

**Tender closing on 13.10.2016 @ 1600 HRS IST**

### 1. INVITATION FOR BIDS

MMTC LIMITED, A Govt. of India Enterprise having its Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003 and its Regional Office at 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003 hereinafter referred as “MMTC” (which expression shall unless repugnant to the context mean and shall include its successors and assigns) invites sealed bids for sale of imported Toor Whole Lemon (+/-5%) at sellers option lying at CWC, B1 Godowns, Nampally, Hyderabad. The pulses are offered, “on Ex-Godown and on **“As is where is basis”**”.

2. **PRODUCT:** TOOR WHOLE LEMON – MYANMAR ORIGIN, Crop Year 2016.

### 3. QUANTITY

a) A quantity of approx. 500 MTs (+/- 5%) is lying at CWC, B1 Godowns, Nampally, Hyderabad

b) Offers should be for a minimum quantity of 100 MT, MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

4. **PRICE:** All prices are to be quoted in INR (Rupees) as per Annex. 1 **on** Ex-godown basis. Any levy, duty, cess, VAT, Octroi, Market Fee etc. will be paid by successful bidders. The buyer shall complete all formalities for transportation of Toor Whole Lemon ex- MMTC’s warehouse including all statutory requirement.

5. **PACKING:-** Material is packed in 50 Kg., PP bags.

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

- a) Bid shall be accompanied by an EMD @ 5% of bid value in the form of Demand Draft/Pay Order in favour of “MMTC Ltd” payable at Hyderabad or “Transfer” through RTGS/NEFT/A/c Transfer. Payment made through transfer is subject to verification/proof of receipt in MMTC’s account. In case of RTGS/NEFT transfer, if the amount is not credited to MMTC’s account by the due date till the time of opening of bid(s), the bid will be rejected/will not be considered.
- b) Payment of EMD by Transfer can be made to following accounts:
  - a. STATE BANK OF INDIA, CC A/C NO. 0010284051955, CAG BRANCH, HYDERABAD - IFSC CODE: SBIN0013039.
  - b. HDFC BANK – ACCOUNT NO. 00210310000190, LAKDIKAPUL BRANCH, HYDERABAD, IFSC CODE: HDFC 0000021.
- c) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned within Seven (7) working days of closing of the tender.
- d) EMD of successful bidder shall be adjusted at the time of final payment of the value of contracted quantity.

7. **PAYMENT TERMS:**

- a) After the acceptance of the bid, the successful bidder shall make the balance 95% payment through Pay Order/DD or transfer of fund by NEFT/RTGS/A/c Transfer to MMTC’s account within the free time allowed and complete the lifting of allocated quantity within the stipulated time period. Free time allowed to make the balance payment and lift the allocated quantity of toor whole would be as follows:
  - i. **Quantity up to 200 Mt – 10 days**
  - ii. **Quantity from 201 to 400 Mt - 12 days**
  - iii. **Quantity of more than 400 Mt - 15 days.**
- b) The above Free Time will be allowed from the date of acceptance /communication of bid by MMTC to the bidder(s).
- c) In case the successful bidder(s) fails to make the payments within the stipulated period, time extension for making payment & lifting shall be at the sole discretion of MMTC. In case extension is granted, **an additional EMD, if required to cover mark-to-market losses** will be

submitted immediately by a successful bidder merely on demand, failing which, MMTC shall have the right to dispose of the goods at the risk and cost of the successful bidder(s) in addition to forfeiture of EMD.

- d) In case the extension for making payment and lifting the allocated quantity is granted by MMTC at the request of successful bidder(s), all the charges for godown rent, fumigation, interest, insurance etc. beyond the free time mentioned hereinbefore shall be to the account of the successful bidder(s).
- e) In case no further time extension for making payment and lifting the allocated quantity is allowed, MMTC shall have right to forfeit EMD and cancel the bid/tender in addition to claim liquidated damages as per clause 11(Cancellation of contract/tender) appearing herein below.
- f) Interest shall be charged @ 12.25% p.a. (provisional) on monthly rest 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 bidder) on balance amount from the date of acceptance/communication as per tender terms, till realization of full payment by MMTC from the successful bidder.
- g) All taxes/cess/levies/duties etc. shall be applicable at extra and shall be to the account of the bidders.

## **8. DELIVERY TERMS**

- a) The successful bidders have to organize their own transport and labour for lifting Toor Whole Lemon from the said godown.
- b) Toor whole lemon shall be considered delivered when loaded into trucks at the godown on gross weight basis weighed at designated weighbridge. No claim of whatsoever nature will be considered thereafter.
- c) MMTC shall not be responsible for any delay in lifting of the Toor whole lemon and all extra expenses incurred beyond the free time as per clause 7 (a) shall be borne by the successful bidder(s).
- d) Toor whole Lemon will be delivered as per availability at the godown at MMTC's option.
- e) An Independent agency/surveyor appointed by MMTC shall monitor and supervise the delivery of Toor Whole Lemon to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to the 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).

- f) Quality & Quantity of Toor Whole Lemon at the time of delivery ex-MMTC's warehouse will be final. The decision of MMTC with regard to quality and quantity of Toor Whole Lemon shall be binding on the successful bidder(s).
- g) No segregation/sorting of stock of Toor Whole Lemon will be permitted while lifting the same.

## **9. SUBMISSION OF BIDS:**

- a) The offer complete in all respects & marked, "Sale of Toor Whole LEMON" addressed to The Additional General Manager (Agro), MMTC Limited., 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003 should be submitted in sealed envelope along with requisite EMD latest by 1600 HRS on 13.10.2016 in the tender box kept at MMTC's office at the above said address.
- b) The Tender shall be opened at 1630 HRS on same day i.e 13.10.2016 at the above address. Bidders or their authorised representatives may attend the opening of the tender. Offer should be submitted as per price bid format provided at Annex – 1 along with the tender document duly signed on each page by the bidder or its duly authorised representative acknowledging acceptance of all the terms and conditions of tender.
- c) The Bid must remain valid up to 21.10.2016 till 1800 HRS (IST).
- d) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- e) 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.
- f) Bids sent through fax/email will not be accepted.

## **10. DOCUMENTS CONSTITUTING CONTRACT:**

The invitation of Bids, the terms and conditions of Tender, Bid of the successful bidders (Annexure-1) and Letter of acceptance issued by MMTC along with amendment, if any issued shall constitute the contract between MMTC and the successful bidder(s).

## **11. CANCELLATION OF TENDER/CONTRACT:**

If the successful bidder(s) fails to lift the goods within specified Free time allowed for lifting as per clause 7 herein above 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. The seller shall not be liable to any costs, damages and consequences upon such cancellation of the Tender/contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC under the contract/tender shall remain in force till the dispute is finally settled.

## **12. LIQUIDATED DAMAGES:**

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

## **13. FORFEITURE OF PERFORMANCE GUARANTEE:**

MMTC reserves the right to forfeit the Performance Guarantee (i.e. the EMD of successful bidder(s)) without prejudice to other legal remedies in case the successful bidder (s):

- a) Fails to lift the goods within the specified time period.
- b) Commits breach or fails to fulfil any term(s) and condition(s) of the tender/contract.

## **14. OTHER TERMS:**

- a) Goods are being offered for sale on Ex-Godown and on As is where is basis". Bidder(s) is/are free to inspect the material before submitting their bid under intimation to MMTC, Hyderabad. Segregation will not be permitted. It will be construed that bidders have satisfied themselves with quality etc. of Toor Whole Lemon once they submit their bid.
- b) Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) and/or his/her/their Agent(s) within the validity of offer.

- c) For any additional quantity offered to bidder in addition to bid quantity, Proportionate EMD for the value of the quantity will have to be deposited by the successful bidder(s) upon issue of letter of acceptance/confirmation by MMTC , as per clause 6 above
  
- d) NOTWITHSTANDING anything contained in the tender/contract, unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and will result in blacklisting of parties resorting to such practice may also result.

#### **15. ARBITRATION CLAUSE:**

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this tender/contract or validity shall be settled by arbitration in accordance with the Rules of Arbitration of the Arbitration & Conciliation Act 1996 and amendment thereof. The award made in pursuance thereof shall be binding on the parties. The venue of Arbitration will be Hyderabad/Secunderabad.

#### **16. 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 Tender/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 fulfil its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations hereunder shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of tender/contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

Additional General Manager (Agro)

Place: Secunderabad

Date: 29.09.2016

**“Annexure 1”**

Tender No. MMTC/HYD/SALE/TOOR/2016-17/01

Dated: -----, 2016

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_  
Nature of Business : (Proprietor/Partnership/Company - Attach documents)  
Address : \_\_\_\_\_  
PAN NO (copy enclosed) : \_\_\_\_\_  
Sales Tax/Vat No (copy enclosed) : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Tel. No./Mobile no. : \_\_\_\_\_  
Fax No : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

SR. NO.	PRODUCT	QUANTITY (MT)	OFFERED RATE (INR/PMT)
1	TOOR WHOLE LEMON		

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.

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

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

(Duly Authorised Person)

Seal of the company: \_\_\_\_\_

Place : \_\_\_\_\_

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