

TENDER FOR SALE OF TOOR WHOLE (FAQ) & URAD WHOLE (FAQ) EX- CWC
VASHI/CWC WADALA/MSWC PANVEL/ASHARA PANVEL

Tender No. MMTCL/MUM/SALE/TOOR & URAD/2016-17/01 Dated: 20 December ,2016

Tender Closing at 1400 Hrs on 28/12/2016

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 Toor Whole, FAQ (+/-5%) & Urad Whole FAQ (+/-5%) at sellers option lying at CWC Vashi & Wadala, MSWC Panvel & ASHARA Panvel. The pulses are offered “on Ex-Godown”.

2. **PRODUCT:** A) 5000 MT (+/-5%) TOOR WHOLE FAQ – AFRICAN ORIGIN, Crop YEAR 2015 -16 AND 2016-17 QUALITY

B) 5000 MT (+/-5%) URAD WHOLE – MYANMAR ORIGIN, CROPYEAR 2015 -16 AND 2016-17 QUALITY

Pigeon Peas (Arhar/Toor) FAQ AFRICA (MALAWI/MOZAMBIQUE/TANZANIA/KENYA) LATEST CROP of 2015-16 and 2016-17

Tentative specifications :

Foreign Matter	1.0% approx.
Weeviled Seeds	3.0% approx.
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	4.0% approx.
Foreign beans	0.5% approx.
Broken seeds (Passing through 3.00 mm slotted Sieve)	2.0% approx.
Moisture	12.0% approx.

Urad Whole (Black Matpe) FAQ MYANMAR LATEST CROP of 2015-16 and 2016-17

Tentative specifications :

Foreign Matter	1.0% approx.
Weeviled Seeds	1.0% approx. by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain) and Brown Seeds	5.0% approx. by weight
Other edible grains (sister beans)	3.0% approx. by count
Small seeds (Passing through 2.75 mm slotted Sieve)	6.0% approx.
Moisture	12.0% approx.

Uric Acid

Not more than 100 mg. per kg.

3. QUANTITY

- A quantity of 5000 MTs (+/- 5%) of Toor Africa is lying at CWC Vashi/MSWC Panvel and Ashra Panvel.
- A quantity of 5000 Mts (+/- 5%) of Urad Myanmar is lying at CWC Vashi & CWC Wadala.
- Material can be inspected at the above godowns on prior appointment after obtaining permission from MMTC.
- Offers should be for minimum quantity of 500 MTs and in multiples of 250 Mts thereafter, separately for Toor (Africa) & Urad (Myanmar). 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) 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.

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 separately for each bid/product in the form of Demand Draft/Pay Order issued by any nationalised 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) is acceptable. 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: UTIB000230
- 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.

7. 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
1501-3000	20
3001-5000	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). 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.

8. DELIVERY TERMS

- MMTC reserves the right to issue delivery order(s) from any of the godown(s) specified in the tender and no request for change of godown(s) will be entertained.
- 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.

9. SUBMISSION OF BIDS:

The offer complete in all respects marked, " Sale of Toor Whole – Africa (FAQ) & Urad Whole (Myanmar) FAQ" addressed to **General Manager, MMTC Limited., MMTC HOUSE, Plot C-22, E Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051** should be submitted in sealed envelope along with requisite EMD **latest by 1400 HRS on 28.12.2016** dropped in the tender box kept at MMTC's reception at the above address. The Tender shall be opened at **1430 HRS on same day i.e 28.12.2016** at the above address. Bidders or their authorised representatives can attend the opening of the tender. Offer should be submitted as per price bid format provided at Annex – I. Validity of bid(s) offered shall be upto **03/01/2017** (6 working days after opening date)

The following may also be complied with:

- Each page/document must be signed and stamped by the bidder(s).
- Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- MMTC reserves the right to accept or reject any or all bid(s) wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.
- Bids sent through fax/email will not be accepted.
- Authorised representative should carry a valid ID proof for attending the tender opening process.

10. 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.

11. 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.

12. LIQUIDATED DAMAGES:

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.

13. 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.

14. 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.

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 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, shall apply to such arbitration proceedings. The venue of Arbitration will be Mumbai.

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 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.

General Manager
MMTC Limited

Mumbai

Place:

Date:

“Annexure I”

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: _____

SR. NO.	PRODUCT	QUANTITY (MT) BIDDED (MINIMUM is 500 MT) AND FURTHER, IN MULTIPLES OF 250 MT's	OFFERED RATE (INR/PMT)
1	TOOR WHOLE FAQ – AFRICA ORIGIN		
2	URAD WHOLE FAQ – MYANMAR ORIGIN		

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

: _____
: _____