

**TENDER FOR SALE OF TOOR & URAD EX- CWC VASHI/CWC WADALA/MSWC  
PANVEL GODOWN**

***Tender No. MMTC/MUM/SALE/TOOR & URAD/2016-17/04***

***Dated: 27/01/2017***

**Tender Closing at 1430 Hrs on 06/02/2017**

***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 Toor Whole, FAQ (+/-5%) & Urad Whole FAQ (+/-5%) at sellers option lying at CWC Vashi & Wadala, MSWC Panvel. The pulses are offered, "on Ex-Godown and on as is where is basis".

**2. PRODUCT:** A) 4500 MT (+/-5%) TOOR WHOLE FAQ – (2100 MTS (+/-5%) OF MYANMAR ORIGIN AND 2400 MTS (+/-5%) OF AFRICAN ORIGIN), Crop YEAR 2015 -16 AND 2016-17 QUALITY

B) 6800 MT (+/-5%) URAD WHOLE – MYANMAR ORIGIN, CROP YEAR 2015 -16 AND 2016-17 QUALITY

**a. Pigeon Peas (Arhar/Toor) FAQ AFRICA**

**(TANZANIA/KENYA) LATEST CROP of 2015-16 and 2016-17**

**Tentative specifications :**

Foreign Matter	1.0% max.
Weeviled Seeds	3.0% max. by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	4.0% max. by weight
Foreign beans	0.5% max.
Broken seeds (Passing through 3.00 mm slotted Sieve)	2.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg. per kg.

**b. Pigeon Peas (Arhar/Toor) FAQ MYANMAR LATEST CROP of 2016**

**Tentative specifications :**

Foreign Matter	1.0% max.
Weeviled Seeds	3.0% max. by count

Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	4.0% max. by weight
Foreign beans	0.5% max.
Broken seeds (Passing through 3.00 mm slotted Sieve)	1.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg per kg

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

**Tentative specifications :**

Foreign Matter	1.0% max.
Weeviled Seeds	1.0% max. by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain) and Brown Seeds	5.0% max. by weight
Other edible grains (sister beans)	3.0% max. by count
Small seeds (Passing through 2.75 mm slotted Sieve)	6.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg. per kg.

**3. QUANTITY**

- A quantity of 2400 MTs (+/- 5%) of Toor Africa is lying at CWC Vashi.
- A quantity of 2100 MTs (+/- 5%) of Toor Myanmar is lying at CWC Wadala and MSWC Panvel.
- A quantity of 6800 Mts (+/- 5%) of Urad Myanmar is lying at CWC Vashi & CWC Wadala and MSWC Panvel .
- Material can be inspected at the above godown on prior appointment after obtaining permission from MMTC.
- Offers should be for minimum quantity of 500 MTs and in multiples of 100 Mts thereafter for Toor Whole (Africa/Myanmar) FAQ and Urad Whole (Myanmar) FAQ. 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). 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(s) 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	5
501-1000	7
1001-1500	10
1501-4000	20
4001-6800	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.

## 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.
- 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.

## 9. SUBMISSION OF BIDS:

The offer complete in all respects marked, " Sale of Toor Whole (Africa/Myanmar) 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 **1430 HRS on 06.02.2017** and dropped in the tender box kept at MMTC's reception at the above address. The Tender shall be opened at **1445 HRS on same day i.e 06.02.2017** 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 **14/02/2017** (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 costs and consequences 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 (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.

### **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.
- Successful bidder(s) to this agreement shall not assign or transfer the product (described in clause 2) or any benefits thereunder to any person.

### **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, and amendments thereto 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.

## 17. 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.

**18 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:



**“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 ( <b>MINIMUM is 500 MT</b> ) AND FURTHER, IN MULTIPLES OF 100 MT's	OFFERED RATE (INR/PMT)
1	TOOR WHOLE FAQ – AFRICA ORIGIN		
2	TOOR WHOLE FAQ – MYANMAR ORIGIN		
3	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 : \_\_\_\_\_