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TENDER FOR SALE OF PULSES

Tender No. MMTC/VIZAG/PUL-SALE/TOOR/2015-16/01 Dated: 4th September, 2015

Sub :MMTC invites sealed bids for sale of Imported Lemon Pigeon Peas (Arhar/Toor) Crop Year 2015 at Krishnapatnam Port on High seas/stock and sale (Ex-Godown) at MMTC's option.

INVITATION FOR BIDS

MMTC Limited invites sealed bids for sale of Imported Lemon Pigeon Peas (Arhar/Toor) Crop Year 2015 of Myanmar Origin. at Krishnapatnam Port on High seas/stock and sale (Ex-Godown) at MMTC's option. Product shall be from new crop and shall be sound, clean, wholesome, free from moulds, fungus, live insects, obnoxious smell, artificial colour, admixture of unwholesome substance. Product shall be of reasonable uniform size, shape and colour characteristics. Product shall be adhering to the plant quarantine regulations for import into India.

Details are as follows:

1. **Product** : Lemon Pigeon Pease (Arhar/Toor) Crop year 2015

2. Quality Specification :

Foreign Matter*	1% Max by weight (of which mineral matter not to exceed 0.25% and impurities of animal origin not to exceed 0.10% by weight)
Weeviled Seeds (Material should be free from live infestation)	3.0% Max by count
Damaged Otherwise (including immature shriveled, heated fungi and	4.0% Max

Discoloured grain)*	
Other edible grains/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
Mycotoxin including Aflatoxin not to exceed 0.03 milligram (30 micrograms per kilogram. Radioactive contamination if any, within permissible international limits	Not to exceed 0.03 milligram (30 micrograms) per kilogram

*Total of foreign matter, weeviled seeds, other edible beans, damaged beans and broken seeds not to exceed 6% by weight.

3. Packing – Packed in new 50 kg gunny/pp bags of capable to withstand weight and multiple handling. High seas buyers may like to note that 2% empty bags to be supplied extra free of cost alongwith the cargo.

4. Origin – Myanmar

5. Weighment – As per Survey Report.

6. Mode of Sale – High Seas or Stock and Sale at MMTC's option

7. Quantity : (a)500 MT MAX and 100 MT MINIMUM.
(b)BIDS IN LOT SIZE(s) OF 100 MT (4 CONTAINERS OF 25 MT EACH)

8. Quantity Allocation : Minimum lot size 100 MT +/- 2% or 4 containers/50 kg bags

Highseas Sale (a) Material stuffed in 20 feet containers
(b) 12 days free time to be allowed for custom clearance and

Destuffing of containers at discharge port failing which the detention and demurrage charges will be paid by the Buyer

Stock and Sale (Ex-Godown) : In lot size of 100 MT in 50 kg gunny/pp bags

9. PRICE : Price to be quoted per MT excluding all duties and taxes as per Bid Format for Highseas/Ex-Godown Krishnapatnam Port as applicable. For high seas, kindly quote in US Dollars only. All taxes and duties to the account of buyer as applicable and will be charged over and above the price quoted.

Highseas Sale : Price to be quoted in US \$ preferably. In case of quote in Indian Rupees, same shall be valued @ Rs.67/- per USD per MT excluding all taxes and duties. However, the Final sale value will be calculated on the basis of exchange rate applied for remittance made to the foreign supplier on the appropriate due date at MMTC's discretion.

Ex-Godown : Price to be quoted in INR per MT excluding all duties and taxes. However, all duties and taxes paid/to be paid by MMTC will be charged over and above the price quoted.

10. Validity : Bids must remain valid upto 7th October 2015 till 5.30 PM

11. EMD –

a) Bid shall be accompanied with a EMD of 15% of total value of Bid through Demand Draft/Pay Order drawn on any scheduled bank favouring **MMTC LIMITED, VISAKHAPATNAM** or through RTGS/NEFT mode or Account Transfer to STATE BANK OF INDIA (OVERSEAS BRANCH)/VISAKHAPATNAM, BENEFICIARY : MMTC LIMITED ; CC A/C NO.00000010308090583- IFSC CODE : SBIN0008974.

(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 at the time for submission of bids, the Bid will not be considered for opening.

b) EMD of the unsuccessful Bidders including those whose Bids are not accepted due to non-fulfillment/not meeting the conditions attached to the Bid/incomplete overwriting/incorrect will be returned within 7 working days of award of tender to the Successful Bidders.

c) EMD of Successful Bidder shall stand forfeited if he fails to provide 100% payment within 7 days time from the date of award of contract.

d) The EMD of Successful Bidder shall be returned after performance of the Contract. No interest shall be paid on EMD.

e) The successful Bidders are required to deposit proportionate amount within 7 days as per the Tender.

12.Payment Term – Ex-godown(Stock and Sale) : 100% payment within 7 days of award of contract to the successful bidder.

Highseas Sale : The Successful Bidder shall enter into a Highseas Sale Agreement with MMTC Limited before the arrival of the vessel. He shall pay 100% of value @ provisional

Ex.rate as determined by MMTC immediately but within 7(seven) days of raising Provisional Invoice. Bidder shall make his own arrangements for clearance from CFS within the free time at his own risk and costs.

13.Title and Risk – MMTC shall retain title and ownership of the material until final payment including interest, if any, has been received in full by MMTC.

High Seas sales – Title will be passed on by endorsement of B/L(s)The risk passes to buyer upon entering into high seas agreement in accordance with INCOTERMS 2010. Insurance shall be transferred to the assignee.

14. Award of Contract/Performance – MMTC shall confirm the acceptance of price to the highest bidder (H1) LOTWISE but reserves the right to cancel the bids at any stage. Successful bidder to execute the contract within 15 working days from the date of MMTC's confirmation from Krishnapatnam godowns. In the event of non execution or non lifting of the cargo by the successful bidder, MMTC reserves the right to forfeit the EMD. A Surveyor may be appointed by MMTC to monitor and supervise the delivery of goods to the successful bidders.

In case of high seas sale, original documents shall be handed over to the successful bidder only after the full payment is received in accordance with high seas agreement.The goods will reach Krishnapatnam port. Bidder to make all arrangements for clearance at his cost.

15. Liquidated Damages – In case the successful bidder(s) fails to deposit the payment within the total time frame, MMTC will be free to rescind the contract and dispose of the cargo at the risk and cost of the successful bidder(s). In addition, their bid amount will be forfeited and damages will be to the bidder.

16. Cancellation of Contract – If the successful bidder(s) fail to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of bid amount. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

17.Documents constituting contract. The invitation of bids, terms and conditions of tender, bid of successful bidders, letter of acceptance issued by MMTC with any amendment prior to the signing of the contract shall constitute the contract between MMTC Ltd., and the successful bidders.

18. DUE DATES :

Submission of Technical Bids and Price Bids	:15 th	September, 2015, 15:00 Hrs IST
Opening of Technical Bid	15 th	September, 2015, 15:30 Hrs IST
Opening of Price Bid	:15 th	September, 2015, 16:00 Hrs IST

19. MODE OF SUBMISSION OF TENDER:

The quotations/bids will be submitted in two separate envelopes as follows:

- i) Envelope No.1 super scribing as TECHNICAL BID containing:
 - a) Tender document duly signed and stamped on all pages
 - b) Filled up format (ANNEXURE 1)
 - c) EMD (as applicable) – DD / By RTGS (A photocopy of proof of submission to be enclosed)
 - d) Copy of VAT registration/CST registration;
 - e) Copy of PAN CARD
 - f) Copy of FSSAI

- ii) Envelope No.2 super scribing as PRICE BID as per Annexure-II; The bidder shall submit price bid as per Annexure II. The price shall be quoted excluding all duties and taxes in PMT basis in US\$ for high seas sale Ex- Krishnapatnam Port (Containeryard) as per tender in the price bid format or in Indian rupees ex-CWC /CFS warehouse.

- iii) Envelope No.3 containing both TECHNICAL BID and PRICE BID duly completed and should be super scribed as BID FOR PURCHASE OF Lemon Toor, duly addressed to General Manager, MMTC Limited, MMTC Bhavan, Visakhapatnam-530035, should be deposited in the Tender Box placed in the office premises from 1000 hrs to 1500 hrs on the DUE DATE. It would be at MMTC;s sole discretion to decide on the mode of sale i.e. high seas or godown sale

Only those who qualify in the technical bid shall be considered for evaluation and only their price bids will be opened. Incomplete offer or offers received after the closing time and date shall not be accepted.

20. Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

21. GENERAL CONDITIONS

21.1 Subject to the terms and conditions set out herein, sale shall be made to the highest bidder (LOTWISE) preferably on high seas sale only. Seller reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes. Announcements during the tender on the website and/or by facts including announcement of any additional conditions or correction in the tender including quantity are binding on the bidder.

21.2. MMTC reserves the right to accept or reject any or all tenders or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender enquiry are available at MMTC's website www.mmtclimited.gov.in and <http://eprocure.gov.in>

21.3. In case of High Seas sale, H-1 Bidder has to sign the Highseas sale Agreement and pay the balance amount prior to the entry of the vessel in the Customs Territory of India. On receipt of full payment, the documents will be endorsed in favour of the Buyer for lifting the material. In case buyer fails to honour the commitment within the reasonable time frame, it will be at the sole discretion of MMTC for affecting any alternate sale to any other customer at the risk and cost and damages to the account of defaulting bidder. In case of delay, high seas customer could be asked to top up the security amount in line with the international market conditions and the directions of MMTC to the high seas buyer to be binding and final.

17. Terminal Handling charges are to be borne by the Buyers on High seas sale.

18. ARBITRATION :

Any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope or operation or effect of this contract or the validity or breach thereof, shall be settled by arbitration by a Sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC and the award made in pursuance thereof shall be binding on the parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be at Visakhapatnam. The Indian Laws shall apply.

19. FORCE MAJEURE

Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended 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 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 termination of the circumstances preventing the performance of the contract. A certificate issued by the respective chambers of

commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

ANNEXURE 1 (TECHNICAL BID)

Sl. No	Document	Details
1	Company Name, Address, Tel No, Fax No, E Mail Id etc of the Bidder	
2	Signed / Stamped Copy of Tender Document (uploaded / by courier).	
3	Payment Details (EMD)	
4.	Offer validity	As per tender

1. Copy of PAN Card of firm/company and its Partners / Directors / Proprietor duly attested
2. Copy of certificate of CST / VAT duly attested

Signature of the Proprietor
With Stamp & Seal of the Firm

ANNEXURE -II

PRICE BID

1	Product	Lemon Pigeon Pease (Arhar/Toor) Crop year 2015		
2	Name of the Bidder			
3	Address of the Bidder			
		Qty. in MT (In lot sizes of 100 MT) ex cluding duties and taxes	BIDS Rate Per MT IN IN US \$ excluding duties and taxes	EQUIVALENT BID IN USD (@Rs.67/US\$) Per MT excluding duties and taxes In case of Indian Rupee quote
	HIGH-SEAS(Krishnapatnam port)			

		Qty. in MT (In lot sizes of 100 MT) excluding all duties and taxes	BIDS Rate PMT (Rs.) excluding duties and taxes
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	Ex-Godown Krishnapatanam		

Signature of the Proprietor
With Stamp & Seal of the Firm