



**Chennai Regional Office**  
6, Essar House, Esplanade, Chennai, 600108  
Phone : 044-25340528; 044-25341035

## **Tender for Ex-Godown Sale of Pulses**

**Tender No: MMTC/CHN/PULSES/SALE//2015-16/01    Date: 18.03.2016**

**Closing At 15.00 Hrs (IST) on 31.03.2016**

### **Terms & Conditions of Tender:**

#### **1. Invitation for Bids:**

MMTC Limited., Regional Office, 6, Essar House, Esplanade, Chennai, 600108, invites sealed tender for sale of imported Pigeon Peas(Arhar/Toor) whole “**on Ex-Chennai (CWC, Ambattur) godown as is where is basis**”. Interested parties may send their bid for the same in the prescribed format as given in appendix-1. The terms and conditions for this tender are as follows: -

#### **2. Item:**

##### **Pigeon Peas (Arhar/Toor) whole- FAQ latest crop of 2015**

Qty offered =**105 MT(plus or minus 5%)**

Ex-CWC, Ambattur

#### **3. Origin:** Malawi/Mozambique origin

#### **4. Bid Quantity called for:**

The bids are called for the entire quantity of 105 (plus or minus 5%) metric Tons of Pigeon peas (One hundred and five Metric tons only)

...2/-

**5. Price:**

Bids are invited for entire qty of 105 Mts (plus or minus 5%). The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. The bids below the MMTC's reserved price of Rs.76,000/- , shall be rejected.

**6. Validity:**

Bid must remain valid for eight working days from the date of opening of tender ie. till 08.04.2016.

**7. Taxes, Levies:**

Taxes, levies, cess i.e. VAT, Turnover Tax etc., if applicable, is/are to be paid by the successful bidder (s).

**8. Earnest Money Deposit (EMD):**

- a. **EMD of Rs.4,00,000.00 (Rupees Four Lakhs Only)** to be deposited along with the bid in the form of RTGS/DD in favour of **MMTC LIMITED**, payable at **Chennai**.
- b. EMD of the unsuccessful Bidder(s) shall be returned within eight working days from the date of finalization of tender.
- c. The EMD of the successful bidder(s) shall be adjusted at the time of full and final payment of the value of material sold.
- d. EMD of successful bidder shall stand forfeited if the bidder fails to deposit the balance amount of bid value of the cargo and complete the lifting of stock within the permitted time as mentioned in 12(a).

**9. Submission Of Bids:**

The bid along with complete, signed tender document and EMD, enclosed in a sealed envelope, addressed to **The Addl. General Manager (Agro)**, MMTC Ltd., Chennai Regional Office, 6, Chennai House, Esplanade, Chennai, 600108 should be dropped in tender box kept in MMTC office premises at the above mentioned address by the date and time mentioned at page one.

The tender shall be opened at **15.30 hrs. IST on same day, as mentioned at page 01**, in premises of MMTC Chennai, at the above address. Bidders or their authorized representatives, if wish to do so, may attend the opening of the tender. Bids must be submitted as per price bid format provided in "**Annexure- I**" only.

The following are also to be agreed for /complied with while submitting the bid:

- a) The local agent of the bidder, duly authorized by his principal, may submit bid, negotiate and sign contracts and other documents. (In case of any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on such local agent, shall be admitted and held as valid as if served upon the principal/bidder).
- b) Each page of tender document must be invariably signed by the Bidder.
- c) Letter(s) of acceptance will be issued by Fax or E-mail or Courier to the successful bidder(s) and/or to his/their Agents(s).
- d) Bid(s) incomplete or deficient, received late and/or not accompanied by valid amount of EMD and/or received with condition may be rejected at the discretion of the MMTC.
- e) MMTC reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason there for.
- f) MMTC also reserves the right to increase or decrease the quantity offered on its own discretion.
- g) Since the material is offered on “**Ex-Chennai (CWC, Ambattur) godown, as is where is basis**” the bidder must inspect the cargo and satisfy himself about the quality of the material before submitting the bid. The inspection time shall be during the working hours of CWC. No claim, what so ever, about the quality of the material is acceptable subsequently.

#### **10. Documents Constituting Contract:**

The Invitation of Bids, the terms and conditions of Tender as laid herein, Bid of the successful bidder (s) and Letter of Acceptance issued by MMTC along with any amendment made subsequently shall constitute the Contract between MMTC and the successful bidder(s).

#### **11. Payment:**

The successful bidder(s) shall be required to make advance payment to MMTC by way of RTGS for the qty bid and complete the lifting within the time allowed as specified in clause 12 of this tender document.

...4/-

## 12. Delivery

After the bid has been accepted, the bidder shall make full payment for the balance bid value within 2 days from the date of acceptance of the bid and complete the lifting within a period as detailed below:-

a) Lifting time

**For a qty of 105 MT(plus or minus 5%) : 7 days , maximum from the Delivery order date.**

b) The above Free time will be allowed from the date of acceptance of the bid. No further time for lifting will be allowed and the EMD will be forfeited and bid cancelled if the bidder failed to lift the material within the lifting time allowed.

c) In case the successful bidder fails to make the payments within the stipulated period, extension of time for making payment shall be at the sole discretion of MMTC. MMTC shall have the right to dispose of the goods at the risk and cost of the bidder in addition to forfeiture of EMD.

d) The material is offered **on ex- Chennai (CWC, Ambattur) godown, as is where is basis** and therefore all delivery expenditures such as labour, transportation, weighment etc. are to be borne by the buyer only.

## 13. Cancellation Of Contract:

If the successful bidder(s) failed to fulfill their contractual obligations within the stipulated period , MMTC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of EMD. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

## 14. Arbitration:

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled by the Arbitration in accordance with the Arbitration & Conciliation Act 1996 and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Chennai.

**AGM (Agro)  
MMTC Limited, Chennai**

**Tender No: MMTC/CHN/PULSES/SALE//2015-16/01 Date: 18.03.2016**

**Closing At 15.00 Hrs (IST) on 31.03.2016**

**Price Bid (To be completed by Buyer)**

**Name & Address of the Bidder:**

**TIN No.**\_\_\_\_\_

**Name & Phone # of Contact person**\_\_\_\_\_

**Tel No.** \_\_\_\_\_ **Fax No.**\_\_\_\_\_

**E-mail**

<b>Commodity</b>	<b>Quantity bid in Metric tons</b>	<b>Price quoted (Rs.) Per metric ton</b>
<b>Pigeon Peas(Arhar/Toor whole)</b>		

**Details of EMD**

<b>DD/Pay order No.&amp; date</b>	<b>Name of Bank &amp; Branch</b>	<b>Value in Rs.</b>

We hereby confirm that we have carefully read the terms and conditions of the Tender document and hereby agree to abide by the same for fulfillment of the contract for sale and also confirm that, while making this bid, we have fully satisfied our-self about the quality of the material offered in this tender and have no confusion and doubt about the same.

**Name**\_\_\_\_\_

**Designation** \_\_\_\_\_

**Signature of the Bidder with seal** \_\_\_\_\_

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_