



PAN NO.AAACM1433E  
**CIN L51909DL1963GOI004033**

Tender no. MMTC/CO/GT/CT/1

Date 27.02.2019

### Notice inviting global tender for export of Cotton

MMTC invites global tender for export of cotton of Indian origin for interested buyers. The last date of submission of tender is 15.00 hrs. IST on 11<sup>th</sup> March, 2019. The complete details of the tenders are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and Government website <https://eprocure.com> Corrigendum if any will be hoisted on the above sites only.

**1. Commodity : Cotton (Latest crop):**

Variety	Staple Length (mm)	Mic
BB MOD	30	3.5-4.3
MECH MOD	28	3.5-4.7
H4 MOD	30	3.5-4.7

The cotton available is of standardized quality packed with high standardized grey cloth covering bale from all sides bound with iron strip/plastic strip. Approximate weight of each bale is 164-168 kg.

**2. Quantity:** 1000 MT for each of the above variety. Shipment in containers.

**3. Load Port:** JNPT Nhava Sheva

**4. Delivery basis:** FOB JNPT

**5. Origin :** India

**6. Price:** Bidders may quote unit price on FOB JNPT as per the Price Bid format attached. Price Bid is to be submitted on the Bidder's Letterhead duly signed by authorized signatory and submitted in tender box.

**7. BID BOND/EARNEST MONEY DEPOSIT**

The offer shall be accompanied by a BID BOND in US Dollars, as per MMTC's standard format (**Annexure-I**) or Bank Draft for 2 % value of the total bid. The Bid Bond must be valid for 30 days. In case of unsuccessful bidders, the BID BOND/EMD shall be returned.

No interest would be paid for bid bond/EMD amount. Original Bid bond/Bank draft should be submitted to Seller on or before closing of the tender i.e. 1500 Hrs (IST) of 11<sup>th</sup> March, 2019.

EMD amount can also be transferred through RTGS in US\$ to MMTC in SBI account 52142903753, swift SBININBB42, State Bank of India. No interest will be payable on EMD amount.

**8. Performance Guarantee:** All bidders (except MTPL, Singapore which is a 100% subsidiary of MMTC) are required to submit Performance Guarantee within 5 working days from the date of issuance of signed sale contract by MMTC. A Performance Guarantee @ 2% of the FOB value through a scheduled commercial bank other than Gramin Bank, Dhan Lakshmi Bank, Nainital Bank and Cooperative Banks at New Delhi, India. Networth of the BG issuing Bank shall not be less than 500 crore and minimum capital adequacy ratio of 9%. PG will be valid for the period of 6 months or further extended period till the obligation in the export contract is furnished.

Apart from PBG through Bank, amount can also be transferred through RTGS in US\$ to MMTC in SBI account 52142903753, swift SBININBB42, State Bank of India. No interest will be payable on PBG amount.

## **9. Payment terms & conditions**

Buyer will establish irrevocable, without recourse L/C payable on presentation of documents to the negotiating bank with TT reimbursement Clause. L/C to be established by a first class international bank for full contract value within 10 working days from the date of LOI.

## **10. Validity:**

Firm quantity offered to be kept valid till 17.30 hrs. of 20<sup>th</sup> March, 2019.

## **11. FORCE MAJEURE:**

i. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.

iii. In so far as any of the above causes shall prevent Buyer from nominating and accepting any delivery under the Agreement, Buyer shall be excused from nomination and acceptance of such delivery.

iv. If the operation of such conditions continue to exceeds three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

v. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

## **(12) ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration in accordance with the rules of the Indian Council of Arbitration, New Delhi. And the award made in pursuance thereof shall be binding on the parties. The venue for the Arbitration shall be New Delhi. New Delhi Court shall have jurisdiction and Indian laws will apply.

## **(13) SPECIAL CLAUSE**

Seller would enter into contract/agreement solely on its own behalf and not on behalf of any other person or entity or Government of India. Seller has separate legal entity with powers and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. Seller would not be representative or delegate of the Government of India. Government of India would not be liable and under no obligations or rights for the performance of the Seller.

## **(14) 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 Buyer while discharging its obligations under the agreement or otherwise, comes within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend /discontinue dealings or take any curative measures with the Buyer in accordance with the policy in force.

## **(15) FRAUD PREVENTION**

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake

to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non–submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **(16) GENERAL CONDITIONS:**

1. Offers from bidders who have been blacklisted by Govt.of India/Govt. of India agencies are liable to be rejected.

2. Bids are to be made in the Price Bid format – Annexure-III
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax/email shall not be entertained.
4. Bidders to certify as per Certificate – Annexure-IV, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. MMTC reserves the rights to cancel the tender in totality without assigning any reason.

#### (17) SUBMISSION OF BIDS & VALIDITY

The offers to be submitted under two Bid system i.e. **First Techno Commercial Bid** comprising of Quantity, Shipment period, D&B Report (not more than 12 months old as on date of submission of bid), Bid Bond, Certificate as per Annexure IV & V etc. The **Second Bid** i.e. **PRICE BID** should contain only the details of Price offered. The bids complete in all respects addressed to the General Manager (Projects), MMTC Limited, 7, Institutional Area, Core-I, SCOPE Complex, Lodhi Road, New Delhi-110-003 (India) should be deposited in a sealed envelope in the tender box on the 3<sup>rd</sup> floor at the above mentioned address. The bids should reach MMTC latest by 1500 hrs, 11th March, 2019. **PLEASE NOTE THAT OFFERS SENT THROUGH FAX OR E-MAIL WILL NOT BE ACCEPTED.** Copy of D&B report of the bidder (not more than 12 months old as on date of submission of bid) and Bid Bond in original can be submitted by post prior to opening of the bids.

The bids shall be opened at **1600 hrs. IST on 11<sup>h</sup> March, 2019.** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per Bids format provided at Annexure-III & IV.

#### (18) ELIGIBILITY

1. Bidder to submit their credit rating report by Dun & Bradstreet/S&P/ Moody's/ ICRA/CRISIL/CARE, such rating shall be satisfactory or equivalent. The report should not be more than 12 months old and valid as on opening of price bid. The Bids are not acceptable without credit rating report and not be considered.
2. Original Bid Bond/Earnest Money in physical form should reach us on or before closing date and time of tender.
3. The bidder should have 1 years experience in Cotton business.
4. The bidder to provide last three year Audited financial statements.

Tender no. MMTC/CO/GT/CT/1

Date 27.02.2019

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and encashable at the counter of any Indian Schedule Bank)

MMTC Limited  
Core 1, Scope Complex,  
7 Institutional Area,  
Lodhi Road,  
New Delhi-110 003

Dear Sirs,

WHEREAS M/s \_\_\_\_\_(Bidder) has offered to purchase a quantity of \_\_\_\_\_MT of Cotton from MMTC Limited, hereinafter referred to as "MMTC " and the Bidder is required to submit a Bid Bond value of \_\_\_\_\_ which is 2% of the value of the total BID as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC the amount of US\$ \_\_\_\_\_, in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till \_\_\_\_\_ at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_(US Dollar \_\_\_\_\_ only) and it will remain in force upto \_\_\_\_\_ in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till, **5<sup>th</sup> April, 2013** all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, \_\_\_\_\_Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the constitution of said Bidder/MMTC.

DATED: \_\_\_\_\_ FOR \_\_\_\_\_

PLACE: \_\_\_\_\_ BANK \_\_\_\_\_

N.B. : Bid bond to be furnished in US\$ only. Bid bond in Indian Rupees will not be accepted.

Tender No. MMTC/CO/GT/CT/1

Date 27.02.2019

PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India and encashable at the counter of any Indian Bank)

Performance Guarantee No. .... dated ..

MMTC Limited  
Core 1, Scope Complex,  
7 Institutional Area,  
Lodhi Road,  
New Delhi-110 003 (INDIA)

Dear Sirs,

1. WHEREAS, MMTC Limited having its registered office at Core- 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at ..... (hereinafter called 'the MMTC') have entered into Contract No. .... Dated ..... (hereinafter called 'the Contract') for ..... with M/s. (name) ..... address ..... (hereinafter called the 'XX')
2. AND WHEAREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of USD .....
3. AND WHEREAS at the request of the 'XX' we, ..... Bank, ..... (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of USD ..... Payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, ..... Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of USD ..... only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee

5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD ..... Our Guarantee shall remain in force until .....(date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before .....(expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said, 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said M/s XX.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of US\$ ..... only by MMTC.
11. We..... (Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said "XX".
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DATE OF \_\_\_\_\_ 2019

Yours faithfully,  
For and on behalf of  
\_\_\_\_\_ Bank

(Address)  
(Banker's Seal)  
Annexure-III



**PRICE BID**

(To be completed by bidder)

A. Name of Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax \_\_\_\_\_ E. Mail \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

**DETAILS OF BID BOND/BANK DRAFT:**

Bid Bond No./Bank Draft	Date	Issuing Bank/ Drawn on	Amount (US\$)

**B. Qty.: In MTs.**

Price: In US\$ PMT on FOB basis loose in Bulk

Shipment period: 15<sup>th</sup> April 2019 to 30<sup>th</sup> APRIL 2019

Shipment in Containers

Variety	Staple Length (mm)	Mic	Quantity(MT)	JNPT Port – FOB Price (US\$/PMT)
BB MOD	30	3.5–4.3	1000	
MECH MOD	28	3.5–4.7	1000	
H4 MOD	30	3.5–4.7	1000	

Name & Signature of the Bidder  
 With seal & Designation

Tender no. MMTC/CO/GT/CT/1

Date 27.02.2019

**CERTIFICATE**

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt.of India or Govt. of India agencies.

Signature of the Bidder\_\_\_\_\_

Full Name of Authorized Representative\_\_\_\_\_

Designation\_\_\_\_\_

Company Seal

Tender no. MMTTC/CO/GT/CT/1

Date 27.02.2019

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact	:	
Designation	:	
Date of	:	
Correspondence	:	
	:	
	:	

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

Name

Designation