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TENDER FOR EXPORT OF SUGAR

TENDER NO.MMTC/AGRO/EXP/SUGAR/2016-17/01

DATED 25/07/2016

Closes on 29th July, 2016 at 1130 Hrs (IST)

MMTC INVITES OFFERS FOR EXPORT OF SUGAR

***COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL
MANAGER(AGRO) OR CAN BE DOWNLOADED FROM OUR WEB SITE:***

www.mmtclimited.com,

&

<http://eprocure.gov.in>



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TENDER NO: MMTC/AGRO/SUGAR/EXP-PUR/2016-17/1 DATED 25st July, 2016

DATE OF OPENING: 29.07.2016 TIME: 1130 HOURS

Bids are invited from sugar mills for exports for supply and delivery of Indian White Crystal Cane Sugar on CIF, **Mogadishu Port (Somalia)** basis , as per details mentioned below:

1. **QUANTITY:** 2,000 MT +/-5% at buyers' option. In Bags Stuffed in Containers ON NETT DELIVERED/SHIPPED. BASIS
2. **GRADE :** Indian White crystal Cane Sugar –**Indian Standard (IS) of latest Crop year 2015-16..**
3. **QUALITY :** White crystals, free from foreign matters, preservatives and added colours of **Indian Standard (IS)**.

ICUMSA	100% max
Polarisation	99.8% minimum
Moisture	0.04% Max
Ash	0.04% Max
Grain	Standard S-30, S-31, M-30 or M-31

4. **PACKING:** Packed in new poly propylene bags of 200 gms each with inner polythene lines of 200 gauges. Standard producer marks, with month & year of production and month & year of expiry must be mentioned in the bags. Bag marks must also include basic product description, country of origin and weight content.

5. **DELIVERY:** The offers are invited **on CIF Mogadishu Port (Somalia) basis** in Bags Stuffed in Containers and Shipped on Board basis. The entire quantity to be Shipped within 60 days of signing the contract or Mutually Agreed Period. **Bidder to indicate the Load Port in their Bid.** At load port, all vessel related charges are to the account of ship-owners/Seller. **The Seller has also to provide 14 days Free Detention Period at**

Destination for clearance of cargo as per the international trade practice. The 14 days free period should be mentioned in the Bill of Ladings.

6. QUANTITY WEIGHT /QUALITY: Independent inspection agency nominated by the Buyer at Seller's cost shall inspect cargo at Port godowns for onward movement & loading into the Vessel. The Inspection Report issued by same independent Agency for quality at Port godowns and quantity at load port will be final and binding on both the parties.

7. PAYMENT: The suppliers shall be released 100% payment for the material supplied (Nett shipped Quantity) only after MMTC receives the following:

- a. 100% payment by irrevocable non-transferable letter of credit or CAD in INR.
- b. The letter of Credit shall be negotiable against the following documents:

- (1) Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing interalia quantity/ description, quality of pulses shipped, price and net Invoice value.
- (2). Complete set of Original Bill of Lading, marked "SHIPPED ON BOARD" and "FREIGHT PREPAID" made out to order of opening bank and blank endorsed, notify party "APPLICANT". Bill of Lading(s) to be signed by Master of the Vessel or by a named agent for and on behalf of the Master or the Owner of the Vessel
- (3). Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency(SGS) nominated by the Buyer.
- (4). Certificate of Crop Year by the inspection agency nominated by the Buyer.
- (5) Packing List certified by the Load Port Inspection Agency.
- (6). Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.
- (7). Certificate issued by the Govt. nominated Official Agency goods shipped are in conformity with tender/contract specifications and also that the cargo is fit for human consumption.
- (8). Certificate of origin issued by Chamber of Commerce in Country of Origin.
- (9)Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing.
- (10) Original Marine Insurance Certificate
- (11)Copy of Fax advising shipment particulars in accordance with Contract .

MMTC WOULD PROVIDE THE RELEASE ORDER FROM CONCERNED MINISTRY FOR WAIVER OF BASIC CUSTOM DUTY APPLICABLE ON SUGAR EXPORTS

Any additional documents, if required by the buyer to be arranged by the Seller at their own cost.

8. **RISK:** All related risks of supply including all quantity and quality disputes with the foreign buyer shall be the responsibility of supplier and will be settled by them.

9. **TAXES:**All cargo related local duties and taxes shall be at associate suppliers account.

10. The MMTC reserves the right to cancel any one bid/all bids without assigning any reason.

11. **SUBMISSION OF OFFER & VALIDITY:** The offers complete in all respects (Annexures I & II) along with Bid Bond (Annexure-III) Or Demand Draft in favour of MMTC Limited- Payable at Delhi for equivalent 5% value of the cargo offered, addressed to Chief General Manager, Agro Division, MMTC Limited, Core – 1 , Scope Complex,7 Institutional Area, Lodhi Road, New Delhi-110003 , should be deposited in sealed envelope in Tender Box at 3rd floor at the above address latest by **11:30 hours IST on 29.07.2016.**

FORCE MAJEURE:

- i. Buyer/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 Buyer'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. 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.
- iii. 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.
- iv. 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.
- v. 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.

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.

SPECIAL CLAUSE

Buyer would enter into contract/agreement solely on its own behalf and not on behalf of any other person or entity or Government of India. Buyer 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. Buyer 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 Buyer.

In case of imposition of any ban or suspension by Govt. of India of export of Sugar, at any point of time, Buyer would not be responsible for any default and Buyer would have the right to invoke the Force Majeure clause at the time of any suspension/ban by Government of India.

The tender shall be opened at 12:00 hours IST on **29.07.2016** in MMTC office at above address. Bidders or their authorized representatives may attend the opening of the Tender.

The offers must be valid for acceptance by MMTC till 1730 hours IST on **10th August,2016** failing which offer will be treated invalid.

Chief General Manager(Agro)

ANNEXURE-I

TENDER NO.MMTC/AGRO/EXP/SUGAR/2016-17/01 DATED 25th July, 2016

TECHNO COMMERCIAL BID

1. Details of Bid Bond/DD

Bid Bond No./DD No. _____ Dated _____ For (Amount in INR) _____.

2. 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. Following documents have been submitted

3. The Bidder Sugar Mill is required to submit the following documents:-

- a) Copies of Audited Balance Sheets and P&L for the last 3 years
- b) Copies of IEC, PAN, VAT, Excise Registration Certificates
- c) Bank's letter of Comfort

Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Signature of the Bidder

Full Name _____

Designation _____

Seal of Company_____

ANNEXURE-II
TENDER NO.MMTC/AGRO/EXP/SUGAR/2016-17/01 DATED 25th JULY, 2016

PRICE BID

Name of Bidder:

Address:-

Tel._____ Fax No._____ Email_____

Contact Person

Bid Bond/DD No._____ dated_____ Value_____

(See Anx.III)

TYPE OF SUGAR	QUANTITY	SHIPMENT PERIOD	LOAD PORT	Unit Price PMT INR CIF- Mogadishu Port (Somalia)
Indian White Crystal Cane Sugar -Indian Standard (IS)				

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.

Name, Designation & Signature of the Bidder with Seal

ANNEXURE-III

Tender No.MMTC/AGRO/EXP/SUGAR/2016-17/01

BID BOND PROFORMA

(To be executed by any Scheduled Bank in India)

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

Dear Sirs,

WHEREAS M/s _____(Bidder) has offered to supply a quantity of _____MT of SUGAR to MMTC Limited, hereinafter referred to as "MMTC " and the Bidder is required to submit a Bid Bond value of _____ which is 5% 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 INR _____, 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 **30th September, 2016** at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it will remain in force upto **30th September, 2016** in India till midnight unless a claim under the Guarantee is filed against us on or

before midnight in India till **30th September, 2016** 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 submitted in Indian Rupees only.**