



A Govt. of India Enterprise
Touching Lives, adding value
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**NIT NO. MMTC/KOL/AGRO/GINGER/SALE/16-17/02 dated
15.07.2016**

TENDER FOR SALE OF FRESH GINGER MEGHALAYA VARIETY

MMTC invites sealed bids for sale of fresh Ginger Meghalaya variety as per details given in the NIT. **The last date of submission of tender is at 15:00 hours IST on 19.07.2016.**

The complete details of the tender are available at MMTC's website www.mmtclimited.com and Govt. website at <http://eprocure.gov.in>

ADDL.GENERAL MANAGER (Agro)



NIT NO. MMTC/KOL/AGRO/GINGER/SALE/16-17/02 dated 15.07.2016

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender for sale of fresh Ginger Meghalaya variety on the terms and conditions as below.

The bidders may download the tender document from our website www.mmtclimited.com or www.eprocure.gov.in/www.tenders.gov.in and can also obtain a copy of the same from Agro Division at the above mentioned address during office hours on any working day before the last date of submission.

Filled-up signed bids and tenders should be submitted in prescribed TENDER FORMS in a sealed envelope. The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 19.07.2016 at 15:30 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

This envelope should be super-scribed with the '**TENDER FOR SALE OF FRESH GINGER AT KOLKATA**', Tender No. & date, Name and address of the bidder and shall be addressed to "**ADDITIONAL GENERAL MANAGER (AGRO), MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**". The bidder(s) are required to submit their sealed tender on or before **19.07.2016 by 15:00 Hrs.**

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. **Product** : Fresh Ginger
2. **Origin** : Meghalaya variety
3. **Size**: Ranging from 50 gm to 250 gm.
4. **Quantity**: 18 MT (2 Truck load of 9 MT each) in 2(two) lots of 9 MT each. Quantity tolerance of +/- 5%. Bidder may quote for either Lot 1 and Lot 2 or both.
5. **Packing**: In Food-grade gunny bags of 60 Kg nett.
6. **Product Description**: The ginger will be of assorted size ranging from 50 gm to 250 gm. Ginger shall be fresh, sound, clean, free from moulds/fungus, live insects obnoxious smell, artificial color.
7. **Specification**: Healthy, Tasty, Hygienically packed, High nutritional value and fit for human consumption.
8. **Mode of Sale /Delivery terms**: MMTC shall sell the goods on FOR Kolkata basis.
9. **Delivery period**: There will be a time gap of about 7 days between despatches of Lot 1 and Lot 2.
10. **Quality & Weight**: Lorry receipt quantity is final for payment. However, MMTC shall also depute independent surveyor (M/s SGS India Limited) at MMTC's cost to undertake sampling for quality and weight.



10. Quantity Allocation:

SI No	Lot No	Lot Size (Quantity)
1	LOT 1	9 MT (+/- 5%) i.e One Truck Load
2	LOT 2	9 MT (+/- 5%) i.e One Truck Load

Bidder can bid either for LOT 1 or LOT 2 or both

11. PRICE:

Price to be quoted in Rupees per MT excluding all duties and taxes as per Bid Format at **Annexure I**. All taxes and duties to the account of buyer as applicable and will be charged over and above the price quoted.

12.DUE DATES:

Last date for submission of Bids : 19th July, 2016, 15:00 Hrs IST
 Opening of Bid : 19th July, 2016, 15:30 Hrs IST

13. Validity: Bids must remain valid till 18th August'2016.

14. BID MONEY/EMD:

a) Bid shall be accompanied with interest free bid money of Rs.20,000/- for each lot size of 9 MT as per clause no.10 and shall be submitted through Demand Draft/Pay Order drawn on any scheduled bank (other than co-operative bank) payable in Kolkata in favour of "MMTC LIMITED", or through RTGS/NEFT mode (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.(RTGS BANK DETAILS):

- Beneficiary Name: MMTC Limited
- Bank Name: State Bank of India
- A/C NO. 11051192270
- Branch: CAG Branch Kolkata
- IFSC CODE: SBIN0009998

b) Bid Money 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) No interest shall be paid on the EMD/Bid Money.

d) EMD amount shall be returned back to the successful bidder after completion of the transaction(s) and settlement of all accounts.



15. Payment Terms :

- The successful bidder shall make 100% payment within 2days after issuance of invoices/intimation from MMTC for value of material.
- In case of delay of payment by the successful bidder, MMTC shall reserve its right to dispose off the cargo at the costs and risk of the successful bidder and claim liquidated damages apart from forfeiting the EMD.

16. Title and Risk – MMTC shall retain title and ownership of the material until final payment has been received in full by MMTC.

17. Award of Contract/Performance –

- MMTC shall confirm the acceptance of price to the highest bidder (H1) lot wise but reserves the right to cancel the bids at any stage.
- If MMTC desire to sale the additional quantity at the H1 price, MMTC shall offer the additional quantity to H1 bidder.
- In case H1 bidder shall accept the additional quantity, H1 bidder shall have to deposit additional Bid Money in the form of cash for additional quantity as EMD within 2 (Two) days from the issuance of letter of acceptance.
- In case H1 bidder shall not accept the additional quantity, MMTC may offer the additional quantity at the H1 price to the H2, H3.. bidder and allocate quantity accordingly after receipt of EMD from the bidders.
- In the event of non lifting of the cargo by the successful bidder, MMTC reserves the right to forfeit the EMD
- A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods to the successful bidders.

18. Liquidated Damages – In case the successful bidder(s) fails to deposit the payment within the 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, the EMD amount will be forfeited and claim damages from the bidder.

19. 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 EMD amount. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

20. 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 shall constitute the contract between MMTC Ltd., and the successful bidders. Bidders must sign along with official seal all pages of the tender while submitting the bid to MMTC as a token of acceptance of all the terms and conditions of the tender.



21. MODE OF SUBMISSION OF TENDER:

The bids will be submitted in sealed cover super scribing as PRICE BID FOR FRESH GINGER containing:

- a) Tender document duly signed and sealed on all pages
- b) Filled up format (ANNEXURE I – PRICE BID)
- 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

Incomplete offer or offers received after the closing time and date shall not be accepted.

22. 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.

23. GENERAL CONDITIONS

23.1 Subject to the terms and conditions set out herein, sale shall be made to the highest bidder Lot wise. MMTC 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.

23.2. 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 are available at MMTC's website www.mmtclimited.com and <http://eprocure.gov.in>

24. 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 fifteen days(15days) 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.



25. ARBITRATION :

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration in terms of Arbitration and conciliation Act, 1996 and as amended. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties



ANNEXURE -I

NIT NO. MMTC/KOL/AGRO/GINGER/SALE/16-17/02 dated 15.07.2016

PRICE BID FOR FRESH GINGER

1. Name of the Bidder:
2. Address:
3. PAN No.:
4. Sales Tax/VAT No.:
5. Contact Person:
6. Tel No.:
7. Fax No.:
8. E-mail Address:

(Mode of Sale F.O.R Kolkata)

Sl No.	Bid Quantity	EMD Amount with Details	Price offered per MT in Indian rupees (excluding taxes)
1	LOT 1 (9 MT i.e One Truck Load)		
2	LOT 2 (9 MT i.e One Truck Load)		

We have carefully gone through the terms & conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

Date:
Place:

**Signature of the Proprietor/bidder
With Stamp & Seal of the Firm**