



9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003

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**Tender No. MMTC/HYD/PULSES/SALE/TOOR/2015-16/01**

**Dated: 18<sup>th</sup> September, 2015**

**Closing dated: 22<sup>nd</sup> September, 2015**

**TERMS & CONDITIONS FOR TENDER:**

**1. Invitation for Bids:**

MMTC Limited , 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003, invites sealed bids for sale of Imported Lemon Pigeon Peas (Whole Arhar/Toor) Crop Year 2015 of Myanmar Origin arriving at Krishnapatnam Port on High seas sale basis:

**2. Product :**

a) Lemon Pigeon Pease (Arhar/Toor) Crop year 2015.

b) 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.

**3. 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% max by count
Damaged otherwise (including immature shriveled, heated fungi and discoloured grain*)	4% max

Other edible grains/beans*	0.5% max
Broken seeds (passing through 3mm slotted sieve)*	1% max
Moisture	12% 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.

4. **Packing:** Packed in 50 kg gunny/pp bags of capable to withstand weight and multiple handling. High seas buyers may like to note that 2% empty bags may be supplied extra free of cost along with the cargo.
5. **County of Origin:** Toor Lemon, Myanmar Origin.
6. **Weight/Quantity:** As per Survey Report at Load Port certified by Independent Surveyor of Repute, nominated by MMTC Limited.
7. **Mode of Sale:** High Seas sale basis CIF Krishnapatnam basis.
  - a) Material stuffed in 20 feet containers.
  - b) 12 days free time to shall be allowed to successful bidders for custom clearance and De-stuffing of containers at discharge port failing which the detention and demurrage charges will be paid by the Buyer/successful bidders as per CFS/Port tariff.
8. **Bid Quantity :**
  - (a) **500 MT MAX and as per Bills of Lading quantity for smaller lots size.**
  - (b) **BIDS IN LOT SIZE(s) OF 100 MT, however quantity allocation will be as per Bills of Lading.**
9. **Quantity Allocation:** Minimum lot size 100 MT +/- 2% subject to the minimum quantity per Bills of Lading.
10. **PRICE :** Price to be quoted per MT excluding all duties and taxes as per Bid Format for High seas sale CIF Krishnapatnam Port as applicable. For high seas, kindly quote in US Dollars. All taxes and duties to the account of buyer as applicable. Price to be quoted in US \$ preferably. In case of quote in Indian Rupees, same shall be valued @ Rs.67/- per USD, excluding all taxes and duties. However, the Final sale value will

be calculated on the basis of exchange rate at which MMTC Limited make remittance to the foreign supplier on the appropriate due date at MMTC's discretion.

**11. Validity : Bids must remain valid upto 5th October 2015 till 5.30 PM**

**12. Earnest Money Deposit :**

- a) Bid shall be accompanied with a Earnest Money Deposit (EMD) of 15% of total Bid value, through Demand Draft/Pay Order drawn on any scheduled bank favouring **MMTC LIMITED, HYDERABAD** or through RTGS/NEFT mode or Account Transfer to STATE BANK OF INDIA (CAG BRANCH) HYDERABAD, BENEFICIARY : MMTC LIMITED ; CC A/C NO.0010284051955- IFSC CODE : SBIN0013039. (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.

**13. Payment Term :**

The Successful Bidder shall enter into a High-seas Sale Agreement with MMTC Limited before the arrival of the vessel. He shall pay 100% of value @ provisional Exchange 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/Port within the free time at his own risk and costs.

- 14. Title and Risk:** Title of the goods 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.

**15. Award of Contract/Performance:**

- a) 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.
- b) Letter(s) of acceptance will be issued by Fax or E-mail, hand delivery or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) within the validity of offer.
- c) Successful Bidder shall enter into a High-seas Sale Agreement with MMTC Limited before the arrival of the vessel or immediately upon confirmation of acceptance of bid, but not later than 7( Seven) days In the event of non execution or non lifting of the cargo by the successful bidder, MMTC reserves the right to forfeit the EMD.
- d) A Surveyor may be appointed by MMTC to monitor and supervise the delivery of goods to the successful bidders.
- e) Original documents shall be handed over to the successful bidder only after receipt of full payment in accordance with high seas agreement. The goods will reach Krishnapatnam port.
- f) Successful bidder to make all arrangements for clearance, at his own cost.

**16. 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.

**17. Cancellation of Contract :**

- a) If the Successful bidder(s) fail to lift the goods within specified Free time period allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the expenses, losses, damages besides forfeiture of EMD by resorting to risk sale at the cost and consequence of the successful bidder. The Seller shall not be liable to any costs, damages and consequences upon such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

- b) **Risk Sale:** In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder, MMTC at its sole discretion after giving of seven days notice to successful bidder will be free to effect sale of the quantity to any third party at the risk, cost and consequences, expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder shall bear all consequent losses/damages suffered along with cost incurred by MMTC clearing and storage, interest on blocked capital, insurance, shortage, quality etc. at actual. In case the difference is more than the Credit balance available if any with MMTC, the successful bidder shall pay the balance amount to MMTC merely on demand.

**18. Documents constituting contract:**

The Invitation of Bids, the terms and conditions of Tender, Bid of the successful bidder(s) and Letter of Acceptance issued by MMTC Ltd. along with any amendment issued prior to signing of contract shall constitute the Contract between MMTC Ltd. and the successful bidder(s).

**19. DUE DATES :**

Submission of Bids : 22<sup>nd</sup> September, 2015, 15:00 Hrs IST

Opening of Bid : 22<sup>nd</sup> September, 2015, 15:30 Hrs IST

**20. 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 -I).
- c) EMD (as applicable) – by way of 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 valid FSSAI License.

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 CIF Krishnapatnam Port (Container yard) as per tender in the price bid format or in Indian rupees as per clause 9 (Price) above.

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

Addl. General Manager(Agro), MMTC Limited , 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003, should be deposited in the Tender Box placed in the office premises from 1000 hrs to 1500 hrs on the DUE DATE.

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

**21.** 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.

**22. GENERAL CONDITIONS:**

- a) Subject to the terms and conditions set out herein, sale shall be made to the highest bidder (LOT-WISE) 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/amendments in the tender including quantity are binding on the bidder.
- b) MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reasons thereof. 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](http://www.mmtclimited.gov.in) and <http://eprocure.gov.in>.
- c) In case of High Seas sale, H-1 Bidder has to sign the High-seas 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.

**23.** Terminal Handling charges are to be borne by the Buyer(s).

**24. 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 Hyderabad. The Indian Laws shall apply.

**25. 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.

**Addl. General Manager (Agro)**

**Place: Secunderabad**

**Date: 18<sup>th</sup> September, 2015.**

**ANNEXURE- I**

Tender No. : MPMC/HYD/PULSES/SALE/TOOR/2015-16/01

Date : 18<sup>th</sup> September, 2015.**TECHNICAL BID**

(To be completed by Buyer/Bidder)

Sl. No	Document	Details
1	Company Name	
2.	Address	
3.	Name of Contact Person	
4.	Tel no., Fax, email	
5.	Signed and stamped copy of the tender document.	
6.	Payment details of EMD: a) D.D./P.O. No b) RTGS No c) A/c Transfer d) Date e) Bank Name f) Branch Name	
7.	Copy of PAN Card of firm/company and its Partners / Directors / Proprietor duly attested	
8.	Copy of certificate of CST / VAT duly attested	
9.	Copy of FASSAI License duly attested	
10.	Offer validity	As per tender

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 and have satisfied ourselves regarding quality etc.

Signature of the Authorized Signatory  
With Stamp & Seal of the Firm



**ANNEXURE- II**

Tender No. : MMTTC/HYD/PULSES/SALE/TOOR/2015-16/01

Date : 18<sup>th</sup> September, 2015.

**PRICE BID**

(To be completed by Buyer/Bidder)

Name of the Bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
: \_\_\_\_\_  
Sales Tax / VAT No. : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Tel. No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

PRODUCT : TOOR LEMON

SR.NO.	QUANTITY (MT)	OFFERED RATE IN USD/ INR PMT CIF KRISHNAPATNAM

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 and have satisfied ourselves regarding quality etc.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature of the Bidder

Seal of Company

**Place:**

**Date:**