

9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003
Tel: 040-27725428; Fax: 040-27804038; www.mmtclimited.gov.in

TENDER FOR SALE OF TOOR WHOLE LEMON EX- CWC, NAMPALLY, HYDERABAD

Tender No. MMTC/HYD/SALE/TOOR/2017-18/01

June 7, 2017

Tender closing on 15.06.2017 @ 1500 Hrs

1. INVITATION FOR BIDS

MMTC LIMITED, A Govt. of India Enterprise having its Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi -110003 and its Regional Office at 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003 hereinafter referred as “MMTC” (which expression shall unless repugnant to the context mean and shall include its successors and assigns) invites sealed bids for sale of imported Toor Whole Lemon (+/-5%) at sellers option lying at CWC, B1 Godowns, Nampally, Hyderabad. The pulses are offered, “on Ex-Godown and on “**As is where is basis**”.

2. **PRODUCT:** TOOR WHOLE LEMON – MYANMAR ORIGIN, Crop Year 2016.

3. QUANTITY

- a) A quantity of approx. **500** MTs (+/- 5%) is lying at CWC, B1 Godowns, Nampally, Hyderabad
- b) Offers should be for a minimum quantity of 100 MT, MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

4. **PRICE:** All prices are to be quoted in INR (Rupees) as per Annex. 1 **on** Ex-godown basis. Any levy, duty, cess, VAT, Octroi, Market Fee and/ or GST etc. will be paid by successful bidders. The buyer shall complete all formalities for transportation of Toor Whole Lemon ex- MMTC’s warehouse including all statutory requirement.

5. **PACKING:-** Material is packed in 50 Kg., PP bags.

6. **EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):**

- a) Bid shall be accompanied by an EMD @ 5% of bid value in the form of Demand Draft/Pay Order in favour of “MMTC Ltd” payable at Hyderabad **or** “Transfer” through RTGS/NEFT/A/c Transfer. Payment made through transfer is subject to verification/proof of receipt in MMTC’s account. In case of RTGS/NEFT transfer, if the amount is not credited to MMTC’s account by the due date till the time of opening of bid(s), the bid will be rejected/will not be considered.

- b) Payment of EMD by Transfer can be made to following accounts:
- a. STATE BANK OF INDIA, CC A/C NO. 0010284051955, CAG BRANCH, HYDERABAD - IFSC CODE: SBIN0013039.
 - b. HDFC BANK – ACCOUNT NO. 00210310000190, LAKDIKAPUL BRANCH, HYDERABAD, IFSC CODE: HDFC 0000021.
- c) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned within Seven (7) working days of closing of the tender.
- d) EMD of successful bidder shall be adjusted at the time of final payment of the value of contracted quantity.

7. PAYMENT TERMS:

- a) After the acceptance of the bid, the successful bidder shall make the balance 95% payment through Pay Order/DD or transfer of fund by NEFT/RTGS/A/c Transfer to MMTC's account within the free time allowed and complete the lifting of allocated quantity within the stipulated time period. Free time allowed to make the balance payment and lift the allocated quantity of too whole would be as follows:
- i. **Quantity up to 200 Mt – 10 days**
 - ii. **Quantity from 201 to 400 Mt - 12 days**
 - iii. **Quantity of more than 400 Mt - 15 days.**
- b) The above Free Time will be allowed from the date of acceptance /communication of bid by MMTC to the bidder(s).
- c) In case the successful bidder(s) fails to make the payments within the stipulated period, time extension for making payment & lifting shall be at the sole discretion of MMTC. In case extension is granted, **an additional EMD, if required to cover mark-to-market losses** will be submitted immediately by a successful bidder merely on demand, failing which, MMTC shall have the right to dispose of the goods at the risk and cost of the successful bidder(s) in addition to forfeiture of EMD.
- d) In case the extension for making payment and lifting the allocated quantity is granted by MMTC at the request of successful bidder(s), all the charges for godown rent, fumigation, interest, insurance etc. beyond the free time mentioned hereinbefore shall be to the account of the successful bidder(s).

- e) In case no further time extension for making payment and lifting the allocated quantity is allowed, MMTC shall have right to forfeit EMD and cancel the bid/tender in addition to claim liquidated damages as per clause 11(Cancellation of contract/tender) appearing herein below.
- f) Interest shall be charged @ 12.25% p.a. (provisional) on monthly rest basis. (Interest rates are subject to change as per circular issued by Banking division of MMTC Ltd, Corporate Office, New Delhi, without notice to the successful bidder) on balance amount from the date of acceptance/communication as per tender terms, till realization of full payment by MMTC from the successful bidder.
- g) All taxes/cess/levies/duties etc. shall be applicable at extra and shall be to the account of the bidders.

8. DELIVERY TERMS

- a) The successful bidders have to organize their own transport and labour for lifting Toor Whole Lemon from the said godown.
- b) Toor whole lemon shall be considered delivered when loaded into trucks at the godown on gross weight basis weighed at designated weighbridge. No claim of whatsoever nature will be considered thereafter.
- c) MMTC shall not be responsible for any delay in lifting of the Toor whole lemon and all extra expenses incurred beyond the free time as per clause 7 (a) shall be borne by the successful bidder(s).
- d) Toor whole Lemon will be delivered as per availability at the godown at MMTC's option.
- e) An Independent agency/surveyor appointed by MMTC shall monitor and supervise the delivery of Toor Whole Lemon to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to the MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will be to the account of successful bidder(s).
- f) Quality & Quantity of Toor Whole Lemon at the time of delivery ex-MMTC's warehouse will be final. The decision of MMTC with regard to quality and quantity of Toor Whole Lemon shall be binding on the successful bidder(s).
- g) No segregation/sorting of stock of Toor Whole Lemon will be permitted while lifting the same.

9. SUBMISSION OF BIDS:

- a) The offer complete in all respects & marked, “Sale of Toor Whole LEMON” addressed to The Additional General Manager (Agro), MMTC Limited., 9-1-76 to 77/1/B; Third Floor, Sarojini Devi Road, Secunderabad – 500003 should be submitted in sealed envelope along with requisite EMD **latest by 1500 HRS on 15.06.2017** in the tender box kept at MMTC’s office at the above said address.
- b) The Tender shall be opened at 1530 HRS on same day i.e 15.06.2017 at the above address. Bidders or their authorised representatives may attend the opening of the tender. Offer should be submitted as per price bid format provided at Annex – 1 along with the tender document duly signed on each page by the bidder or its duly authorised representative acknowledging acceptance of all the terms and conditions of tender.
- c) The Bid must remain valid up to **28.06.2017** till 1700 HRS (IST).
- d) Integrity Pact has to be signed by bidder and enclosed along with bid.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- f) MMTC reserve the right to accept or reject any or all bids wholly or partially or make counter offer for the bid(s) without assigning any reasons thereof.
- g) Bids sent through fax/email will not be accepted.

10. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bids, the terms and conditions of Tender, Bid of the successful bidders (Annexure-1) and Letter of acceptance issued by MMTC along with amendment, if any issued shall constitute the contract between MMTC and the successful bidder(s).

11. CANCELLATION OF TENDER/CONTRACT:

If the successful bidder(s) fails to lift the goods within specified Free time allowed for lifting as per clause 7 herein above 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 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 Tender/contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC under the contract/tender shall remain in force till the dispute is finally settled.

12. LIQUIDATED DAMAGES:

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 seven days notice to the successful bidder at the address appearing in the offer will be free to effect sale of the quantity to any third party at the risk, cost, consequences and expenses of successful bidder(s) without prejudice to its other rights and remedies including forfeiture of EMD. In such an event the successful bidder shall bear all consequent losses/damages suffered along with cost incurred by MMTC on 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 forthwith, merely on demand.

13. FORFEITURE OF PERFORMANCE GUARANTEE:

MMTC reserves the right to forfeit the Performance Guarantee (i.e. the EMD of successful bidder(s)) without prejudice to other legal remedies in case the successful bidder (s):

- a) Fails to lift the goods within the specified time period.
- b) Commits breach or fails to fulfil any term(s) and condition(s) of the tender/contract.

14. OTHER TERMS:

- a) Goods are being offered for sale on Ex-Godown and on As is where is basis". Bidder(s) is/are free to inspect the material before submitting their bid under intimation to MMTC, Hyderabad. Segregation will not be permitted. It will be construed that bidders have satisfied themselves with quality etc. of Toor Whole Lemon once they submit their bid.
- b) Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) and/or his/her/their Agent(s) within the validity of offer.
- c) For any additional quantity offered to bidder in addition to bid quantity, Proportionate EMD for the value of the quantity will have to be deposited by the successful bidder(s) upon issue of letter of acceptance/confirmation by MMTC , as per clause 6 above
- d) NOTWITHSTANDING anything contained in the tender/contract, unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and will result in blacklisting of parties resorting to such practice may also result.

15. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this tender/contract or validity shall be settled by arbitration in accordance with the Rules of Arbitration of the Arbitration & Conciliation Act 1996 and amendment thereof. The award made in pursuance thereof shall be binding on the parties. The venue of Arbitration will be Hyderabad/Secunderabad.

16. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Tender/contract shall be extended for as long 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 to fulfil its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations hereunder shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of tender/contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

Chief Manager (Agro)

Place: Secunderabad

Date: 07.06.2017

“Annexure 1”

Tender No. MMTC/HYD/SALE/TOOR/2017-18/01

Dated: -----, 2017

Price Bid (to be completed by buyer)

Name of the bidder : _____
Nature of Business : (Proprietor/Partnership/Company - Attach documents)
Address : _____
PAN NO (copy enclosed) : _____
Sales Tax/Vat No (copy enclosed) : _____
GST No : _____
Contact Person : _____
Tel. No./Mobile no. : _____
Fax No : _____
E-mail address : _____

SR. NO.	PRODUCT	QUANTITY (MT)	OFFERED EXGODOWN RATE (INR/PMT)
1	TOOR WHOLE LEMON		

Details of EMD:

D.D/P.O. No. _____ dated _____ for

(Amount in INR) _____

RTGS/NEFT details: _____

Name of Bank & Branch:

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 bidder: _____

Name : _____

Designation : _____

(Duly Authorised Person)

Seal of the company: _____

Place & date : _____

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “**MMTC**”,

And

.....(bidder)

hereinafter referred to as “ **Vendor/Bidder**”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us. In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
LodhiRoad,NEW DELHI – 110 003.

Email id :bijoychat@gmail.com

Email id: dilip.chaudhary@icloud.com

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:

- a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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 Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal 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 Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details

including information contained or transmitted electronically.

- d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of MMTC)

(For & on behalf of Buyer/Vendor/Bidder)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :