



2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380014.
Phone: 07940244711 Fax: 079-27543739
CIN NO. L51909DL1963GOI004033

**TENDER FOR SALE OF YELLOW PEAS (CANADIAN) ON HIGH SEAS SALE,
MUNDRA, PORT GUJARAT.**

Tender No. MMTC/AHD/SALE/YP/2016-17/01

Dated: 10TH June 2016

Tender closing on 15.06.2016 @ 1500 HRS IST

1. INVITATION FOR BIDS

MMTC Limited., 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad -380014, Gujarat invites sealed bids for sale of imported Yellow Peas (Canadian) (+/-5%) at seller's option. The pulses are offered, "on High Seas Sale, MUNDRA PORT, CNFFO basis".

Shipment Period: 15th August 2016 to 30th September 2016

2. **PRODUCT:** Canadian Yellow Peas Crop Year 2016.

3. **QUALITY SPECIFICATIONS:**

Yellow Peas of Canada origin (Latest crop of 2016) fit for human consumption

YELLOW PEAS	
GRADE	NO.2 OR BETTER
Colour	Fair
Other colours	2.0% Max.
Foreign matter	0.5% Max. of which not more than 0.25% by weight shall be mineral matter & not more than 0.10% by weight shall be impurities of animal origin
Splits	8.0% Allowable upto 12% with Maximum discount of US\$ 1 PMT for every percentage increase or part thereof, beyond 12% cargo will be rejected.
Total damage	5% Max. by weight
Moisture	14% Max.
Uric Acid	Not more than 100 mg per Kg
Other edible grains	Not more than 2% by weight

4. QUANTITY

- I. Bid can be offered for a quantity of approx. 5000-35000 MTs (+/- 5%) on high seas sale on CNFFO, Mumdra port basis.



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II. MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

III. All prices are to be quoted in INR (Rupees).

5. **PACKING:-** Material will be available in loose in bulk.

6. Bid Price

Bidder to submit **Bid amount @ 5% of bid value. (Non interest bearing) in MMTC account as detailed below (Clause no.7)**

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

Successful bidder has to submit an EMD @ 15% of the goods value in the form of Bank Guarantee or by way of cash/Demand Draft/Pay Order in favour of “MMTC Ltd”. payable at Ahmedabad or through RTGS payment mode subject to verification/proof of receipt in our MMTC account is acceptable. Bid money of successful bidder/s shall stand forfeited if they fail to provide EMD. MMTC reserves the right to blacklist such bidders from participation in future tenders.

Bank Details:

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD	10371778358	SBIN0004152
STATE BANK OF HYDERABAD, AHMEDABAD	52051130364	SBHY0020673
HDFC BANK, AHMEDABAD	00060310000116	HDFC0000006
AXIS BANK LTD, LAW GARDEN , AHMEDABAD	003010200020147	UTIB0000003

EMD of successful bidder shall be adjusted at the time of final payment of the value of contracted quantity as per the discretion of MMTC Ltd.

8. **PAYMENT TERMS:**



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- I. The Buyer shall deposit the remaining value of the goods by Demand Draft/Pay Order/RTGS within two (2) days on submission of Seller's proforma invoice in Indian Rupees and lift the cargo within specified time.
- II. In case the successful bidder fails to make the payments within the stipulated period, extension for making payment & lifting shall be at the sole discretion of MMTC Ltd. 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. MMTC Ltd. shall have the right to dispose of the goods at the risk and cost of the successful bidder in addition to forfeiture of EMD and bid value.
- III. In case the material is not lifted within the free time, all charges/expenses shall be to the account of the successful bidder.**
- IV. Interest shall be charged @ 12.25% p.a. (Interest rates are subject to change as per circular issued by banking division of MMTC Ltd, Corporate Office, New Delhi) on balance amount if not paid as per clause 8.I above.**

9. DELIVERY/CLEARANCE TERMS

- i. Buyer shall arrange clearance of the goods from the customs at their sole risk and responsibility. The entire expenses/charges towards clearing, custom duty, etc, will be borne by the Buyer and to be paid directly to the respective agencies/departments.
- ii. Any Sales Tax, Central or State, Octroi and the like or any other statutory taxes or levies or charges imposed by any authority whatsoever, either on the goods or on the value thereof shall be to the account of Buyer.
- iii. The goods will be considered as delivered by the Seller and accepted by the Buyer on following basis:
- iv. Quality and quantity as per shipping documents shall be treated as final and binding.
- v. All the rights and title of the goods stands transferred by the Seller to the Buyer when the Negotiable set of documents duly endorsed in favour of the Buyer is handed over by the Seller to the Buyer.

10. Following original shipping documents would be provided:

1. Seller's signed Commercial Invoice.
2. Commercial Invoice by Overseas Supplier 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.

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3. Complete set of Original Bill of Lading, marked "CLEAN 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.
4. Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency (SGS).
5. Certificate of Crop Year by the inspection agency.
6. Packing List certified by the Load Port Inspection Agency.
7. Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.
8. Certificate issued by the Govt. nominated Official Agency in the Country of Origin/Surveyor certifying that the goods shipped are in conformity with tender/contract specifications and also that the cargo is fit for human consumption.
9. Certificate of origin issued by Chamber of Commerce in Country of Origin
10. Original Phytosanitary certificate in conformity with accepted international convention and Phytosanitary regulation of India. Following additional declarations are required to be incorporated in the Phytosanitary certificate that the consignment(s) conforms to Plant Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments. Phytosanitary Certificate must contain the following clauses also in supply of respective Pulses.

11. **SUBMISSION OF BIDS:**

The offer/tender complete in all respects should be addressed to General Manager, MMTC Limited., 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380014, Gujarat, and must be submitted in sealed envelope inscribed as "Tender for Sale of Canadian Yellow Peas" along with requisite Bid amount latest by 1500 HRS on 15.06.2016 in the tender box kept at MMTC's reception at the above address. The Tender shall be opened at 1530 HRS on same day i.e. 15.06.2016. Bidders or their authorised representatives can attend the opening of the tender.

Offer should be submitted as per price bid format provided at Annex – 1. Validity of bid(s) offered shall be upto **21.06.2016.**

The following may also be complied with:

- I. Each page/document must be signed by the bidder.
- II. Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid amount shall not be accepted.
- III. 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.
- IV. Bids sent through fax/email will not be accepted.

12. **DOCUMENTS CONSTITUTING CONTRACT:**

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The invitation of Bids, the terms and conditions of Tender, Bid of the successful 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).

13. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified Free time 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 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.

14. 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 of seven days notice to the successful bidder will be free to effect sale of the quantity to any third party at the risk cost, consequences and expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD and bid value. In such 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 merely on demand.

15 OTHER TERMS:

- I. 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.
- II. For any additional quantity offered to bidder in addition to bid quantity, 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 Ltd., as per clause 7 above
- III. Unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and blacklisting of parties resorting to such practice may also result.

16. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity shall be



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settled by arbitration in accordance with the Rules of Arbitration of the Arbitration & Conciliation Act 1996, the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration will be Ahmedabad.

17. FORCE MAJEURE:

Should any of the force majored 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 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 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 the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

General Manager

Place: Ahmedabad

Date: 10th June 2016



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“Annexure 1”

Tender

No: _____

Price Bid (to be completed by buyer)

Name of the bidder : _____

Address : _____

PAN NO (copy enclosed) : _____

Sales Tax/Vat No (copy enclosed) : _____

Contact Person : _____

Tel. No : _____

Fax No : _____

E-mail address : _____

SR. NO.	PRODUCT	QUANTITY (MT)	OFFERED RATE (INR/PMT)
1	Canadian Yellow Peas	5000-35000 Approx.	

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 fulfilment of the contract and have satisfied ourselves regarding quality etc.

Name : _____



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Designation : _____

Signature of the bidder : _____

Seal of the company : _____

Place : _____

Date : _____



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