



**MMTC LIMITED, RO - Visakhapatnam**  
**Phones 0891-2562356 – 59 Web Site: WWW.mmtclimited.gov.in**

**Tender for Procurement of Indian Par Boiled Rice**  
**For export by MMTC**

**Tender No. MMTC/AGRO/EXP/PAR.BOIL.RICE. / 2015-16/1**  
**Dated 10, April 2015 and**

**Tender Closes on 17<sup>th</sup> April 2015 at 1500 Hrs IST**  
**Tender Opening on 17<sup>th</sup> April 2015 1630 hours IST**

**MMTC Invites Bids for Supply of Indian Parboiled Rice**

**Copy of the Tender Document can be obtained from**  
**Addl General Manager – Agro/Vizag**

**Or**

**can be downloaded from our Website:**

**[www.mmtclimited.gov.in](http://www.mmtclimited.gov.in)**

**&**

**<http://eprocure.gov.in>**



## Tender for Procurement of Indian Parboiled Rice

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### Terms and Conditions of Tender

**MMTC Limited invites Bids from Local Suppliers for Supply of Parboiled Rice for Export by MMTC FROM Kakinada Anchorage Port [East Coast], India**

The bids are invited from prospective local indigenous suppliers for supply of Indian Origin parboiled rice. The prospective suppliers are requested to submit their bid(s) as per the detailed terms and conditions of the Tender given below.

I. Commodity	Indian par boiled rice of Quality IR-64 & 1001 & 1010 of Current Crop
II. Packing	In 50kg Polypropylene bags Quality print as per design of final buyer
III. Specifications	<b>Indian long grain 100% sorted 5% broken of quality IR-64 &amp; 1001 &amp; IR1010</b>

Particulars	Value
AV Length of Whole Grain	6mm Min
Broken	5.0 Max
Moisture	14.0% Max
Damaged / Dis-coloured Kernels	2.0% Max
Foreign Matter Incl Paddy	1.0% Max
Red / Red Streakad	1.0% Max
Paddy Per Kg	15 Pcs Per kg
Yellow Kernels	2.5% Max
Chalky Grains	6 % Max
Milling Degree	Well Milled and Polished

**(IV) QUANTITY :** Maximum quantity that may be quoted by the Bidder for Kakinada anchorage **Port is 13000 MT** plus/ minus 10%. on FOB ST or CIF basis.

**(V) SHIPMENT PERIOD:** Prompt – Firm dates to be intimated later

**(VI) PRICE:** To be quoted in Indian Rupees PMT FOB ST **Kakinada Anchorage Port [East Coast], India & CIF to DURBAN and CAPE TOWN in 50kg poly propylene bags.**

**(VII) BID VALIDITY:** Price Bids must remain valid up to one month after Tender **Update Validity upon confirmation till final shipment**

**(VIII) FUMIGATION:** The cargo will be fumigated with Methyl Bromide @ 32 gm / cu. m at 21 degree centigrade and above under NAP and the treatment to be endorsed on Phytosanitary Certificate by any other fumigant / substance in the manner approved by the plant protection advisor for the purpose at godown if required in vessel after completion of loading.

**(IX) BID BOND/EARNEST MONEY DEPOSIT**

All bidders are required to submit a BID BOND in INR, as per MMTC's standard format (**Annexure-I**) or Bank Draft for at least 2 % value of the total bid. The Bid Bond must be valid for 30 days. In case of unsuccessful bidders, the BID BOND shall be returned. No interest would be paid on EMD amount. Original Bid bond/Bank draft should be submitted to MMTC on or before closing of the tender i.e. **1500 Hrs (IST) of 17th APRIL 2015**

**(X) PERFORMANCE BANK GUARANTEE: :** The successful bidder is required to establish Performance Bank Guarantee (PBG) strictly in the prescribed format for 3% value of the contract within 5 working days from the date of issuance of LOI and upon acceptance of PBG the bid bond/Bank Draft will be returned. The PBG should be valid and enforceable **upto 31st December, 2015**. BG should be in the prescribed format (**Annexure-II**) from/ through scheduled bank in India and the PBG to be encashable at the counter of scheduled bank in India on first demand.

**(XI)** Suppliers must be having all valid permit/ licence/statutory clearances for export of rice through Kakinada Port.

(XII) Payment terms: The suppliers shall be released payment for the material supplied only after MMTC receives relevant documents which inter-alia include the following:

1. Commercial Invoice of Supplier on MMTC
2. Three original and 3 copies of Bills of Lading
3. Certificate of Origin
4. Certificate of Quality and Quantity issued by SGS or any other reputed inspection agency nominated by MMTC.
5. Draft Survey Report
6. Inspection certification of the Vessel's hatches prior to loading.
7. Phytosanitary Certificate issued by relevant authority.
8. Fumigation Certificate
9. Packing list
10. Copy of Licence to export/Release Order issued by Govt. of India
11. Certificate to the effect that the cargo is fit for direct human consumption
12. Radioactivity Certificate to show that the cargo is free from harmful radioactivity.

The payment to the suppliers shall be made in Indian rupees only.

Payment will be released to supplier within 5 working days from the date of submission of all relevant original documents.

**(XIII) GENERAL CONDITIONS:**

<b>01.</b>	<b>Offers from bidders who have been black listed by Government of India / Government of India Agencies are liable to be rejected.</b>
<b>02.</b>	<b>Bids are to be made in the Price Bid Format – i.e. Annexure III</b>
<b>03.</b>	<b>Bids incomplete or deficient in nature received late and not accompanied by Valid Bid Bond is liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by Fax / e-mail shall not be entertained.</b>
<b>04.</b>	<b>Bidders to certify as per Certificate – Annexure IV that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.</b>
<b>05.</b>	<b>MMTC reserves the rights to cancel the tender in totality without assigning any reason.</b>
<b>06.</b>	<b>Bidder[s] may also check regularly MMTC's website i.e. <a href="http://www.mmtclimited.gov.in">www.mmtclimited.gov.in</a> for any amendment in the Tender until the date of bid as any Tender conditions can be modified or date of submission of bids may get extended.</b>
<b>07</b>	<b>Integrity Pact: The successful bidder before entering into contract will have to sign Integrity Pact.</b>
<b>08</b>	<b>Load Port inspection agency/Surveyor will be nominated by MMTC, charges for which will be borne by the supplier</b>
<b>09</b>	<b>Relevant Charter Party terms will be applicable.</b>
<b>10</b>	<b>All other terms and conditions as per MMTC's standard contract format.</b>

#### **(XIV) SUBMISSION OF BIDS & VALIDITY**

The offers to be submitted in two Envelopes i.e. **first Techno Commercial Bid** comprising of Bid Bond, etc. The **Second Bid** i.e. **PRICE BID** should be strictly as per Annexure no III. The bids complete in all respects addressed to the Addl. General Manager(Agro) MMTC Limited, MMTC Bhavan, Port Area, Visakhapatnam, 530 035 (India) should be deposited in a sealed envelope in the tender box on the 1<sup>st</sup> floor at the above mentioned address. The bids should reach MMTC latest by 1500 hrs **17<sup>th</sup> April, 2015. PLEASE NOTE THAT OFFERS SENT THROUGH FAX OR E-MAIL WILL NOT BE ACCEPTED.**

Bid Bond in original can be submitted by post/by hand prior to opening of the bids.

The bids shall be opened at **1630 hrs. IST on 17<sup>th</sup> April, 2014**. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per Bids format provided at Annexure-III & IV.

#### **Eligibility**

- 1. Original Bid Bond/Earnest Money in physical form should reach us on or before closing date and time of tender.**
- 2. For more details about the Kakinada Anchorage Port [East Coast], India, you may visit their website: [www.kakinadaseaports.in](http://www.kakinadaseaports.in).**

GENERAL MANAGER  
MMTC LIMITED  
REGIONAL OFFICE  
VIZAG

**ANNEXURE-I**

**Tender No.MMTC/AGRO/EXP/PAR.BOLRICE/2015-16/1**

**Tender for Procurement of Rice**

**BID BOND PROFORMA**

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and en-cashable at the counter of any Indian Schedule Bank)

MMTC Limited  
MMTC Bhavan,  
Port Area,  
Visakhapatnam.

Dear Sirs,

WHEREAS M/s \_\_\_\_\_(Bidder) has offered to supply a quantity of \_\_\_\_\_MT of P.B.Rice to MMTC Limited, hereinafter referred to as "MMTC " and the Bidder is required to submit a Bid Bond value of which is 2% 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 **31st DECEMBER 2015, VISAKHAPATNAM.**

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to INR \_\_\_\_\_(Rupees \_\_\_\_\_only) and it will remain in force upto 31st DECEMBER 2015 in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till, **31<sup>ST</sup>** December, **2015** all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. 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 furnished in INR only.**

**ANNEXURE-II**

**Tender No. MMTC / AGRO/EXP/ PAR.BOI.RICE/ 2015-16/1**

**Tender for Procurement of Rice**

**PERFORMANCE GUARANTEE Format**

(To be executed by any first class International Bank and issued by their correspondent Bank in India and en-cashable at the counter of any Indian Bank)

**PERFORMANCE BANK GUARANTEE**

Bank Guarantee No. .... dated .....

MMTC Limited  
MMTC Ltd.,  
MMTC Bhavan,  
Port Area,,  
VISAKHAPATNAM.  
Pin: 530035  
Dear Sirs,

1. WHEREAS, MMTC Limited having its registered office at Core- 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at vizag ..... (Hereinafter called 'the MMTC') have entered into Contract No. .... Dated ..... (Hereinafter called 'the Contract') for ..... with M/s. (name) ..... address ..... (Hereinafter called the 'XX')
2. AND WHEAREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of INR .....
3. AND WHEREAS at the request of the 'XX' We, ..... Bank , ..... (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of USD/INR ..... Payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, ..... Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of INR ..... only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee

5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD/INR ..... Our Guarantee shall remain in force until .....(date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before .....(expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said, 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said M/s XX.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of INR ..... only by MMTC.
11. We..... (Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said "XX".
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DATE OF \_\_\_\_\_ 2015

**Yours faithfully,  
For and on behalf of  
\_\_\_\_\_ Bank**

**(Address)**

**(Banker's Seal)**



Tender No. MMTC/AGRO/EXP/PAR.BOI.RICE/2015-16/1

**PRICE BID**

(To be completed by bidder)

A. Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax \_\_\_\_\_ E.Mail \_\_\_\_\_

Contact Person: \_\_\_\_\_

**DETAILS OF BID BOND/BANK DRAFT:**

Bid Bond No./Bank Draft	Date	Issuing Bank / Drawn on	Amount INR

B. Qty.: In MTs.

Price : In Indian Rupees PMT on FOB ST &amp; CIF basis in 50kg polypropelene Bags

Shipment Period	Qty(MT)	FOBST	CIF Durban
To be intimated later			

C. Load Rate Offered at Kakinada in case of FOBST offers \_\_\_\_\_MT per WWD SHEXEIU

D. Discharge rate offered at disport Durban\_\_\_\_\_

Name & Signature of the Bidder  
With seal of Designation

**ANNEXURE-IV**

**Tender No.MMTC/AGRO/EXP/PAR.BOI.RICE/2015-16/1**

**CERTIFICATE**

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt.of India or Govt. of India agencies.

**Signature of the Bidder**\_\_\_\_\_

**Full Name of Authorized Representative**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Company Seal**