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Touching Lives, adding value

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CIN : L51909DL1963GOI004033

NIT NO. MMTC/AHD/AGRO/DESI CHICK PEAS/SALE/16-17/09 dated 04.01.2017

Tender for Sale of Desi Chick Peas

MMTC invites sealed bids for sale of imported DESI CHICK PEAS latest crop 2016 of AUSTRALIAN Origin as per details given in the NIT. **The last date of submission of tender is at 14:00 hours IST on 11.01.2017.**

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

GENERAL MANAGER



NIT NO. MMTC/AHD/AGRO/DESI CHICK PEAS/SALE/16-17/09 dated 04.01.2017

MMTC Limited, A Government of India Enterprises, Regional Office at 2nd Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad 380014, India (herein after called the Principal/Owner) invites Sealed Tender for sale of imported DESI CHICK PEAS latest crop 2016 of AUSTRALIAN Origin 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 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 11.01.2017 at 15:00 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. This envelope should be superscribed with the "**TENDER FOR SALE OF IMPORTED DESI CHICK PEAS AT MUNDRA**" Tender No. & date, Name and address of the bidder and shall be addressed to **GENERAL MANAGER , MMTC LIMITED, 2nd Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad 380014**". The bidder(s) are required to submit their sealed tender on or before **11.01.2017 by 14:00 Hrs**. The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

- 1. Product:** Desi Chick Peas latest crop 2016
- 2. Origin:** Australia
- 3. Total Quantity: 2000 MT (+/- 10% at sellers option)**
- 4. Quality Specification:** Desi Chick Peas of Australian origin (Latest crop of 2016) **fit for human consumption. Quality report as per the SGS load port certificate**

Analysis	Specification
Purity	Minimum 99.0%
Moisture	Maximum 12.0%
Damaged (Inc Green, Immature, Shrunken, Shrivelled, Broken and spilt)	Maximum 5.0%
Other Edible Grains	Maximum 2.0%
Weeviled Pulses (by Count)	Maximum 5.0%
Uric Acid	Not More than 100 MG per KG
Foreign Matter (Extraneous Matter) of Which not more 0.25% shall be mineral matter and not more than 0.10% shall be impurities of Animal Origin)	Maximum 1.0%
Mycotoxin including Aflatoxin	Not More than 30 Micrograms per KG

Goods are from new crop, sound, clean, wholesome, free from moulds/fungus, live insects, obnoxious smell, artificial color, admixture of unwholesome substance and are reasonable uniform size, shape, and color characteristics and in merchantable condition.

- 5. Minimum Bid quantity called for : 500 MT & thereafter multiple of 250 MT (+/- 10% at sellers option)**
- 6. Maximum Bid quantity: 2000 MT (+/- 10% at sellers option)**



7. Packing: Packed in 50 kg P P Bag

8. Validity: Bids must remain valid till 18/01/2017.

9. Weighment – Weighment at CWC weighbridge/nearby MMTC nominated weigh bridge is final for all purposes.

10. Quality: Load Port Quality report of Surveyor shall be final for all purposes. Prospective Bidders may visit our godown for inspection of the material with prior intimation and approval of MMTC. For inspection bidders are requested to contact on the phone numbers given on the page 1 or Mr. Satish Vaidya, Sr. Manager(9638647474).

Mode of Sale/Delivery: –Ex- Godown (CWC- Godown), Mundra, .(Plot no 1, Near Adani Port, Behind MICT, Mundra Kutch 370421)

- The successful bidder(s) shall arrange their own transport and labour for timely lifting the cargo within the stipulated free time from the godown(s) specified by MMTC.
- Cargo shall be considered as delivered when loaded into trucks at the godown(s) on gross weight measurement basis and weighed at designated weighbridge(s) specified by MMTC.
- MMTC shall not be responsible for any delay in lifting of the cargo within the free period specified due to inaction of the successful bidder(s). All extra expenses incurred due to above shall be borne by the successful bidder(s).
- Cargo shall be delivered as per availability at the seller's option from the godown(s).
- A surveyor shall be appointed by MMTC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to 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).
- No segregation/sorting of cargo will be permitted while lifting the cargo under any circumstances.

11. PRICE: Price to be quoted in INR (Rupees) PMT basis as per Annex. 1 on ex-godown basis. Any levy, cess, VAT, Octroi, Market Fee etc will be paid by successful bidders. The buyer shall complete all formalities for transportation of cargo ex-godown including all statutory requirements. Quantity at the time of delivery ex-godown will be final. The loading charges shall be borne by the successful bidder.

12. EMD:

a) Bid shall be accompanied with interest free EMD at 5% PMT of quoted price. EMD shall be submitted through Demand Draft/Pay Order drawn on any scheduled bank (other than co-operative bank) payable at Ahmedabad 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):

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD	10371778358	SBIN0004152
STATE BANK OF HYDERABAD, AHMEDABAD	52051130364	SBHY0020673



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 bidder fails to make balance payment within 5 (Five) days time from the date of award of Letter of Acceptance/contract.

d) The EMD amount of Successful Bidder shall be adjusted at the time of final payment of the value of awarded/contracted quantity. No interest shall be paid on bid guarantee.

16. Payment Terms :

- MMTC shall issue Proforma invoices/sale intimation letter to the successful bidder. The successful bidder shall make advance payment within 5 days from the issuance of Proforma invoices/sale intimation letter.
- The successful bidder(s) shall make 100% payment before delivery of the pulses & lift the material within the free time as tabulated below:

Qty in MTs	Free Period/time allowed for lifting (days)
0-500	7
501-750	10
750-1000	14
1000-1250	17
1250-1500	21
1501-1750	24
1751 and above	28

- In case , the successful bidder(s) fails to lift the cargo within the free period as allowed, 100% EMD (security deposit) submitted at the time of bid shall be forfeited and bid(s) shall be treated as cancelled. In such cases MMTC reserves the sole right to take decision to cancel bid(s) of such defaulter(s) and dispose the cargo under risk sale at cost and consequences of such defaulter(s). No representation in this regard shall be entertained.
- In case the successful bidder(s) fails to make the payments within the stipulated period, extension for making payment shall be at the sole discretion of MMTC. In case extension is granted, *an additional EMD if required to cover mark-to-market losses has to be submitted immediately by the successful bidder(s) merely on demand.* In case of non compliance of submission of additional EMD, MMTC Ltd. shall have the right to dispose of the goods at the risk and consequential costs of the successful bidder(s) in addition to forfeiture of EMD.
- In case the material is not lifted within the free time, all incidental charges towards godown rent, fumigation, interest, insurance, surveyor etc. shall be to the account of the successful bidder(s).
- Notwithstanding anything contained above, in case of any other default(s) also, Interest shall be charged @ 13.25% p.a. on monthly rests 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 bidders) on balance amount from the date of sale/contract as per tender terms, till realization of final payment to MMTC Ltd. from the successful bidder(s).
- All taxes/cess levied /applicable by any authorities shall be applicable and shall be borne by the successful bidder(s) at actuals.



17. Title and Risk – MMTC shall retain title and ownership of the material until final payment including interest, if any, has been received in full by MMTC.

18. Award of Contract – Letter(s) of intimation will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) within the validity of offer. An agreement shall be entered into between the successful bidder and MMTC detailing the terms of conditions.

19. 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, their bid guarantee will be forfeited and claim damages from the bidder.

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

21. MODE OF SUBMISSION OF TENDER:

The bids(s) is / are to be submitted in following manner:

1. Technical Bid: The bids will be submitted in sealed cover super scribing as TECHNICAL BID FOR SALE OF DESI CHCIK PEAS containing :

- Tender document duly signed and sealed on all pages
- Bid Guarantee – DD / By RTGS (A photocopy of proof of submission to be enclosed)
- Copy of VAT registration/CST registration;
- Copy of PAN CARD
- Bank Details
- Trade Licence

2. Price Bid: The bids will be submitted in sealed cover super scribing as PRICE BID FOR SALE OF DESI CHCIK PEAS containing Filled up format (ANNEXURE I – PRICE BID)

The above two envelopes should be kept inside a third envelop super scribing "TENDER FOR SALE OF DESI CHCIK PEAS"

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

22. DUE DATES

Last date for submission of Bids	: 11/01/2017, 14:00 Hrs IST
Opening of Technical Bid	: 11/01/ 2017, 15:00 Hrs IST

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

- 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 part/whole of additional quantity, H1 bidder shall have to deposit interest free EMD at 5% of price for the accepted additional quantity as EMD in the form of DD/RTGS within 5 (Five) 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 execution or 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.

23.2 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.

23.3. 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 of the Indian Council of Arbitration in terms of Arbitration and conciliation Act, 1996 and amendments thereof. The venue of the arbitration will be at Ahmedabad. The award made in pursuance thereof shall be binding to the parties.



26 **Clause Fraud Prevention**

(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s): The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at www.mmtclimited.com during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- a. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other 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 Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications in the bidding process.
- c. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, 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, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- e. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of **Clause 26(1)** or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to **Clause 26(2)**, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

General Manager



**NIT NO. MMTC/AHD/AGRO/DESI CHICK PEAS/SALE/16-17/09
dated 03.01.2017**

ANNEXURE -I (PRICE BID FOR DESI CHICK PEAS)

- 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:**

SR. NO.	PRODUCT	QUANTITY (MT) BIDDED (MINIMUM is 500 MT) AND FURTHER, IN MULTIPLES OF 250 MTs	OFFERED RATE (INR/PMT)
1	DESI CHICK PEAS – AUSTRALIAN ORIGIN		
2			
3			
4			
5			
6			
7			
8			
9			

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.

Name : _____

Designation : _____

Signature of the bidder & Seal of the Co.: _____

Place : _____

Date : _____