



MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051  
Telephone:022-61214537  
Website: www.mmtclimited.gov.in

**TENDER FOR SALE OF CANADIAN YELLOW PEAS ON HIGH SEAS SALE BASIS –ARRIVING AT  
MBPT**

*Tender No. MMTC/MUM/HIGH SEAS SALE/CYP/2016-17/01*

*Dated: 10th June, 2016*

Tender closing on 15.06.2016 @ 1500 HRS IST

**1. INVITATION FOR BIDS**

MMTC Limited., MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051 invites sealed bids for **High seas sale of Canadian Yellow Peas 35000 MTs (+/- 5% tolerance) at sellers option.**

**2. SHIPMENT PERIOD:-** From 15.08.2016 to 30.09.2016

**3. PRODUCT:** Yellow Peas of Canada origin (Latest crop of 2016)

**4. PORT OF DISCHARGE:-** MUMBAI PORT TRUST (MBPT)

All inland haulage charges to buyer's account.

**5. QUANTITY**

- **35000 MTs of Canadian Yellow Peas (+/-5% tolerance)**
- Bidders may quote for a minimum quantity of 5,000 MT and a maximum quantity of 35,000 MT (+/-5% tolerance)

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

**7. LOT SIZE :-** Bidders may quote over and above minimum quantity and in multiples of 500 MTs.

**8. QUALITY**

YELLOW PEAS	
<b>GRADE</b>	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

***Radioactive contamination, if any within permissible international limits.***

#### General

- i) Canadian Yellow Peas offered 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 and may be of reasonable uniform size, shape and colour characteristics.
- ii) Radioactive contamination, if any, within permissible international limits.
- iii) Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.

#### **9. DELIVERY and ACCEPTANCE OF GOODS:-**

The goods will be considered as delivered by the Seller and accepted by the Buyer on following basis:

- i) Quality as per the Test Certificate issued by independent agency M/s SGS at load port shall be treated as final. In case of any variation in quality, settlement if any made by the foreign supplier shall be passed on to the Buyer.
- ii) Quantity as per the weight mentioned in the shipping documents shall be treated as final and binding.
- iii) 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.
- iv) All the expenses related to clearing/ de-stuffing / Handling / Terminal Charges / Detention & demurrage charges etc. in case of bulk cargo if any would be to the Buyer's account.
- v) A surveyor shall be appointed by MMTTC 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 the MMTTC'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).
- vi) No segregation/sorting of stock will be permitted while lifting the cargo.

#### **10. SHIPPING DOCUMENTS:-**

Following original shipping documents would be provided by the seller:-

- i) Foreign Supplier's Commercial Invoice.
- ii) Full set of original Bill of Lading consigned TO ORDER and blank endorsed marked "Freight Pre-Paid"
- iii) Certificate of Quality issued by independent agency M/s SGS at load port
- iv) Certificate of Weight issued by independent agency M/s SGS or Foreign Supplier at load port
- v) Certificate of Packing List issued by Foreign Supplier.
- vi) Certificate of Origin issued by producer / Chambers of Commerce & Industry/ Foreign Supplier.
- vii) Shipping Line or their agent's Certificate giving estimated time of arrival of vessel at discharge port.
- viii) Certificate of Insurance for 110% (one hundred and ten percent) of invoice value (depending upon the terms and conditions).
- ix) Seller's Commercial Invoice of High Seas Sales.

#### **11. IMPORT DUTIES, TAXES & CLEARANCE CHARGES:-**

- 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.

#### **12. EARNEST MONEY DEPOSIT (EMD) NON INTEREST BEARING**

- i) **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 Mumbai or through RTGS payment 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.

Bank details for submission of EMD is given below:-

- AXIS BANK A/C NO:- 230010200004688
  - BKC BRANCH, IFSC CODE: UTIB0000230
- ii) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned within Seven (7) working days of finalisation of the tender.
  - iii) In case of successful bidder(s), EMD @ 5% of bid value will be refunded subject to receipt of Bank Guarantee of 15% of bid value; BG to be issued by nationalized bank strictly as per MMTC's prescribed format. BG to be submitted strictly within Seven (7) days of award of the tender.

#### **13. PAYMENT TERMS:-**

- i) Bidders are required to quote rates in INR on PMT basis.

- ii) The Buyer shall deposit the full value of the goods i.e 100% value of goods (including EMD, if paid in cash) by Demand Draft/Pay Order/RTGS within two (2) days on submission of Seller's proforma invoice in Indian Rupees based on provisional exchange rate. i.e from the date of intimation from the Seller and after receipt of one set of Non-negotiable shipping documents. The applicable final exchange rate shall be the rate at which Seller retires the collection documents. The difference of provisional and final exchange rate (at the time of retiring documents) will be settled by either party (Buyer or Seller) within a week. In case the Buyer delays payment of amount due to the Seller on account of such exchange rate difference beyond a week from date of intimation to the Buyer, then the Buyer shall be liable to pay interest on the delayed amount at the rate notified by the Seller.
- iii) 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.

Interest shall be charged @ 14.25 % p.a. 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 upon the expiry of free time, till realization of payment by MMTC Ltd. from the successful bidder.

- iv) If the Buyer fails to pay the 'High Seas Sale Value', other charges and the interest (if any) before arrival of the vessel, the Seller shall have the right to forfeit the Earnest Money Deposit (EMD) and invoke the Bank Guarantee of the Buyer(s) and clear the goods from the customs in its own name. In such an eventuality, the Seller shall have the right to recover from the Buyer(s) all consequential damages related to clearance & handling, loss on Godown sales, Sales Tax/VAT, demurrage charges, interest on blocked capital etc. Risk sale if any carried out by MMTC ***will be at the cost & consequences of the successful bidder(s)*** and interest will be charged as per MMTC's prevailing interest rate until the completion of sale contract under risk sale.

#### 14. SUBMISSION OF BIDS:

The offer complete in all respects marked, Sale of Canadian Yellow Peas on High Seas Sale basis addressed to General Manager, MMTC Limited., MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 should be submitted in sealed envelope along with requisite EMD **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 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. Validity of bid(s) offered shall be upto 24.06.2016 – 1730 HRS (IST)

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 EMD 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.

**15. INSURANCE CLAIM:-**

Any loss, damage shortage and/or any other claim to the consignment, Seller shall nominate and subrogate their right to Buyer to lodge claim and recover the amount from the insurance company/ steamer agents and/ or custom authority to enable Buyer to deal directly with concerned authority.

**16. RESPONSIBILITY:-**

The said tender shall be deemed to have been cancelled either partially or wholly, without any compensation to the bidder(s) to the extent foreign supplier fails to implement their contract with the Seller either partially or wholly.

**17. CONFIDENTIALITY:-**

Each bidder represents and undertakes that they will keep confidential any information concerning the other bidder or its business, which the other bidder informs them is confidential or which a reasonable person receiving that information in the same circumstances would regard as being confidential (“information”) and not share it with or disclose it to any other bidder.

**18. DOCUMENTS CONSTITUTING CONTRACT:**

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).

**19. OTHER CONDITIONS:-**

- i) MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.
- ii) Neither of the Parties shall have the right to assign their rights and obligations hereunder to any third party without the prior written consent of other being obtained.
- iii) No claim pertaining to an earlier lot can be taken as a ground for (a) rejecting further lots by the Buyer and (b) to make any deductions from the invoice.
- iv) Any damage /deficiencies caused to the goods during the process of transit unloading due to accidents or nature of material, resulting in losses should be claimed by the Buyer from the Port Trust, Carriers, Foreign supplier and the Insurance Company as the case may be within the time allowed for such claims. Such claims should be supported by documents like the Short-Landing Certificate, Survey Reports, and Test Reports etc. The Seller shall make every effort to lodge claim with the Foreign Supplier and claims so made would be

settled with the Foreign Supplier and settlement that would be made by the foreign supplier shall be passed on to the Buyer and such settlement would be binding on the Buyer.

- v) Seller reserves the right to reject any claims made after the expiry of time limit for filing the claim and/or without sufficient evidence to back the claim.
- vi) The Seller will not be responsible nor held liable for any consequential, special, or incidental losses or damages including but not limited to loss of anticipated profits, losses arising out of exchange rate fluctuations or any economic loss, loss of goodwill, business, reputation, losses arising out of changes in duty and taxation structure or/and changes in import policy of Government of India or any legal, financial or trade related policy of Government of India or changes/amendments to any law(s) of India after drawing up of the contract.
- vii) Buyer shall be entirely responsible and answerable to any government body/agencies on any queries /investigation relating to this High Seas Sales in future.
- viii) All claims for shortage etc. will be settled by Buyer directly with insurance/customs/shipping co., etc.
- ix) All bank charges (negotiation, collection, interest on foreign currency loan, foreign remittance, etc) shall be to Buyer's account.
- x) **Buyer shall submit Original Bill of Entry for Home Consumption (i.e the Exchange Control Copy) to the Seller within 7 (Seven) days after clearance of material. Buyer can claim refunds if any from Seller only upon submission of Exchange Control Copy of Bill of entry to the Seller.**

## 20. 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.

## 21. 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. 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.

**22. FORFEITURE OF PERFORMANCE GUARANTEE:**

MMTC reserves the right to forfeit the Performance Guarantee (i.e the EMD of successful bidder(s)) in case the successful bidder(s):-

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

**23. 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 6 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.
- iv) 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.
- v) The successful bidder shall complete the KYC formalities prescribed by MMTC.

**24. 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 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 Mumbai.

**25. 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 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: Mumbai  
Date: 10.06.2016

**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	EMD @ 5% OF BID VALUE  IN RS	QUANTITY (MT) *Minimum 5000 MTs *Over & above 5000 MTs in the multiples of 500 MTS.	OFFERED RATE  (INR/PMT)
1	CANADIAN YELLOW PEAS (+/- 5 % tolerance)			

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 company : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_