



A Govt. of India Enterprise
Touching Lives, adding value
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**NIT NO. MMTC/KOL/AGRO/YELLOW PEAS/SALE/16-17/01 dated
10.06.2016**

TENDER FOR SALE OF YELLOW PEAS

MMTC invites sealed bids for sale of imported YELLOW PEAS latest crop 2016 of Canadian Origin as per details given in the NIT. **The last date of submission of tender is at 15:00 hours IST on 15.06.2016.**

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

ADDL.GENERAL MANAGER (Agro)



NIT NO. MMTC/KOL/AGRO/YELLOW PEAS/SALE/16-17/01 dated 10.06.2016

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender for sale of imported YELLOW PEAS latest crop 2016 of Canadian 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 prescribed TENDER FORMS in a sealed envelope. This envelope should be super-scribed with the 'TENDER FOR SALE OF IMPORTED YELLOW PEAS AT KOLKATA, Tender No. & date, Name and address of the bidder and shall be addressed to "**ADDITIONAL GENERAL MANAGER (AGRO), MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**". The bidder(s) are required to submit their sealed tender on or before **15.06.2016 by 15:00 Hrs.** The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

- 1. Product:** Yellow Peas latest crop 2016
Fit for human consumption
- 2. Origin:** Canada
- 3. Quantity:** 10,000 MT (+/-5%)
- 4. Discharge Port:** Kolkata Port
- 5. Shipment Period:** From 15.08.2016 to 30.09.2016
- 6. Packing:** Loose in Bulk
- 7. Quality Specification:**

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



General

- Pulses shall be from new crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial color, admixture of unwholesome substance and reasonable uniform size, shape, and color characteristics.
- It shall be strictly adhered to the plant quarantine (regulation of import into India) or nay amendment thereof.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.

8. Weighment –

As per the Bill of Lading for High Seas Sale

9. Mode of Sale/Delivery: –

High Seas sale

10. Quantity Allocation:

Minimum quantity in lot size of 1000 MT min (+/5%) & multiple thereof.

11. PRICE:

Price to be quoted in Rupees per MT excluding all duties and taxes as per Bid Format at **Annexure I**. All taxes and duties to the account of buyer as applicable and will be charged over and above the price quoted.

12. Quantity& Quality: Load Port Quantity and Quality report for high Seas sale shall be final for all purposes.

13.DUE DATES:

Last date for submission of Bids : 15th June, 2016, 15:00 Hrs IST
Opening of Bid : 15th June, 2016, 15:30 Hrs IST

12. Validity: Bids must remain valid till 26th June'2016.

13. BID MONEY/EMD:

a) Bid shall be accompanied with interest free bid money of @ 5% for per lot of about 1000 MTS and multiple thereof. [BID MONEY: (Price quoted PMT * 1000 MT) * 5%] and shall be submitted through Demand Draft/Pay Order drawn on any scheduled bank (other than co-operative bank) payable in Kolkata 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):

- State Bank of India A/C NO. 11051192270



- CAG Branch Kolkata
- IFSC CODE: SBIN009998

b) If MMTC Confirm the price to H1 Bidder and issue letter of acceptance, then Successful Bidder shall have to submit 15% amount of the bid quantity as EMD in the form of Bank Guarantee within 5 (Five) days.

c) 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.

d) EMD of Successful Bidder shall stand forfeited if bidder fails to make balance 15% EMD within 5 (Five) days time from the date of award of Letter of Acceptance/contract.

e) The BID MONEY amount of Successful Bidder shall be adjusted for High Sea Sale at the time of final payment of the value of contracted quantity. No interest shall be paid on EMD.

14. Payment Terms :

High Seas Sale

The successful bidder shall make balance 95% payment after issuance of invoices/intimation from MMTC for value of material prior to filing of IGM approximately 3-5 days before ETA of vessel.

15. Delivery Terms:

High Seas Sale Basis

16. 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.

17. Award of Contract/Performance –

- 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 15% amount of the accepted additional quantity as EMD in the form of Bank Guarantee 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 15% EMD from the bidders.
- A contract shall be signed between MMTC and the successful bidders detailing terms and conditions.
- Successful bidder shall sign the contract within 2 working days from the date of MMTC's confirmation. 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.

18. 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 amount will be forfeited and claim damages from the bidder.

19. 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.

20. Documents constituting contract. The invitation of bids, terms and conditions of tender, bid of successful bidders, letter of acceptance issued by MMTC with any amendment prior to the signing of the contract shall constitute the contract between MMTC Ltd., and the successful bidders.

21. MODE OF SUBMISSION OF TENDER:

The bids will be submitted in sealed cover super scribing as PRICE BID FOR RED LENTILS containing:

- a) Tender document duly signed and sealed on all pages
- b) Filled up format (ANNEXURE I – PRICE BID)
- c) EMD (as applicable) – DD / By RTGS (A photocopy of proof of submission to be enclosed)
- d) Copy of VAT registration/CST registration;
- e) Copy of PAN CARD
- f) Copy of FSSAI

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

22. 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 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.

23.2. 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. 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 on the Indian Council of Arbitration in terms of Arbitration and conciliation Act, 1996 and as amended. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties.

25.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.

**ANNEXURE -I****PRICE BID FOR YELLOW 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:**

Sl. No.	MODE OF SALE/DELIVERY	Max. qty available	Bid quantity	EMD Amount with Details	Price offered per MT in Indian rupees excluding taxes)
1	HIGH SEAS SALE	10,000 MT (+/- 5%)			

We have carefully gone through the terms & conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

Date:
Place:

Signature of the Proprietor/bidder
With Stamp & Seal of the Firm