

MMTC LIMITED, Regional office, MMTC Bhawan, Port Area, Visakhapatnam

NIT No MMTC/VIZAG/AGRO/INS/2019

31 JAN 2019

NOTICE INVITING TENDER FOR SALE OF PARTIALLY DAMAGED DESI CHICK PEAS IMPORTED FROM AUSTRALIA NON GMO

MMTC Limited (A Govt. of India Enterprise), having its Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035 and Regd. Office at Scope Complex, Core-1, 7, Institutional Area, Lodi Road, New Delhi: 110 003; Hereinafter called as “**MMTC**”, invites sealed bids from **Reputed & Registered Animal/Cattle/ Poultry Feed Traders/Agencies/Consumers** for sale of partially damaged Desi Chickpeas (Channa Dal) of Australian Origin Latest crop 2016 NON-GMO on **As is Where is Basis** lying at FCI Godowns, Port Area, Visakhapatnam.

Product: Desi Chick Peas (Channa Whole))

Quantity for Sale: 45.55 MTs Bagged in PP bags (Subject to actual weighment on delivery) stored at FCI Godowns, Visakhapatnam Port Area

Quality: **As is where is Basis**

The Bidder(s)/ Agency(ies) is required to submit the bids in two separate sealed envelopes i.e. one for technical bid (Annexure A) duly signed and stamped on each page and documents enclosed along with envelope for Price Bid (**Annexure B**). Both the above two envelopes containing EMD and Price Bid shall be put in another envelope super scribing **Tender No. MMTC/VIZAG/AGRO /INS/2019** dtd 31st January 2019 and put it in the Tender Box placed at MMTC Bhawan, Port Area Visakhapatnam on or before 1500 Hrs IST 8th February 2019. Bids received after due date and time will not be accepted.

MMTC reserves the right to reject any or all offers received and may cancel the tender at its discretion without assigning any reason thereof.

The rates quoted by the Bidder(s) / Agency (ies) in the bids should remain valid for 30 (Thirty) days from the date of opening of the tender. There should not be any indication /mention of rates in the technical bid and if the same is found, the same will be summarily rejected. Hence, the rates quoted must be mentioned in the Price bid only.

It shall be the responsibility of the persons submitting the bids to carefully read the tender documents and to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC, whose details are as follows:-

| S No | Name | Designation | Contact No. | Mobile No. |
|------|--------------|-------------|--------------|------------|
| 1 | MARRI PRASAD | GM | 0891-2562866 | 9666411473 |
| 2 | A V BHASKAR | DY MGR | 0891-2562983 | 9177886622 |

E-mail: mprasad@mmtclimited.com, vbhaskar@mmtclimited.com

The bids will be opened on 8th February 2019 at 15:30 Hrs. If the tender opening date happens to be a holiday then the next working day will be the date of opening of tender. The Price bids of technically qualified Bidders / Agency (ies) will only be opened thereafter. The Authorized Representatives of the Bidders / Agency (ies) may witness the process, if desire so.

A) Bidder(s) / Agency(ies) must fulfil the following requirements :-

- 1) Duly attested copies of the Firm/Traders Registration/ Licence, PAN and GSTIN etc.
- 2) Bidder(s) / Agency (ies) shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanour with MMTC or any other PSU/reputed organization in the past, such Bid shall not be entertained.
- 3) The Bidder(s) / Agency (ies) submitting the bid would be deemed to have inspected the material and accepted all the terms and conditions of the tender. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 4) The Bidder(s) / Agency (ies) can inspect the material on contacting the above persons on working days.
- 5) The bids should be accompanied by an Earnest Money Deposit (EMD) of **Rs.50,000/- (Rupees Fifty Thousand only)** in the form of a crossed Demand Draft/Pay Order/RTGS favouring "MMTC LIMITED" drawn on any Scheduled Bank (other than co-operative bank) payable at Visakhapatnam. The bids without EMD will be summarily rejected. No interest shall be payable on EMD.

This EMD shall be refunded to unsuccessful Bidder(s) / Agency (ies) within two weeks.

EMD of the successful bidder will be treated as security deposit and shall be returned only after the successful completion of the contract and after deduction of charges, if any.

The Bank details for RTGS/NEFT payments are:-

| BANK NAME | ACCOUNT NO | IFSC CODE |
|--|-------------|-------------|
| STATE BANK OF INDIA,COMMERCIAL,BRANCH, VISAKHAPATNAM | 10308090583 | SBIN0014407 |

6) Bidder(s) / Agency (ies) shall furnish bank account statements for the latest three (3) months.

7) Bidder(s) / Agency (ies) shall affix their stamp and signature on all the papers submitted without fail.

8) Bidder(s) / Agency (ies) to sign and submit the Integrity Pact as per Annexure C along with the Technical Bid.

PAYMENT TERMS AND OTHER CONDITIONS:

The successful bidder shall make 100% payment within 5 working days in the MMTC Account No as provided above on award of sale contract and lift the entire material within 7 working days from the date of issue of Delivery Order.

On award of the contract the successful bidders/Agency shall submit an undertaking to the MMTC on their letter head that the material purchased will be used as cattle/animal/poultry feed only and under any circumstances the material will be used / sold for human consumption. If found by any agency at a later date then they are liable for all the consequences and make MMTC free of all the liabilities arising out of their actions.

Extension time for lifting will not be allowed and EMD will be forfeited if the bidder fails to lift the material within the permitted period. MMTC Ltd. shall have the right to dispose of the goods at the risk and cost of the successful bidder in case no extension is granted beyond the stipulated period. In case of resultant loss, MMTC shall have right to recover the same from Bidder(s)/Agency (ies) without prejudice to its other legal rights.

The successful bidders/Agency (ies) will have to organize their own transport and labour for lifting the goods from the godown and onward transportation to destination.

The goods shall be considered delivered when loaded into trucks at the godown on gross weight measurement basis, weighed at designated weighbridge. Upon loading the goods into the trucks the entire risk and responsibility is passed on to the successful bidder/Agency and that MMTC will not be liable for any shortage, quality or any dispute with regard to the goods once so delivered.

MMTC reserves the right to award the contract to any other Agency or any person or persons directly at its discretion in addition to or as replacement of the Agency by giving short notice.

In the event of the Agency committing a default or breach of furnishing any information, or submitting any statement which is grossly incorrect, they shall without prejudice to any other liability pay to MMTC LTD a sum as may be claimed by MMTC.

In the event of breach of any of the terms or conditions of this Tender/Agreement by Bidder / Agency, MMTC shall be at liberty to terminate the agreement forthwith without any notice/compensation to the Bidder / Agency.

Falsification/suppression of information shall lead to disqualification of the Bidder(s) / Agency (ies) and cancellation of contract even after award of work.

SECURITY DEPOSIT: The successful Bidder / Agency will be required to submit a Bank Guarantee or DD favoring MMTC Limited payable at Visakhapatnam, for an amount equivalent to 10% of contract value as Security Deposit, which will be interest-free. The said amount will be inclusive of the value of Rs. 50,000/- deposited as EMD. The total value of Security Deposit will thus be 10% of the contract value. Bank Guarantee/ DD will be returned after successful completion of the contract, with adjustment of any dues. The security deposit will be forfeited in case of breach of any term of this tender/contract.

CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving 7 (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. However, MMTC 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 under the tender/ contract shall remain in force till the dispute is finally settled.

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 and consequences, 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, without contest.

FRAUD PREVENTION:

- 1) Commitments of Bidder(s) / Agency (ies): The Bidder(s)/ Agency (ies) 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 <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
 - (a) The Bidder(s) / Agency (ies) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of 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) / Agency (ies) shall not enter into with other Bidder(s) / Agency (ies) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, rates, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) / Agency (ies) shall not commit or allow any persons to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s) / Agency (ies) 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

- (d) by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - (e) The Bidder(s) / Agency (ies) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - (f) The Bidder(s) / Agency(ies) if in 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) / Agency(ies), before award or during execution has committed a transgression through a violation of Clause 26, above 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) / Agency(ies) from undertaking any transaction with MMTC and/or declare the Bidder(s) / Agency(ies) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- 3) Damages: If MMTC has disqualified the Bidder / Agency from the tender process prior to the award or during execution according to Clause 26 (2) hereto, MMTC shall be entitled to demand and recover from the Bidder / Agency liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the Policy in force.

FORCE MAJEURE: In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the tender/ contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.

TERMINATION: Notwithstanding anything contained hereinabove, MMTC has the right to terminate the agreement with the Bidder / Agency by giving 7 days notice at the respective address.

DISPUTE RESOLUTION: The Clarifications/Disputes, if any arising out of or relating to any point(s) or clause(s) of this agreement includes interpretation of terms of the agreement shall be resolved through joint discussion of the authorized representative(s) of both the parties. However, the decision(s) of the General Manager, MMTC Limited, Visakhapatnam would be final and binding on both the parties.

JURISDICTION: All matters connected with the tender/contract shall be governed by exclusive jurisdiction of the courts at Visakhapatnam.

AMENDMENT: Any modification, addition to term & condition of this Tender/Agreement, shall be in writing duly signed by the authorized signatory (ies)

General Manager
Visakhapatnam
31st JAN 2019

ANNEXURE A

Bidder/ Agency's profile

| SNo | Particulars | Details |
|-----|--|---------|
| 1 | Name of the Company/Firm | |
| 2 | Address for correspondence (proof to be enclosed) | |
| 3 | Name of the Contact Person, Signing authority | |
| 4 | Contact Details: Tel. & Mobile No. : E-mail address : Website: | |
| 5 | Company/Firm Registration No. (proof to be attached) | |
| 6 | Copy of PAN & GSTIN | |
| 7 | EMD details | |
| 8 | Bank details | |
| 9 | Self certification that the Contractor/ Agency has never been blacklisted by any Govt. Organization | |
| 10 | Any other document | |

Note: Self attested supporting documents are to be attached

Full Name and signature of the Authorized Signatory:
(With seal of the Company)

Designation:

Agency Name:

Date:

Place:

ANNEXURE B

PRICE BID

Ref: TENDER FOR AUCTION OF PARTIALLY DAMAGED DESI CHICK PEAS
IMPORTED FROM AUSTRALIA NON GMO

NIT No MMTC/VIZAG/AGRO/INS/2019

31 JAN 2019

RATE QUOTED PER MT EXCLUSIVE OF GST IN RUPEES:

Signature of the Bidder/Security Agency with Stamp

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “**MMTC**”,

And

..... (bidder)

Hereinafter referred to as “**Vendor/Bidder**”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between _____ us.

In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodhi Road, NEW DELHI – 110 003.
Email id : bijoychat@gmail.com
Email id: dilip.chaudhary@icloud.com

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

- MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

- MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
- MMTC will exclude from the process all known prejudiced persons.
- If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

- The Buyer(s)/Vendor(s)/Bidder(s) commit himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
- The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material 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.
- The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, 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 regarding proposals, plans, business details including information contained or transmitted electronically.
- The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and

address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.

- The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Security Deposit whichever is higher.
- If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s)

may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

- The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)

- MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
- MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.

5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word "IEM" would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of MMTC)
(Office Seal)

(For & on behalf of Buyer/Vendor/Bidder)
(Office Seal)

Place:

Date:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address