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**TENDER FOR SALE OF TOOR WHOLE (FAQ) AND URAD WHOLE (FAQ) EX- CWC  
AMBATTUR, EX-CWC VIRUNGAMBAKKAM, EX-CWC MADHAVARAM, EX-CWC  
CHROMPET**

**Tender No. MMTC/CHN/PULSES- SALE/2016-17/004**

**Dtd: 19 December,2016**

Tender closing on 28.12.16 at 15.00 Hrs (IST)

**Terms and Conditions of Tender :**

**1. INVITATION FOR BIDS :**

MMTC Limited. Regional Office, 6, ESSAR HOUSE, Esplanade, Chennai – 600108 invites sealed bids for sale of imported (Toor Whole), FAQ (+/-2%) and imported (URAD Whole), FAQ (+/-2%) at sellers option lying at CWC Ambattur, CWC Virungambakkam, CWC Madhavaram, CWC Chrompet . The pulses are offered, “**on Ex-Godown**” basis.

**2. PRODUCT:**

- a) 5000 MT(+/- 2%) TOOR WHOLE FAQ – (**4758 MT** PERTAINING TO YANGON/MYANMAR ORIGIN), (**242 MT** PERTAINING TO MOMBASA/KENYA ORIGIN), Crop Year - LATEST CROP OF 2015-16 AND 2016.

**AND**

- b) 5000 MT URAD (+/- 2%) WHOLE FAQ – YANGON/MYANMAR ORIGIN, Crop Year - LATEST CROP OF 2015-16 AND 2016

**Quality :**

- a) **Pigeon Peas (Arhar /Toor) FAQ YANGON/MYANMAR, MOMBASA/KENYA LATEST CROP of 2015-2016 AND 2016 fit for human consumption**

Toor whole FAQ	
Foreign Matter	1.0% Max.
Weeviled Seeds (Material should be free from live infestation)	3.0% Max by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain)	4.0% Max.by weight
Foreign beans	0.5% Max.
Broken seeds (Passing through 3.00 mm slotted	

Sieve	2.0% Max.
Moisture	12.0% Max.
Mycotoxin including Aflatoxin not exceeding 0.03 miligram per kilogram. Radioactive, contamination, if within permissible international limits	
NOTE: NO OTHER VARIETY MIXED ALONG WITH TOOR INCLUDING SHEWPHLAR VARIETY.	

**b) Urad FAQ (Black Matpe) YANGON/MYANMAR, LATEST CROP of 2015-2016 and 2016 fit for human consumption**

Urad whole FAQ	
Foreign Matter	1.0% Max.
Weeviled Seeds (Material should be free from live infestation)	1.0% Max.by count
Damaged otherwise (Including immature, shriveled, heated fungi and Discoloured grain) and brown seeds	5.0% Max.by weight
Other edible grains (sister beans)	3.0% Max.by count
small seeds (Passing through 2.75 mm slotted Sieve)	6.0% Max.
Moisture	12.0% Max.
Mycotoxin including Aflatoxin not exceeding 0.03 miligram per kilogram. Radioactive, contamination, if within permissible international limits	

**3) QUANTITY**

- A quantity of 5000 MTs (+/- 2%) **each** of Toor and Urad are lying partly at the CWC godowns situated at Ambattur, Virugambakkam, Madhavaram, Chrompet.
- Material can be inspected at the above godown on prior appointment.
- Offers should be for minimum quantity of 500 MT **each** of Toor and/or Urad and MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

**4) PRICE**

- All prices are to be quoted in INR (Rupees) 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- MMTC's warehouse including all statutory requirements.
- Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.

5) **PACKING**:- Material is packed in 50 Kg., PP bags.

6) **EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):**

- a) Bid shall be accompanied by an EMD @ 5% of bid value separately for each bid/product in the form of Demand Draft/Pay Order in favour of "MMTC Limited". payable at Chennai 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 of submission of bids, the bid will not be considered for opening.
- SBI BANK A/C NO:- 31188667865
  - BRANCH : CAG branch, Chennai
  - IFSC CODE: SBIN0009999
- b) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be returned within Seven (7) working days of closing of the tender.
- c) EMD of successful bidder will be treated as Performance Guarantee and shall be adjusted at the time of final payment of the value of contracted quantity as per the discretion of MMTC Ltd.

7) **PAYMENT TERMS:**

- The successful bidder shall make 100% payment before delivery but not exceeding 5 working days of award of tender and lift the cargo immediately within 25 (Twenty Five) days free time allowed from the date of making payment. No further time for lifting will be allowed and the EMD will be forfeited and bid cancelled if the bidder fails to lift the material within the permitted period.
- In case the successful bidder fails to make the payments within the stipulated period, extension for making payment 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 the successful bidder merely on demand.*** MMTC Ltd. shall have the right to dispose of the goods at the risk and cost of the successful bidder in addition to forfeiture of EMD, in case no extension is granted beyond the stipulated period or bidder fails to submit additional EMD to cover mark-to-market losses even if the extension is granted.
- In case the material is not lifted within the free time, all charges for godown rent, fumigation, interest, insurance etc. shall be to the account of the successful bidder.
- Interest shall be charged @ 13.25% 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 from the date of sale/contract as per tender terms, till realization of payment by MMTC Ltd. from the successful bidder.

- All taxes/cess applicable in Tamil Nadu etc. shall be applicable as at extra and shall be to the account of the bidders.

## **8) DELIVERY TERMS**

- The successful bidders have to organize their own transport and labour for lifting the cargo from the godown.
- Cargo shall be considered delivered when loaded into trucks at the godown on gross weight measurement basis weighed at designated weighbridge.
- MMTC shall not be responsible for any delay in lifting of the cargo and all extra expenses incurred on this account shall be borne by the successful bidder.
- Cargo will be delivered as per availability at the seller's option from the godown.
- 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 the 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 stock will be permitted while lifting the cargo.

## **9) SUBMISSION OF BIDS:**

The offer complete in all respects marked, Sale of Toor Whole (FAQ) & Urad Whole (FAQ) addressed to the Additional General Manager (Agro) , MMTC Limited., Regional Office, 6, ESSAR HOUSE, Esplanade, Chennai – 600108 should be submitted in sealed envelope along with requisite EMD **latest by 1500 HRS on 28.12.2016** 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 28.12.2016 at the above address. Bidders or their authorised representatives can attend the opening of the tender. Offer should be submitted as per price bid format provided at Annex – I. Validity of bid(s) offered shall be upto 05.01.17.

The following may also be complied with:

- Each page/document must be signed by the bidder.
- Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- 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.
- Bids sent through fax/email will not be accepted.

## **10) 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).

#### **11) 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.

#### **12) 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.

#### **13) FORFEITURE OF PERFORMANCE GUARANTEE:**

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

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

#### **14) OTHER TERMS:**

- Goods are being offered for sale on Ex-Godown basis. Bidder is free to inspect the material before submitting the bid. Segregation will not be permitted. It will be construed that bidders have satisfied themselves with quality etc. Once they submit their bid.

- 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.
- 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
- 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.

#### **15) 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 Chennai.

#### **16) 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.

Additional General Manager (Agro)

Place: Date: 19.12.2016

**“Annexure I”**

Tender No: \_\_\_\_\_

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
PAN NO : \_\_\_\_\_  
Sales Tax/Vat No : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Tel. No : \_\_\_\_\_  
Fax No : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

SR. NO.	PRODUCT	QUANTITY (MT) BIDDED (MINIMUM is 500 MT)	OFFERED RATE (INR/PMT)
1	TOOR WHOLE FAQ		
2	URAD WHOLE FAQ		

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 : \_\_\_\_\_