



MMTC House, Plot C-22, Block E, Bandra-Kurla Complex, Bandra (E), Mumbai-51

TENDER FOR SALE OF TOOR LEMON EX-GODOWN NAVI MUMBAI

TENDER NO. MMTC/MB/PULSES/SALE/2013-14/02 Dated 12th November, 2013.

Closing on 19/11/2013

TERMS & CONDITIONS FOR TENDER:

1. INVITATION FOR BIDS:

MMTC Ltd., MMTC House, Plot C-22, Block E, Bandra-Kurla Complex, Bandra (E), Mumbai-51 A Govt. of India Enterprise, herein after referred to as “MMTC”, invite bids for sale of imported Toor lemon **775 MT** approximately at seller’s option lying at **Navi Mumbai**. The Pulses are offered, “**on Ex-Godown as is where is basis**” (which includes entire cargo stored in respective sheds of CWC Vashi).

The stock is unfit for Human consumption and is offered for sale for Animal Feed Production as per order dated 30/09/2013 and supplementary order dated 23/10/2013 passed by Designated Officer & Asst. Commissioner, Division -3, FDA, Thane.

2. **ITEM** : Toor Lemon of Crop Year 2010

3. **COUNTRY OF ORIGIN** : Toor Lemon – Myanmar Origin

4. **QUANTITY**: The material is lying at the following godowns:-

Godown	Quantity of Toor Lemon
Central Warehousing Corporation, Vashi	
Shed No X – B & C	83 MT Approx.
Shed No XI-B	270 MT Approx.
Shed No XII- A & B	422 MT Approx.

Material can be inspected at the above Godowns. **Offers should be for shed-wise total quantity as given above. Each shed will be considered a separate entity. Individual price bid and EMD has to be submitted for each shed.** MMTC reserves the right to increase/decrease the allocation of quantity at its sole discretion.

5. PRICE:

All Prices to be quoted in INR (Rupees) as per Annexure-I, II, III on ex-godown basis. However, any levy, cess, VAT, Octroi, Market Fee etc. will be paid by successful bidders. The buyer will complete all formalities for transportation of cargo ex-MMTC's warehouses including all statutory requirements.

Quantity at the time of delivery ex-MMTC's warehouse will be final.

6. PACKING: Material is packed in 50 kg. Approx., P P bag.

7. VALIDITY: Bid must remain valid upto **1730 hrs. IST on 28th November, 2013.**

8. EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

- a. Bid shall be accompanied by an **EMD as per following details** in form of Demand Draft /Pay Order in favour of "MMTC Ltd." payable at Mumbai/ RTGS/NEFT/Bank Transfer payment deposit in our bank A/C. **RTGS/NEFT/Bank Transfer payment to be made in MMTC's a/c before opening of Bids. RTGS/NEFT/Bank Transfer must be made well in advance so as to reflect credit of the same in MMTC's Bank account before opening of bid.**

Godown	Quantity	Required Amount of EMD (Rs.)
Shed No X – B & C	83 MT Approx.	Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand only)
Shed No XI-B	270 MT Approx.	Rs. 5,00,000/- (Rs. Five Lakhs only)
Shed No XII- A & B	422 MT Approx.	Rs. 10,00,000/- (Rs. Ten Lakhs only)

- b. **If the EMD amount credit does not reflect in MMTC's account before opening of price bid, price bid of such bidder shall not be opened and bid will be rejected Bidders are requested to kindly take a note of this.**
- c. EMD of the unsuccessful Bidder(s), including those whose bid(s) which are not accepted will be returned within Seven (7) working days of closing of the tender.
- d. EMD of successful bidder shall stand forfeited if he fails to provide the balance as applicable, within the total time frame stipulated in the tender clause 9 'Payment Terms'.
- e. EMD of successful bidder shall be adjusted at the time of final payment of the value of contracted quantity.
- f. Bidding will be considered complete when bid is submitted as per tender terms & EMD amount is credited into MMTC A/C or as accepted by MMTC.

9. PAYMENT TERMS :

- a. After the acceptance of the Bid, the successful bidder shall make the balance payment [(Bid Price X quantity) less EMD amount paid] through Pay Order/DD or transfer of funds to our account within the free time allowed and complete the lifting within stipulated period. **Free time allowed for lifting of the cargo would be as follows:-**
 - i) **Upto 250 MT- Within 10 days**
 - ii) **From 251 - 500 MT- Within 15 days**
 - iii) **From 501 - 750 MT- Within 20 days**

The above Free time will be allowed from the date of acceptance of their offer. No further time for lifting will be allowed and the EMD will be forfeited and bid cancelled if the bidder failed to lift the material within the permitted period.

- b. 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. In case extension is granted, **an additional EMD if required to cover mark-to-market losses will be submitted immediately by successful bidder merely on demand.** MMTC shall have the right to dispose off 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.
- c. 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.
- d. 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. 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 from the Successful bidder.
- e. All Taxes/ Cess including APMC, NMMC & others / Levies etc. shall be applicable as at extra and shall be to the account of the successful bidders.

10. DELIVERY TERMS:

- a. The successful bidders have to organize their own transport/labour for lifting the cargo from the Godown.
- b. Cargo shall be considered delivered when loaded into trucks at the godown on gross weight measurement basis weighed at designated weighbridge.
- c. 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.

- d. Cargo will be delivered as per availability at the seller's option from the godowns/shed.
- e. A surveyor shall be appointed by MMTC 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 granted by the seller, the cost of the Surveyor will be to the account of successful bidder(s).
- f. **No Segregation/sorting of Stock will be permitted** while lifting the cargo.
- g. **Sale of the stock shall be under supervision of Food Security Officer, FDA as per order dated 30/09/2013 as mentioned herein above.**

11. SUBMISSION OF BIDS :

- a) Filled-up Offer and tender documents along with requisite EMD should be submitted in TWO SEPARATE ENVELOPES as under:
 - 1. Envelope – I super scribing “TENDER NO. MMTC/MB/PULSES/SALE/2013-14/02 Dated 12/11/2013 with signed copy of tender document, EMD instrument(s)/ RTGS/NEFT/Bank Transfer details and shed-wise break-up of EMD amount(s) as per format at Annexure I.
 - 2. Envelope – II super scribing “TENDER NO. MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013- PRICE BID, duly filled in shed-wise separate Price Bid (as per proforma at Annexure II, III, IV).
 - 3. Both the above envelopes are to be submitted in another properly sealed envelope addressed to **Agro Division, MMTC Limited, MMTC House, Plot C-22, Block E, Bandra-Kurla Complex, Bandra (E), Mumbai-51 super scribing clearly “TENDER FOR SALE OF TOOR LEMON, TENDER NO. MMTC/MB/PULSES/SALE/2013-14/02**, with name and address of the bidder in the tender box kept at MMTC's Reception on the Ground Floor at the above address.
 - 4. Last date for the submission of the tender is **19th November, 2013 up to 1600 Hrs (IST) only.**
 - 5. The tender shall be opened at **1100 Hrs IST on 20th November, 2013** at the above address. Bidders or their authorized representatives can attend the opening of the tender, if they wish to do so.
- b. Each page/document must be signed by the Bidder.
- c. Offer(s) incomplete or deficient, received late and/or not accompanied by valid EMD shall not be accepted.
- d. **Bids sent through fax/E-mail will not be accepted/ entertained.**

12. DOCUMENTS CONSTITUTING CONTRACT:

The Invitation of Bids, the terms and conditions of Tender, Bid of the successful bidder(s) and Letter of Acceptance issued by MMTC along with any amendment issued prior to signing of contract shall constitute the Contract between MMTC and the successful bidder(s).

13. CANCELLATION OF CONTRACT:

(I) If the Successful bidder(s) fail to lift the goods within the 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 under the contract/tender shall remain in force till the dispute is finally settled.

(II) **Risk Sale:** 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 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 an event the successful bidder shall bear all consequent losses/damages suffered alongwith 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.

14. 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:

- a. Fails to lift the goods within the specified period.
- b. Commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Tender/Contract.

15. OTHER TERMS:

- a. Goods are being offered for sale on Ex-Godown, **“As is where is basis” (which includes entire cargo stored in respective sheds of CWC Vashi) as per qualification given in Clause 1.** Bidders are free to inspect the material before submitting the bid and satisfy themselves with quality etc. Segregation will not be permitted. It will be construed that bidders have satisfied themselves with quality etc. once they submit their bid. No claim regarding quality etc. shall be entertained once the bid is accepted.
- b. Letter(s) of acceptance will be issued by Fax or E-mail, hand delivery or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) within the validity of offer.

- c. 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 as per clause 9 above.
- d. Unsolicited request for change in quantity and price after the opening of tender shall summarily be rejected and resorting to such practice may also result in blacklisting of the party with due notice of seven days.
- e. The stock is offered for sale for Animal Feed Production; as such it will be responsibility of the successful bidder to use the said stock for Animal Feed production only.
- f. The successful bidder shall indemnify and keep indemnified MMTC against any dispute that may arise under this tender without prejudice to MMTC's other legal rights.
- g. Since stock is offered for Animal Feed Production, the bidder will be required to submit an undertaking that the stock purchased under tender No. MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013 shall be used for Animal Feed Production only and to produce proof thereof.
- h. 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.

16. 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 a sole arbitrator to be nominated by CMD of MMTC. The provisions of the Arbitration & Conciliation Act 1996 shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration will be Mumbai.

17. 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 any 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 MMTC 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.

Place: Mumbai

Date: 12th November, 2013

“Annexure I”

Tender No MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013

EMD DETAILS

SHED NO.	REQUISITE EMD (RS)	EMD SUBMITTED (RS)	EMD INSTRUMENTN /PAYMENT MODE DETAILS
X – B &C	1,50,000/-		
XI – B	5,00,000/-		
XII – A & B	10,00,000/-		

(Signature of the Bidder)

Seal of Company

“Annexure II”

Tender No. MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013

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 : _____

PRODUCT : TOOR LEMON

SLED NO	QUANTITY (MT) APPROX.	OFFERED RATE (INR/MT) BOTH IN FIGURES AND WORDS
X- B & C	83 MT	

Details of EMD
D.D./P.O. /RTGS No. _____ dated _____ for
(amount in INR) _____

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, price etc. of 83 MT of Toor Lemon.

Name : _____
Designation : _____
Signature of the Bidder : _____
Seal of Company : _____
Place : _____
Date : _____

“Annexure III”

Tender No. MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013

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 : _____

PRODUCT : TOOR LEMON

SHED NO.	QUANTITY (MT) APPROX	OFFERED RATE (INR/MT) BOTH IN FIGURES AND WORDS
XI- B	270 MT	

Details of EMD
D.D./P.O./RTGS No. _____ dated _____ for
(amount in INR) _____

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, price etc. of 270 MT of Toor Lemon.

Name : _____
Designation : _____
Signature of the Bidder : _____
Seal of Company : _____
Place : _____
Date : _____

“Annexure IV”

Tender No. MMTC/MB/PULSES/SALE/2013-14/02 dated 12/11/2013

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 : _____

PRODUCT : TOOR LEMON

SHED NO.	QUANTITY (MT) APPROX.	OFFERED RATE (INR/MT) BOTH IN FIGURES AND WORDS
XII- A & B	422 MT	

Details of EMD
D.D./P.O./RTGS No. _____ dated _____ for
(amount in INR) _____

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, price etc. of 422 MT of Toor Lemon.

Name : _____
Designation : _____
Signature of the Bidder : _____
Seal of Company : _____
Place : _____
Date : _____

ANNEXURE V

[UNDERTAKING TO BE SUBMITTED BY BIDDER
IN THE BIDDER'S LETTERHEAD ALONG WITH THE BID]

UNDERTAKING

We M/s. _____ do hereby undertake that we shall use stocks purchased under Tender No. MMTC/MB/Pulses/Sale/2013-14/02 dated 12/11/2013 for animal feed production **only** and we shall produce proof thereof.

Name :

Designation :

Signature of Bidder :

Seal of Company :

Place :

Date :