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***TENDER FOR EXPORT OF INDIAN MILLING WHEAT FROM
KAKINADA DEEP WATER PORT***

**TENDER NO.MMTC/AGRO/EXP/WHEAT/2012-13/21
DATED 13th March, 2013**

Closes on 3rd April at 1500 Hrs (IST)

***MMTC INVITES OFFERS FOR EXPORT OF INDIAN MILLING
WHEAT***

***COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM GENERAL
MANAGER(AGRO) OR CAN BE DOWNLOADED FROM OUR WEB SITE:***

www.mmtclimited.com,

&

<http://eprocure.gov.in>



TENDER FOR EXPORT OF INDIAN MILLING WHEAT

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TERMS AND CONDITIONS OF TENDER

MMTC LIMITED INVITES BIDS FROM OVERSEAS BUYERS FOR EXPORT OF 100,000 MTS (+/-10%) INDIAN MILLING WHEAT FROM FOOD CORPORATION OF INDIA (FCI) STOCKS AT KAKINADA DEEP WATER PORT (EAST COAST), INDIA.

The bids are invited from prospective overseas buyers for export of Indian Origin wheat (Crop Year: 2012-13) stored in the godown (s) of FCI at Kakinada or MMTC's nominated godowns. The prospective Buyers are requested to submit their bid(s) as per the detailed terms and conditions of the Tender given below.

(I) COMMODITY: Indian Milling Wheat (Crop Year: 2012-13)

(II) PACKING: Loose in bulk

(III) SPECIFICATIONS:

Particulars	Value
Protein Content	11.50% Min
Test Weight	77 Kg/HL Min
Gluten (on wet basis)**	26% Min
Moisture content	12% Max.
Falling number	400 Min
Foreign Matter/Other food grains*	2.75% Max (0.75% Foreign matter + 2.0% Other Food Grains)
Shrivelled/Shrunken/Broken	6% Max.
Damaged Food Grains/Weevilled Grains*	3% Max. (2.0% damaged + 1.0% Weevilled)

- **The procedure prescribed for analysis of Indian Wheat by the Govt. of India is as per BIS specifications – IS 4333 (Part I: 1996) (second revision) Re-affirmed**

Jan'2008. The method of sampling as per Indian Standard i.e. BIS - IS 14818 : 2000, ISO 13690 : 1999.

- **** The sieve size to be used for making wheat flour (Maida) will be 150-155 microns. The procedure to be followed for determination of wet gluten is ICC Standard No. 155 and No. 158. AACC Method 38-12**
- (IV) QUANTITY FOR EXPORT:** Maximum quantity that may be quoted by the Bidder for Kakinada Deep Water Port is 100,000 MT (+/-10%). The bidder to quote for a minimum quantity of 35,000 MT (+/-10%).
- (V) SHIPMENT PERIOD:** 10th April '2013 to 12th May 2013
- (VI) PRICE:** To be quoted in US\$ PMT FOB ST Kakinada Deep Water Port, loose in Bulk.
- (VII) BID VALIDITY:** Price Bids must remain valid up to 1700 hrs. Indian Standard Time (IST) on 10th April, 2013.
- (VIII) QUANTITY WEIGHT /QUALITY:** Independent inspection agency nominated by the Buyer at Seller's (MMTC) cost shall inspect cargo at FCI godowns/MMTC's nominated godown and earmark the stocks/stacks (cargo) to nominated CHA of MMTC for onward movement & loading into the Vessel. The same inspection agency will supervise the movement of cargo from FCI godowns/MMTC's nominated godowns till loading into the vessel. The Inspection Report issued by same independent Agency for quality at FCI godown/MMTC's nominated godown and quantity at load port will be final and binding on both the parties.
- (IX) FUMIGATION:** The cargo will be treated with fumigant Aluminum Phosphide @ 9gms/12gms/15gms PMT.
- (X) INSURANCE:** Appropriate Insurance cover to be taken by Buyer at their cost. The buyer to provide details of insurance policy number and other relevant details before the cargo is loaded into the vessel.
- (XI) PAYMENT:** Buyer shall open LC within 7 days from the date of issuance of Letter of Intent by MMTC. The LC should be irrevocable, operative and acceptable from prime/first class international bank. The L/C shall be payable at sight for 100% value allowing TT reimbursement within 5 working days against submission of following documents:
 - A) Commercial Invoice in Quadruplicate.
 - B) Full set of '**Clean shipped on Board**' Ocean Bill of Lading.
 - C) Certificate of Origin issued by the concerned Indian Chamber of Commerce in Triplicate.
 - D) Certificate of Weight and Quality issued by nominated Inspection Agency.
 - E) Fumigation Certificate.
 - F) Phytosanitary Certificate.

All Banking charges in India to be for Seller's account and all Banking charges outside India are for Buyer's account.

(XII) BID BOND/EARNEST MONEY DEPOSIT

The offer shall be accompanied by a BID BOND in US Dollars, as per MMTC's standard format (**Annexure-I**) or Bank Draft for atleast 2 % value of the total bid. The Bid Bond must be valid for 30 days. In case of unsuccessful bidders, the BID BOND/EMD shall be returned. No interest would be paid for bid bond/EMD amount. Original Bid bond/Bank draft should be submitted to Seller on or before closing of the tender i.e. 1500 Hrs (IST) of 3rd April, 2013.

(XIII) PERFORMANCE BANK GUARANTEE: The successful bidder is required to establish Performance Bank Guarantee (PBG) for 2% value of the contract within 5 working days from the date of issuance of LOA and upon acceptance of PBG the bid bond/Bank Draft will be returned. The PBG should be valid and enforceable upto 30th September, 2013. The PBG should be in the prescribed format (**Annexure-II**) from/ through scheduled bank in India and the PBG to be encashable at the counter of scheduled bank in India on first demand.

(XIV) SHIPPING TERMS:

1. Buyer shall nominate seaworthy vessels and intimate the following details of the vessel at least 10 days prior to its arrival at the load port:-

- Name of the vessel; ex-name(s) if any
- Classification – Lloyd's registered or equivalent.
- GRT/NRT/DWT
- Holds/hatches
- Type of vessel
- Flag of vessel
- Year & month of built/Age of vessel
- Type, condition and capacity of gear/derricks/cranes
- LOA
- Beam
- Name of Charterer/Disponent owners with full name & style
- Details of P&I club for owners/charterers for cargo indemnity cover current and validity of planned voyage
- Hull insurance particulars and validity of cover
- Particulars of performance of vessel's previous two voyages in immediate past under same ownership and operation, if performed.

Immediately on nomination of the vessel, the seller would check the details of the vessel and if same is found workable, the acceptance would be conveyed.

2. The buyer should ensure that the vessel(s) is nominated well within the contractual shipment period since the seller will not be in position to accept any extensions for the shipment period, to avoid resultant effects on subsequent wheat export programme from the port.
3. Vessels nominated shall not be over 20 years of age. The vessels shall be dry and clean and fit for loading wheat cargo duly certified by surveyor. The vessel

- nominated to be such that it can safely enter, berth, load and sail at all times from load port(s) to open sea. Co-mingling of other cargo is not permitted and vessel nominated shall exclusively load cargo of MMTC only.
4. Vessels nominated should be geared. In case gearless vessel is nominated same would be subject to acceptance of port and MMTC's CHA. Crane and Grab charges would be to buyer's account.
 5. Buyer shall ensure that vessels fixed have full marine insurance cover for hull and machinery and P&I Insurance with P&I Club in the International Group of Clubs or in case of Chinese flag vessels with China Ship owners Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture the vessel possesses hull and machinery insurance and full P&I Insurance cover liability of the owner and or the Charterers.
 6. Vessel to load at the average rate of 6000 MT (PWWD SHEXEIU) at Kakinada Deep Water Port or as per Charter Party, whichever is lower, per weather working day of 24 consecutive hours based on 5 workable hatches and 4 hooks being made available at the commencement of loading. If less than 5 workable hatches and 4 hooks are made available, load rate to be reduced pro-rata.
 7. Written Notice of Readiness to load the cargo (NOR) can be tendered at the load port only after the vessel has arrived at the port of loading, completed required port formalities and filed application for berthing, obtained all necessary vessel related clearances including Customs clearance, secured prior entry at Customs, arrange vessel cleanliness certificate from the nominated surveyor and is ready in all respects for loading the cargo. Valid NOR duly signed by the Master and/or Vessel owner/Buyer's agent is to be tendered to the Seller's Head office/Branch Office and its nominated CHA agent at load port.
 8. Vessel shall give 10 days arrival notice to Seller at their New Delhi, Vizag Regional office and nominated CHA Kakinada Deep Water Port. Thereafter 7 days followed by 5, 3, & 2 days and lastly 24 hours firm notices in writing should be given.
 9. At load port, all vessel related charges are to the account of ship-owners/Buyers.
 10. Valid NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays, between 1000 hours and 1200 hours on Saturdays. But excluding Sundays, Charter Party holidays, port holidays.
 11. Commingling of any other cargo is not permitted and the full vessel must be planned for material under this tender.
 12. Lay time to commence to count 24 hours after tendering valid NOR. In the event of 24 hours period ending between
 - (A) 1200 to 2400 hours on Saturday,
 - (B) Sunday/Charter Party Holidays/Port holidays.
 - (C) Between 1700 hours to 2400 hours on any working day,The lay time to commence 0800 hours the next working day.
 13. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay time. Similarly, in case vessel is required to shift from one berth to another berth, then the time taken in shifting will not be counted as lay time.
 14. Arrival draft of the vessel should not exceed permissible limit for berthing at Kakinada Deep Water port.
- (XV) DEMURRAGE/ DESPATCH RATE:** Demurrage rate shall be as per Charter Party but shall not exceed US\$ 10,000 per day or pro rata. Despatch to be half rate of

demurrage WTS. Demurrage/ dispatch to be settled by respective parties within 60 days of receipt of invoices and supporting documents Statement of Facts to be signed by both parties or their agents and the Master of the vessel immediately upon completion of loading.

(XVI) FORCE MAJEURE:

- i. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- iii. In so far as any of the above causes shall prevent Buyer from nominating and accepting any delivery under the Agreement, Buyer shall be excused from nomination and acceptance of such delivery.
- iv. If the operation of such conditions continue to exceeds three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- v. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- vi. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

(XVII) ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration in accordance with the rules of the Indian Council of Arbitration, New Delhi. And the award made in pursuance thereof shall be binding on the parties. The venue for the Arbitration shall be New Delhi. New Delhi Court shall have jurisdiction and Indian laws will apply.

(XVIII) SPECIAL CLAUSE

Seller would enter into contract/agreement solely on its own behalf and not on behalf of any other person or entity or Government of India. Seller has separate legal entity with powers and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. Seller would not be representative or delegate

of the Government of India. Government of India would not be liable and under no obligations or rights for the performance of the Seller.

Export of Wheat would be made from the godowns of Food Corporation of India (FCI). In case of imposition of any ban or suspension by Food Corporation of India/Govt. of India of export of wheat, at any point of time, Seller would not be responsible for any default and Seller would have the right to invoke the Force Majeure clause at the time of any suspension/ban by FCI or Government of India.

(XIX) OTHER TERMS & CONDITIONS:

The proposed export cargo of Wheat is from FCI stocks as per the specifications given at clause III and subject to policy of Govt. of India from time to time.

(XX) GENERAL CONDITIONS:

1. Offers from bidders who have been blacklisted by Govt. of India/Govt. of India agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-III**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax/email shall not be entertained.
4. Bidders to certify as per Certificate - **Annexure-IV**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. MMTC reserves the rights to cancel the tender in totality without assigning any reason.

(XXI) SUBMISSION OF BIDS & VALIDITY

The offers to be submitted under two Bid system i.e. **First Techno Commercial Bid** comprising of Quantity, Shipment period, D&B Report (not more than 12 months old as on date of submission of bid), Bid Bond etc. The **Second Bid** i.e. **PRICE BID** should contain only the details of Price offered. The bids complete in all respects addressed to the General Manager(Agro), MMTC Limited, 7, Institutional Area, Core-I, SCOPE Complex, Lodhi Road, New Delhi-110-003 (India) should be deposited in a sealed envelope in the tender box on the 3rd floor at the above mentioned address. The bids should reach MMTC latest by 1500 hrs, 3rd April, 2013. **PLEASE NOTE THAT OFFERS SENT THROUGH FAX OR E-MAIL WILL NOT BE ACCEPTED.**

Copy of D&B report of the bidder (not more than 12 months old as on date of submission of bid) and Bid Bond in original can be submitted by post prior to opening of the bids.

The bids shall be opened at **1510 hrs. IST on 3rd April, 2013**. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per Bids format provided at Annexure-III & IV.

Eligibility

1.D&B (Dun & Bradstreet) report of the bidder should not be more than 12 months old as on date of submission of bid. Please attach D&B report along with Bid. Bids without acceptable D&B report will not be considered. Bidders who had submitted D & B report in earlier MMTC's Wheat Tenders may not submit the report again.

2. The D&B report of the bidder needs to be of minimum 'satisfactory' or equivalent ratings.

3. Original Bid Bond/Earnest Money in physical form should reach us on or before closing date and time of tender.

4. For more details about the Kakinada Deep Water Port, you may visit their website : www.kakinadaseaports.in.

Tender No.MMTC/AGRO/EXP/WHEAT/2012-13/21

Tender for Export of Wheat

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and encashable at the counter of any Indian Schedule Bank)

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003

Dear Sirs,

WHEREAS M/s _____(Bidder) has offered to purchase a quantity of _____MT of WHEAT from MMTC Limited, hereinafter referred to as "MMTC" and the Bidder is required to submit a Bid Bond value of which is 2% of the value of the total BID as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC the amount of US\$ _____, in case the Bidder wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC the payment shall be made immediately failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till **3rd May, 2013** at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____(US Dollar _____only) and it will remain in force upto **3rd May, 2013** in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till, **3rd May, 2013** all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. We, _____Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the constitution of said Bidder/MMTC.

DATED: _____ FOR _____

PLACE: _____ BANK _____

N.B. : Bid bond to be furnished in US\$ only. Bid bond in Indian Rupees will not be accepted.

Tender No.MMTC/AGRO/EXP/WHEAT/2012-13/21

Tender for Export of Wheat

PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India and encashable at the counter of any Indian Bank)

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. dated

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003 (INDIA)

Dear Sirs,

1. WHEREAS, MMTC Limited having its registered office at Core- 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at (hereinafter called 'the MMTC') have entered into Contract No. Dated (hereinafter called 'the Contract') for with M/s. (name) address (hereinafter called the 'XX')
2. AND WHEAREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of USD
3. AND WHEREAS at the request of the 'XX' we, Bank, (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of USD Payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of USD only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD Our Guarantee shall remain in force until(date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before(expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said, 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said M/s XX.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of US\$ only by MMTC.
11. We..... (Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said "XX".
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DATE OF _____ 2013

**Yours faithfully,
For and on behalf of
_____ Bank**

(Address)

(Banker's Seal)

Tender No.MMTC/AGRO/EXP/WHEAT/2012-13/21

PRICE BID

(To be completed by bidder)

A. Name of Bidder: _____

Address: _____

Tel No. _____ Fax _____ E.Mail _____

Contact Person: _____

DETAILS OF BID BOND/BANK DRAFT:

Bid Bond No./Bank Draft	Date	Issuing Bank/ Drawn on	Amount (US\$)

B. Qty.: In MTs.

Price : In US\$ PMT on FOB ST basis loose in Bulk

Shipment period	Qty. (MT)	Kakinada Water Port Price (US\$/PMT)	Deep
10 th April to 12 th May 2013			

C. Name of three inspection agencies/Surveyors recommended by Buyer for appointment by Seller:

1. ----- or
2. ----- or
3. -----

**Name & Signature of the Bidder
With seal of Designation**

ANNEXURE-IV

Tender No.MMTC/AGRO/EXP/WHEAT/2012-13/21

CERTIFICATE

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt.of India or Govt. of India agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal