



MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051  
Telephone:022-61214537  
Website: www.mmtclimited.gov.in

## **TENDER FOR SALE OF ONION**

***Tender No. MMTC/MUM/SALE/ONION/2015-16/01***

***Dated: 15th October,2015***

MMTC Limited invites sealed bids for sale of imported ONIONS Latest crop 2015 of China and Egypt Origin on 'as is where is' basis as per details given below:

- 1. Product:** Imported Onions Latest crop 2015.
- 2. Quality Specification:** Class I fresh quality Big Onions, Red/Pink in colour, size above 40 mm well cured as per load port inspection report.
- 3. Packing** – 40' REEFER Container each containing about 1000 Mesh Bags of about 25 Kg each
- 4. Origin** – China and Egypt.
- 5. Weighment** – EX CFS – As per Packing list/Load Port Survey report/Bill of Lading  
Ex Godown – As per weighment at godown.
- 6. Mode of Sale/Delivery:** – On 'as is where is' basis –
  - Ex-CFS/ Nhava Sheva - Dock destuffing shall be arranged by the successful bidder. MMTC shall pay all applicable charges to CFS/Shipping line till the stipulated delivery time period of four days from the date of award of tender. Thereafter all the charges for taking delivery from CFS shall be borne by the successful bidder.
- 7. Total Quantity available :** About 500 MTs of Egyptian Origin and 500 MTs of Chinese origin
- 8. Quantity Allocation :**
  - A) In lot size of one 40' FCL Ex-CFS JNPT, origin-wise, at the discretion of MMTC.
  - B) Single lot size of about 70 MT Ex-Godown at Nafed Vashi

**9. PRICE:** Price to be quoted in Rupees per MT excluding all duties and taxes as per Bid Format for Ex-CFS, Nhava Sheva or Ex-Godown basis at Nafed Vashi or ex-cold storage at Navi Mumbai. All taxes and duties to the account of buyer as applicable and will be charged over and above the price quoted.

**10. Inspection:** Bidders can inspect the cargo stored at CFS, Nhava Sheva and Nafed Warehouse, Vashi on 19 & 20<sup>th</sup> October, 2015 by contacting MMTC office 022-61214621/61216431/9167939361 in advance.

**11. Bids:**

The bidders may download the tender document from our website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.eprocure.gov.in/www.tenders.gov.in](http://www.eprocure.gov.in/www.tenders.gov.in) and can also obtain a copy of the same from Mr. GR Bagle, Senior Manager, MMTC Mumbai office (022-61214621/61216431/9167939361) at the above mentioned address during office hours on any working day till **1400 HRS IST on 21st October 2015**.

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 ONIONS AT MUMBAI, Tender No. & date, Name and address of the bidder and shall be addressed to GENERAL MANAGER (AGRO), MMTC LIMITED, MMTC HOUSE, IIIrd Floor, C-22, BANDRA KURLA COMPLEX, BLOCK-E, BANDRA (EAST), MUMBAI-400 051'.

**DUE DATES:**

Last date for submission of Price Bids : 21<sup>st</sup> October, 2015, 15:00 Hrs IST  
Opening of Price Bid : 21<sup>st</sup> October, 2015, 15:30 Hrs IST

**12. Validity: Bids must remain valid till 26<sup>th</sup> October 2015.**

**13. EMD:**

a) Bid shall be accompanied with interest free EMD of Rs 1,25,000 per 40' ft container and Rs.3,50,000 for 70 MT lot and shall be submitted through Demand Draft/Pay Order drawn on any scheduled bank favouring **MMTC LIMITED, Mumbai** 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 will be furnished on request.

b) 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.

c) EMD of Successful Bidder shall stand forfeited if he fails to make 100% payment within 2 working days time from the date of award of contract.

d) The EMD of Successful Bidder shall be returned after performance of the Contract. No interest shall be paid on EMD.

e) The successful Bidders are required to deposit the sale proceeds within 2 working days as per the Tender

**14. Payment Terms :** The successful bidder shall make 100% payment before delivery but not exceeding 2 working days of award of tender and lift the cargo immediately within 2( two) working days from the date of making payment. Bidder shall make his own arrangements for clearance of cargo from CFS / Godown with in the stipulated period of total 4 working days and in case of delay shall bear all charges payable to shipping line/CFS. In case of delay in lifting beyond 4 days after making full payment, MMTC shall reserve its right to dispose off the cargo at the costs and risk of the successful bidder and claim liquidated damages apart and forfeit all the amounts paid.

**15. 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.

**16. 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. Successful bidder to execute 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 and claim Liquidated Damages. A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods to the successful bidders.

In case of sale from CFS Successful Bidder to make all arrangements for lifting the cargo from CFS at his cost.

**17. 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 MMTC will claim damages from the bidder.

**18. 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.

**19. 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.

## **20. MODE OF SUBMISSION OF TENDER:**

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

- a) Tender document duly signed and sealed on all pages
- b) Filled up format (ANNEXURE 1 – 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.

**21.** 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.

## **22. GENERAL CONDITIONS**

**22.1** Subject to the terms and conditions set out herein, sale shall be made to the highest bidder Lotwise. 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.

**22.2.** 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.gov.in](http://www.mmtclimited.gov.in) and <http://eprocure.gov.in>

## **23. ARBITRATION :**

Any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope or operation or effect of this contract or the validity or breach thereof, shall be settled by arbitration by a Sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC and the award made in pursuance thereof shall be binding on the parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be at Mumbai / New Delhi at MMTC option. The Indian Laws shall apply.

## **24. 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.

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**ANNEXURE -I**

**PRICE BID FOR ONIONS**

1. Name of the Bidder:

2. Address of the Bidder:

Sl. No.	Location	Max. qty available (No. of containers /MT)	Bid qty. in No. of containers	EMD Amount*	Price offered per MT in Indian rupees excluding taxes)
1	Ex- Godown/Nafed, Vashi Qty. in MTs ex-godown excluding duties and taxes	About 70 MTs (as per actual weight at godown)	70 MTs		
2	EX - OCEAN GATE CFS CHINESE ORIGIN	7 X 40' FCL Total Qty. (175 MT)			
3	EX - AMEYA CFS CHINESE ORIGIN	(10 X 40' FCL) 250 MT			
4	EX - OCEAN GATE CFS EGYPTIAN	(17X 40' FCL) 425 MT			
5	EX - AMEYA CFS EGYPTIAN ORIGIN	(23 X 40' FCL) (Approx. 575 MT) AVG. FCL load at S.No.5 is in the range of 25 MT to 29 MT)			

\* In case of Sl. No. 1 the EMD amount required is Rs. 3,50,000.

In case of Sl. No. 2 to 5, EMD amount paid to be indicated and should be Rs.1,25,000 per container multiplied by no. of containers bid for.

Signature of the Proprietor  
With Stamp & Seal of the Firm