



Core-I, Scope Complex, 7, Institutional Area, Lodhi  
Road, New Delhi: 110 003.

## ADDENDUM NO. 1 Dt. 06.12.2019

To

### E-TENDER FOR IMPORT OF ONION FROM EUROPEAN UNION

E-Tender No: MMTC/IMP/ONION/2019-20/11 Dated: 3<sup>rd</sup> December 2019

**The due date of tender is extended upto 1515 Hrs (IST) 10<sup>th</sup> Dec 2019**

**Following Clauses are amended and to be read as under:**

Clause 2 Items, Quantity and Shipment Period

S. No.	Item (Crop year)	Quantity*	Origin	Shipment latest by	Any Discharge port for any shipment (Buyer's option)
1.	Onion (Latest Crop)	5,000 MTs (+/-10%) at seller's option (Firm)	EUROPEAN UNION	17 <sup>th</sup> December 2019 23 <sup>th</sup> December 2019 30 <sup>th</sup> December 2019	Mundra/ Nheva Sheva/ Krishnapatnam/ Vizag / Kolkata

***Total quantity of a bidder for all the shipment schedules should not be less than 1000 MT. Shipment in more than one lot is allowed.***

In case seller ships more than 90% of material within weekly shipment schedule Liquidated Clause would not be applied and balance will automatically add to next shipment schedule.

**\* Quantity can be increased or decreased at the sole discretion of MMTC depending on the prices received in the tender. Preference would be given to early shipment. Early delivery schedule and competitive prices are essence of this tender.**

**The supplier shall make shipping line agree for movement of reefer containers from Nhava Sheva Port to hinterland anywhere in India at ICDs. The additional cost, if any, shall be borne by buyer. The final destination shall be informed before the shipment date.**

### **Clause 3 Quality Specifications, Sub – Clause(1)**

Colour and shape: The onion bulb should be **Yellow / Red** colour with globular round in shape. The onion bulb should be well dried (cured), thin neck along with 2-3 dried skin. **The colour of the onion has to be mentioned in the technical bid.**

### **Clause 8 Bid Bond , sub – clause (a)**

Bid shall be accompanied by a Bid Bond in the form of bank guarantee valid till 31<sup>st</sup> December, 2019. The Bid Bond in the form of Bank Guarantee is to be submitted on or before 10<sup>th</sup> December, 2019 (1500 HRS IST) in physical format in original prior to the opening of tender

### **Clause 9 Payment, sub-clause (a)**

On CAD/LC basis. **100% on submission of all original shipping documents** as per below. In case deviation in quality parameters from the above parameters is found at discharge port, penalty of 1% on weight for every 1% increase beyond contractual parameters shall be levied. Payment in case of LC shall be made within five bank working days from the date of receipt of all clean original documents as per the terms of LC.

### **Clause 12 Submission of Bids**

Bidders shall submit their offers separately in two-bid format:

Part A: Technical Bid (electronic form only): The documents to be enclosed with electronic technical bid are a) Technical Bid comprising of Quantity, Specifications, Discharge port, Packing, Shipment period,) etc as per Annexure-II b) MMTC E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of E-Tender enquiry and acceptance of all terms and conditions of the E-tender (c) authority letter in favour of the signatory d) Integrity Pact. e) In case of consortium, copy of agreement between consortium partners. Technical bid is to be uploaded on electronic mode by due date and time.

Part B: Price Bid Price Bids are also to be submitted before due date and time through electronic mode. Bidders may log on to website <https://mmtc.abcprocure.com/EPROC/>

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED (Anx.VIII). PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, AND E-MAIL. ANY PHYSICAL FORM WILL NOT BE ACCEPTED. Offers should be submitted as per Bids format provided at Annexure-I & II.

The bids received in the tender shall be opened at 1540 hrs IST on same day i.e. 10<sup>th</sup> December 2019. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

- a) Each page/document must be signed by the Bidder before uploading.
- b) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- c) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- d) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.

e) MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

#### **Clause 14 Performance Guarantee, Sub-Clause (a)**

Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to 10% of the value of the contracted goods in US Dollars in the form of Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per "Annexure IV".

#### **Clause 24 Liquidated Damages**

In case seller ships more than 90% of material within weekly shipment schedule this clause would not be applied and balance will automatically add to next shipment schedule.

In the event seller fails to effect delivery as per agreed delivery schedule, Liquidated Damages @ USD 2.00 PMT per day to a maximum of 7 days. **Thereafter buyer reserves the right at its sole discretion to reject or accept material with enhance penalty of USD 5 per MT per day.** In case of rejection , Bid Guarantee/ Performance Guarantee of supplier is liable for forfeiture apart from legal actions or both as deemed fit.

#### **Clause 25 Damages**

In case cargo is rejected by buyer on any grounds, seller shall be liable to pay the buyer the amounts already remitted by the buyer to seller without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer. **MMTC reserves the right to deduct the claim amount from any other contract/amount available with MMTC.**

In case the quality of the cargo on receipt at discharge port is found to be not as per the specification required by Buyer on analysis by the independent inspection agency, the supplier agrees to take back the entire material at their cost and reimburse the cost to MMTC alongwith interest declared by MMTC's banking Division from time to time on the amount remitted. Apart from the Performance Guarantee to the tune of 10% available with MMTC, which shall be invoked, the supplier shall remit the demanded amount to MMTC without any protest or demur within 3 working days.

In case of any default by the buyer on account of quality or for any other reason, the supplier shall be liable to be blacklisted from any dealing whatsoever with MMTC in any of its departments or offices for a period of five years.

#### **Clause 18 Shipment, Sub Clause 1**

The cargo to be shipped through line vessels or vessels who do not tranship the containers midway. In case of transhipment, the arrival of containers/vessel shall not exceed 5 days from the normal voyage period of line vessels or vessels who do not tranship the containers midway, which shall be committed by the supplier at the time of submitting the bid. In case of transhipment penalty at the rate of USD 2 per MT per day shall be levied on supplier for upto 5 days beyond normal voyage period. In case of delay beyond 5 days from normal voyage period, MMTC reserves the right to reject entire material and recover full cost of the cargo and other expenses.

Normal voyage period is transit time between load port and discharge port provide by major shipping lines on their website.

**Annexure- VIII SPECIAL TERMS & CONDITIONS FOR E-TENDER is amended and annexed herewith**

**THIS AMENDMENT FORMS INTEGRAL PART OF TENDER DOCUMENTS. ALL  
OTHER TERMS & CONDITIONS CONTAINED IN THE TENDER REMAIN  
UNCHANGED**

## SPECIAL TERMS &amp; CONDITIONS FOR E-TENDER

E-Tender is available on MMTC e-procurement website URL: - <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (With signing and encryption) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with eprocurement portal URL:- <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below. Procedure for Obtaining Digital Certificate. The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL: - <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 3 working days.

**HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST**

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Himanshu (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.Com">support@abcProcure. Com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

**(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))**

- The bidder shall have valid Class III Digital Signature Certificate (DSC) (With signing and encryption) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.
- The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
- For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity

failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Earnest Money in physical form should reach us on or before closing date and time of tender.