



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA) Phone  
No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

## **E-TENDER FOR PURCHASE OF IMPORTED ONIONS**

**E-TENDER NO. MMTC/PUR/Onion/2019-20/01**

**Dated: 30<sup>TH</sup> November 2019**

**Closing At 1500 Hrs (IST) on 06<sup>th</sup> Dec 2019**

***MMTC INVITES OFFERS FOR PURCHASE OF IMPORTED ONION***

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

**[www.mmtclimited.gov.in](http://www.mmtclimited.gov.in)**

**&**

**<https://mmtc.abcprocure.com/EPROC/>**



Core-1, Scope Complex, 7,  
Institutional Area, Lodhi Road, New Delhi: 110 003.

## **Tender for Purchase of Imported Onion**

**E-Tender No: MMTC/PUR/Onion/2019-20/01**

**Dated: 01<sup>th</sup> Dec, 2019**

**Closing At 1500 Hrs (IST) on 06<sup>th</sup> December, 2019**

### **Terms & Conditions of Tender**

#### **1. Invitation for Bids:**

MMTC Ltd., Core-1, scope complex, Lodhi Road, New Delhi – 110 003, India invites bids for purchase of imported Onion on Ex-godown /Ex-CFS (loaded into trucks) duly cleared in all respect as per the terms and conditions mentioned hereunder: -

#### **2. Quantity**

MMTC intends to purchase imported onions on Ex-CFS (loaded into trucks)/Ex godown (loaded into trucks) duly cleared from customs, PPQ/FSSAI basis. Seller of imported onions should offer a minimum quantity of **100 MTs** against this tender. In case of acceptance of prices in INR , bidder to offer material for inspection and acceptance by MMTC within 7 days. The material offered should be from fresh crop i.e. 2019 only from any origin.

#### **3. Quality Specifications**

- 1. Colour and shape:** The onion bulb should be Red to dark dark/Yellow colour with globular round in shape. The onion bulb should be well dried (cured), thin neck along with 2-3 dried skin.
- 2. Size:** The Onion bulb size should be in between **40 mm to 75 mm. (Bulb size below 40 mm or above 75 mm should not exceed 5% of total quantity supplied in the lot)**
- 3. General:** (i) Onion should be fresh and of good quality. There shall be characteristics of the variety and/or commercial type. The bulb shall be firm and compact; - unsprouted (free from externally visible shoots); - properly cured and cleaned; - free from swelling caused by abnormal development; - free of root tufts.  
(ii) The bulb should be free from mechanical damage/injury, doubles/splitting, sprouting/bolting, soft/mushy.  
(iii) The bulb should not be wet. It should be free from fungal/bacterial/insect infestation and also free from mould infestation.

- (iv) The bulb should moderately pungent.
- (v) Cargo should be free from Carbon damage, root, Mechanical Damage, Soft & Mushy, fungus infestation. Any deviation may attract penalty /rejection of cargo at the sole discretion of MMTC/its buyers.
- (vi) All requirements of FSSAI or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.

#### **4. Price:**

Prices for Onion to be quoted for supply in INR *PMT* net delivered weight and quality on ex-godown/ex-CFS basis. The evaluation and finalization of offers received shall be made on the basis of the lowest price of imported Onion depending on the country of origin. MMTC is free to select origin and type/variety of onion depending upon its judgment of prices received in the tender.

The successful bidder has to offer the material within 7 days of placement of LOI to MMTC's inspection agency for inspection. Material meeting specifications specified by MMTC shall only be lifted and accepted.

**In case L-1 bidder quotes only for minimum quantity or quantity lesser than required quantity, L2 bidder would be asked to match the L1 prices for balance tendered quantity at 24 hour notice. If L2 bidder does not agree to supply at L1 price, the L3 bidder would be given offer for supply of balance tendered quantity at L1 price. This process shall be continued till MMTC is able to finalise the quantity required by it. In case, tender quantities are not covered, MMTC may ask bidder to increase quantity.**

#### **5. Packing**

To be packed in Sound, un-mended, single hessian bags /Mesh/PP bags having uniform quality of 25 kg/50 kg net each , and capable of withstanding multiple handling. The bag should be of very good quality, suitable for packing of onions. The mode of Packing should be specifically mentioned in the Bid in the space provided in "***Annexure II (TECHNICAL BID)***".

#### **6. Country of Origin:**

Any origin and Onion should be fit for human consumption.

Country of Origin should be specifically mentioned in the Bid in the space provided in "***Annexure I***" (**Price Bid**) and "***Annexure II (TECHNICAL BID)***"

#### **7. Validity:**

Bid must remain valid upto **1700 hrs 11<sup>th</sup> December 2019.**

## **8. Bid Bond:**

- 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 **06<sup>th</sup> Dec, 2019 (1500 HRS IST)** in physical format in original prior to the opening of tender.
- b) Bank Guarantee (on prescribed form as at “**Annexure III** ” in INR equivalent to **3% (three percent)** of the **material price offered** to be furnished in physical form. Banker’s cheques would not be accepted as Bid money.
- c) Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after ten (10) days of award of the tender to the successful Bidder(s).
- d) Bid money of successful bidder/s shall stand forfeited if they fail to offer material to MMTC for inspection within 10 days of placement of LOI.
- e) **Bid Bond amount can also be in form of TT transfer/RTGS/online transfer to MMTC’s following bank account before opening of bids:**

MMTC account no 10813608375 of MMTC Limited  
(State Bank of India, CAG, New Delhi)  
SWIFT: SBININBB824  
IFSC Code: SBIN0017313

Bid Bond shall be returned to the unsuccessful bidders after award of contract. The Bid Bond shall not carry any interest. Bid bonds of successful bidders will be converted as performance guarantee and shall be returned upon completion of transaction. Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to offer material for inspection within 07 days of placement of LOI.

## **9. Payment:**

**90% on submission of all documents as per below and inspection of material by MMTC’s inspection agency and balance 10% after material reaches to MMTC’s godown/destination and submission of receipt issued by MMTC in respect of handing over of material..** In case of deviation in quality parameters from the above parameters is found, the material would not be lifted by MMTC. If MMTC , in any circumstances is required to lift such material, **penalty of 1% on weight for every 1% increase** beyond parameters mentioned in this document shall be levied.

The Payment shall be made against the following documents:

- a. Copy of BE
- b. Copy of Bill of Lading,
- c. Copy of Certificate of pre-shipment regarding quality, quantity/weight.

- d. Copy of Certificate of origin issued by Chamber of Commerce in Country of Origin.
- e. Copy of Phytosanitary Certificate
- f. The material should be pre-cleared from PPQ , FSSAI and customs .

#### **10. Deviations:**

No Deviations will be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations will be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format on "**Annexure II**".

#### **11. Eligibility**

Bid should be submitted through E-Tender by the importer of onions. Bidder whose name appears on BL can only participate – third party sale will not be allowed.

Self declaration from bidder that cargo has been imported by them & it is the same cargo for which BL he has submitted in the tender document.

#### **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, Quality Specifications, Discharge port, Packing 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) Copy of BE. 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.IV). 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 **1530 hrs IST on same day i.e. 6<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.

### **13. Documents Constituting Purchase Contract**

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

### **15. Forfeiture Of Performance Guarantee**

1. The Buyer reserves the right to forfeit the Performance Guarantee if the Seller –
  - a) Fails to offers the goods within the specified period.
  - b) Commits any breach of Contract or fails to fulfil any term(s) or condition(s) of the Contract.
2. The Performance Guarantee will be released to the Seller on successful and satisfactory execution of the Contract. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of the release.

### **16. Inspection**

1. MMTC will appoint Inspection Agency for inspection of material at the CFS/Godown.. The entire cost of Inspection Agency shall be borne by the Buyer.
2. The Seller shall, on receipt of LOI from the Buyer, offer to the Buyer's nominated inspection agency, the stocks and also shall ensure accessibility to the stocks for inspection, sampling, testing etc.
3. The inspection agency shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to acceptance of cargo tendered by the Seller.
4. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics
5. The inspection agency shall allow dispatch after proper inspection.

6. Quantity, quality, weight, packing etc. certificate to be issued by international reputed surveyor nominated by buyer for inspection at godown/ ex-CFS.

#### **17. Insurance**

The Buyer will insure the goods for covering all risks from ex-CFS / Godown upto buyers godown / destination.

#### **18. Survey/Inspection of Imported cargo**

**The weight and quality certified by an independent surveyor, appointed by buyer at their cost, to be final and binding on both the buyer and the seller.** In case of any damage to the cargo or material not meeting contractual specification during survey, the material shall not be lifted by the Buyer. **The Seller to appoint their representatives to witness the inspection of cargo at CFS/Godown, at their cost.**

#### **23. Force Majeure**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his 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 fulfil 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 the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.

#### **24. Liquidated Damages**

In the event seller fails to offer material as per agreed schedule, buyer will have right to reject the cargo or accept the cargo by applying Liquidated Damages @ 0.5 % of total offered value per day to a maximum of 7 days

Thereafter buyer will be free to reject the cargo or take legal actions or both as deemed fit. In addition, Bid Guarantee/ Performance Guarantee will be invoked and forfeited.

#### **25. Damages:**

If the goods are not offered within the contracted period, the seller shall be liable to pay to the Buyer on demand without any question whatsoever, damages on account of extra expenditure,

loss of revenue or loss of industrial production in the Buyer's country and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer.

**26. Cancellation Of Contract**

If the seller fails to offer the goods within specified period for reasons other than Force Majeure, the Buyer shall be entitled at his option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. The Buyer shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.

**27. Arbitration**

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at New Delhi by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be New Delhi.

GENERAL MANAGER (AGRO)  
(cuk@mmtclimited.com)



**Tender No: MMTC/PUR/ONION/2019-20/01**  
**Price Bid (To be completed by importer)**

**Name of the Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Tel No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Price in INR/PMT**

| Name address of Godown/CFS | Origin (Name of Country) | Onion type – Red/Yellow | Discharge Port/ ICD | Quantity offered (MTs) | Price ex-godown/CFS | Remark |
|----------------------------|--------------------------|-------------------------|---------------------|------------------------|---------------------|--------|
|                            |                          |                         |                     |                        |                     |        |
|                            |                          |                         |                     |                        |                     |        |
|                            |                          |                         |                     |                        |                     |        |

**Schedule of delivery (date/dates).....**

**Charges for loading into Trucks at Godown : .....**

**Charges for loading into Trucks at CFS : .....**

**We confirm that all other terms including validity of our bids are as per tender**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Signature of the Bidder** \_\_\_\_\_

**Seal of Company** \_\_\_\_\_

**TECHNICAL BID**

## 1. Details of Bid Bond

Bid Bond No. \_\_\_\_\_ Dated \_\_\_\_\_ For (Amount in US\$)  
\_\_\_\_\_.

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 fulfilment of the contract.

2. **Items, Quantity and Arrival period**

**Please specify qty and other details against each discharge port**

| S.No. | Item (Crop Year) | Country of Origin / Type of Onion Yellow/Red | Quantity (MT) | Packing | Address of CFS/Godown | Discharge port/ICD |
|-------|------------------|----------------------------------------------|---------------|---------|-----------------------|--------------------|
| A     |                  |                                              |               |         |                       |                    |
| B     |                  |                                              |               |         |                       |                    |
| C     |                  |                                              |               |         |                       |                    |

**Schedule of delivery (date/dates).....**

3. **Specifications General:-**

- (i) Colour and shape: The onion bulb should be Red to Dark Red/ Yellow colour with globular round in shape. The onion bulb should be well dried (cured), thin neck along with 2-3 dried skin.
- (ii) The Onion bulb size should be in between 40 mm to 75 mm (Bulb size below 40 mm or above 75 mm should not exceed 5% of total quantity supplied in the lot)

(iii) Onion should be fresh and of good quality. They shall be characteristics of the variety and/or commercial type. The bulb shall be :- firm and compact; - unsprouted (free from externally visible shoots);- properly cured and cleaned; - free from swelling caused by abnormal development ; - free of root tufts.

(iv) The bulb should be free from mechanical damage/injury, doubles/splitting, sprouting/bolting, soft/mushy.

(v) The bulb should not be wet. It should be free from fungal/bacterial/insect infestation and also free from mould infestation.

(vi) The bulb should moderately pungent.

(vii) Cargo should be free from Carbon damage, root, Mechanical Damage, Soft & Mushy, fungus infestation. Any deviation may attract penalty /rejection of cargo at the sole discretion of MMTC/its buyers.

## DECLARATION

We hereby declare that our business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

### **Certificate**

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Signature of the Bidder\_\_\_\_\_

Full Name\_\_\_\_\_

Designation \_\_\_\_\_

Seal of Company\_\_\_\_\_

**“Annexure III”**

Bid – Bond Proforma

(On a stamp paper of Rs 100/- to be executed by any scheduled Bank through its Branch Office in New Delhi)

M/s. MMTC Limited  
Core-I, Scope Complex.,  
7, Institutional Area,  
Lodhi Road, New Delhi-110 003

Dear Sirs,

WHEREAS M/s \_\_\_\_\_ (offeror) has offered to supply a quantity of \_\_\_\_\_ MT of \_\_\_\_\_ (name of commodity) to MMTC Limited and the offerer is required to submit a Bid Bond of 3% of the full value of the tender as a guarantee for fulfilment 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 Limited, New Delhi the amount of Rs \_\_\_\_\_, in case the offerer 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 offerer. Any such demand in writing made by MMTC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving the demand from MMTC Limited, 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 \_\_\_\_\_ in New Delhi.

2. notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to Rs \_\_\_\_\_ (INR \_\_\_\_\_ only ) and it will remain in force upto \_\_\_\_\_ in India till midnight \_\_\_\_\_ unless a claim under the Guarantee is filed against us on or before midnight in India till (date), all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. 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 offerer and any change in the constitution of said offeror MMTC Limited.

FOR BANK

Dated:

Place:

**Annexure-VIII**

**SPECIAL TERMS & 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 II Digital Signature (meant for e-tendering) 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))**

1. 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.
  2. 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.
  3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcpocure.com> under tab Downloads/Minimum System Requirement-V2.0.
  4. 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.

