



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  
PAN NO.AAACM1433E  
CIN L51909DL1963GO1004033

***E-TENDER FOR IMPORT OF ONION***

**E-TENDER NO. MMTC/IMP/Onion/2015-16/03 Dated: 11<sup>th</sup> September, 2015**

**Closing At 1500 Hrs (IST) on 18<sup>th</sup> September, 2015**

***MMTC INVITES OFFERS FOR IMPORT OF ONION***

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

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

**&**

**<http://eprocure.gov.in>**



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**Closing At 1500 Hrs (IST) on 18<sup>th</sup> September,2015**

**Terms & Conditions of Tender**

**1. Invitation for Bids:**

MMTC Ltd., Core-1, scope complex, Lodhi Road, New Delhi - 110 003, India invites bids for import of Onion on CIFFO basis as per the terms and conditions mentioned hereunder: -

**2. Items, Quantity and Shipment Period**

S. No.	Item (Crop year)	Quantity	Origin	Shipment Period and Arrival in India	Discharge port (Buyer's option)
1.	<i>Onion (Latest Crop)</i>	<i>1,000 MTs (+/- 2%) at Buyer's option</i>	Afghanistan Pakistan, Egypt, China,Iran or any other origin	Prompt shipment (not later than 30.09.2015)  Arrival period of cargo in India should be within 25 days from Chinese Port, 21 days for Egyptian origin 10 days for shipments from Afghanistan/ Pakistan,and any other origin. The above arrival period in India will be reckoned from the date of Bills of Lading	Kandla, JNPT, Chennai & Wagah Border

\* Bid should be made for a minimum quantity of 500 MTs. ***The exact supply order will be regulated in units of 500 MT depending upon the requirement.***

\* Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer depending on the prices received in the tender.

### **3. Quality Specifications**

- i) Class I fresh quality Big Onions, Red/Pink in colour, size above 40 mm, well cured (dried), round to globular shape with thin neck, should be free from (a) mechanical damage (b) bulbs double (c) semi-matured (d) sprouted (e) soft (f) mushy (g) wet bulbs and should be completely free from fungus infestation and insect mould attack. The bulbs should be moderately pungent. Also please see Sl.No.9 of Annexure VI.
- ii) All requirements of plant quarantine (regulation of import into India) Order 2003 and FSSAI or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- iii) Radioactive contamination, if any, within permissible international limits.
- iv) Detailed specifications are given at Anx.VI.

### **4. Price:**

Prices for Onion to be quoted for supply in **US Dollars PMT** net delivered weight and quality on **CIFFO** basis for **Kandla, JNPT, Chennai Ports and Wagah Border separately for each origin**. The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of Onion depending on the country of origin. MMTC is free to select origin depending upon its judgment of prices received in the tender. Prices shall be quoted only as per price bid format provided in "**Annexure I (PRICE BID)**".

### **5. Packing**

To be packed in Sound, un-mended, single hessian bags /Mesh having uniform quality/seaworthy not more than 25 kg net each, and capable of withstanding multiple handling. 2% empty extra bags to be supplied free of cost, along with the cargo. 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)**". Following markings on the bags as per FSSAI standard should be complied:-

- 1.FSSAI Logo
- 2.FSSAI Licence number: .10014011001604
- 3.Product name
- 4.Weight
- 5.Country of Origin
- 6.Packing date
- 7.Importer's name & Address
- 8.Packer's name & Address

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

**Pakistan, Egypt, China, Afghanistan, Iran or any other origin. 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. IST 24.09.2015.**

#### **8. Bid Bond:**

a) **Bid shall be accompanied by a Bid Bond in the form of bank guarantee valid till 15<sup>th</sup> October, 2015. The Bid Bond in the form of Bank Guarantee is to be submitted before 18<sup>th</sup> September, 2015 (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 US Dollars equivalent to 2% (Two percent) of the CIFFO value of the bid quantity to be furnished in physical form. Bankers 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 provide performance guarantee as per terms of tender.

#### **9. Payment:**

a. 100% payment by irrevocable non-transferable letter of credit or CAD.

b. The letter of Credit shall be negotiable against the following documents:

(1) Draft for 100% value of Invoice.

(2). Seller’s signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing interalia quantity/ description, quality of Onions shipped, price and net Invoice value.

(3). Complete set of Original Bill of Lading, marked “CLEAN ON BOARD” and “FREIGHT PREPAID” made out to order of opening bank and blank endorsed, notify party “APPLICANT”. Bill of Lading(s) to be signed by Master of the Vessel or by a named agent for and on behalf of the Master or the Owner of the Vessel. Multi-mode transport BLs/other forms of BLs not acceptable. BLs issued after loading of Containers on ships showing name of the vessel only should be allowed. B/L to clearly specify that Onions are stuffed in Refrigerated containers, suitable for shipment of Onions.

(4). Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency(SGS) nominated by the Buyer. Inspection Agency to certify that Onions are stuffed in Refrigerated containers suitable for shipment of Onions.

(5). Certificate of Crop Year by the inspection agency nominated by the Buyer.

(6). Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.

(7). Certificate issued by the Govt. nominated Official Agency in the Country of Origin/Surveyor nominated by the Buyer certifying that the goods shipped are in conformity with tender/contract specifications and also . that the cargo is fit for human consumption

(8). Certificate of origin issued by Chamber of Commerce in Country of Origin.

(9). Original Phytosanitary certificate in conformity with accepted international convention and Phytosanitary regulation of India. Following additional declarations are

required to be incorporated in the Phytosanitary certificate that the consignment(s) conforms to Plant Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments. Phytosanitary certificate must contain the clauses that the onion bulbs are free from (a) Smut (*Urocystis cepulae*) (b) Dry rot (*embellisia allii*) (c) stem and bulbs nematode (*Ditylenchus dipsaci*) (d) Onion maggot (*hylemia antique*). Import permit number to be mentioned in the Phytosanitary Certificate (to be intimated by buyer separately)

(10) Letters as per Clause 16(Fumigation)

(11)Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing using Methyl Bromide at 16g per cubic metre for 12 Hrs. at 21° C and above or equivalent or any other treatment approved by the Plant Protection Advisor to the Government of India and the treatment should be endorsed on the Phytosanitary Certificate issued at the country of origin.

(12) Original Insurance Policy covering 110% value of the CIFFO price covering all risks from whatsoever cause or nature as per the Institute Cargo Clause (All risks) including risk of War and SRCC Risks as per Institute Ware Clauses/TPND etc. from Load Port to Discharge Port godown.

(13)Copy of Fax advising shipment particulars in accordance with **Clause 20** below.

(14)Shipping Company or its Agent's certificate stating that the vessel is classified by an approved Classification Society as per Institute Classification Clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old and is sea worthy. In case vessel is over 20 years of age, overage premium is to the account of seller and certified to be seaworthy as well (in case of Break Bulk C&F contracts only).

(15) Import permit no. to be mentioned in the Phytosanitary certificate

(16) Packing List issued by Load Port Surveyor.

c. Negotiation of documents under reserve is not acceptable.

d. Bank charges outside India, if any, to be borne by the Seller.

e. All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith, will be for the Buyer's account. In case the Seller desires any amendment, the expenses shall be for the Seller's account.

f. L/C is required to be confirmed by any bank, such confirmation can also be arranged provided the bank charges involved are paid by the Seller.

g. Documents presented within the validity of L/C shall be acceptable.

h. Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.

i. L/C to be valid for **negotiation for 21 days after shipment**. However original documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port/Wagah Border**.

#### **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 foreign supplier directly.

## **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) Mandatory Details of Bidders as per Annexure-VII are to be uploaded on electronic mode by **1500 Hrs IST on 18.09.2015**. Part B: Price Bid Price Bids are also to be submitted latest by **1500 hrs IST on 18.09.2015** through electronic mode Bidders may log on to: website <https://mmtc.eproc.in>

TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED(Anx.VIII).

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM WILL NOT BE ACCEPTED

Offers should be submitted as per Bids format provided at Annexure-I & II.

The technical bids received in the tender shall be opened at 1505 **hrs. IST and price bid will be opened at 1530 Hrs IST on same day i.e. 18.09.2015**. 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.

## **14. Performance Guarantee**

- a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to **5%(Five percent) 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**".
- b) The Performance Guarantee shall be furnished within three (3) calendar days of the date of acceptance of the Bid by the Buyer and shall be **valid till 24th**

**December,2015. On receipt of Performance Guarantee, contract shall be signed without any change in arrival period. LC would be established only after receipt of original PG and signed copy of the contract.**

- c) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of arrival in India and settlement of all claims.
- d) Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

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

1. The Buyer reserves the right to forfeit the Performance Guarantee if the Seller –

- a) Fails to supply the goods within the specified period.
- b) Commits any breach of Contract or fails to fulfill 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. Fumigation**

a. The consignment must be treated by appropriate fumigant in containers/ holds of the vessel, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003" with schedules and subsequent amendments.

Fumigation Certificate preferably issued by competent authority of the exporting country stating that the fumigation of the onions is done with Methyl Bromide at 16g. per cubic meter for 12 hrs. at 21 degree Celsius and above or equivalent or any other treatment approved by the Plant Protection Adviser to the Government of India and the treatment should be endorsed on Phytosanitary Certificate issued at the Country of Origin/Re-export.

Phytosanitary Certificate issued by the Quarantine Department / Competent Authority of the exporting country certifying that the Onion bulbs for consumption is free from a) Smut (*Urocystis cepulae*) (b) Dry rot (*Embellisia allii*), (c) Stem & bulbs nematode (*Ditylenchus dipsaci*), (d) Onion Maggot (*Hylemyia antiqua*). Details of fumigation made are to be mentioned in the Phytosanitary certificate. Any other Phytosanitary conditions of Government of India shall have to be complied with by the exporter.

b. Seller must ensure conformity to quality requirements pertaining to poisonous weed seeds, Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and excreta etc.

c. It has been directed by the Plant Protection Adviser to the Govt. of India (PPA) vide Office Memorandum No.99-11/2009-PQD dated 18.02.2010 to advise importers to ensure fumigation/treatment, wherever applicable, strictly to be met in the exporting country and incorporated such special conditions in Phytosanitary Certificate without fail. All cases where such special conditions are not complied with have to be forwarded to the PPA for further necessary action.

d. All importers need to take the following steps:

1. For countries where Methyl Bromide fumigation is banned: Please arrange for a letter from the NPPO of the origin country certifying that MBR fumigation is banned in their country.

2. For countries where Methyl Bromide fumigation is not possible due to extreme cold weather conditions: Please arrange for a letter from the NPPO of the origin country certifying that MBR fumigation is not possible in the specific months (state which month to which month) when the weather is extremely cold.

In case treatment of Methyl Bromide is required to be made at the Indian Port of entry, the expenses incurred will be borne by the Supplier.

**The above conditions to be strictly complied with.**

### **17. Inspection**

1. The buyer will appoint a Pre-Shipment Inspection Agency (PSI) (SGS) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
2. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.
3. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.
4. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
5. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel/containers.
6. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
7. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor (SGS) nominated by buyer at the port of loading at the time of shipment at seller's cost.
8. Surveyors to ensure that the consignment conform to Indian Plant Protection and Quarantine Requirements and issue a certificate to that effect in addition to that certificate issued by Govt. authorized agency of the country of origin.

### **18. Shipment**

1. The cargo has to be shipped in Containers suitable for transporting Onions with humidity control so as to retain the quality of the shipped onions in transit.
2. Buyer has the right to amend Seller's shipment date within laycan. **For Containerized cargo – Maximum consignment size shall not be more than 500 MT at a time in 20' containers only. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings**
3. All containerized shipments originating from China, Egypt, Pakistan and whichever countries it is applicable, the Container handling charges (DTHC) at discharge port should be pre-paid and should be clearly mentioned in the Bill of Lading.
3. Detailed terms and conditions of the shipment are mentioned at "*Annexure V A*"



## **19. Age Of Vessel**

As per “**Annexure V A**”.

## **20. Insurance**

The Seller will insure the goods for 110% CIFFO value, covering All Risks upto discharge port godown under Institute Cargo Clause (A), Institute War Clause War & SRCC/TPND/MARINE . The Seller shall, immediately upon loading of the vessel, inform The Chief General Manager (Agro), MMTCL Limited, Core 1 Scope Complex Lodi Road ,New Delhi, India by Fax (No. +91 11 24364587) and e-mail address ( [nb@mmtclimited.com](mailto:nb@mmtclimited.com), [mrcm@mmtclimited.com](mailto:mrcm@mmtclimited.com)) and telephone no. (+91 11 24381441) the details of the Insurance Company and their Surveyor nominated for disport survey the following details of the shipment/dispatch:

- i) Name of the Vessel
- ii) Sailing/departure date
- iii) Port of Shipment/port of dispatch
- iv) Invoiced quantity and value of goods, Bill of Lading(s) no. & date.
- v) ETA of vessel at Indian Port

If vessel's age is beyond 20 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company will be borne by the Seller.

This will be followed by airmail or courier advice accompanied by a copy of each of the related Invoices and Bills Of lading along with copy of Insurance Policy. Vessels shall not be over 25 years of age (In case of containerized cargo). If the vessels are above 20 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

## **21. Post Landing Survey**

**1. Landed weight 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, material short received or material not meeting contractual specification during survey, the claim shall be lodged by the Buyer on the Seller. No deduction on account of Excess Clause would be allowed for settlement of claim for short landed/damaged quantity as revealed by the findings of the Independent Surveyor appointed by the Buyer. The Seller/Insurance Company is free to appoint their representative to witness the discharge operations, at their cost.

2. Discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The Chief General Manager (Agro) as per address given in Clause 20 above, in case the Insurance Surveyor is not available. .

3. The cargo on arrival at discharge port is subject to inspection by Indian Phytosanitary and Health Authorities and FSSAI. In case of rejection for not meeting the quality and other statutory regulations, the seller shall be responsible for the costs and consequence whatsoever, including losses, damages incurred by buyer over and above the refund of payment from the seller. The seller also has an option to appoint surveyors at the discharge port for joint survey.

4. If the Onion on arrival at discharge port do not meet the specifications prescribed by the Indian PPQ Authorities, then the supplier will have to take back the goods at their risk and cost.

## **22. Documents**

The Seller shall send by fax/email, followed by courier, to Chief General Manager (Agro), MMTC Limited, New Delhi, India as per address given in Clause 20 above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that the L/C opening bank in India, before arrival of the vessel, receives original shipping documents. Calculations of free time will start from the date of arrival of the cargo at discharge port or receipt of negotiable set of original shipping documents at bank by MMTC whichever is later. All expenses like detention, ground rent etc due to delay in receipt of original documents would be to supplier's account. If these documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to MMTC against MMTC's own Letter of Indemnity on its letter pad and instruct the Shipping Agent accordingly.

## **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 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 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 effect delivery as per agreed shipment schedule and/or as stipulated arrival period in India as per clause 2 ( Arrival period of cargo in India should be within 25 days for Chinese origin, 21 days for Egyptian origin and 10 days for shipments from Afghanistan/ Pakistan, and any other origin, from the date of Bills of Lading) the buyer is entitled to a rebate of US\$ 5.00 PMT per day subject to a maximum of one week. In case of arrival beyond stipulated period the LD will be charged for actual duration of delay. Rebate should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Bid Guarantee/ Performance Guarantee will be invoked and forfeited.

## **25. Damages:**

If the goods are not delivered within the contracted period of delivery or stipulated arrival 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 deliver the goods within specified delivery 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.

CHIEF GENERAL MANAGER (AGRO)

**Tender No: MMTC/IMP/ONION/2015-16/03  
Price Bid (To be completed by foreign supplier)**

Name of the Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Price in US\$**

<b>Discharge Port</b>	<b>JNPT</b>
<b>Description of item</b>	
<b>Origin (Name of country)</b>	
<b>Origin (Port of Loading)</b>	
<b>Quantity offered (MTs)</b>	

<b>Discharge Port</b>	<b>CHENNAI</b>
<b>Description of item</b>	
<b>Origin (Name of country)</b>	
<b>Origin (Port of Loading)</b>	
<b>Quantity offered (MTs)</b>	

<b>Discharge Port</b>	<b>KANDLA</b>
<b>Description of item</b>	
<b>Origin (Name of country)</b>	
<b>Origin (Port of Loading)</b>	
<b>Quantity offered (MTs)</b>	

<b>Discharge Port</b>	<b>WAGAH BORDER</b>
<b>Description of item</b>	
<b>Origin (Name of country)</b>	
<b>Origin (Place of Loading)</b>	
<b>Quantity offered (MTs)</b>	

**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 fulfillment 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	Quantity MT	Packing	Discharge port	Arrival period in India
A						
B						
C						

**3.Specifications**

General:-

i) Please note that quote shall be for Class I fresh quality Big Onions, Red/Pink in colour, size above 40 mm, well dried, should be free from (a) mechanical damaged (b) bulbs double (c) semi-matured (d)sprouted (e)soft (f)mushy (g) wet bulbs and should be completely free from fungus infestation and insect mould attack. Also please see Sl.No.9 of Annexure VI.

ii) All requirements of plant quarantine (regulation of import into India) Order 2003 and FSSAI or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected. Also please see Sl.No.9 of Annexure VI.

iii) Radioactive contamination, if any, within permissible international limits.

iv) The cargo has to be shipped in Containers suitable for shipment of Onions with humidity control so as to retain the quality of the shipped onions in transit.

**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 \_\_\_\_\_

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 2% of the full value of the tender 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 Limited, New Delhi the amount of US\$ \_\_\_\_\_, 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 15<sup>th</sup> October, 2015 in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_ (US Dollar \_\_\_\_\_ 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:

**Performance Guarantee Format**

(To be executed by any Schedule Bank in India on Stamp paper of Rs 100/-)

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

1. Against Contract No./LOI \_\_\_\_\_ Dated \_\_\_\_\_ entered into between MMTC Limited (hereinafter called the Buyer) and M/s \_\_\_\_\_ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we \_\_\_\_\_ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of US\$ \_\_\_\_\_ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of US\$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.

2. It is fully understood that this guarantee is effective for the period upto 24 December ,**2015** and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

3. We, \_\_\_\_\_ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, \_\_\_\_\_ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

4. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.

5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in New Delhi, India.

This Guarantee will be valid for invocation in India upto 24th December, **2015**(Midnight).

FOR \_\_\_\_\_ BANK  
ACCEPTED



*“Annexure V A”*

Terms of Shipment On C&FFO Basis (in case of Break Bulk Cargo)

1. Vessels shall not be over 25 years of age. In case vessels are above 25 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.

2. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighter age and all lighter age expenses shall be Sellers/Ship's account.

3. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer shall form the part of the documents required under the Letter of Credit to be established by the Buyer. The vessel shall not be over 15 years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to the date of shipment. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Nationalised Insurance Companies. The vessel on its last voyage prior to shipbreaking will not be acceptable.

4. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.

5. Time required for fumigation of hatches at discharge port by Methyl Bromide to be on Seller's account .

**6. Vessel shall give 7 days prior notice to Buyer at their address given earlier Thereafter 5 days, 3 days and 24 hours firm notices should be given.**

**7. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings.**

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## ANNEXURE-VI

### PHYTOSANITARY REQUIREMENTS FOR IMPORT OF ONION INTO INDIA

The import of plant / plants material is regulated under the Destructive Insects & Pests Act, 1914 and the Plant Quarantine (Regulation of Import into India) Order, 2003 issued thereunder. As per this Order, the phytosanitary requirement of import for Onion are as follows:

1	Ageratum spp.	Seeds for sowing	(i) Australia (ii) Europe	Nil	Freedom from quarantine weed seeds
2	Agropyron Cristatum (Crested wheat grass)	Seeds for sowing	USA	Free from Pseudomonas syringae pv. atropurpurea	Freedom from quarantine weed seeds
3	Agrostis stolonifera (Creeping bentgrass)	Seeds for sowing	USA	Free from : (a) Anguina agrostis (bentgrass nematode) (b) Monographella nivalis (foot rot: cereals) (c) Sclerotinia homoeocarpa (dollar spot : grasses)	Free from quarantine weed seeds.
4	Ajuga spp.	Tissue culture plants	Australia	Certified that the tissue cultured plants were obtained from mother stock tested and maintained free from virus.	Nil
5	Albizia lebeck (Acacia)	Plants for propagation	(i) Asia	Nil	Post entry quarantine growing for 45 days period
			(ii) USA	Free from Pleiochaeta setosa (lupin leaf spot)	Post entry quarantine growing for a period of 45 days
6	Alcea spp. (Hollyhock)	Seeds for sowing	(i) USA (ii) Europe (iii) Asia	Nil	Free from quarantine weed seeds.
7	Alchemilla spp. (Lady's mantle)	Seeds for sowing	Europe	Nil	Freedom from quarantine weed seeds
8	Allamanda spp (Allamanda)	Plants for propagation	Any Country	Nil	Post entry quarantine growing for 45 days period

9	Allium species (onion, garlic, leek, shallot, etc)	(i) seeds/ bulbs for sowing or planting	Any Country	Free from : (a) Smut (Urocystis cepulae) (b) Slippery skin (Pseudomonas cepacia) (c) Dry rot (Embellisia allii) (d) Marginal necrosis (Pseudomonas marginalis pv. Marginalis) (e) Pod and stem blight (Phomopsis longicolla) (f) Stem and bulbs nematode (Ditylenchus dipsaci) (g) Onion maggot (Hylemia antiqua)	Free from soil.
		(ii) Bulbs for consumption	Any Country	Free from : (a) Smut (Urocystis cepulae) (b) Dry rot (Embellisia allii) (c) Stem and bulbs nematode (Ditylenchus dipsaci) (d) Onion maggot (Hylemia antiqua)	Fumigation with Methyl bromide at 16 g. per cubic metre for 12 hrs. at 21°C and above or equivalent or any other treatment approved by the Plant Protection Advisor to the Government of India and the treatment should be endorsed on Phytosanitary Certificate issued at the Country or Origin / re-export.
		(iii) Tissue cultured plants	(i) Israel (ii) USA (iii) Netherlands	Certified that the tissue cultured plants were obtained from mother stock tested and maintained free from Iris yellow spot virus.	Nil
			(iv) Italy	Certified that the tissue cultured plants were obtained from mother stock tested and maintained free from leek white stripe virus.	Nil
			(v) Argentina (vi) Australia (vii) New Zealand (viii) Germany	Certified that the tissue cultured plants were obtained from mother stock tested and maintained free from leek yellow stripe virus.	Nil
			(ix) Any country except Israel, USA, Netherlands, Italy, Argentina, Australia, New Zealand, Germany	Certified that the tissue cultured plants were obtained from mother stock tested and maintained free from virus.	Nil
10	Allium schoenoprasum (Chive)	Seeds for sowing	France	Nil	Free from soil and quarantine weed seeds.

Import of Onion is subject to the following general condition:

i. As per Section 3 (12) no consignment of food item is permitted for import with contamination of **quarantine weeds** listed in Schedule-VIII of PQ Order, 2003 unless the said consignment has been devitalized by the exporting country and a certificate to that effect has been endorsed in the phytosanitary certificate issued by the exporting country.

ii. As per PQ Order, 2003, Chapter II, Clause 3 (19) general condition of import, no consignment of plants and plant products contaminated with **soil** should be allowed.

Therefore, the National Plant Protection Organization of the exporting country has to issue Phytosanitary Certificate with the **special conditions of import** accompanying the consignment referring to the prescribed phytosanitary treatment and freedom from soil contamination and quarantine weed seeds listed in Schedule VIII of PQ Order.

In some cases, **the additional declaration** pertaining to freedom of the commodity from the pests listed in PQ Order, 2003 against the commodity is also required.

### **Process of phytosanitary inspection and release of the consignments**

On receipt of application for quarantine inspection and clearance of food item from importer or his clearing agent, the application is registered. Documents viz., original import permit, original phytosanitary certificate, bill of entry, certificate of origin, bill of lading, invoice etc. are checked. After scrutiny of the application, an inspector is deputed for drawing samples as per laid down procedure. No. of Containers sampled depends on size of the consignment, as under:

01-10 containers - Minimum 2 containers

11-25 containers - One in every five containers but not less than four

Above 25 containers - One in every eight Containers but not less than six containers,

Two samples of one Kg each are drawn from each container for inspection / testing. Each sample is examined for freedom from the quarantine pest. If the consignment has live insect infestation, the importer is advised to fumigate the consignment with Methyl Bromide under the supervision of Plant Quarantine Officer. The consignment is again inspected and if found to have no live insect infestation, it is approved for release. The cost of treatment will be borne by the Supplier.

As per the Plant Quarantine (Regulation of Import into India) Order, 2003 all Onion are required to be treated with Methyl Bromide prior to entry into India. However, in respect of imports of Onion from USA, Canada and France interim arrangements have been made for Methyl Bromide fumigation at the point of entry, keeping in view the fact that this treatment is not feasible in these countries owing to very low temperature.

In case of non compliances with conditions stipulated in Plant Quarantine (Regulation of Import into India) Order, 2003, the consignment would be released after realizing fee for import permit and fee for plant quarantine inspection at five times of the normal rates and prescribed treatment. The fee applicable for first 1000 Kg is Rs. 2500/- plus Rs. 50/- per additional tonne in case of Onion. These charges will be borne by the Supplier.

**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

**SPECIAL TERMS & CONDITIONS IF PRICE BID SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on MMTC e-procurement website URL:- <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III 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 e-procurement portal URL:- <https://mmtc.eproc.in> (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.eproc.in> 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 5 working days. Procedure for Registering in E-Procurement portal Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to URL:- <https://mmtc.eproc.in> and follow the directions. In this regard please go to "help desk: <https://mmtc.eproc.in> and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below. For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: [pankaj.verma@clindi.com](mailto:pankaj.verma@clindi.com) and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer –

email id [nimesh.bhardwaj@clindia.com](mailto:nimesh.bhardwaj@clindia.com) , mobile phone +91-093105-27400 OR Mr. Mukesh

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