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

**E-TENDER NO. MMTC/IMP/Onion/2019-20/16**

**Dated: 20<sup>th</sup> December 2019**

**Closing At 1500 Hrs (IST) on 26<sup>th</sup> December 2019**

***MMTC INVITES OFFERS FOR IMPORT OF 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 Import of Onion**

**E-Tender No: MMTC/IMP/Onion/2019-20/16**

**Dated: 20<sup>th</sup> December, 2019**

**Closing At 1500 Hrs (IST) on 26<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 import of Onion on CIF basis as per the terms and conditions mentioned hereunder: -

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

<b>S. No.</b>	<b>Item (Crop year)</b>	<b>Quantity*</b>	<b>Origin</b>	<b>Shipment latest by</b>	<b>Discharge port (Buyer's option)</b>
1.	Onion(Latest Crop)	10,000 MTs (+/- 10%) at Buyer's option (Firm)	Any country	6 <sup>th</sup> January 2020 such that arrival at Indian ports is not later than 30 <sup>th</sup> January 2020	NhavaSheva/ Vizag /Kolkata

**\* 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.**

**MMTC reserves the right to reject any consignment not arriving discharge port on or before 30<sup>th</sup> January 2020.**

**Suppliers may submit their offer separately for containerized cargo and break bulk vessel in the price bid.**

*Total quantity of a bidder should not be less than 1000 MT.*

In case seller ships more than 90% of material within shipment schedule Liquidated Clause would not be applied.

**Bidders shall agree to move the cargo to a destination other than the one offered by them in case so required by MMTC. Sellers will obtain necessary permission from Shipping Lines to allow such movement to CFS/ICDs. In such cases, the movement**

**arrangements and additional cost of movement of the containers from Port to the ultimate CFS/ICDs shall be arranged and borne by MMTC. However, in such cases of movement of sealed containers from Nhava Sheva to the newly declared CFS/ICD destination, suppliers shall agree for inspection at the final destination wherein quality and quantity shall be final and binding on both the supplier and the buyer.**

### **3. Quality Specifications**

- 1. Colour and shape:** The onion bulb should be red to dark red/yellow/whitish 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 80 mm. (Bulb size below 40 mm or above 80 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 from above quality parameters may attract penalty /rejection of cargo at the sole discretion of MMTC/its buyers. 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 CIF basis for any Indian port in India 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 and type of onion. 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)***".

**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 or additional requirement, MMTC may ask bidders to increase quantity.**

#### **5. Packing**

To be packed in Sound, un-mended, single hessian bags /Mesh/PP bags 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)**”.

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

Any 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 **2000 hrs 27<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> Jan, 2020**. The Bid Bond in the form of Bank Guarantee is to be submitted on or before **26<sup>th</sup> December, 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 US Dollars equivalent to **3% (three percent)** of the **CIF** value of the bid quantity 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 provide performance guarantee as per terms of tender.
- 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

**MMTC TRANSNATIONAL PTE. LTD SINGAPORE (MTPL) being wholly owned  
Subsidiary of MMTC Limited is exempted from submission of Bid Bond.**

- f) 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 returned after receipt of performance guarantee and signing of contract. **In case, bid bond amount is deposited in MMTC's account, gain/loss in exchange value while returning such deposit will be to the account of supplier.** Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

## **9. Payment:**

- a. On CAD basis. **90% on submission of all original shipping documents as per below and balance 10% on confirmation certificate issued by discharge port inspection agency appointed by the buyer with respect to quality and quantity.** In case of 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 shall be made within five bank working days from the date of receipt of all clean original documents.
- b. The Payment shall be made against the following documents: (1). 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 Onion shipped, price and net Invoice value.
- (2). Complete set of Original Bill of Lading, marked "CLEAN SHIPPED 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 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. House BL is not acceptable. **In case of movement by trucks through Border, Lorry Receipt will be the negotiable document instead of Bill of Lading.**
- (3). Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency nominated by the Buyer.
- (4). Certificate of Crop Year by the inspection agency nominated by the Buyer.
- (5). 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
- (6). Certificate of origin issued by Chamber of Commerce in Country of Origin.
- (7). Original Insurance Policy covering 110% value of the CIF 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 War Clauses/TPND, etc. from Load Port to Discharge Port godown.

(8). 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 which are given at Anx.VI.

(9) Certificate as per Clause 16 (Fumigation)

(10) Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing.

(11) Copy of Fax/email advising shipment particulars in accordance with **Clause 18** below.

(12) 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 15 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).

(13) A certificate from the Master of Vessel certifying that the vessel has sailed on the date of issue of Bill of Lading (in case of Break Bulk C&F contracts only).

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

d. All Bank charges in India will be for the Buyer's account.

e. Third party Commercial Invoice shall not be acceptable.

f. Documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port/ICD.**

#### **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. Bids submitted by a Consortium firms as partners is acceptable. The bidder(s) should comply with the following requirements:

1. All the documents under the bid shall be signed by one of the consortium partner who shall be duly authorized by all the partners through a Power of Attorney to execute the documents on behalf of the joint venture/consortium.
2. The one consortium partner authorized by all the partner shall be lead partner and shall be jointly severally responsible.

3. Integrity pact should be signed and submitted by all the consortium partners individually.
4. Duly certified copy of the agreement entered into by the consortium partners should be submitted with the technical bid.
5. A firm can be a partner in only one consortium; bids submitted by Consortiums having same firm as common partner will be rejected.

## **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 **1515 hrs IST on same day i.e. 26<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.

### **14. Performance Guarantee**

- a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to *5% 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) bank working days of the date of acceptance of the Bid by the Buyer and shall be **valid till 30<sup>th</sup> June 2020**. *On receipt of Performance Guarantee, contract shall be signed without any change in arrival period.*
- 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 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.
3. Integrity pact to be signed by Bidder as per the attached format **Annexure VII** along with bid documents.

### **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) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Buyer.
2. The Seller shall, on receipt of LOI/Contract 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 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 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.

2. The cargo has to be shipped in Reefer Containers suitable for transporting Onions with humidity and temperature control so as to retain the quality of the shipped onions in transit.
3. Buyer has the right to amend Seller's shipment date within laycan. **For Containerized cargo – Maximum consignment size shall not be more than 250 MT at a time in 20'/40' containers only. For containerized cargo, supplier shall give 14 days' free time at discharge port/ICD for clearance of the cargo mentioning the same in the Bill of Ladings.**
4. All containerized shipments originating from China, Egypt, Turkey 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.
5. 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% CIF value, covering all risks upto discharge port godown under Institute Cargo Clause (A), Institute War Clause War & SRCC/TPND/MARINE. **No deduction under Excess Clause would be allowed for short landed/damaged quantity.** The Seller shall,

immediately upon loading of the vessel, informs The General Manager (Agro), MMTCL Limited, Core 1 Scope Complex Lodi Road, New Delhi, India by Fax (No. +91 11 24364587) and e-mail address ( [cuk@mmtclimited.com](mailto:cuk@mmtclimited.com), [achalmeena@mmtclimited.com](mailto:achalmeena@mmtclimited.com), [anilsoni@mmtclimited.com](mailto:anilsoni@mmtclimited.com) ) the names of the Insurance Company and their Surveyor nominated for disport survey along with 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 and gross and net weight. v) ETA of vessel at Indian Port.

If vessel's age is beyond 15 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 15years 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 quality and 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 to appoint their representatives to witness the discharge operations, at their cost.** In case suppliers representative fails to attend discharge/destuffing of containers the quality and weight certified by independent surveyor appointed by buyer would be final and binding on both the buyer and the seller.
- 2.** Discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The 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. Supplier will also refund the amount drawn under advance to buyer on first demand. 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 does 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 General Manager (Agro), MMTC Limited, New Delhi, India as per address given in Clause 20 above, three sets of nonnegotiable documents prior to the arrival of vessel. The Seller shall also ensure buyer's 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 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 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.

## **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 along with interest declared by MMTC's banking Division from time to time on the amount remitted. Apart from the Performance Guarantee to the tune of 5% 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.

## **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.

C. UNNI KRISHNAN  
GENERAL MANAGER (AGRO)  
(cuk@mmtclimited.com)



**Tender No: MMT/IMP/ONION/2019-20/16**  
**Price Bid (To be completed by foreign supplier)**

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

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

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

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

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

**Price in US\$/PMT**

Shipment by	Origin (Name of Country) and colour of onion	Origin (Port of Loading)	Discharge Port	Quantity offered (MTs)	Price (CIF)	Expected arrival time for discharge port	Remark
6 <sup>th</sup> Jan 2019 (Containerized cargo)			Vizag				
			Kolkata				
			NhavaSheva				
6 <sup>th</sup> Jan 2019 (Break Bulk Vessel)			Vizag				
			Kolkata				
			NhavaSheva				

**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**

Shipment Period	Item (Crop Year)	Origin (Name of Country) and colour of onion	Quantity (MT)	Packing	Shipment Period	Discharge port/ICD	Expected Arrival period in India
6 Jan 20 (Containerized)			Vizag				
			Kolkata				
			NhavaSheva				
6 Jan 20 Break bulk Vessel			Vizag				
			Kolkata				
			NhavaSheva				

3. **Specifications General:-**

- (i) **Colour and shape:** The onion bulb should be red to dark red/yellow/whitish 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 80 mm (Bulb size below 40 mm or above 80 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.
  
- (viii) Any deviations from above quality parameters may attract penalty /rejection of cargo at the sole discretion of MMTC/its buyers. Also please see Sl.No.9 of Annexure VI.

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. ix) Radioactive contamination, if any, within permissible international limits. x) 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 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 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 affect 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 \_\_\_\_\_ (Midnight).

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

“Annexure V A”

Terms of Shipment on CIF Basis (in case of Break Bulk Cargo)

1. Vessels shall not be over 25 years of age. In case vessels are above 15 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 ship breaking 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 there under. As per this Order, the Phytosanitary requirements 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	Allamandaspp (Allamanda)	Plants for propagation	Any Country	Nil	Post entry quarantine growing for 45 days period

9	species garlic, shallot,  Allium (onion, leek, etc	(i) seeds/ bulbs for sowing or planting	Any Country	Free from : (a) Smut ( <i>Urocystis cepulae</i> ) (b) Slippery skin ( <i>Pseudomonas cepacia</i> ) (c) Dry rot ( <i>Embellisia allii</i> ) (d) Marginal necrosis ( <i>Pseudomonas marginalis</i> pv. <i>Marginalis</i> pv. <i>marginalis</i> ) (e) Pod and stem blight ( <i>Phomopsis longicolla</i> ) (f) Stem and bulbs nematode ( <i>Ditylenchus dipsaci</i> ) (g) Onion maggot ( <i>Hylemia antiqua</i> )	Free from soil.
		(ii) Bulbs for consumption	Any Country	Free from : (a) Smut ( <i>Urocystis cepulae</i> ) (b) Dry rot ( <i>Embellisia allii</i> ) (c) Stem and bulbs nematode ( <i>Ditylenchus dipsaci</i> ) (d) Onion maggot ( <i>Hylemia antiqua</i> )	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 and applicable penalty.

**ANNEXURE-VII**

**INTEGRITY PACT**



Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... (Bidder)

Hereinafter referred to as “Vendor/Bidder” Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us. In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road, NEW DELHI – 110 003.  
Email id: [bijoychat@gmail.com](mailto:bijoychat@gmail.com)  
Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above. **Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion

in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

## **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commit himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/esale/sale/purchase process and during the contract execution.
  - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or nonmaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
  - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts.** If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the

Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible. **Section 4 – Compensation for Damages**
  - 1.If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
  - 2.If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
  - 3.If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages. **Section 5 – Previous transgression**
    - 1.The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
    - 2.If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

## **Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)**

- 1.MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
- 2.MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)** If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

## **Section 8 – Independent External Monitor(s)**

- 1.MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2.The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- 3.The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
- 4.MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
- 5.As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
- 8.The word “**IEM**” would include both singular and plural. **Section 9 – Pact Duration**

- 1.This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
- 2.If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

**Section 10 – Other provisions**

- 1.This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
- 2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3.If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

.....

(For & on behalf of MMTC)  
(Office Seal)

(For & on behalf of Buyer/Vendor/Bidder)  
(Office Seal)

Place : ..... Date  
: .....

Witness 1 : .....  
Name :  
Address :

Witness2:.....  
..... Name :  
Address:

**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 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))**

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.abcprocure.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.

**ANNEXURE – IX**

**FSSAI LOGO:**

**(Logo may be downloaded from FSSAI website)**

**FSSAI LIC NO:** 10014011001604

**PRODUCT NAME:**

**WEIGHT:**

**COUNTRY OF ORIGIN:**

**PACKING DATE:**

**IMPORTER'S NAME & ADDRESS:** MMTC Limited, Core-I, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi: 110 003 (INDIA).