



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

**E-TENDER FOR
HIGH SEA SALES OF IMPORTED ONION**

E-TENDER NO.

MMTC/HIGH SEAS SALES/ONION/2019-20/01

Dated: 9 January 2020

Closing At 1530 Hrs (IST) on 15 January 2020

MMTC INVITES OFFERS FOR HIGH SEA SALES OF IMPORTED ONION

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

www.mmtclimited.gov.in

&

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



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

Tender for High Sea Sales of imported onion

E-Tender No: MMTC/HIGH SEAS SALES/ONION/2019-20/01

Dated: 9 January 2020

Closing At 1530 Hrs (IST) on 15 January 2020

Terms & Conditions of tender

1. Invitation for Bids:

MMTC Ltd., Core-1, scope complex, Lodhi Road, New Delhi – 110 003, India invites bids for **High Sea Sales of imported Onion** as per the terms and conditions mentioned hereunder: -

2. Items, Quantity and Shipment Period

LOT no.	Item (Crop year)	Quantity	Colour/Origin	ETA at JNPT (Nhava Sheva)	Size of onion	Shipping line
1	Onion (2019)	2775 MTs (+/2%) B/Ls 1	Yellow/ Turkey	20 January 2020	40mm to 80mm	MSC
2	Onion (2019)	1750 MTs (+/2%) B/Ls 3 of 500 MT each B/L 1 of 250 MT	Yellow/ Turkey	24 January 2020	50mm to 70mm	MSC
3	Onion (2019)	525 MTs (+/2%) B/L 1	Yellow/ Turkey	26 January 2020	40mm to 80mm	MAERSK

4	Onion (2019)	1975 MTs (+/2%) B/L 1	Yellow/ Turkey	26 January 2020	40mm to 80mm	SAFMARINE
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Bids shall be made for lot wise quantity.

3. Quality Specifications

1. Colour and shape: The onion bulb is yellow colour with globular round in shape.

2. Size: The Onion bulb size is as per above table.

3. General: Load port survey report from reputed inspection agency shall be provided.

4. Price:

Prices for Onion to be quoted in USD PMT

Prices shall be quoted only as per price bid format provided in “**Annexure I (PRICE BID)**”.

5. Packing

Packing is in Sound, un-mended, single hessian bags /Mesh/PP bag having uniform quality/seaworthy not more than 25 kg net each.

6. Country of Origin:

As per table above

7. Validity:

Bid must remain valid upto **2000 hrs 17 January 2020**

8. Payment:

a. On 100 % advance basis. Original shipping documents shall be handed over on receipt of 100 % advance payment.

9. Shipping documents:

The following third party shipping documents shall be provided, as the material has already been shipped by the source supplier and are on high seas:

- 1 Seller’s signed Commercial Invoice in one (1) original for goods shipped on the basis of shipped weight showing interalia quantity/ description, quality of Onion shipped, price and net Invoice value.
- 2 Packing list one copy in original.

- 3 Complete set of Original Bill of Lading, marked "SHIPPED ON BOARD" and "FREIGHT PREPAID" made out to order of opening bank and blank endorsed, notify party "MMTC Limited". Bill of Lading(s) signed by Master of the Vessel or the Owner of the Vessel. MMTC would endorse the BL in favour of Buyer. The shipping lines would allow 14 days free time at discharge port and DTHC prepaid.
 - 4 Certificate of Load port inspection regarding quality, quantity/weight & packing by reputed inspection agency.
 - 5 Certificate showing Crop Year 2019 by the inspection agency.
 - 6 Certificate issued by the Govt. nominated Official Agency in the Country of Origin/inspection agency certifying that the goods shipped are in conformity with specifications provided herein and also that the cargo is fit for human consumption
 - 7 Certificate of origin issued by Chamber of Commerce in Country of Origin.
 - 8 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 Nhava Sheva.
 - 9 Original Phytosanitary certificate in conformity with accepted international convention and Phytosanitary regulation of India.
 - 10 Fumigation certificate certifying that the cargo has been fumigated in containers prior to sailing.
- Any other certificates and documentation if required has to be done by the buyer at buyer's cost.

10. Deviations:

No Deviations will be allowed from the tender Terms. Bids with deviations will be summarily rejected.

11. Eligibility

Bid should be submitted through E-Tender. Annexure III

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) 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 (b) authority letter in favour of the signatory c) Integrity Pact (Annexure II)

Technical bid is to be uploaded on electronic mode by due date and time.

Part B: Price Bid 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.III). 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.

The bids received in the tender shall be opened at **1535 hrs IST on same day i.e. 15 January 2020**. 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) 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.
- c) Offer(s) incomplete or deficient, received late may be rejected at the discretion of the MMTC.
- d) MMTC reserves the right to reject and / or accept all or any offers including the highest offer without assigning any reasons.

13. Documents Constituting Sale Contract

MMTC will finalize High Sea Sales agreement with the buyer.

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Buyer 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. Fumigation of onion carried out as given below:

- a. The consignment is 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.

15. Inspection

The seller has conducted Pre-Shipment Inspection Agency (PSI) at the load port. Load port inspection Report for quality and quantity provided by the seller is final and binding.

16. Shipment

The cargo has been shipped in containers in liner vessels.

17. Insurance

The cargo is insured through marine insurance upto Nhava Sheva port (warehouse to warehouse basis) under Institute Cargo Clause (A), Institute War Clause War & SRCC/TPND/MARINE.

18. 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 07 days, 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 02 days.

19. Arbitration

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

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

Tender No: MMTC/HIGH SEA SALES/ONION/2019-20/01
Price Bid (To be completed by bidder)

Name of the Bidder: _____

Address: _____

Contact Person: _____

Tel No: _____ **Fax No:** _____

Email address: _____

Price in US\$/PMT

LOT no.	Item (Crop year)	Quantity	Colour/Origin	ETA at JNPT (Nhava Sheva)	Size of onion	Shipping line	High Sea Sales Price in USD/MT
1	Onion (Latest Crop)	2775 MTs (+/2%) B/Ls 1	Yellow/ Turkey	20 January 2020	40mm to 80mm	MSC	
2	Onion (Latest Crop)	500 MTs (+/2%) B/Ls 1	Yellow/ Turkey	24 January 2020	50mm to 70mm	MSC	
		500 MTs (+/2%) B/Ls 1	Yellow/ Turkey	24 January 2020	50mm to 70mm	MSC	
		500 MTs (+/2%) B/Ls 1	Yellow/ Turkey	24 January 2020	50mm to 70mm	MSC	
		250 MTs (+/2%) B/Ls 1	Yellow/ Turkey	24 January 2020	50mm to 70mm	MSC	
3	Onion (Latest Crop)	525 MTs (+/2%) B/L 1	Yellow/ Turkey	26 January 2020	40mm to 80mm	MAERSK	

4	Onion (Latest Crop)	1975 MTs (+/2%) B/L 1	Yellow/ Turkey	26 January 2020	40mm to 80mm	SAFMARI NE	
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We confirm that all other terms including validity of our bids are as per tender

Name _____

Designation _____

Signature of the Bidder _____

Seal of Company _____

Annexure II

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
Email id: 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) commits 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.

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(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 III

SPECIAL TERMS & CONDITIONS FOR E-TENDER

E-Tender is available on MMTC e-procurement website URL: - <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) 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	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	support@abcProcure. Com
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	

+91-(79)- 61200 507	pankesh@eptl.in
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(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 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.

