

MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051
Telephone:022-61214537
Website: www.mmtclimited.gov.in

TENDER FOR SALE OF ONION

Tender No. MMTC/MUM/SALE/ONION/2015-16/02

Dated: 21st October,2015

MMTC Limited invites sealed bids for sale of imported ONIONS Latest crop 2015 of China and Egypt Origin on 'as is where is' basis as per details given below:

1. Product: Imported Onions Latest crop 2015.

2. Quality Specification: Class I fresh quality Big Onions, Red/Pink in colour, size above 40 mm well cured as per load port inspection report.

3. Packing – Ex- CFS: Container each containing 1000 Mesh Bags of about 25 Kg each
Ex- Cold Storage, Shahpur on the basis of 1 lot of about 25 MTs containing about 1000 Mesh Bags of about 25 Kg each

4. Origin – China and Egypt.

5. Weighment – EX CFS – As per Packing list/Load Port Survey report/Bill of Lading
Ex Cold Storage Godown – As per Surveyor's discharge report

6. Mode of Sale/Delivery: – On 'as is where is' basis –

- Ex-CFS/ Nhava Sheva - Dock destuffing shall be arranged by the successful bidder. MMTC shall pay all applicable charges to CFS/Shipping line till the stipulated delivery time period of four days from the date of award of tender. Thereafter all the charges for taking delivery from CFS shall be borne by the successful bidder.
- Ex-Cold Storage at Suroop Fresh Pvt. Ltd, Survey No. 298, Village Lahe, Mumba Agra Road, Shahpur, Thane – 421603

7. Total Quantity available : About 1250 MTs of Egyptian Origin and 430 MTs of Chinese origin

8. Quantity Allocation :

- A) In lot size of one 40' FCL Ex-CFS JNPT, origin-wise, at the discretion of MMTC.
- B) In lot size of about 25 MTs, origin wise at the discretion of MMTC.

9. PRICE:

Price to be quoted in Rupees per MT excluding all duties and taxes as per Bid Format for Ex-CFS, Nhava Sheva or or ex-cold storage at Navi Mumbai. All taxes and duties to the account of buyer as applicable and will be charged over and above the price quoted.

10. Inspection: Bidders can inspect the cargo stored at CFS, Nhava Sheva and Cold Storage Shahpur on 26.10.2015 by contacting MMTC office 022-61214621/61216431/9167939361 in advance.

11. Bids:

The bidders may download the tender document from our website www.mmtclimited.gov.in or www.eprocure.gov.in/www.tenders.gov.in and can also obtain a copy of the same from Mr. GR Bagle, Senior Manager, MMTC Mumbai office (022-61214621/61216431/9167939361) at the above mentioned address during office hours on any working day till **1400 HRS IST on 27th October 2015.**

Filled-up signed bids and tenders should be submitted in prescribed TENDER FORMS in a sealed envelope. This envelope should be super-scribed with the 'TENDER FOR SALE OF IMPORTED ONIONS AT MUMBAI, Tender No. & date, Name and address of the bidder and shall be addressed to GENERAL MANAGER (AGRO), MMTC LIMITED, MMTC HOUSE, IIIrd Floor, C-22, BANDRA KURLA COMPLEX, BLOCK-E, BANDRA (EAST), MUMBAI-400 051'.

DUE DATES:

Last date for submission of Price Bids :27th October, 2015, 15:00 Hrs IST
Opening of Price Bid :27th October, 2015, 15:30 Hrs IST

12. Validity: Bids must remain valid till 29th October 2015 (1900 Hrs.IST)

13. EMD:

- a) Bid shall be accompanied with interest free EMD of Rs 150000 per 40' ft container and Rs 150000 for per lot of about 25 Mts Ex- Cold Storage Shahpur and shall be submitted through

Demand Draft/Pay Order drawn on any scheduled bank favouring **MMTC LIMITED, Mumbai** or through RTGS/NEFT mode (subject to verification/ proof of receipt in our MMTC account) is acceptable. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date at the time for submission of bids, the Bid will not be considered for opening.(RTGS BANK DETAILS):

- AXIS BANK A/C NO. 230010200004688
- BKC BRANCH
- IFSC CODE: UTIB0000230

b) EMD of the unsuccessful Bidders including those whose Bids are not accepted due to non-fulfillment/not meeting the conditions attached to the Bid/incomplete overwriting/incorrect will be returned within 7 working days of award of tender to the Successful Bidders.

c) EMD of Successful Bidder shall stand forfeited if he fails to make 100% payment within 2 working days time from the date of award of contract.

d) The EMD of Successful Bidder shall be returned after performance of the Contract. No interest shall be paid on EMD.

e) The successful Bidders are required to deposit the sale proceeds within 2 working days as per the Tender

14.Payment Terms : The successful bidder shall make 100% payment before delivery but not exceeding 2 working days of award of tender and lift the cargo immediately within 2(two) working days from the date of making payment. Bidder shall make his own arrangements for clearance of cargo from CFS / Cold Storage with in the stipulated period of total 4 working days and in case of delay shall bear all charges payable to shipping line/CFS. In case of delay beyond of 7 days, MMTC shall reserve its right to dispose off the cargo at the costs and risk of the successful bidder and claim liquidated damages apart from forfeit the all the amounts paid.

15.Title and Risk – MMTC shall retain title and ownership of the material until final payment including interest, if any, has been received in full by MMTC.

16. Award of Contract/Performance – MMTC shall confirm the acceptance of price to the highest bidder (H1) lot wise but reserves the right to cancel the bids at any stage. Successful bidder to execute the contract within 2 working days from the date of MMTC's confirmation. In the event of non execution or non lifting of the cargo by the successful bidder, MMTC reserves the right to forfeit the EMD. A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods to the successful bidders.

In case of sale from CFS bidder Successful Bidder to make all arrangements for clearance from CFS at his cost.

17. Liquidated Damages – In case the successful bidder(s) fails to deposit the payment within the time frame, MMTC will be free to rescind the contract and dispose of the cargo at the risk and cost of the successful bidder(s). In addition, their bid amount will be forfeited and claim damages from the bidder.

18. Cancellation of Contract – If the successful bidder(s) fail to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract and recover the damages besides forfeiture of bid amount. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

19. Documents constituting contract. The invitation of bids, terms and conditions of tender, bid of successful bidders, letter of acceptance issued by MMTC with any amendment prior to the signing of the contract shall constitute the contract between MMTC Ltd., and the successful bidders.

20. MODE OF SUBMISSION OF TENDER:

The bids will be submitted in sealed cover super scribing as PRICE BID FOR ONION containing:

- a) Tender document duly signed and sealed on all pages
- b) Filled up format (ANNEXURE 1 – PRICE BID)
- c) EMD (as applicable) – DD / By RTGS (A photocopy of proof of submission to be enclosed)
- d) Copy of VAT registration/CST registration;
- e) Copy of PAN CARD
- f) Copy of FSSAI

Incomplete offer or offers received after the closing time and date shall not be accepted.

21. Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

22. GENERAL CONDITIONS

22.1 Subject to the terms and conditions set out herein, sale shall be made to the highest bidder Lotwise. MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes. Announcements during the tender on the website and/or by facts including announcement of any additional conditions or correction in the tender including quantity are binding on the bidder.

22.2. MMTC reserves the right to accept or reject any or all tenders or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender are available at MMTC's website www.mmtclimited.gov.in and <http://eprocure.gov.in>

23. ARBITRATION :

Any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope or operation or effect of this contract or the validity or breach thereof, shall be settled by arbitration by a Sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC and the award made in pursuance thereof shall be binding on the parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be at Mumbai / New Delhi at MMTC option. The Indian Laws shall apply.

24. FORCE MAJEURE

Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than fifteen days(15days) either party shall have the right to refuse fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract. A certificate issued by the respective chambers of commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

ANNEXURE -I

PRICE BID FOR ONIONS

1. Name of the Bidder:

2. Address of the Bidder:

Sl. No.	Location*	Max. qty available (No. of containers/MT)	Bid qty. in No. of containers	EMD Amount**	Price offered per MT in Indian rupees excluding taxes)
1	EX - AMEYA CFS CHINESE ORIGIN	(10 X 40' FCL)			
2	EX - OCEAN GATE CFS EGYPTIAN	(17X 40' FCL)			
3	EX - ALL CARGO CFS EGYPTIAN ORIGIN	(3 X 40' FCL)			
4	EX-COLD STORAGE SHAHPUR. CHINESE ORIGIN	7 lots of about 25 MTs each			
5	EX - COLD STORAGE SHAHPUR. EGYPTIAN ORIGIN	27 lots of quantity ranging between 25 – 29 MTs each			

*** Location – Subject to availability.**

**** In case of Sl. No. 1 to 3, EMD amount paid to be indicated and should be Rs.1,50,000 per container multiplied by no. of containers bid for.**

**** In case of Sl. No. 4 to 5, EMD amount paid to be indicated and should be Rs.1,50,000 per lot of about 25 MTs and multiplied by no. of containers bid for.**

**Signature of the Proprietor
With Stamp & Seal of the Firm**