



MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051
Telephone:022-61214631/4551/4617
Website: www.mmtclimited.com

Regd. Office: Core 1, SCOPE COMPLEX; 7, Institutional Area; Lodi Road; New Delhi
Pin - 100 003. INDIA

TENDER FOR SALE OF APPROX. 375 MTS (+/- 10%) OF IMPORTED ONION (TURKEY ORIGIN) EX- DRT CONCOR CFS/WAREHOUSE ON AS IS WHERE IS BASIS.

Tender No. MMTCLIMITED/MUM/SALE/ONION/2019-20/02

Dated: 11th February, 2020

MMTC Limited invites bids vide email for sale of imported ONIONS of Turkey Origin on 'as is where is' basis as per details given below: The bidders can download the tender document from our website www.mmtclimited.com or <https://eprocure.gov.in> and can also obtain a copy of the same from Additional General Manager, MMTC Mumbai office at the above mentioned address during office hours on any working day till 1100 HRS IST on 11th February 2020.

1. **PRODUCT** - Imported Onions Turkey Origin.
2. **QUALITY** - As is where is basis.
3. **PACKING:-** Mesh Bags of about 25 Kg each.
4. **LOT SIZE** – MINIMUM 10 MTS
5. **ORIGIN** – Turkey Origin.
6. **WEIGHTMENT** - EX CFS – At the nearest weighbridge as certified by independent Surveyor.
7. **MODE OF DELIVERY:** – Ex- DRT Concor Warehouse, 'as is where is' basis.
8. **TOTAL QUANTITY AVAILABLE-** Approx. 375 MTs. (+/- 10%)
9. **PRICE BIDS:** Price to be quoted in Rupees per MT excluding all duties and taxes as per Bid Format at Annex. A for Ex-DRT Concor WH, Nhava Sheva on as is where is basis. Price bids can be sent either vide email to be marked to mmtcmumbai@mmtclimited.com **OR** through physical bids, which can be dropped

in Tender Box located at Ground Floor, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra East – 400051.

10. **INSPECTION:** Bidders can inspect the cargo stored at CFS – DRT Concor, Nhava Sheva on 12.02.2020 by contacting MMTC office 022-61214631/4617 in advance.
11. **DUE DATE:** Last date and time for receiving bids THROUGH EMAIL or THROUGH PHYSICAL BIDS IS **13.02.2020** by **1230 HRS IST.**
12. **EMAIL ID:-** Emails shall be marked only to the following email id and shall be sent to mmtcmumbai@mmtclimited.com on 13.02.2020 before 12.30 pm IST
13. **VALIDITY: Bids must remain valid till 14.02.2020 – 1730 HRS IST.**
14. **EMD:-** Successful Bidder upon confirmation by MMTC will be required to deposit 5% of the Bid Value as EMD in MMTC's Axis Bank A/c (Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No : -230010200004688, IFSC Code : - UTIB0000230) on the date of confirmation without fail.
15. **PAYMENT TERMS:** Successful bidder will be required to deposit balance 95% within 2 (two) working days of the allotment of LOI positively. In case of non-submission of balance payment, EMD deposit @ 5% shall be forfeited by MMTC.
16. **PENALTY:-** Successful Bidder is required to lift the cargo within 5 days of the issue of LOI, failing which amount deposited by the party will be forfeited.
17. **TITLE–** MMTC shall retain title and ownership of the material until final payment has been received in full by MMTC.
18. **AWARD OF TENDER/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 5 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 amount deposited. A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods to the successful bidders.
19. **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.
20. **CANCELLATION OF CONTRACT –** If the successful bidder(s) fail to fulfill any of their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled to cancel the

contract forthwith 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.

21. MODE OF SUBMISSION OF QUOTES:

The bidders will have the option to submit bids **either** through email, which shall be marked only to mmtcmumbai@mmtclimited.com **or** through physical bids, which can be dropped in Tender Box located at Ground Floor, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra East – 400051. and shall reach before 12.30 pm on 13.02.2020. Bids received will be opened on 13.02.2020 @ 1.00 pm and bidder's representative may remain present while opening of the same.

PRICE BID FOR ONION shall contain:

- A) Filled up format (ANNEXURE 1 – PRICE BID)
- B) Copy of PAN
- C) Copy of GST CERTIFICATE
- D) Copy of FSSAI

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

22. GENERAL CONDITIONS: Subject to the terms and conditions set out herein, sale shall be made to the highest bidder Lot wise. MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes.

23. ARBITRATION CLAUSE: Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue/seat of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

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 (TURKEY ORIGIN)

1. Name of the Bidder:

2. Address of the Bidder:

Sl. No.	Location	Qty. Available (Approx.)	MINIMUM SIZE. 10 MTS	LOT	RATE PMT	RS	EMD Amount To be submitted post confirmation. 5% of the bid Value.
1	EX – DRT CFS, NHAVA SHEVA	375 MTs (+/- 10%)					

**Signature of the Proprietor/Partner/Director
With Stamp & Seal of the Firm**
