

touching lives, adding value Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA) Phone No. +91 11 24362200, Fax +91 11 24364587 PAN NO.AAACM1433E <u>CIN L51909DL1963GOI004033</u>

# E.TENDER FOR SUPPLY OF PP BAGS

# E.TENDER NO. MMTC/AGRO/PP BAGS/2016-17/1 Dated: 02.08.2016

Closing At 1500 Hrs (IST) on 09.08.2016

# MMTC INVITES OFFERS FOR SUPPLY OF PP BAGS

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

www.mmtclimited.gov.in

&

http://eprocure.gov.in



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Tender for Supply of PP Bags

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### Closing At 1500 Hrs (IST) on 09.08.2016

Terms & Conditions of Tender

1. Invitation for Bids:

MMTC Ltd., Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003, India is importing pulses (Red Lentils) at JNPT, Kolkatta and Kandla Ports during September/October 2016. Sealed bids are invited by MMTC Limited for supply of 400,000 (+/- 5 % option to be exercised by Buyer) bags ( 50 Kg. each Bagging capacity per bag) POLY PROPYLENE DOUBLE STITCHED BAGS from reputed and established manufacturers for delivery at port as per terms and conditions mentioned hereunder:-

1.	Description	<ul> <li>50kg. (each) POLY PROPYLENE DOUBLE STITCHED bags fit for packing of pulses (food grade) The bags should be New POLY PROPYLENE DOUBLE STITCHED bags ( WHITE COLOURED) of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling. Following markings on the bags as per FSSAI standard should be complied:-</li> <li>FSSAI Logo</li> <li>FSSAI Licence number: .10014011001604</li> <li>Product name:</li> <li>Weight</li> <li>Country of Origin-</li> <li>Packing date</li> <li>Importer's name &amp; Address</li> <li>Packer's name &amp; Address</li> <li>(Details will be furnished to successful bidder).</li> </ul>
2.	Weight/ Specification / Quality	Each piece should be 100 Gsms of weight with a dimension of (24 inches X 36 Inches), Single fold, Double stitch at the bottom and folded inside at the opening. Mesh 12 X 12, Denier 0900, Anti Skid Weave, Single colour printing on one side. Bags found to be not conforming to the specifications shall be rejected and returned to the supplier on best possible basis. The rejected stocks shall be replaced by the bidder at his risk and cost. In case of any dispute, MMTC's decision shall be full & final.
3	Quantity	400,000 bags (+/- 5% at Buyer's option) POLY PROPYLENE DOUBLE STITCHED (50 Kg. Each)to be despatched to designated warehouses located near JNPT / Kolkatta and Kandla port. Minimum 50 % of ordered quantity would be required to be supplied to Kolkatta. However, exact quantity to be supplied location wise shall be intimated to the successful bidder in advance before despatches or at the time of placement of Letter of Intent.
4	Technical Bid	Documents mentioned as at ANNEX I & III to be uploaded through electronic mode. Technical bid would be opened of only those bidders who have furnished EMD The EMD should reach on or before 1500 Hrs.on 09.08.2016.
5	Price	Unit price inclusive of all taxes, Octroi, Insurance and packing and FOR destination delivery at designated warehouses at JNPT, Kolkatta and Kandla. Price bid is to be uploaded through electronic mode as per ANNEXURE II. The price bids of those bidders who have submitted EMD of Rs 5 Lakhs

		through DD/Pay Order or RTGS and o	qualified in Technical	bid will be opened	l.
		Both bids "TECHNICAL BID" and "PRICE BID" are to be submitted latest by 1500 Hours IST on 9 <sup>th</sup> August 2016 through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.			
		Bidders may log on to:	Bidders may log on to:		
		website https://mmtc.eproc.in			
6	Despatch	Supply to be completed as per the delivery schedule prescribed by MMTC within 20 days of placement of order. Despatch should commence as per schedule given in MMTC's Letter of Intent. The entire supplies would be required to be completed by 1 st week of October 2016 at the destination .			
7	Penalty	<ul> <li>Should the Bidder Vendor fail to fulfill the contract or any part thereof within the period prescribed for such completion, MMTC shall have any of the following options, at the sole discretion of MMTC:</li> <li>To recover from the vendor late delivery penalty charges of 1% per week for the value of such contract or portion thereof delayed, subject to a maximum of 10% for the delay of each week or part of the week.</li> <li>To cancel the contract or portion thereof, and obtain the goods from any other source at the risk and cost of the vendor.</li> <li>To treat the default of breach of contract forfeiting EMD or Security Deposit or both.</li> </ul>			
8	EMD	D Bidder should deposit Non interest bearing EMD of Rs. 5,00 the form of Demand Draft/Pay Order in favour of "MMTC along with tender. Bidders may also deposit EMD thr bankers details are as below: BANK NAME ACCOUNT NO			Deĺhi″
		BRANCH, NEW DELHI STATE BANK OF HYDERABAD, SCOPE COMPLEX Delhi		SBIN0009996 SBHY0020511	
9	Security Deposit	The successful bidder will deposit 5% of the value of the PO/LOI within Seven(7) days of receipt of the LOI. Security deposit will be returned after			
10	Payment	<ul> <li>successful completion of order and after due performance of contract.</li> <li>90% payment of invoice value will be released, to the supplier for the quantity supplied, subject to :- <ul> <li>receipt of bills/ copy of delivery challans duly acknowledging clean receipt of bags at the designated godowns at/or around Kolkatta/JNPT/ Kandla port to MMTC's nominated handling agent.</li> <li>Receipt of Quality and quantity certificate issued by an independent surveyor appointed by MMTC at its cost.</li> <li>The balance security deposit of 10% shall be released within 30 days from the date of successful delivery of entire ordered quantity at the specified locations.</li> </ul> </li> </ul>			
11	Validity	Bidder should keep their offer/bid <b>opening of tender.</b>			
12	Pre- Inspection	MMTC has the right to pre-inspect the bags at the production of points of successful bidder to ensure that the bags manufactured are in conformity with the specifications prescribed.			
13	Transit	The bags dispatched should be cov	vered under the tran	sit insurance upt	o the

	-	
	Insurance	delivery at the destinations. MMTC will not be responsible for any loss or damage during transit. It is sole responsibility of the supplier to prefer claims with the Insurance Company for settlement of cost towards loss/damages
		occurred if any in transit.
14	Force Majeure	<ul> <li>Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:</li> <li>a. Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;</li> <li>b. Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;</li> </ul>
		<ul><li>c. Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection" Strikes and lock outs.</li><li>d. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.</li></ul>
15	Arbitration	All dispute or differences whatsoever arising between the parties out of or
		relating to the construction, meaning and operation or effect of this contract or
		the breach thereof shall be settled by arbitration in accordance with the rules of
		Arbitration on the Indian Council of Arbitration Act, 1996 and amendments
		thereof. The venue of the arbitration will be at New Delhi, the award made in
16	Clause	pursuance thereof shall be binding to the parties.
16	Clause Fraud	(1)CommitmentsoftheBidder(s)/Contractor(S)/Buyers(s)/Vendor(s):The
	Prevention	Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at <u>www.mmtclimited.com</u> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
		The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other 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.
		The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications in the bidding process.
		The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s)shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, 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, including information contained or transmitted electronically.
		The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.

		The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
		2. Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s)vendors, before award or during execution has committed a transgression through a violation of Clause 16(1) or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
		(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause 16(2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
17	CANCELLATIO N OF CONTRACT	If the successful bidder fails to perform its obligations within stipulated time for reasons other than Force Majeure, MMTC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of EMD and SD or both. MMTC shall not be liable at any costs, damages and consequences upon such cancellation of the contract.

### Other terms and conditions:

- 1. Offer must be accompanied by three samples of the offered bags.
- 2. Every page of the tender documents including specifications should be signed and stamped.
- 3. MMTC reserves the right to reject all or any of the offers or to split the order between two or more suppliers without, assigning any reason, at the lowest approved rate.
- 4. MMTC also reserves the right to vary the quantity finally ordered of the requirement indicated in the tender documents.
- 5. The person or persons signing the tender shall state the capacity in which he/she/they/is/are signing the tender. If an individual makes any tender, it shall be signed with his full name and address. If it is made by a firm, it shall be signed by all the partners of the firm or by a partner of the firm duly empowered or authorised to do so and the authorization/Power of Attorney should also be enclosed.
- 6. If any tender is made by a Corporation/Company/Co-Operative Society, it shall be signed by a duly authorised officer, who shall produce with this tender satisfactory evidence of such authorisation. Such Corporation/Company/Co-Operative Society
- 7. Bidders shall have satisfactory/dispute free performance with MMTC OR any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanour with MMTCOR any other PSU/any other reputed organization in the past, such Bid shall not be entertained. An undertaking as per **Annexure-III** is required to be enclosed at the time of uploading of bid.
- 8. Bidder should be able to produce solvency certificate for minimum amount of Rs. Twenty Five(25)Lakhs from his authorized bank.
- 9. The following documents have to be uploaded alongwith the tender
  - 1) Certification of registration
  - 2) Bags Manufacturing Licence valid up to date.
  - 3) CST/VAT tax registration
  - 4) Copy of Production capacity
  - 5) Income returns and audited balance sheets for the last three financial years.
  - 6) Proof of satisfactory performance of supply of bags in similar quantities to reputed Govt/PSU and other companies during previous 2 years.
  - 7) Proof of minimum average annual turnover of Rs One(1) crores (each year) during last three financial years
- Bidders shall submit their offers separately in two-bid format:

- Part A: <u>Technical Bid:</u> (electronic form only). The documents to be enclosed with electronic technical bid are a) Technical Bid as per Annexure-I & III) 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) Mandatory Details of Bidder (Annexure V).
- Technical bid is to be uploaded on electronic mode by 1500 Hrs IST on 9<sup>th</sup> August, 2016.
- Original DD/PO has to be submitted by post/by hand prior to opening of bids on 9<sup>th</sup> August,20016 latest by 15:00 hrs IST and received by MMTC at SCOPE Complex ,Delhi
- Part B: <u>Price Bid</u> are also to be submitted latest by **1500 hrs IST on 9<sup>th</sup> August**, **2016 th**rough electronic mode
- Both bids "TECHNICAL BID" and "PRICE BID" are to be submitted latest by 1500 Hours IST on 9<sup>th</sup> August, 2016 through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.
- Bidders may log on to:
- website https://mmtc.eproc.in
- TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED
- <u>PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL</u> <u>ANY PHYSICAL FORM WILL NOT BE ACCEPTED.</u>,
- Offers should be submitted as per Bids format provided at Annexure-I & II.
- The technical bid of tender shall be **opened at 1505 Hrs. IST** and price bids shall be opened at 1600 *hrs. IST on same day i.e. 09.08.2016.* Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.
- a) Any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) Each page/document must be signed by the Bidder.
- c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) 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) within the validity of offer.
- e) 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.
- f) MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

## **TECHNICAL BID**

Deputy General Manager MMTC Limited Core 1 Scope Complex Lodi Road New Delhi

# Sub : Tender No. MMTC/AGRO/PP BAGS/2016-17/1 Dated: 02.08.2016 for supply of

### Poly propylene bags

Sir, Details of Bid Bond EMD remitted through (Name of Bank & Branch) : Amount remitted Rs \_\_\_\_\_

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same in case order is placed on us.

We wish to submit our offer for as per details enclosed. 1. Name of Organization:

2. Name ,Address , of Contact Person with designation -------Address,Phone/FaxNo.,Email of Contact Person with designation:

- 3. Year of Establishment: .....
- 4. Plant location :

5. Brief of Major orders of PP Bags executed for Agro Products especially Pulses, Red Lentils :

6. Annual Turnover(of Last three financial years): Enclose audited balance sheets of the Company:

Rs in Crores			
FY (2015-16) FY (2014-15) FY (2013-14)			

7. Production capacity :

8. List of copy of documents to be attached :

- 1) Certification of registration
- 2) Bags Manufacturing Licence valid up to date.
- 3) CST/VAT tax registration
- 4) Proof of satisfactory performance of supply of bags in similar quantities to reputed Govt/PSU and other companies during previous 2 years.
- 5) Proof of minimum average annual turnover of Rs 1 crore (each year) during last three financial years
- 9. We confirm that we have the capacity to manufacture and supply 50 Kg

Polypropylene Bags as per the specifications provided in the tender at the locations (Kolkata , Mumbai and Kandla ) which may be required by MMTC .

### 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 /Government Departments .

### Certificate

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify :

Signature of the Bid	der
Full Name	
Designation	
Date	
Seal of Company	

#### PRICE BID

#### Tender No: MMTC/AGRO/PP BAGS/2016-17/1

Dated 29.07.2016

#### PRICE BID

#### PRICE BID FOR supplying of Poly PROPYLENE double stitched bags.

(100 Gsms of weight with a dimension of (24 inches X 36 Inches), Single fold, Double stitch at the bottom and folded inside at the opening. Mesh 12 X 12, Denier 0900, Anti Skid Weave, Single colour printing on one side)

Sr.No.	Description	Rates o	quoted (Rs/unit price	e) for
		Kolkatta	Mumbai	Kandla
1	Price per PP bag inclusive of all taxes, Octroi, Insurance and packing and FOR destination delivery of PP bags at the designated warehouses			

We confirm that all other terms including validity of our bids are as per tender
Name\_\_\_\_\_
Designation \_\_\_\_\_
Signature of the Bidder\_\_\_\_\_

Seal of Company\_\_\_\_\_

Date

#### Annexure-III

(On Non-Judicial Stamp Paper of Rs. 100/-)

#### UNDERTAKING

1. This is in reference to our application No\_\_\_\_\_\_dated\_\_\_\_\_for supply of\_\_\_\_\_\_.

2. We hereby unequivocally confirm and declare that we shall be full responsible for any kind of defaults and false declaration if any in any of the documents submitted and / or representations made to MMTC related to this business transaction. We further confirm and declare that we are solely responsible for any such non / mis-declaration default, non-realisation of export proceeds and / or mis-utilisation of commodity/product or any such offence and shall be liable for prosecution under Foreign trade policy 2009-14 & 2015-2020 provisions, Customs Act and its Notifications. Indian Penal Code and/or FEMA or under any law/rules or Regulations in force as may be applicable from time to time.

3. We unconditionally undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against any liabilities that may arise as a result of any of our acts of commission/omissions whatsoever in regard to our above application

 4. This is to certify that I / We,
 Proprietor / Partner / Director of (Name of the Firm)

 hereby declare that we are registered with concerned statutory authorities vide their Registration Certificate No.
 and also registered with Custom and dated

 dated
 valid upto
 and also registered with Custom and dated

5. We further certify and undertake that we are not black listed or debarred for, any demand, sue, recovery, from all and every or any person or persons whomsoever concerned or chargeable therewith all and every sum or sums of money, debts, goods, effects, securities, stocks, shares and interests which shall or may belongs to or be or become due or payable to any Govt. / Semi Government Agencies, MOC, or any other under PSU during the tenure and validity of our firm and above registration certificate.

6. That the business dealings has not been banned or suspended by the Ministry of Commerce (MOC), Government of India or any of the PSU under MOC.

7. Further, that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.

SIGNATURE/S PROPRIETOR/PARTNER/DIRECTOR NAME: (Stamp of the Firm) Date :yyyy

Place :

Witness :

#### SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on MMTC e-procurement website <u>URL:- https://mmtc.eproc.in</u> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (<u>www.cca.gov.in</u>) and have to register with e-procurement portal URL:- https://mmtc.eproc.in (a onetime activity) independent of each other as given below.

#### Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- https://mmtc.eproc.in In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

#### Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to URL:- https://mmtc.eproc.in and follow the directions. In this regard please go to "help desk: https://mmtc.eproc.in and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: <u>pankaj.verma@c1indi.com</u> and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer – email id <u>nimesh.bhardwaj@c1india.com</u>, mobile phone +91-093105-27400 OR Mr. Mukesh Kumar, <u>mukesh.kumar@c1india.com</u>, 9560833122.

Earnest Money in physical form should reach us on or before closing date and time of tender.

# Annexure-V

# Mandatory Information of Bidder

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

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

Name

Designation