



2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmadabad 380014, India
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Email:mmtcahm@mmtclimited.com
CIN : L51909DL1963GOI004033/PAN No. AAACM1433E

TENDER FOR DISPOSAL OF PP BAGS

TENDER NO.MMTC/AHD/PPBAGS/2018-19/04 DATED 21.09.2018

Closing At 1400 Hrs (IST) on 28.09.2018

MMTC INVITES OFFERS FOR SALE OF EMPTY PP BAGS

- A) 22,700 BAGS (+/- 10%) APPROX. AT CWC MUNDRA
- B) 12,000 BAGS (+/- 10%) APPROX. AT CWC GANDHIDHAM
- C) 500 (+/- 10%) APPROX. CUT AND TORN BAGS AT CWC GANDHIDHAM

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:

www.mmtclimited.com

&

<https://eprocure.gov.in>

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



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The duly signed and sealed physical bid on bidder's Letter-Head should be submitted in sealed envelope Superscribed with "Tender for disposal of PP Bags" and addressed to :

Additional General Manager,
2, Nagindas Chambers,
Usmanpura, Ashram Road,
Ahmedabad – 380014

The physical bids of tender shall be **opened at 14:30 Hrs. IST** on **28.09.2018** at MMTC, Regional office Ahmedabad.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

ADDITIONAL GENERAL MANAGER

GENERAL CONDITIONS:-

- 1. Lot-wise offer will not be accepted. The bidders are required to submit firm offer for the total quantity at any given location.**

ADDITIONAL GENERAL TERMS AND CONDITIONS

TENDER FOR DISPOSAL OF PP BAGS

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Closing At 1400 Hrs (IST) on 28.09.2018

INVITATION FOR BIDS

MMTC Limited, 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmadabad 380014, India invites physical bids for sale of above PP Bags lying at CWC Mundra and CWC Gandhidham(Kandla) . The PP Bags are offered, "**on Ex-Godown and on as is where is basis**".

1. PRODUCT:

- i)
 - a) 22,700 BAGS (+/- 10%) APPROX. AT CWC MUNDRA
 - b) 12,000 BAGS (+/- 10%) APPROX. AT CWC GANDHIDHAM
 - c) 500 (+/- 10%) APPROX. CUT AND TORN BAGS AT CWC GANDHIDHAM

Successful bidder will be required to put either black paint or to print cross marks in red on the printed portion of each and every PP Bag (whole) at CWC warehouse itself, in the presence of MMTC representative, before taking delivery of the bags.

Cut and torn bags at 1 (c) above shall be delivered on 'as is where is' basis.

- ii) Material can be inspected at the above godown(s) with prior intimation after obtaining permission from MMTC. The contact persons is: Mr. Satish Kumar, Chief Manager Mobile no. 9718145169.
- iii) Bid should be for entire quantity at any given location.
- iv) MMTC reserves the right to accept/reject any bid at its sole discretion.

2. PRICE

- All prices are to be quoted in INR (Rupees) Per bag basis.
- Any levy, cess, VAT/GST etc will be borne by successful bidder(s). The buyer shall complete all formalities for transportation of cargo ex-MMTC's warehouse including all statutory requirements.

- Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.
- The loading charges along with any incidental charges pertaining to lifting shall be borne by the successful bidder(s).

3. PAYMENT TERMS:

Successful bidder shall arrange to immediately remit the 100% payment in MMTC's bank account and subsequently arrange immediate lifting of the bags after defacing of the whole bags within prescribed time.

MMTC's Bank details are as under:

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD	10371778358	SBIN0004152

All taxes/cess levied /applicable by any authorities shall be applicable and shall be borne by the successful bidder(s) at actual.

4. DELIVERY TERMS

- Subsequent to remittance of full payment, the successful bidder(s) shall arrange immediate lifting of the bags after defacing of the whole bags within 7 working days of the award of the tender.
- The successful bidder(s) shall arrange suitable capacity trucks depending on the feasibility of convenient movement to and fro the designated godown. The delay on this account shall be purely to the successful bidder(s) account.
- Delivery on to the trucks will be given by CHA of MMTC.
- Buyers are required to pay lifting charges /loading charges and other expenses etc at the time of delivery.
- Cargo shall be considered as delivered when loaded into trucks at the godown(s)
- MMTC shall not be responsible for any delay in lifting of the empty PP Bags beyond specified period due to inaction of the successful bidder(s). All extra expenses like warehouse charges, Insurance charges etc. incurred due to above, as mentioned herein above, shall be borne by the successful bidder(s).

- PP Bags shall be delivered from the godown(s) as specified in the tender document solely at the seller's discretion.
- A surveyor shall be appointed by MMTC Ltd. to monitor and supervise the delivery of goods to the successful bidder(s). The cost of the surveyor, if the goods are lifted within free time will be to MMTC's account and if the lifting is done by the successful bidder(s) beyond the free time, the cost of the Surveyor will be to the account of successful bidder(s) including per man day charges levied by surveyor.
- No segregation/sorting of PP Bags will be permitted while lifting the cargo under any circumstances.
- At the time of actual delivery to successful buyer, there may be a variation in final quantity. The quantity of bags increased (if any) shall be lifted by the buyer by depositing differential cost immediately. In case of shortages , MMTC is not bound to replenish the deficient quantity in which event MMTC shall refund the balance amount.

5. SUBMISSION OF BIDS: As per terms mentioned in NIT

Bid validity upto **05.10.2018** (EOD).

6. DOCUMENTS CONSTITUTING CONTRACT:

The invitation of Bid(s), the terms and conditions of Tender, Bid(s) of the successful bidder(s) and **Letter/email** of acceptance issued by MMTC Ltd. along with amendment, if any, issued prior to issue of letter of acceptance of bid(s) to successful bidder(s) shall constitute the part of contract between MMTC Ltd and the successful bidder(s).

The successful bidder(s) participation in the tender conveys acceptance of all the terms and conditions as specified in tender/LOA.

7. CANCELLATION OF CONTRACT:

If the successful bidder(s) fail to lift the goods within specified Free time allowed for lifting for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract by giving seven days notice and recover the losses, damages and other incidental charges such as interest, insurance, godown rent, surveyor etc., besides resorting to risk sale at the cost and consequence of the successful bidder(s). MMTC will not be liable for any costs, damages and consequences arising out of such cancellation of the contract. Notwithstanding such cancellation of contract, the obligations, duties and responsibilities of the bidder(s) including legal recourse available to MMTC Limited under the contract/tender shall remain in force till the dispute is finally settled.

8. Risk Sale :

In the event of non-payment and/or non lifting of full/part contracted quantity by successful bidder(s) within the prescribed time limit as per Clause 6 & 7). In case the party fails to lift the full quantity even after giving ample opportunities (extensions), MMTC at its sole discretion after giving of seven days notice to the successful bidder(s) will be free to effect sale of the quantity to any third party at the risk cost and consequences of successful bidder(s) without prejudice to its other rights and remedies. In such event the successful bidder(s) shall bear at actuals all consequent losses/damages suffered along with cost incurred by MMTC on storage, interest on blocked capital, insurance, shortage, quality etc. In case the difference is more than the credit balance, if any available, of the successful bidder(s) with MMTC, the successful bidder(s) shall pay the balance amount to MMTC merely on demand.

9. OTHER TERMS:

- P.P. Bags are being offered for sale on Ex-Godown and as is where is basis. Bidder(s) are free to inspect the material with prior intimation to MMTC Ltd. before submitting the bid. Segregation will not be permitted. It will be constituted that bidder(s) have satisfied themselves with quality etc. once they submit their bid(s).
- Letter(s) of acceptance will be issued by Fax or email, hand delivery or Registered post/courier to the successful bidder(s) within the validity of offer.

10. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC Ltd. The provision of Arbitration & Conciliation Act 1996, and amendments thereto shall apply to such arbitration proceedings. The venue of Arbitration will be Ahmedabad

11. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India policy, restriction, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidder(s) from wholly or partially carrying out their 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 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 the termination of the circumstances preventing the performance of contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the experience and duration of such circumstances.

12. FRAUD PREVENTION POLICY:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

13. HOLIDAY LISTING :

Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

Additional General Manager
MMTC Limited
Ahmedabad

Place: Ahmedabad
Date: 21.09.2018