

**MMTC LIMITED**  
**MMTC House, Plot C-22, 'E' Block, Bandra- Kurla Complex, Bandra (E)**  
**Mumbai - 400051**

**TENDER FOR SALE OF UN-UTILISED PP BAGS**

TENDER NO: MMTC/MUM/AGRO/2018-19/02

Dt. 04/10/2018

MMTC Limited, a Government of India Enterprises functioning under the aegis of Ministry of Commerce, is one of the largest trading companies in India. MMTC hereby invites bids for the "Sale of of Unutilized Poly Propylene (PP) Double Stitched bags", Ex-godown and on 'as is where is' basis.

1. **Product**:- POLY PROPYLENE (PP) DOUBLE STITCHED BAGS (WHITE COLOURED) of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling fit for packing of pulses (food grade). Each piece is about 100 - 120 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. Marking as per FSSAI is available on one side of the bags.

2. **Quantity & Location**:-

Sl. No.	Warehouse Name	Number of empty Unutilized PP Bags (Fresh bags in good condition)
1	CWC Wadala	47,358 bags (approx.)
2	Baban Vedekiya Walikar Warehouse, Dahisar Mori	1,45,300 bags (approx.)

3. **Inspection of P.P bags**: The interested bidders may inspect the PP Bags at CWC Wadala and Baban Vedekiya Walikar Warehouse, Dahisar Mori on warehouse working days from Monday to Friday between 10:30 A.M to 5:30 P.M with prior intimation to MMTC Mumbai.

4. **Eligibility / Documents Required from the Bidder**:

For submitting the competitive quotations, broadly, following parameters may be taken into account, which include but are not limited to the following:-

- i) Detailed profile of the bidder's company.
- ii) The bidder is required to submit self attested copies of the following towards KYC:

- a) Bank Account details duly certified by the bankers along with a cancelled cheque.
- b) Annexure I, II of this tender.

**5. EMD:**

- i) The bidder would be required to submit EMD of Rs.10000/- through banker's cheque in favour of MMTC Limited, payable at Mumbai. The EMD of the successful bidder shall be retained till the conclusion of the assignment. EMD of all other unsuccessful bidders shall be refunded. No interest is payable by MMTC on the EMD amount.
- ii) EMD furnished through electronic mode should reflect in to MMTC bank account before 1400 hrs on 16.10.2018
- iii) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the MMTC.
- iv) The tenders without Earnest Money Deposit will be summarily rejected.
- v) Earnest money deposit will be forfeited if the successful tenderer fails to furnish the performance guarantee amount which is 10% of total quoted amount.
- vi) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Performance Guarantee amount.
- vii) Successful bidder will have to deposit Performance Guarantee amount within two working days of written communication by email, letter from MMTC and thereafter LOA will be issued within two working days of receipt of performance guarantee amount.
- viii) Post successful completion of lifting & defacing of PP bags within assigned period, the performance guarantee amount will be refunded by MMTC.
- ix) MMTC Bank Account Details:  
A/C NO:- 230010200004688  
Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai 400 051  
IFSC CODE: UTIB0000230

**6. Job Description:**

- i) Bidder has to quote the price on ex-godown 'as is where is' basis.
- ii) Successful bidder has to arrange for transportation from the warehouse to its factory / workshop.
- iii) All incidental charges i.e transportation, loading, unloading, labour, insurance etc will be borne by the bidder.
- iv) Successful bidder will have to deface the printed matter by putting the black paint on the printed portion of the bags in presence of the MMTC's officials / representative.
- v) Successful bidder must have factory / workshop in Mumbai or Navi Mumbai for deputing MMTC official / representative during the job.
- vi) Successful bidder should complete the job (inclusive of lifting and painting) within 15 days from the date of issuance of LOA.
- vii) Successful bidder should allow MMTC officials / representative in their factory / workshop during the job of painting the bags is done.

## **7. Signing of tender:**

Each and every page of the tender document to be signed and stamped in acceptance of the terms and conditions. Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

(a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.

(b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership contract or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

### **N.B:**

(i) In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

**(iv) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

## **8. Price Bid:**

The price bid should be in INR and is to be filled as per Annexure II

## **9. Time Frame:**

15 (Fifteen) Days for completion of job (including lifting and painting) as mentioned in clause 6 from the date of issuance of LOA. In case of delay in completion of job, MMTC reserves the right to forfeit the EMD and Performance Guarantee amount. Moreover, in case of delay in lifting beyond free days, the buyer will be liable to pay warehouse and other incidental charges on actual basis.

#### **10. General Terms & Conditions:**

- i) The bidder shall have to comply with all terms and conditions of the tenders and submit a signed and stamped copy of the tender document along with the bid as a token of acceptance of all terms & conditions without any deviation.
- ii) The bidder shall be disqualified in case of furnishing incorrect/incomplete information and for not complying with the tender terms & conditions; the price bid of disqualified bidders shall not be opened.
- iii) The bidder should not have been black listed by any government agency/PSU at the time of submission of bids. The bidder shall have to submit an affidavit confirming this along with the bid (As per Annexure-III).
- iv) EMD of the unsuccessful Bidder(s) will be refunded within (7) working days after the finalization of the tender.
- v) MMTC may accept or reject any or all bids at its own discretion without assigning any reason thereof.
- vi) In case the Bidder fails to perform, render, execute, fulfill, carryout, discharge or handle any of their work, services / obligations, responsibility and liabilities under this tender, MMTC shall be entitled to terminate the work order without any notice, any damages / cost arising out for arrangement of alternate source shall be the sole responsibility of the Bidder. Also in case of violation of terms & conditions of the tender, violation of any statutory regulation, local laws, MMTC shall reserve the right to terminate the work order and forfeit the EMD and performance guarantee amount.
- vii) The Bidder shall have to submit contact details of the authorized officials viz.name & address, telephone/mobile no and email id for correspondence.
- viii) MMTC may, at its sole discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
- ix) No damage or claim in respect of quality, quantity will be entertained.
- x) Undertaking (at Annex. IV) on company's letter head pertaining to compliance of tender terms and conditions need to be submitted.

#### **11. Assignment or Sub-letting of contract:**

The bidder shall not subcontract, transfer, assign or otherwise part with the contract.

#### **12. Amendments:**

The bidders are advised to check MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) regularly for any amendments/ clarifications.

#### **13. Submission of Bids & Validity:**

The bidders may download the tender document from our website [www.mmtclimited.com](http://www.mmtclimited.com) and can also obtain a copy of same from the office of Shri. Vijay Kr. Gupta, General Manager, MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-4000501 during office hours on any working day till 1200 hrs on 16.10.2018.

The bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super-scribed as "Techno – Commercial Bid" and other as "Price Bid" as per formats given in Annexure I & I respectively. Both the envelopes should be separately sealed

and super scribed with Tender No. & date, Name & Address of the Bidder. Both envelopes should also be super scribed with the Tender No. & date, Name & address of the Bidder and shall be addressed to Mr. Vijay Kr. Gupta, General Manager, MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-4000501. Offers over phone, fax or email will not be entertained.

A. The envelope super scribed as “ Techno-Commercial Bid” must contain following:

- i) Duly signed and stamped Techno-Commercial Bid as per Annexure “I”.
- ii) Demand Draft / Pay Order of Rs.10000/- towards EMD.
- iii) Signed and stamped copy of tender Document.

B. The “Price Bid” sealed envelope must contain Price Bid showing prices quoted strictly as per the Annexure “II” of tender document. The Price Bid must be duly signed and stamped by the bidder.

**NOTE:** - Conditional offers or offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those Bidders who qualify in the Techno-Commercial Bid shall be opened.

The bids complete in all respects should be submitted in sealed envelope latest by 1400 hrs on 16.10.2018 in the tender box kept at the Reception in MMTC office at aforementioned address. Offers should be submitted in MMTC’s Regional Office, Mumbai only. The techno-commercial bids shall be opened on the same day at MMTC, Mumbai office in the presence of the bidders representative desirous to be present. The time schedule of the tender is as follow:

- Bid Submission Start Time/Date 1500 hrs (IST) on 04.10.2018
- Tender Closing Time/Date 1400 hrs (IST) on 16.10.2018
- Tender Opening Time/Date 1430 hrs (IST) on 16.10.2018

Dates for opening price bids of tenderers who qualify in the Techno Commercial bid will be informed to bidders representative desirous to be present by email.

**14. Bid Validity :-** Bids must remain valid till 20.11.2018 (1730 hrs) The bidder agrees to and shall hold his bid valid from the date of opening of Price bids. However, the bidder agrees to extend the bid for a further period on the existing terms and conditions in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

**15. Indemnity:**

The agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the agency in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances. In case, agency fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the agency is not in a position to fulfill its obligations, MMTC may without being

obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

**16. Arbitration Clause:**

Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, or in relation to the work order, 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 upto 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 of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

**17. Force Majeure Clause:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. If operation of such circumstances exceeds 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. The party which is unable to fulfill its obligations under the present contract, must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract

**18. 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 take any curative measures with the agency(s) in accordance with the policy in force.

**19. Fraud Prevention:**

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(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 <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(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.

(b) The Bidder(s)/Contractor(s)/Buyer(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, 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 Bidder(s)/Contractor(s)/Buyer(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) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in 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), before award or during execution has committed a transgression through a violation of this Clause, above 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) Buyer(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 this Clause, 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.

(ON THE LETTER HEAD OF THE BIDDER)

**ANNEXURE I**

**Techno Commercial Bid**

Tender No: \_\_\_\_\_

Company Name : \_\_\_\_\_

Registered Address : \_\_\_\_\_

Registration Number (Enclose copy) : \_\_\_\_\_

PAN NO (Enclose copy): \_\_\_\_\_

GST No (Enclose copy) : \_\_\_\_\_

Name of Partners / Directors: \_\_\_\_\_

Bidder Type (Foreign/Indian): \_\_\_\_\_

City Name : \_\_\_\_\_

Postal code : \_\_\_\_\_

Company's Establishment Year: \_\_\_\_\_

Company Nature of Business: \_\_\_\_\_

Company's Legal Status: \_\_\_\_\_

Company Category : \_\_\_\_\_

Contact Person Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Tel. No : \_\_\_\_\_

Fax No : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Mobile : \_\_\_\_\_

List of documents to be attach with Bid as above: \_\_\_\_\_

Details of EMD: D.D/P.O. No. \_\_\_\_\_ Dated \_\_\_\_\_ for (Amount in INR) \_\_\_\_\_

RTGS/NEFT details: \_\_\_\_\_

Name of Bank & Branch: \_\_\_\_\_

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature of the bidder & Seal of the Co.: \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_



**ANNEXURE II**

(ON THE LETTER HEAD OF THE BIDDERS)

**PRICE BID**

Tender No: \_\_\_\_\_

Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Amount in Rs. per bag : \_\_\_\_\_ (In figure & words)

COMMODITY		
	Total Nos of bags (approx.)	Amount (Rs.)
PP Bags	1,92,658	.....

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature of the bidder & Seal of the Co.: \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**ANNEXURE III**

**SELF UNDERTAKING ON COMPANY'S LETTER HEAD**

Affidavit of Shri. \_\_\_\_\_ S/o  
aged about \_\_\_\_\_ years R/o  
.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That I am working as \_\_\_\_\_ (Name & address of the bidder)
2. That bidder is submitting a bid in response to invitation of bid for Tender for Sale of Unutilised PP Bags
3. That no order for Blacklisting / Banning of the bidder has been passed for participation in tenders issued by any of the Government / Semi Government companies, which is still in force.
4. That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD / Performance Guarantee.

**Verification:**

Verified at .....on.....2018 that the contents of my above affidavit are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

**ON PARTY'S LETTER HEAD**

**UNDERTAKING FOR COMPLIANCE OF TERMS AND CONDITIONS OF TENDER**  
**MMTC/MUM/AGRO/2018-19/02 Dt. 04/10/2018**

To

GM  
MMTC MUMBAI  
BKC, BANDRA EAST – 400051

Name of Work:-. TENDER NO: MMTC/MUM/AGRO/2018-19/02 Dt. 04/10/2018

With reference to the Notice Inviting Tender, I/We have gone through the tender documents downloaded from MMTC's website or E-procurement website. I/We have also gone through the General Conditions of Tender and noted the contents therein. I/We hereby confirm that I/We shall abide by the Terms and Conditions and General Conditions of the Tender including Form of Tender, Invitation to Tender etc.

I/We hereby declare that, I/We have visited, inspected and examined the PP bags stored across warehouses and satisfied ourselves before submitting this tender and obtained information about the nature of work, facilities that may be required.

We hereby offer to execute the allotted work of lifting and defacing PP bags during the assigned period in conformity with the tender conditions at the respective rates quoted by us. I/We have deposited the Earnest Money Deposit (EMD), which amount is not to bear any interest.

Further, I/we also assure that MMTC official(s) will be allowed free entry/exit into my/our designated factory/warehouse space/premises for conducting the inspection regarding defacing of PP bags.

I/We do hereby agree that the EMD and performance guarantee sum shall be forfeited by MMTC, if the laid down terms and conditions are not complied by me/us.

Signature of the Customer