



2<sup>nd</sup> Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad 380014, India  
Tel: +91 79 40244710/13 Fax: +91 79 27543739 Email: [ssmodh@mmtclimited.com](mailto:ssmodh@mmtclimited.com)  
CIN : L51909DL1963GOI004033

NOTICE INVITING TENDER NO. MMTC/AHD/AGRO/SURVEYOR/16-17/005 DATED 09/09/2016

Sealed bids are invited by MMTC Limited, 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380014, Gujarat, for surveying/inspection of quality and quantity 50,000-1,00,000 approx. ( 50 Kg. each) NEW POLY PROPYLENE DOUBLE STITCHED EMPTY BAGS from reputed and established surveyors.

The last date of submission of tender is at 15:00 hours IST on 16.09.2016.

The complete details of the e-tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and Govt. website at <http://eprocure.gov.in>

GENERAL MANAGER



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MMTC Limited, 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380014, Gujarat invites bids for surveying/inspection of quality and quantity 50,000-1,00,000 approx. (50 Kg. each) NEW POLY PROPYLENE DOUBLE STITCHED EMPTY BAGS from reputed and established surveyors.

MMTC has placed an order for manufacturing and purchase of 50,000-1,00,000 PP Bags on Kalol, Distt. Gandhinagar, Gujarat based manufacturer and to be delivered by them at the final receiving points Nhava Sheva(Mumbai)/Kandla(Gandhidham)/Mundra port. Therefore, a Surveyor/inspection agency is to be engaged to check quality & quantity of bags when the manufacturer is ready to dispatch the material at manufacturing point and at final destination.

<b>1. SCOPE OF WORK:-</b> Supervision and inspection of Poly Propylene Double stitched empty bags at the manufacturing unit and final receiving point, under the purview of following guidelines/outlines.	
(a) Description	50kg. (each) <b>POLY PROPYLENE DOUBLE STITCHED bags</b> fit for packing of pulses (food grade) The bags should be New POLY PROPYLENE DOUBLE STITCHED bags of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling.
(b) Printing.	a) Following markings on the bags as per FSSAI standard should be complied:- <ul style="list-style-type: none"> <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> </ul> (Above Information may be provided at the time of awarding order to successful bidder)
© Weight/specific ation/ Quality	Each piece should be 100 Gms 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 Skill Weave, Single colour printing on one side. Bags found to be not conforming to the above specifications shall be liable to reject and not to be allowed for dispatch. If any bags, inadvertently, dispatch and reach to receiving point will not be accepted in any case. The rejected stocks shall be replaced by the manufacturer at his risk and cost. In case of any dispute, MMTC's decision shall be full & final.
(d) Quantity	50,000-1,00,000 bags + 2% (50 Kg. Each) POLY PROPYLENE DOUBLE STITCHED to be manufactured at and dispatched from Kalol near

	Ahmedabad. And final delivery to designated warehouse/s and at/or around <b>Nhava Sheva, Mumbai/Kandla/Gandhidham &amp; Mundra port.</b>															
(e) Dispatch	Supply to be completed within 20 days of placement of order.															
2. EMD	Bidder should deposit Non interest bearing EMD of Rs. 5,000/- (Five Thousands) in the form of Demand Draft/Pay Order in favour of "MMTC LIMITED, AHMEDABAD" alongwith tender. Bidders may also deposit EMD through RTGS. MMTC's bankers details are as below:															
	<table border="1"> <thead> <tr> <th>BANK NAME</th> <th>ACCOUNT NO</th> <th>RTGS CODE</th> </tr> </thead> <tbody> <tr> <td>STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD</td> <td>10371778358</td> <td>SBIN0004152</td> </tr> <tr> <td>STATE BANK OF HYDERABAD, AHMEDABAD</td> <td>52051130364</td> <td>SBHY0020673</td> </tr> <tr> <td>HDFC BANK, AHMEDABAD</td> <td>00060310000116</td> <td>HDFC0000006</td> </tr> <tr> <td>AXIS BANK LTD, LAW GARDEN , AHMEDABAD</td> <td>003010200020147</td> <td>UTIB0000003</td> </tr> </tbody> </table>	BANK NAME	ACCOUNT NO	RTGS CODE	STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD	10371778358	SBIN0004152	STATE BANK OF HYDERABAD, AHMEDABAD	52051130364	SBHY0020673	HDFC BANK, AHMEDABAD	00060310000116	HDFC0000006	AXIS BANK LTD, LAW GARDEN , AHMEDABAD	003010200020147	UTIB0000003
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3. Security Deposit	EMD submitted shall be converted into security deposit in account of successful bidder. Such security deposit will be refunded on account settlement and satisfactory completion of assigned job.															
4. Payment	Payment will be released, to the bidder on receipt bills/certificates and after satisfactory completion of entire job on both the ends.															
5. Validity	Bidder should keep their offer/bid valid upto 10 days from the date of opening of tender.															
6. Pre-Inspection	MMTC has the right to pre-inspect the bags at the production of points of successful bidder to ensure that the bages manufactured are in conformity with the specifications prescribed.															
7. Transit Insurance	The bags dispatched shall be covered under the transit insurance upto the delivery at the destinations. MMTC will not be responsible for any loss or damage during transit. It is sole responsibility of the supplier/manufacturer to prefer claims with the the Insurance Company for settlement of cost towards loss/damages occurred, if any, in transit.															
8. Force Majeure	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: <ul style="list-style-type: none"> <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> <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>															
9. 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 Ahmedabad, the award made in pursuance thereof shall be binding to the parties.
10. Clause Fraud Prevention	<p><b>(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s):</b> The 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 <a href="http://www.mmtclimited.com">www.mmtclimited.com</a> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 <b>Clause 10(1)</b> 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.</p> <p>(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to <b>Clause 10(2)</b>, MMTC shall be entitled to demand and recover from the</p>

	Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
11. CANCELLATION 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 the requisite EMD/Documents.
2. Every page of the tender documents 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 bidders without, assigning any reason, at the lowest approved rate.
4. MMTC also reserves the right to vary the quantity of bags to be inspected
5. The person or persons signing the tender shall state the capacity in which he/she/they/is/are signing the tender documents and duly empowered or authorised to do so, an authorization letter should also be enclosed.
6. 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 MMTC OR any other PSU/any other reputed organization in the past, such Bid shall not be entertained. An undertaking as per **Annexure-II** is required to be enclosed at the time of bid.
7. The following documents have to be submitted alongwith the tender
  - 1) Certification of registration
  - 2) CST/VAT tax registration
  - 3) Income returns and audited balance sheets for the last three financial years.
  - 4) Proof of satisfactory performance of similar type of jobs, if done, to be enclosed, during previous 2 years.

Bids to be addressed to General Manager, MMTC Limited, 2, Nagindas Chambers, Usmanpura, Aharam Road, Ahmedabad-380014, Gujarat and put in the tender box kept at the premises on the said address superscribing **"Tender No: MMTC/AHD/AGRO/SURVEYOR/16-17/005 DATED 09/09/2016"- Appointment of Surveyor/Inspection Agency.**

GENERAL MANAGER

Place: Ahmedabad

Date: 09.09.2016



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## ANNEXURE-I

### PRICE BID

**Tender No: MMTC/AHD/AGRO/SURVEYOR/16-17/005 DATED 09/09/2016**

### PRICE BID

#### **PRICE BID for quality & quantity inspection of POLY PROPYLENE double stitched bags.**

(100 Gms 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 Skill Weave, Single colour printing on one side)

Sr.No.	Description	Rates quoted (Rs/unit price) for			
		Kalol near Ahmedabad	Nava Sheva, Mumbai	Kandla/Gandhidham	Mundra
1	Price inclusive of all taxes,				

**Annexure-II**

(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. \_\_\_\_\_ dated \_\_\_\_\_ valid upto \_\_\_\_\_ and also registered with Custom and received one time registration certificate No.\_\_\_\_\_ 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 :