



**MMTC LIMITED :: REGIONAL OFFICE**  
**CHENNAI HOUSE, 6, ESPLANADE, CHENNAI – 600 108.**

EPABX : 044-25340831 ; FAX : 044-25340317

CIN : L51909DL1963GOI004033/PAN No. AAACM1433E

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

TENDER NO.MMTC/CHN/PP-BAGS/2018-19/01 DATED 14.03.2019

**Closing At 1500 Hrs (IST) on 25.03.2019**

MMTC INVITES OFFERS FOR SALE OF UN-UTILIZED EMPTY PP BAGS

**32,200 BAGS (+/- 10%) APPROX. AT CWC CHROMPET**

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

[www.mmtclimited.com](http://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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**TENDER NO.MMTC/CHN/PP-BAGS/2018-19/01 DATED 14.03.2019**  
**Closing At 1500 Hrs (IST) on 25.03.2019**

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

General Manager,  
"Chennai House"  
No.6, Esplanade,  
Chennai-600 108

The physical bids of tender shall be **opened at 16.00 Hrs. IST on 25.03.2019** at MMTC, Regional office Chennai.

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

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 SALE OF UN-UTILISED EMPTY PP BAGS**  
TENDER NO.MMTC/CHN/PP-BAGS/2018-19/01 DATED 14.03.2019  
**Closing At 1500 Hrs (IST) on 25.03.2019**

**INVITATION FOR BIDS**

MMTC Limited, Chennai House,6, Esplanade, Chennai-600 108, India invites physical bids for sale of above PP Bags lying at CWC Chrompet . The PP Bags are offered, "**on Ex-Godown and on as is where is basis**".

**1. PRODUCT:**

**(i) 32,200 BAGS (+/- 10%) APPROX. AT CWC CHROMPET**

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.

ii) Material can be inspected at the above godown(s) with prior intimation after obtaining permission from MMTC. The contact persons are:

(a) Shri.P.Chelladurai, Deputy General Manager, Contact : 94440025901

(b) Shri.J.Karl Marx, Senior Manager, Contact : 8712278365

iii) Bid should be for entire quantity.

iv) MMTC reserves the right to accept/reject any bid at its sole discretion.

**2. ELIGIBILITY / DOCUMENTS REQUIRED FROM THE BIDDER:**

For submitting the competitive quotations, the 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.

**3. EMD:**

(i) The bidder would be required to submit EMD of **Rs.20,000/- (Rupees twenty thousand only)** through banker's cheque in favour of MMTC Limited, payable at Chennai. 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 1500 hrs on 25.03.2019.
- iv) 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.
- v) The tenders without Earnest Money Deposit will be summarily rejected.
- v) Post successful completion of lifting & defacing of PP bags within assigned period, the EMD amount will be refunded by MMTC.
- (vi) All prices are to be quoted in INR (Rupees) Per bag basis.
- (vii) 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.
- (viii) Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.
- (ix) The loading charges along with any incidental charges pertaining to lifting shall be borne by the successful bidder(s).

#### **4. PAYMENT TERMS:**

Successful bidder shall arrange to immediately remit 100% payment within two working days in MMTC's bank account from the date of award of tender by MMTC and subsequently arrange for immediate lifting of the bags after defacing the whole bags within 7 (seven) working days from the date of LOA (Letter of Award).

MMTC's Bank details are as under:

**State Bank of India,  
CAG Branch,  
IFSC Code SBIN0009999,  
A/c No.31188667865**

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

#### **5. PRICE:**

- (i) All prices are to be quoted in INR (Rupees) Per bag basis.
- (ii) Any levy, cess, GST etc will be borne by successful bidder(s). The buyer shall complete all formalities for transportation of empty PP bags ex-MMTC's warehouse including all statutory requirements. Quality & Quantity at the time of delivery ex-MMTC's warehouse will be final.
- (iii) The loading charges along with any incidental charges pertaining to lifting shall be borne by the successful bidder(s).

#### **6. DELIVERY TERMS:**

- (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) Subsequent to remittance of full payment, the successful bidder(s) shall arrange immediate lifting of the bags after defacing/putting the black paint on the printed portion of the whole bags within 7 working days of the award of the tender
- (iv) The successful bidder(s) shall arrange suitable capacity trucks depending on the feasibility of convenient movement to and fro from the designated godown. The delay on this account shall be purely to the successful bidder(s) account.

- (v) Delivery will be given by CHA/surveyor/representatives of MMTC.
- (vi) Buyers are required to pay lifting charges /loading charges and other expenses etc at the time of delivery.
- (vii) Cargo shall be considered as delivered when loaded into trucks at the godown(s).
- (viii) 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).
- (ix) PP Bags shall be delivered from the godown as specified in the tender document solely at the seller's discretion. Successful bidder should complete the job (inclusive of lifting and painting) within 7 days from the date of issuance of order.
- (x) 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.
- (xi) No segregation/sorting of PP Bags will be permitted while lifting the cargo under any circumstances.
- (xii) 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 the number of bags lesser than the tender quantity, MMTC is not bound to replenish the deficient quantity in which event, MMTC shall refund the balance amount for the short quantity of empty bags delivered.

## **7. SIGNING OF TENDER:**

Each and every page of the tender document is to be signed and stamped in acceptance of the terms and conditions.

- (i) The tender shall be signed by a duly authorized person or persons who shall state the capacity under which he/they/is/are signing the Tender with the full name and address.
- (ii) The authorized person signing the tender shall produce satisfactory evidence of such authorization.
- (iii) **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. TIME FRAME:**

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

## **9. GENERAL TERMS AND 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.
- (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.

#### **10.ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

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

#### **11. AMENDMENTS:**

The bidders are advised to check MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) & <https://eprocure.gov.in> regularly for any amendments/ clarifications.

#### **12.SUBMISSION OF BIDS AND VALIDITY:**

The bidders may download the tender document from our website [www.mmtclimited.com](http://www.mmtclimited.com) & <https://eprocure.gov.in> and can also obtain a copy of same from our office situated at MMTC Limited, "Chennai House" , No.6, Esplanade, Chennai-600 108 during office hours on any working day till 1200 hrs on 25.03.2019.

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 The General Manager, MMTC Limited, "Chennai House" , No.6, Esplanade, Chennai-600 108. 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 15.00 hrs on 25.03.2019 in the tender box kept at the Reception in MMTC office at aforementioned address. Offers should be submitted in MMTC's Regional Office, Chennai only. The techno-commercial bids shall be opened on the same day at MMTC, Chennai office in the presence of the bidder's representative desirous to be present.

**13. BID VALIDITY:**

Bids must remain valid till 28.03.2019 (1530 hrs) The validity of the bid may be extended for a further period on mutual consent.

**14. 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.

**15. 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 Chennai and the governing law shall be Indian Law.

**16. FORCE MAJEURE:**

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

## **17. 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.

## **18. FRAUD PREVENTION POLICY:**

### **(1) Commitments of the Bidder(s)/ Contractor(S)/ Buyers(s) / Vendor(s):**

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 [www.mmtclimited.com](http://www.mmtclimited.com) 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 in 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 this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Security Deposit/EMD.

**(ON THE LETTER HEAD OF THE BIDDER)**

**ANNEXURE I**

**Techno Commercial Bid**

TenderNo: \_\_\_\_\_

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 : \_\_\_\_\_

**(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)

<b>COMMODITY</b>	<b>TOTAL NO. OF BAGS (APPROX)</b>	<b>AMOUNT (Rs.)</b>
PP BAGS	32,200	-----

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

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

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

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

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

**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 un-utilised 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.....2019 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/CHN/PP-BAGS/2018-19/01 DATED 14.03.2019**

To  
The General Manager  
MMTC LIMITED,  
Chennai House, No.6,  
Esplanade,  
Chennai-600 108

Name of Work:- **TENDER NO: MMTC/CHN/PP-BAGS/2018-19/01 DATED  
14.03.2019**

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 access any time for conducting the inspection regarding defacing of PP bags.

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

Signature of the Customer