



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

**CIN L51909DL1963GOI004033**

***E.TENDER FOR SUPPLY OF PP BAGS***

**E.TENDER NO. MMTC/AGRO/PP BAGS/2016-17/2 Dated: 12.08.2016**

**Closing At 1130 Hrs (IST) on 22.08.2016**

***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://www.mmtclimited.gov.in)**

**&**

**<http://eprocure.gov.in>**



Core-1, Scope Complex, 7, Institutional Area,  
Lodhi Road, New Delhi: 110 003.

PAN NO.AAACM1433E

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**Tender for Supply of PP Bags**

**TENDER NO. MMTC/AGRO/PP BAGS/2016-17/2 Dated: 12.08.2016**

**Closing At 1500 Hrs (IST) on 22.08.2016**

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	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 ( <b>WHITE COLOURED</b> ) 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:- <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> <b>(Details will be furnished to successful bidder).</b>
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 to be deposited in <b>separate Envelope</b> superscribed as "Technical Bid". Technical bid of only those bidders who have furnished EMD will be opened.
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 furnished in <b>separate envelope</b> superscribed (PRICE BID) ANNEXURE II. The price bids of those bidders who have submitted EMD of Rs 5 Lakhs through

		DD/Pay Order or RTGS and qualified in Technical bid will be opened.									
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	Should the Bidder Vendor fail to fulfil 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: <ul style="list-style-type: none"> <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	Bidder should deposit Non interest bearing EMD of Rs. 5,00,000/- (Five Lakhs) in the form of Demand Draft/Pay Order in favour of "MMTC LIMITED, New Delhi" alongwith tender. Bidders may also deposit EMD through RTGS. MMTC's bankers details are as below: <table border="1" data-bbox="406 772 1348 963"> <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, NEW DELHI</td> <td>10813608375</td> <td>SBIN0009996</td> </tr> <tr> <td>STATE BANK OF HYDERABAD, SCOPE COMPLEX Delhi</td> <td>52142903753</td> <td>SBHY0020511</td> </tr> </tbody> </table> <p><b>ALL MSME UNITS RECOGNISED BY GOVERNMENT OF INDIA ARE EXEMPTED FOR SUBMISSION OF EMD. MSME SEEKING EXEMPTION HAVE TO FURNISH DOCUMENTARY PROOF FOR THE SAME</b></p>	BANK NAME	ACCOUNT NO	RTGS CODE	STATE BANK OF INDIA, CAG BRANCH, NEW DELHI	10813608375	SBIN0009996	STATE BANK OF HYDERABAD, SCOPE COMPLEX Delhi	52142903753	SBHY0020511
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STATE BANK OF INDIA, CAG BRANCH, NEW DELHI	10813608375	SBIN0009996									
STATE BANK OF HYDERABAD, SCOPE COMPLEX Delhi	52142903753	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 successful completion of order and after due performance of contract.									
10	Payment	90% payment of invoice value will be released, to the supplier for the quantity supplied, subject to :- <ul style="list-style-type: none"> <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>									
11	Validity	Bidder should keep their offer/bid valid upto 30 days from the date of opening of tender.									
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 Insurance	The bags dispatched should 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 to prefer claims with the Insurance Company for settlement of cost towards loss/damages occurred if any in transit.									
14	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									

		<p>the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:</p> <ol style="list-style-type: none"> <li>Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;</li> <li>Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;</li> <li>Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection“ Strikes and lock outs.</li> <li>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> </ol>
15	Arbitration	<p>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 pursuance thereof shall be binding to the parties.</p>
16	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)vendors, before award or during execution has committed a transgression through a violation of Clause 16(1) or “Fraud</p>

		<p>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 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.</p>
17	CANCELLATION OF CONTRACT	<p>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.</p>

**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 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 submitted alongwith the tender
  - 1) Documentary proof of MSME Unit
  - 2) Valid Certification of registration with appropriate authorities- Directorate of Factories for running a factory.
  - 3) Bags Manufacturing Licence valid up to date.
  - 4) PAN/CST/VAT tax registration
  - 5) Copy of Production capacity (declaration self attested)
  - 6) Income Tax returns and audited balance sheets for the last three financial years.
  - 7) Proof of satisfactory performance of supply of bags in similar quantities to reputed Govt/PSU and other companies during previous 2 years.
  - 8) Proof of minimum average annual turnover of Rs One(1) crores (each year) during last three financial years
10. Bids to be addressed to Deputy General Manager, MMTC Limited, Core 1 Scope Complex 7 Lodi Road New Delhi 110003 and placed in the Tender Box kept at 3rd Floor at this address superscribing **“Tender No. MMTC/AGRO/PP BAGS/2016-17/2 FOR SUPPLY OF PP BAGS LATEST BY 1130 HRS(IST) ON 22.08.2016.**

DEPUTY GENERAL MANAGER

**TECHNICAL BID**

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

Sub : Tender No. MMTC/AGRO/PP BAGS/2016-17/2 Dated: 12.08.2016 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/Fax No., 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 Bidder\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

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

**PRICE BID****Tender No: MMT/AGRO/PP BAGS/2016-17/2**

Dated 12.08.2016

**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 quoted (Rs/unit price) 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** \_\_\_\_\_**Date** \_\_\_\_\_**Seal of Company** \_\_\_\_\_



(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 :

Place :

Witness :