



NIT NO. MMTC/KOL/SCRAP PP BAGS/SALE/2018-19/03 dated 22.11.2018

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender for **sale of SCRAP POLY PROPYLENE DOUBLE STITCHED Bags "As is where as basis with no compliant basis"** on the terms and conditions as below :

Filled-up signed bids and tenders should be submitted in sealed envelop super-scribed with the 'TENDER FOR SALE OF SCRAP POLY PROPYLENE DOUBLE STITCHED Bags AT KOLKATA, Tender No. & date, Name and address of the bidder and shall be addressed to "**GENERAL MANAGER (AGRO), MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**". The bidder(s) are required to submit their sealed tender on or before **13.12.2018 by 15:00 Hrs.** The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. **Product:** SCRAP POLY PROPYLENE DOUBLE STITCHED Bags

2. Description: For Fresh Bags in good condition

POLY PROPYLENE 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.

Before taking delivery of PP Bags from the godown, Successful bidder shall arrange for scraping/damaging/defacing with colour of un-utilized PP bags at their own cost under prior intimation to MMTC-Kolkata.

Scraping/damaging/defacing with colour of un-utilized PP bags shall be organized in the CWC godowns in the presence of MMTC representatives.

3. **Quantity:** 12647 bags (+/- 10%)

SI No.	Warehouse Name	No. of empty un-utilized PP bags (Fresh Bags in good condition)	No. of Empty bags (Cut & Torn)
1	CWC- Panchpara	5303	450



2	CWC- Uluberia	3200	325
3	CWC- Panihati	1490	129
4	CWC-Bonhooghly	1750	0
	Total	11743	904

4. Inspection of P.P bags: The interested bidders may inspect the PP Bags at CWC- Panchpara, CWC -Uluberia, CWC -Panihati & CWC-Bonhooghly godown from Monday to Friday between 10:30 A.M to 5:30 P.M

5. Delivery: Ex CWC- Godown

- a) Before taking delivery of PP Bags from the godown, Successful bidder shall arrange for scraping/damaging/defacing with black colour of un-utilized PP bags at their own cost under prior intimation to MMTC-Kolkata. Scraping of un-utilized PP bags shall be organized in the CWC godowns in the presence of MMTC representatives.
- b) Lifting time-15 warehouse working days from the date of issuance of Delivery order.
- c) Transportation shall be borne by the successful bidder.
- d) The successful bidder shall arrange labours and pay Lifting charges/Loading charges/labour related charges and other expenses.
- e) **SCRAP POLY PROPYLENE DOUBLE STITCHED bags** shall be delivered "as is where is basis with no compliant basis"
- f) Counting of PP Bags shall be undertaken at the time of delivery in the presence of authorized representative of MMTC and authorized representative of buyer at CWC Warehouse which is final for all purposes. Delivery Challan shall be issued by MMTC accordingly.

6. Validity: Bids must remain valid till 13/02/2019.

7. Mode of Sale/Delivery: -Ex- Godown (CWC-Panchpara, CWC -Uluberia, CWC -Panihati & CWC-Bonhooghly godown)

8. PRICE: Price to be quoted in Rupees per bag excluding all duties and taxes as per Bid Format at **Annexure I**. All taxes and duties are on the account of buyer as applicable and will be charged over and above the price quoted.

9. Payment Terms : MMTC shall issue sale intimation letter to the successful bidder. The successful bidder shall make advance payment within 3 working days from the issuance of sale intimation letter.

10. Title and Risk – MMTC shall retain title and ownership of the material until issuance of D.O upon receipt of the final amount including interest, if any, from the party.



11. Award of Contract – MMTC shall award the contract to the successful bidder (H1). Letter of Intent (LOI) shall be issued to the successful bidder detailing the terms of conditions.

12. MODE OF SUBMISSION OF TENDER:

The bids(s) shall submit offer in one sealed envelope containing the followings:

1. Signed and stamped tender documents.
2. PAN card.
3. GST registration certificate if any.
4. The price bid for SALE of SCRAP POLY PROPYLENE DOUBLE STITCHED Bags duly filled in format as at ANNEXURE I

Incomplete offer shall be rejected and/or offers received after the closing time and date shall not be accepted.

13. DUE DATES:

Last date for submission of Bids : 13/12/2018, 15:00 Hrs IST
Opening of Technical Bid : 13/12/2018, 15:30 Hrs IST

Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

14. GENERAL CONDITIONS

- Bidders have to bid for the full quantity for all the godowns.
- MMTC shall confirm the acceptance of price to the highest bidder (H1) but reserves the right to cancel the bids at any stage.
- In the event of non execution or non lifting of the scrap PP Bags by the successful bidder. MMTC reserves the right to sell the material to H2 bidder and so on.
- A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods to the successful bidders.
- MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes. Announcements during the tender by facts including announcement of any additional conditions or correction in the tender including quantity are binding on the bidder.
- MMTC reserves the right to accept or reject any or all tenders or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted.

15. Cancellation of Contract – If the successful bidder(s) fail to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to cancel the contract and recover the damages. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

16. FRAUD PREVENTION POLICY: The buyer 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 they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealments 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.

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 dealing or take any curative measures with the agency(s) in accordance with the policy in force.

18.FORCE MAJEURE

Should any of the force majeure circumstances namely act of god, national calamity, fire, government of India policy, restrictions, strikes or lock outs by workmen, war, military operations of any nature and blockades preventing MMTC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than fifteen days(15days) either party shall have the right to refuse 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 termination of the circumstances preventing the performance of the contract. A certificate issued by the respective chambers of commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

19. 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 of the Indian Council of Arbitration and governed by Arbitration and conciliation Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata. The award made in pursuance thereof shall be binding to the parties.

General Manager (Agro)



(Price Bid should be filled up in the letter head of Bidder)

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ANNEXURE -I (PRICE BID FOR SALE of SCRAP POLY PROPYLENE DOUBLE STITCHED Bags)

1. Name of the Bidder:
2. Address:
3. PAN No.:
4. GST No.:
5. Contact Person:
6. Tel No.:
7. Fax No:
8. E-mail Address:

SI No	MODE OF SALE/DELIVERY	Quantity (Number of Bags +/- 10%)	Bid Quantity	Price offered per Bag in Indian rupees (excluding taxes)	Bid Value (Price offered per bag * Bid Quantity) (excluding taxes)
1	Ex-Godown	12647 bags	12647 bags		
	Total				
	Applicable GST			%

2. Any other charges.

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

Date:

Signature of the Proprietor/bidder

Place:

With Stamp & Seal of the Firm