



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
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PAN NO.AAACM1433E
CIN L51909DL1963GOI004033

TENDER FOR SUPPLY OF PP BAGS

TENDER NO. MMTC/AGRO/PP BAGS/2016-17/05 Dated: 16.11.2016

Closing At 1500 Hrs (IST) on 25.11.2016

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://eprocure.gov.in>



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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 (Desi Chick Peas) at Vizag and Kandla Ports during December' 2016 & January' 2017. Sealed bids are invited by MMTC Limited for supply of 10,50,000 (+/- 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) POLY PROPYLENE DOUBLE STITCHED bags fit for packing of pulses (food grade) The bags should be New 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. Following markings on the bags as per FSSAI standard should be complied:- <ul style="list-style-type: none"> • FSSAI Logo: • FSSAI Licence number: 10014011001604 • Product name: • Weight: • Country of Origin: • Packing date: • Importer's name & Address: • Packer's name & Address: (Details will be furnished to successful bidder).
2.	Weight/ Specification / Quality	Each bag should not be less than 100 Grams 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 and/or Mesh 10 X 10, Denier 0900, Anti Skid Weave, Single colour printing on one side. Denier of PP bags should not be less than 0900. Bags found to be not conforming to the specifications shall be rejected and 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	10,50,000 bags (+/- 5 % at Buyer's option) POLY PROPYLENE DOUBLE STITCHED (50 Kg. Each) to be despatched to designated warehouses located near Vizag and Kandla ports. The approx. quantity required for Vizag port warehouse is 4,20,000 units and for Kandla port warehouse is 6,30,000 units. 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 separate Envelope superscribed as "Technical Bid". Technical bid of only those bidders who have furnished EMD will be opened at 1515 Hrs. IST on 25.11.2016.									
5	Price	Unit price is inclusive of all taxes, Octroi, Insurance and packing and FOR destination delivery at designated warehouses at Vizag and Kandla Ports. Price bid is to be furnished in separate envelope superscribed (PRICE BID) ANNEXURE-II. The price bids of MSME Units and those bidders who have submitted EMD of Rs 5.0 Lakhs through DD/Pay Order/ RTGS and all qualified in Technical bid shall be opened. The Price Bid will be opened only after evaluation of Technical Bid.									
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 2nd week of December' 2016 at Vizag destination and 2 nd Week of January' 2017 at Kandla 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"> • 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. • To cancel the contract or portion thereof, and obtain the goods from any other source at the risk and cost of the vendor. • To treat the default of breach of contract forfeiting EMD or Security Deposit or both. 									
8	EMD	Bidder should deposit Noninterest bearing EMD of Rs. 5,00,000/- (Rupees 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="435 1339 1353 1525"> <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>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.</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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9	Security Deposit	The successful bidder (including MSME unit) will deposit 5% of the value of the PO/LOI within Seven(7) days of receipt of the LOI in shape of DD/Pay Order, RTGS or Bank Guarantee (Format as Per Annexure-IV). 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"> • receipt of bills/ copy of delivery challans duly acknowledging clean receipt of 									

		<p>bags at the designated godowns at/or around Vizag, Kandla port to MMTC's nominated handling agent.</p> <ul style="list-style-type: none"> • Receipt of Quality and quantity certificate issued by an independent surveyor appointed by MMTC at its cost. • 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.
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 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	<p>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:</p> <ol style="list-style-type: none"> Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone; Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes; Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection" Strikes and lock outs. 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.
15	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 New Delhi, the award made in pursuance thereof shall be binding to the parties.
16	Clause Fraud Prevention	<p><u>(1) Commitments of the Bidder(s)/ Contractor(S)/ Buyers(s) / Vendor(s):</u> 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 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</p>

		<p>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 in 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 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 Security Deposit 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. Every page of the tender documents including specifications should be signed and stamped.

2. 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.
3. MMTC also reserves the right to vary the quantity finally ordered of the requirement indicated in the tender documents.
4. 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.
5. 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
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-III** is required to be enclosed at the time of bid.
7. Bidder should be able to produce solvency certificate for minimum amount of Rs. Twenty Five(25) Lakhs from his authorized bank.
8. The following documents have to be submitted alongwith the tender
 - a. Documentary proof of MSME Unit
 - b. Valid Certification of registration with appropriate authorities- Directorate of Factories for running a factory.
 - c. Bags Manufacturing Licence valid up to date.
 - d. PAN/CST/VAT tax registration
 - e. Copy of Production capacity (declaration self attested)
 - f. Income Tax returns and audited balance sheets for the last three financial years.
 - g. Proof of satisfactory performance of supply of bags in similar quantities to reputed Govt/PSU and other companies during previous 2 years.
 - h. Proof of minimum average annual turnover of Rs One(1) crores (each year) during last three financial years.
9. **MMTC reserves the right to evaluate the bids for Vizag and Kandla separately and place order accordingly. MMTC also reserves the right to evaluate bids as per Mesh size.** The total quantity of PP Bags required in tender is 4,20,000 units at Vizag Port destination and 6,30,000 units at Kandla port destination.
10. The bidder should have manufacturing capacity to supply the tendered quantity within specified delivery schedule.
11. 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/2016-17/05 FOR SUPPLY OF PP BAGS LATEST BY 1500 HRS(IST) ON 25.11.2016.**"

DEPUTY GENERAL MANAGER

ANNEXURE I**TECHNICAL BID**

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

Sub : Tender No. MMTC/AGRO/PP BAGS/2016-17/05 Dated: 16.11.2016 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 (Vizag/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_____

ANNEXURE-II**PRICE BID****Tender No: MMTC/AGRO/PP BAGS/2016-17/05**

Dated 16.11.2016

PRICE BID**PRICE BID FOR supplying of Poly PROPYLENE double stitched bags.**

(Minimum 100 Grams 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 and/or Mesh 10x10, Denier 0900, Anti Skid Weave, Single colour printing on one side. **Denier of PP bag should not be less than 0900**)

Sr.No.	Description	Rates quoted in Indian Rupees					
		VIZAG			KANDLA		
		Quantity (units)	price		Quantity (units)	price	
			Mesh 10X10	Mesh 12X12		Mesh 10X10	Mesh 12X12
1	Price per PP bag inclusive of all taxes, Octroi, Insurance and packing and FOR destination delivery of PP bags at the designated port warehouses	1 Unit			1 Unit		
4,20,000 Units				6,30,000 Units			

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 _____

Annexure-III

(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 :

“Annexure IV”

Performance Guarantee Format

(To be executed by any Schedule Bank in India on Stamp paper of Rs 100/-)

M/s. MMTC Limited

1. Against Contract No./LOI _____ Dated _____ entered into between MMTC Limited (hereinafter called the Buyer) and M/s _____ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we _____ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of Rs. _____ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of Rs. _____ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.

2. It is fully understood that this guarantee is effective for the period upto **28th February 2017** and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

3. We, _____ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, _____ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

4. We _____ Bank further agree that the guarantee herein contained shall not be effected by any change in the constitution of the said Seller/Buyer.

5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in New Delhi, India.

This Guarantee will be valid for invocation in India upto **28th February, 2017, (Midnight)**.

FOR _____ BANK
ACCEPTED