



NIT NO. MMTC/KOL/ST / DEAD STOCK/2020-21/16 dated 15/10/2020

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, **NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the MMTC)** invites Sealed Tender for **sale of used items(Weighing Machines/Scales and weights etc as per Annexure -I) on "As is where as basis with no compliant basis"** on the terms and conditions as below :

Filled-up signed bids and Tender documents should be submitted in sealed envelope super-scribed with words the 'TENDER FOR SALE OF USED ITEMS (**Weighing Machines/Scales and weights etc as per Annexure -I**) at Kolkata, Tender No. MMTC/KOL/ST / Dead Stock /2020-21/16 dated 15.10.2020 and Name and address of the bidder and shall be addressed to "**DY. GENERAL MANAGER (Law) / P & A** , CAMP OFFICE **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 **22.10.2020 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 and Description of the used items : Various used items: **Weighing Machines/Scales and weights etc (Details as at Annexure -I).**

2. Inspection of Items: The interested bidders may inspect the items – available at following address :

**CWC Import Export Godown,
43, Circular Garden Reach Road, Kolkata**

For inspection ,interested bidders may contact Shri U.E.Rao, Dy. General Manager (Law)/ P&A Camp Office ,MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE,KOLKATA-700 001 on or before 21.10.2020 (Email;- uer@mmtclimited.com, Mobile No.: 9000154924)

3. Delivery: Ex – location as mentioned at serial no 2 above

- Before taking delivery of items from the location as per Serial no 2 above, successful bidder shall arrange for scraping/packing at their own cost under prior intimation to MMTC-Kolkata.
- Lifting time- 07 (seven) days (including holidays) from the date of issuance of Letter of Acceptance (LOA).
- Lifting from the premises, Loading and Transportation shall be borne by the successful bidder.
- The successful bidder shall arrange labours and pay Lifting charges/Loading charges/labour related charges and other expenses directly.
- Bidder shall be responsible for employing suitable labour/ workmen/tools at the site as per the prevailing labour laws of India and MMTC shall not be responsible for any claims



arising due to any mishappening/accident of workmen deployed by the bidder.

- All Items shall be delivered on "as is where is basis with no compliant basis"
- Delivery Challan shall be issued by MMTC accordingly.

4. Validity: Bids must remain valid for 30 days from the date of opening of price bid.

5. Mode of Sale/Delivery: –Ex- MMTC's office at CWC Import Export godown, Kolkata as per address mentioned at serial no 2 Above on "**As is where as basis with no compliant basis**".

6. PRICE: Price to be quoted in Rupees excluding all duties and taxes as per Bid Format at **Annexure II**. All taxes and duties are on the account of buyer as applicable and will be charged over and above the price quoted. GST @ 18 % (Eighteen Percent only) will be applicable.

7. EMD: The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, payable at Kolkata or transfer online to **MMTC Account No. 1152020000137 ,Bank of Baroda ,IFS Code BARBOINTCAL**. The EMD of unsuccessful bidder shall be refunded after 15(Fifteen) working days from the date of Sale Order issued to successful bidder. No interest on EMD amount is applicable. For successful bidder, EMD amount shall be kept as Security Deposit and shall be refunded on completion of lifting of the entire materials as per tender terms and conditions. No interest on security deposit is applicable. If successful bidder fails to lift materials as per the tender terms and conditions the Security deposit shall be forfeited by MMTC.

8. Payment Terms: MMTC shall issue letter of Acceptance (LOA) to the successful bidder. The successful bidder shall make 100% advance payment within 03 (three) calendar days from the issuance of Letter of Acceptance (LOA).

9. 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.

10. Award of Contract – MMTC shall award the contract to the successful bidder (H1). Letter of Acceptance (LOA) shall be issued to the successful bidder detailing the terms of conditions.

11. 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 as per Annexure-II.
5. Bids shall be submitted in the Tender Box at following address:



**DY. GENERAL MANAGER (Law)/ P & A),
MMTC LIMITED.
NIC BUILDING (4TH FLOOR).
8 INDIA EXCHANGE PLACE.
KOLKATA-700 001.**

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

12. DUE DATES:

Last date for submission of Bids : 22/10/2020, 15:00 Hrs IST
Opening of Bid : 22/10/2020, 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.

13. GENERAL CONDITIONS

- Bidders have to bid for the all the items as per list.
- MMTC shall confirm the acceptance of price to the highest bidder (H1) but reserves the right to cancel the bids at any stage. The highest bidder shall make payment to MMTC within 03 (three) calendar days from the date of issuance of Letter of Acceptance (LOA).
- In the event of non execution or non lifting of entire quantity 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 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.

14. 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.

15. FRAUD PREVENTION POLICY:

Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :The Bidder(s) / Contractor(s) / Buyer(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.mmctlimited.gov.in during their participation in the tender



process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(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.

(b) The Bidder(s)/Contractor(s)/Buyer(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, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(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) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in 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), before award or during execution has committed a transgression through a violation of this Clause, above 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) Buyer(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.

16. 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.



17 FORCE MAJEURE

1. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
2. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
3. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
4. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

18.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.

19.DISCLAIMER :

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

20. INDEMNITY :

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

Dy. General Manager(Law/P&A)



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

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ANNEXURE –II (PRICE BID FOR SALE OF USED ITEMS)

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:**

Sl No	Mode of Sale/Delivery	Items	Price quoted in Rupees (excluding taxes)
1	Ex- MMTC Office at CWC Import Export Godown, Kolkata	All Items as per ANNEXURE - I	Rs..... (Rupees.....)
2	Applicable GST	18%	Rs..... (Rupees.....)

TOTAL (1+2): Rs.....(Rupees.....)

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:
Proprietor/bidder

Signature of the

Place:
Firm

With Stamp & Seal of the



Annexure-I

NIT NO. MMTC/KOL/ST / DEAD STOCK /2020-21/16 dated 15/10/2020

List of items at MMTC Office, CWC Import Export Godown, Kolkata:

SI No	Item	Location	No
1	Avery Scale	CWC Godown	02
2	Beam Scale	CWC Godown	04
3	Weight (Various Denomination)	CWC Godown	806.50Kg
4	Drum Stand	CWC Godown	02
