



NIT NO. MMTC/KOL/USED ITEM /SALE/2020-21/03 dated 01/09/2020

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, **NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner)** invites Sealed Tender for **sale of used items( Air Conditioner Machine ) on "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 envelope super-scribed with the 'TENDER FOR SALE OF USED ITEMS (**Air Conditioner Machine**) AT Kolkata, Tender No. & date, Name and address of the bidder and shall be addressed to "**DY. GENERAL MANAGER (Law and P & A) , CAMP OFFICE MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE,KOLKATA-700 001**".The bidder(s) are required to submit their sealed tender on or before **21.09.2020 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:** Various used items:

2.**Description of used item: Details are given at Annexure-I**



**4. Inspection of ` Items:** The interested bidders may inspect the items – available at following Address.

- A.** Assaying & Hallmarking Centre, Manikanchan Buliding, Block CN, Plot No.1 Sector –V, Salt Lake,Kolkata-700091
- B.** Akash Deep Building, 4th Floor, Room No-06, 5, Lower Rawdon Street ,Kolkata-700020
- C.** 7B ,Allenby Road, Kolkata, Room No.21,22,23,31,32,33 & 42
- D.** CWC Import Export Godown, 43 Circular Garden Reach Road, Kolkata
- E.** Camp Office ,Kolkata

For inspection ,may contact to Shri U.E.Rao, Dy. General Manager ( Law and P&A) Camp Office ,MMTC LIMITED, NIC BUILDING (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE,KOLKATA-700 001 within 15 days from the date of this Tender( Email;- [uer@mmtclimited.com](mailto:uer@mmtclimited.com), Mobile No.: 9000154924)

**5. Delivery: Ex – Above address mentioned at point no 4.**

- a) Before taking delivery of items from our delivery place as per point no 4, Successful bidder shall arrange for scraping/packing at their own cost under prior intimation to MMTC-Kolkata.
- b) Lifting time- Three days from the date of issuance of Latter of Intimation( LOI).
- c) Loading and 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) All Items shall be delivered on “as is where is basis with no compliant basis”
- f) Delivery Challan shall be issued by MMTC accordingly.

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

**7. Mode of Sale/Delivery:** –Ex- MMTC Office/Camp Office, as per address mentioned at point no 4.

**8. PRICE:** Price to be quoted in Rupees per item 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.

**9. EMD:** The Earnest Money Deposit (EMD) of Rs.50,000/- (Fifty Thousand only) in the form of Demand Draft / Banker’s Cheque favoring MMTC Limited, payable at Kolkata or transfer online to MMTC Account No. 11520200000137 ,Bank of Baroda ,IFS Code BARB0INTCAL. The unsuccessful bidder shall be refunded their EMD after 7 working days from the date of Sale Order issued to successful bidder. No interest on EMD amount is applicable.

**10. Payment Terms:** MMTC shall issue sale intimation letter to the successful bidder. The



successful bidder shall make advance payment within two working days from the issuance of sale intimation letter.

**11. 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.

**12. 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.

### **13. 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 USED ITEMS as per Annexure-II.
5. Bids shall submit at following address.

**DY. GENERAL MANAGER (Law and P & A),  
MMTC LIMITED.  
NIC BUILDING (4<sup>TH</sup> 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.

### **14. DUE DATES:**

Last date for submission of Bids : 21/09/2020, 15:00 Hrs IST  
Opening of Technical Bid : 21/09/2020, 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.

### **15. 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 be made payment to MMTC within two (2) days from the date 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 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.

**16. 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.

**17. 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.

#### **18. 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.

#### **19. 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 (15 days) either party shall have the right to refuse to 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.

#### **20. 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.

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**Dy. General Manager**



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

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**ANNEXURE –II (PRICE BID FOR SALE 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:

SI No	MODE OF SALE/DELIVERY	ITEM	Quantity	Price offered per Item in Indian rupees (excluding taxes)	Bid Value ( Price offered per bag * Bid Quantity)  (excluding taxes)
1	Camp Office ,kolkata				
	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**



### Annexure-I

SI No	Item	Location	No
1	Air Conditioner (Window type)	Camp Office ,kolkata	10
2	Air Conditioner ( Split)	Camp Office ,kolkata	6
3	Air Conditioner ( Ceiling Mounted)	Camp Office ,kolkata	10