



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003  
(INDIA) Phone No. +91 11 24362200, 24366305, 24360527, Fax +91 11 24364587

No.MMTC/Estate/SO/2019-20

Date 09/10/2020

### **TENDER NOTICE FOR DISPOSAL OF UNSERVICEABLE MATERIAL.**

Sealed tenders in a two bid system (Technical Bid and Financial Bid separately) from registered bidders having good standing, are invited for disposal of unserviceable material as per the list. The bids shall be opened on 28/10/2020 at 11.30 hours.

Name of Work	:	Disposal of unserviceable material on “as is where basis”.
Earnest Money	:	Rs.1,000/-
Time of disposal of material from site	:	One month from the date of issue or order.
Last date of Receipt of Tender	:	27/10/2020 at 15.00 hrs
Date of Opening of Tender	:	28/10/2020 at 11.30 hrs

1. The technical bid (Part – 1) should include the following details :
  - a. Name of the firm
  - b. Name of the proprietor/partners
  - c. Business address of the firm
  - d. Copy of PAN Number
  - e. Copy of GST Number or proof of having applied for registration under GST.
  - f. In case the party is registered with Ministry of MSME/its authorized agencies, it is required to submit registration certificate and store details in addition to above.
  - g. The earnest money deposit of Rs. 1,000/- (Rs. One thousand only) through a demand draft / pay order in favour of MMTC Limited payable at New Delhi
2. The rates quoted in the Financial Bid should be both in words and figures in prescribed format (Part – 2) only, exclusive of taxes.

The tender documents containing the Terms & Conditions, list of material can be downloaded from MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in). The bid complete in all respects to be submitted as per terms and conditions contained in the tender document in two **envelopes (Technical and Financial bid separately)** bearing the name and address of the bidders.

Both the envelopes to be put inside another envelope, which should be sealed and super scribed **“TENDER FOR DISPOSAL OF UNSERVICEABLE MATERIAL”** should be dropped in Tender Box kept in Estate Division, 2<sup>nd</sup> Floor, Scope Complex, Lodhi Road, New Delhi latest by 3.00 pm on 27<sup>th</sup> October, 2020.

( S.K Dutta)  
Chief Manager (E)

## **TERMS & CONDITIONS**

1. The material shall be removed from MMTC Housing Colony, New Delhi
2. To acquaint themselves about the material, the bidders are requested to meet Sh. Rajendra Venturi, Manager (Township) at the above mentioned address from Monday to Friday from 9.30 a.m. to 5.30 p.m. (Telephone No.26967412).
3. The successful bidder shall be required to follow all the labour laws, minimum wages act and other provisions for labour welfare applicable from time to time. Nothing extra shall be paid for the same.
4. The successful bidder shall clear the site after removing material in all respect to the entire satisfaction of the Manager (Township.).
5. All the unserviceable material shall be removed outside the premises of colony by the contractor/bidder. Nothing extra shall be paid on this account.
6. The work shall be executed in close cooperation with the Manager (Township).
7. The work shall be executed without any loss/damage to MMTC properties.
8. The contractor shall be fully responsible for safety of his workers and in case any accident / mishap, the entire responsibility will be on the contractor.

### 9. **TERMS OF PAYMENT**

- i) A copy of PAN and GST Number has to be submitted alongwith the tender documents.
- ii) The contractor shall have to deposit an EMD of Rs. 1,000/- in the form of Pay Order / Demand Draft in favour of MMTC Limited payable at New Delhi on any nationalized Bank with technical bid. The bid shall not be opened unless EMD of required amount as mentioned above is enclosed.
  - No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
  - The tenders without Earnest Money Deposit will be summarily rejected.
  - EMD of unsuccessful bidder will be returned within a reasonable period without interest.
  - No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
- iii) The successful bidder / contractor shall be to deposit the balance amount after adjustment of EMD of Rs.1,000/- through DD/Bank Transfer in favour of MMTC

Limited within three days from the date of acceptance of bid, failing which the EMD already deposited will be forfeited.

- iv) The applicable GST will be charged as per the rules on the unserviceable material, applicable at the time of the auction of the material.
  - v) The contractor shall be allowed to take out the material only after making the payment in full (as at (iii) above).
10. All the material to be disposed of can be inspected at site before submitting the bid.
  11. The contractor shall arrange for safety provisions as per ISI recommendations, CPWD Code and instructions issued from time to time.
  12. The contractor shall indemnify MMTC against the claim for compensation arising out of negligence.
  13. The validity of the bid will be 30 days from the date of opening of the tender.
  14. The material shall be disposed of on "AS IS WHERE IS BASIS" in one single lot.
  15. The list of material is enclosed with the tender which is to be considered for submission of bid.
  16. The tender should be submitted in the office of Estate Division on or before 27/10/2020 upto 1500 hours and will be opened on 28/10/2020 at 1130 hours in the presence of the tenderer, whoever wishes to be present.
  17. MMTC reserves the right to accept or reject the offer without assigning any reason thereof.
  18. The successful bidder will have to remove all the material within 10 days of deposit of balance amount as indicated in Sl. No. 9(iii). Staking/disposal of any material within the par free of 1 KM from MMTC Colony, New Delhi will not be allowed. In case the material is not removed within the above said period of 10 days, it will attract liquidated damage @ Rs.2,000/- per day.
  19. Under Public Procurement Policy for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME.
  20. Governing Law:  
  
This agreement/contract shall be governed in accordance with the laws of India. Any dispute arising out this tender shall be subject to the jurisdiction of Courts in Delhi.

21. Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Agreement/contract.

During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents.

If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk/charges/penalty etc which may occasioned by non-performing any statutory rules, regulation or law in force.

22. FRAUD PREVENTION POLICY:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment 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.

23. Relationship between the Parties:

Nothing in the Agreement constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Agreement.

MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the Agreement.

24. No Assignment:

The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.

25. Force Majeure

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds three months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

26. Arbitration

Any Dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this tender, the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council Of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof and each Party shall bear their own cost. The Venue of Arbitration shall be at New Delhi. The decision of the Arbitrator so appointed shall be binding on the Parties.

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

\*\*\*\*\*

**PART – 1**

**TECHNICAL BID**

- 1) Tenderer Name:
- 2) Name of the Partner / Proprietor :
- 3) Tenderer Address with Telephone, Fax and E-mail:
- 4) PAN of the tenderer (Attach copy):
- 5) Registration No. of the tenderer (GST No.)  
(Attach copy)
- 6) EMD Details: DD / Pay Order No: \_\_\_\_\_, Dated: \_\_\_\_\_, Amount Rs.1,000/-.

Signature:.....

Name:.....

Seal:.....

**DATED:.....**

**PART - 2**

**FINANCIAL BID**

**SUB : Disposal of Unserviceable Material**

<b>Description of Items</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
Disposal of Unserviceable material (as per list enclosed)	01	Lot		
Total :				

Amount in Words: \_\_\_\_\_

The rates should be excluding applicable taxes.



<b>(CIVIL)</b>		
	ITEM	QTY.
1	C P TRAP 32" MM	55
2	CHAIN PLUG 32 MM	9
3	CHAIN PLUG 40 MM	11
4	CLAMP 15 MM DIA	10
5	CLAIMP OR GOIL PIPE 75MM	4
6	HOLDER CLAMP MS	17
7	ROLLER COR CUP BOARD	33
8	CATCHER DOOR WINDOW	41
9	WOODEN SEREKI 25 X 5 mm,25x5 3/5"	17
10	S S DOOR HANDLE 8/4"	1
<b>(SANITARY)</b>		
1	BEND GI 32MM	2
2	BACK NUT GI 15MM	1
3	CUPLING FOR FLUSH PIPE 1x4", 1/1/2"	8
4	ELBOW 100 MM 4" PVC	2
5	ELBOW 32 MM PVC	4
6	FEMAIL LANDING WALL 80 MM (FIRE)	14
7	FIRE HDRANT PLATE	15
8	BRASS FOOT BALL	2
9	GATE WALL (GM) 65 MM /4"	5
10	GATE WALL 32MM(GM)	3
11	HANDLE OF CHAIN FOR CISTON	37
12	GI PIPE 80 MM	20
13	RRL FIRE HOSE PIPE(FIRE)	4
14	SOCKET 1/1/2"	7
15	SOCKET 1/1/4"	4
16	GI TEE 1"	3
17	GI TEE 1/1/2"	5
18	GI TEE 1/1/4"	18
19	GI TEE 4" 100 MM	1
20	REDUCING TEE 2/1/2", 1/1/4"	8
21	REDUCING TEE 2/1/2"X3/4"	7
22	REDUCING TEE 40x40x20 MM	2

23	FARULE 1/4" 1/2"	11
24	REDUCING ELBOW 1/4"	7
25	GI TEE 65MM	4
26	GI TEE 40MM	1
27	ELBOW 65MM	9
28	ELBOW 40MM	8
<b>(ELECTRICAL)</b>		
1	AVCATION GLASS	1
2	BALL BEARING 6200	10
3	BALL BEARING S-8	6
4	BALL BEARING 6202	24
5	BALL BEARING 6203	10
6	WOODEN BOARD 10x12, 9x18	6
7	CANOPY FAN	6
8	CONDENSER/CAPACITOR 8MFD	2
9	DISTRIBUTION BOARD 4 WAY 15AMP	1
10	DISTRIBUTION BOARD 2 WAY 15AMP	9
11	DISTRIBUTION BOARD 6 WAY	1
12	EARTH LEAKAGE	1
13	FUSE CARNCR GRIP 15 AMP SET	36
14	FUSE GRIP 15 AMP	217
15	HALOGEN HOLDER	12
16	JALI FOR BUCK HEAD FITTING	12
17	COVER FOR 7" CELLING FITTING PLASTIC	3
18	MCB 5 AMP OLD TYPE	13
19	MCB 15 AMP OLD TYPE	5
20	MCB 20 AMP OLD TYPE	1
21	MCB 30 AMP OLD TYPE	4
22	MCB 6 AMP MONTEL NEW TYPE	7
23	RELAY FOR FRIDGE	1
24	SWITCH FUSE 30/32 AMP SPN	3
25	SWITCH FUSE UNIT 16 AMP	22
26	SWITCH TUMBLER 15 AMP T T	46
27	SOCKET TUMBLER 15 AMP T T	61
28	SOCKET 5 AMP T T	54
29	STAARTER HOLDER TUBE LIGHT	26
30	PLASTIC SHADE FOR GATE LIGHT	3
31	TEE 2/3 WAY	12
32	THERMOSTATE GYSER	12
33	SWITCH DP 32 AMP	3