

**MMTC LIMITED, REGIONAL OFFICE, NO.6, ESPLANADE, CHENNAI HOUSE, CHENNAI-600108.**

Phone No. 044-25340831/ 044-25341934, FAX NO.25340317

No.MMTC/CHN/ADMN/Used Items sale 01/21-22

Dated:29.07.2021

**TENDER FOR SALE OF USED ITEMS**  
**(OFFICE FURNITURE & OTHER**  
**MISCELLANEOUS ITEMS)**

MMTC Limited, A Government of India Enterprise invites Sealed bids from Individuals & Firms in Chennai intending to purchase used office items on “As is where is basis and no complaint basis” on the terms and conditions given below:

Duly Filled signed bids should be submitted in sealed envelope super-scribed “**TENDER FOR SALE OF USED ITEMS**” dated **29.07.2021** and shall be addressed to “**ADDITIONAL GENERAL MANAGER , MMTC LIMITED, No.6, Esplanade, Chennai House, Chennai -108.** The bidder(s) are required to submit their sealed bids on or before **19.8.21 by 15:00 Hrs.** The Authorized Representatives of the bidders may witness the tender opening process, if desired so.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

1. **Product:** Various used office furniture items and other miscellaneous items. Details are given at Annexure-I
2. **Inspection of Items :** Interested parties can inspect the items on any working day (**Monday to Friday**) from 29.7.2021 to 18.8.2021 between 10:30 AM and 5 PM and they will have to contact Shri.D.Santhanam, Chief Manager, MMTC Limited, No.6, Esplanade, 2<sup>nd</sup> floor, Chennai House, Chennai - 108. (Email : [dsanthanam@mmtclimited.com](mailto:dsanthanam@mmtclimited.com), Mobile No.9677233598). **Cost on account of handling and shifting of the items / transportation etc., will be to the account of the bidder.**
3. **Delivery: Ex – Chennai office.**
  - a) LOA (Letter of Acceptance) will be issued by MMTC to the successful bidder. Before taking delivery of items from our Chennai office, Successful bidder shall arrange for handling & shifting the items at their own cost under prior intimation to MMTC.
  - b) **Payment shall be made by the bidder for the allotted items within 2 days of receipt of LOA.**
  - c) Lifting time - **Three working days from the date of issuance of Letter of Acceptance (LOA).**
  - d) Handling, Loading and Transportation shall be borne by the successful bidder.
  - e) All Items shall be delivered on “As is where is basis and no complaint basis”
  - f) Delivery Challan shall be issued by MMTC as per the allotment.
4. **Validity: Bids must remain valid for 21 days from the date of opening of price bid.**
5. **Mode of Sale/Delivery:** –Ex- MMTC Office, No.6, Esplanade, 2<sup>nd</sup> floor, Chennai House, Chennai - 600 108

**EMD: Earnest Money Deposit (EMD)** of **Rs.10,000/-** has to be enclosed along with the bid. The EMD shall be in the form of **Demand Draft** favoring **“MMTC LIMITED” payable at Chennai**. The EMD of all unsuccessful bidders shall be returned back to them within 7 working days after the bids are opened. 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.

6. **PRICE:** Price to be quoted in Rupees as per Bid Format at **Annexure II**. All taxes and duties are on the account of buyer as applicable.

7. **Payment Terms :** MMTC shall issue Letter of Acceptance (LOA) to the successful bidder. The successful bidder shall make 100% payment within two (2) working days from the date of issuance of Letter of Acceptance (LOA) and shall lift the allotted items within 3 days from date of LOA.

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

9. **Award of Contract** – MMTC shall award the contract to the highest successful bidder (H1). Letter of Acceptance (LOA) shall be issued to the successful bidder detailing the terms of the tender.

#### 10. **MODE OF SUBMISSION OF TENDER:**

The bidder (s) shall submit offer in the Tender Box in one sealed envelope containing the following:

1. Signed and stamped tender documents.
2. Copy of PAN Card.
3. Copy of GST registration certificate if any.
4. The price bid for SALE of USED ITEMS as per Annexure-II.
5. Bids should be submitted at the following address.

**ADDITIONAL GENERAL MANAGER ,  
MMTC LIMITED,  
NO.6, ESPLANADE, CHENNAI  
HOUSE, CHENNAI – 600 108**

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

#### 11. **DUE DATES:**

**Last date for submission of Bids : 19.8.2021, 15:00 Hrs (IST)**

**Opening of Bids: 19.8.2021, 15:30 Hrs(IST)**

Any bidder willing to participate in the tender opening process, may be present on the day of opening of bids.

## 12. 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 two (2) working days from the date of letter of acceptance (LOA) and shall lift the allotted items within 3 days from the date of 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 the successful bidder cannot make any claim.
- 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.
- The successful bidder shall make 100% payment within two (2) working days from the date of issuance of Letter of Acceptance (LOA) and take delivery within 3 days from the date of LOA.

13. **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 in addition to forfeiture of EMD and payment made. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

## 14. 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.mmtclimited.gov.in](http://www.mmtclimited.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.

#### **15. 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.

#### **16. 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.

#### **17. 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 Chennai. The award made in pursuance thereof shall be binding on the parties.

**18.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 bonafide.

**19.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.

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**(ADDITIONAL GENERAL MANAGER )**  
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**Annexure-I – LIST OF USED OFFICE ITEMS****Tender No. MMTC/CHN/ADMN/Used Items sale 01/21-22 dated 29/7/2021**

<b>Name of Item</b>	<b>Qty (nos)</b>
Steel Table Single Drawer	03
Steel Table (without drawer)	01
Steel Table Double Drawer	34
Wooden Table	02
Wooden Teepoy	05
Wooden Teepoy (with glass)	01
Executive Table	11
Computer Table	05
Steel Cushion chair	12
Steel Cushion chair (Executive)	02
Steel Cushion chair (Rolling type)	15
Executive Rolling cushion chair	01
Steel Cushion chair (Without arm)	05
Plastic chair (orange) (LOT -4 NOS)	04
Wire chair	04
Wire Chair (without arm)	05
Wire chair (Rolling type)	05
Steel Cushion Stool	03
Wooden Stool	08
Amirah Big (No Rack)	06
Steel Amirah Big	04
Wooden Amirah Big	01
Steel Amirah Small	30
Wooden partition	01
Steel Amirah with see through glass	01
Steel locker - pigeon hole -12 storey	05
Steel locker - 2 storey	03
Steel pigeon hole locker - 8 storey	01
Steel pigeon hole locker - 4 storey	01
PLASTIC STOOL (SQUARE) -LOT	04
PLASTIC STOOL (ROUND) - LOT	02
Wooden Teepoy (Small)	02
Wooden Vault Stand	01
3 Seater Cushion sofa	02
Stand Fan (Broken)	02
Long Bench (Canteen)	10
Canteen Table (Small)	02
Canteen Table (Big)	02
Samsung Fridge	01
Wet Grinder	01
Steel trolley (2 Racks)	01
Steel Rack - 3 Shelf	01
Canteen Utensils (Plates, spoons, trays, Kadai etc.,)	Approximately 750 items
Gas Stove Burner with stand	05
Gas Stove Burner (Long size)	02
Notice Board	01
Electronic Weighing Machine – Model No. DS 415 of Essae Teraoka (Maximum Capacity – 1500 kg)	01
Weighment Buds	50 buds (Approximately)

**\* The above items are offered on “As is where is and no complaint basis” – Keys for tables, almirahs, pigeon hole lockers etc., will be given wherever available.**

**ANNEXURE – II**

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

**Tender No. MMTC/CHN/ADMN/Used Items sale 01/21-22 dated 29/7/2021**

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

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

SI No	Place of delivery / Sale Venue	Items		Amount (Rs)
1	MMTC Ltd, No.6, Esplanade, Chennai House, Chennai - 108	All Items as per ANNEXURE - I	Price quoted excluding GST	Rs..... ( Rupees ..... )
2	Applicable GST			Rs..... ..... (Rupees.....)

**TOTAL INCLUDING GST (1+2):Rs.....(Rupees in words .....  
.....)**

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**