



NIT NO. MMTC/KOL/ST/MKSEZ/2020-21/17

dated 01.12.2020

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, 7 B Allenby Road, Flat No. 31,32 and 33, Kolkata -700020 (**herein after called the MMTC**) invites Sealed Tender from reputed organization (Herein after called the Agency) for Sale of wooden Chamber / Partition made with wood/Glass and glass fitting alongwith dismantling of the same.

Filled-up signed bids and tenders should be submitted in sealed envelope in super-scribed with the 'TENDER FOR SALE & DISMANTLING OF OFFICE CHAMBER AT MKSEZ, Tender No. **NIT NO. MMTC/KOL/ST/MKSEZ/2020-21/17 dated 01.12.2020**, Name and address of the bidder and shall be addressed to " **DY. GENERAL MANAGER (Law)/P&A , CAMP OFFICE, MMTC LIMITED, 7 B ALLENBY ROAD , FLAT NO.: 31,32 & 33 ,KOLKATA-700 020**".The bidder(s) are required to submit their sealed tender on or before **08.12.2020 by 15:00 Hrs.** The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

- 1. Scope of The work: Sale of wooden Chamber / Partition made with wood/Glass and glass fitting along with dismantling of the same.**
- 2. Inspection: The interested bidders may inspect the items for dismantling and sale as at serial No.: 1 above at following Address.**

Assaying & Hallmarking Centre,
Manikanchan Buliding, Block CN,
Plot No.1 Sector -V,
Salt Lake, Kolkata-700091

For inspection ,interested bidder may contact to Shri U.E.Rao, Dy. General Manager (Law and P&A), Camp office, 7 B Allenby Road , Flat no.: 31,32 & 33 ,Kolkata-700 020 by 06.12.2020 (Email;- uer@mmtclimited.com, Mobile No.: 9000154924)

3.Delivery:

- Before taking delivery of items from the location as indicated at serial no.2 above , Successful bidder shall arrange for scraping/packing at their own cost under prior intimation to MMTC-Kolkata.
- Lifting time- Three days from the date of issuance of Latter of Acceptance (LOA).
- Dismantaling,Packing,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.
- 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 15 days from the date of opening of price bid.

5. Mode of Sale/Delivery: –Ex- MMTC Camp Office/Ex-location, as per address mentioned above

6. PRICE: Price to be quoted in Rupees for above work excluding all duties and taxes as per Bid Format at **Annexure**. All taxes and duties are on the account of buyer as applicable and will be charged over and above the price quoted.

7. EMD: The Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees Twenty Thousand only) in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, Calcutta 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 Work 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 delivery of the entire materials as per tender terms and conditions. No interest on security deposit is applicable. If successful bidder fails to deliver 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 advance payment within two working days from the issuance of sale intimation letter.

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 and 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. Copy of PAN card.
3. Copy of GST registration certificate if any.
4. The price bid for work of dismantling and carry out wooden Chamber / wooden Partition as per Annexure-I.
5. Bids shall submit at following address.

**DY. GENERAL MANAGER (Law)/P&A ,
CAMP OFFICE, MMTC LIMITED,
7 B ALLENBY ROAD,
FLAT NO.: 31, 32 & 33,
KOLKATA-700 020.**



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 : 08/12/2020, 15:00 Hrs IST
Opening of Bids : 08/12/2020, 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.
- 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.
- 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.
- b) All wood and glass fitting to be dismantled for Sale from Manikanchan Special Economic Zone, Salt Lake, Kolkata.
- d) During the process of dismantling utmost care should be exercised to prevent any damage to the Wall, Floor and Ceiling at MMTC's premises and also Manikanchan Building .
- g) Agency shall arrange themselves for loading and unloading of cargo at loading and unloading locations.
- i) Agency shall arrange labour for dismantling the wooden partition/Wooden Chamber from MMTC,s Premises .
- C) Agency shall make own arrangement of truck for carry out the wooden partition/Wooden Chamber/Glass Chamber from MMTC, s Premises.

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: 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.

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

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 contact shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than fifteen days(15days) either party shall have the right to refuse 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.

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.

Dy. General Manager



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

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ANNEXURE – (PRICE BID)

- 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	Bid Value/ Price offered (excluding taxes)
1	Manikanchan Buliding, Sector -V, Salt ake, Kolkata-700091	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, inspected the premises 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
