



MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051  
Telephone: 022-61214631/4617/4551  
Website: [www.mmtclimited.com](http://www.mmtclimited.com)

Regd. Office: Core 1, SCOPE COMPLEX; 7, Institutional Area; Lodi Road; New Delhi  
Pin - 100 003. INDIA

**TENDER FOR SALE OF PALLETS AT JNPT ON AS IS WHERE IS BASIS.**

**Tender No. MMTC/MUM/SALE/PALLETS/2019-20/01      Dated: 27<sup>TH</sup> February, 2020**

MMTC Limited, A Govt. of India Enterprise invites bids for sale of WOODEN PALLETS available at various locations on 'AS IS WHERE IS' basis. The bidder(s) can download the tender document from our website [www.mmtclimited.com](http://www.mmtclimited.com) or <https://eprocure.gov.in> and can also obtain a copy of the same from Additional General Manager, MMTC Mumbai office at the above mentioned address during office hours on any working day till **1430 HRS IST on 3<sup>rd</sup> March 2020.**

1. **PRODUCT** – WOODEN PALLETS
2. **QUALITY** - As is where is basis.
3. **QUANTITY** – Total available quantity at all locations as per **Annexure A.**
4. **COUNTING** –To be done by Independent Surveyor appointed by MMTC.
5. **MODE OF DELIVERY:** – 'AS IS WHERE IS BASIS' as per various locations mentioned at **Annexure A.**
6. **PRICE BIDS:** Price to be quoted in Indian Rupees per PALLET excluding all duties and taxes as per Bid Format at **Annexure B** on 'AS IS WHERE IS' basis. Price bids can be sent either vide email to be marked to [mmtcmumbai@mmtclimited.com](mailto:mmtcmumbai@mmtclimited.com) OR through physical bids, which can be dropped in Tender Box located at Ground Floor, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra East – 400051.
7. **INSPECTION:** Bidder(s) can inspect the PALLETS at locations as mentioned in **Annexure A** by contacting MMTC office at 022-61214631/4617/4551 and/or following officials at JNPT in advance.
  1. Sh. S. B. Mathpal (General Manager): 95617 90084
  2. Sh. Sanjay Ramraje (Chief Manger): 99300 76352

**Tender No. MMTC/MUM/SALE/PALLETS/2019-20/01      Dated: 27<sup>TH</sup> February, 2020**

8. **DUE DATE:** Last date and time for receiving bids THROUGH EMAIL or THROUGH PHYSICAL BIDS IS **03-March-2020** by **14:30 HRS IST**.
9. **EMAIL ID:-** Emails shall be marked only to the following email id and shall be sent to [mmtcmumbai@mmtclimited.com](mailto:mmtcmumbai@mmtclimited.com) on or before **03-March-2020 before 14:30 HRS IST**
10. **VALIDITY:** **Bids must remain valid till 06-March-2020 – 1730 HRS IST.**
11. **EMD:-** Bidder(s) are required to deposit Rs. 10,000/- as EMD in MMTC's Axis Bank A/c (Axis Bank Limited, BKC Branch, Bandra, Mumbai, Current Account No : -**230010200004688**, IFSC Code : - UTIB0000230) alongwith the bid & copy of the confirmation of deposit to be submitted alongwith the Price Bid as per **Annexure B**. The EMD amount should reflect in MMTC's bank account before the tender closing time i.e. **14.30 HRS** on **03-March-2020**. EMD of unsuccessful bidder(s) shall be returned without interest within 7 working days of issuance of LOI to the successful bidder(s).
12. **PAYMENT TERMS:** Successful bidder(s) will be required to deposit balance amount within 2 (two) working days of the issuance of LOI positively. In case of non-submission of balance payment, EMD deposit shall be forfeited by MMTC subject to provision contained in Clause 17 below.
13. **ADDITIONAL CHARGES:** All the charges related to the lifting/delivery of the Pallets are to be borne by the successful bidder(s).
14. **LIFTING AND PENALTY-** Successful bidder(s) is/are required to lift the Pallets within 5 days of the issue of LOI, failing which amount deposited by the party will be forfeited.
15. **TITLE–** MMTC shall retain title and ownership of the material until final payment has been received in full by MMTC & delivery of materials given to the successful bidder(s). No claim whatsoever will be entertained after delivery of the Pallets to the successful bidder(s).
16. **AWARD OF TENDER/PERFORMANCE –** MMTC shall confirm the acceptance of price to the highest bidder(s) (H1) but reserves the right to cancel the bids at any stage without assigning any reason thereof. Successful bidder(s) to execute the tender within 5 working days from the date of MMTC's confirmation. In the event of non execution or non lifting of the Pallets by the successful bidder(s), MMTC reserves the right to forfeit the amount deposited. A Surveyor / Agent may be appointed by MMTC at its discretion will monitor and supervise the delivery of the Pallets to the successful bidder(s).

17. **Risk Sale:** In the event of non-payment and/or non lifting of full/part quantity by successful bidder, MMTC at its sole discretion after giving of 7 days notice to successful bidder will be free to effect sale of the quantity to any 3rd party at the risk cost and consequences, expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD. In such event the successful bidder shall bear all consequent losses/damages suffered alongwith cost incurred by MMTC on storage. In case the difference is more than the EMD / Credit balance available with MMTC, the successful bidder shall pay the balance amount to MMTC merely on demand. In case the successful bidder(s) fail to deposit the payment within the time frame, MMTC will be free to rescind the offer and dispose of the cargo at the risk and cost of the successful bidder(s). In addition, their bid amount will be forfeited and claim damages from the bidder(s).
18. **CANCELLATION OF OFFER** – If the successful bidder(s) fail to fulfill any of the tender obligations for reasons other than Force Majeure, MMTC shall be entitled to cancel the offer forthwith and recover the damages besides forfeiture of EMD. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the offer(s).
19. **MODE OF SUBMISSION OF BIDS:** The bidder(s) will have the option to submit bids as per Price Bid format given at **Annexure B** either through email which shall be marked only to [mmtcmumbai@mmtclimited.com](mailto:mmtcmumbai@mmtclimited.com) or through physical bids, which can be dropped in Tender Box located at Ground Floor, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra East – 400051. and shall reach before **14.30 pm** on **03-March-2020**. Bids received will be opened on **03-March-2020** at **15:00 HRS** and bidders' representative may remain present while opening of the same.

**PRICE BID shall contain the following:**

- A) Filled up format (**ANNEXURE B** – PRICE BID)
- B) Copy of PAN
- C) Copy of GST CERTIFICATE

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

**20. GENERAL CONDITIONS:**

- (i) Subject to the terms and conditions set out herein, sale shall be made to the highest bidder(s) lot wise. MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes.
- (ii) MMTC reserves the right to modify/ amend the terms & conditions and announce the same at any time before the conclusion of the tender.
- (iii) MMTC reserves the right to accept or reject and/or cancel the tender at any time without assigning any reasons thereof.

21. **ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this tender or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue/seat of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

22. **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 bidder(s) from wholly or partially carrying out their tender 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(15days) either party shall have the right to refuse fulfill its tender obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance as per the tender. A certificate issued by the respective chambers of commerce/statutory authorities shall be sufficient proof of existence and duration of such circumstances.

23. **ASSIGNMENT:** Neither party to this agreement shall assign or transfer the title of the material without prior consent in writing of the other party.

24. **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.

-----

**ANNEXURE A****TENDER NO. MMTC/MUM/SALE/PALLETS/2019-20/01 dated 27<sup>th</sup> February, 2020**

<b>SR. NO.</b>	<b>LOCATION</b>	<b>APPROX. NO. OF PALLETS</b>
1	International Cargo Terminals & Infrastructure Pvt. Ltd. , MICT II WAREHOUSE	799
2	Old All Cargo	1028
3	TG LOGISITCS & WAREHOUSING LLP	2455
4	HIND TERMINALS PVT. LTD.	1493
5	BALMER LAWRIE & CO. LTD.	648
6	International Cargo Terminals & Infrastructure Pvt. Ltd. , MICT I/ ULA	918
7	BALMER LAWRIE & CO. LTD., PATALGANGA	1116
8	JWC PANVEL	1170
9	CONCOR DRT CFS	540
10	PRAJNEEL WAREHOUSE	190
11	SPEEDY CFS	500
12	MbPT	2500

**PRICE BID FOR SALE OF PALLETS****TENDER NO. MMTC/MUM/SALE/PALLETS/2019-20/01 dated 27<sup>th</sup> February, 2020**

- 1. Name of the Bidder:**
- 2. Address of the Bidder:**
- 3. Name of contact person alongwith email id & contact no.**
- 4. PAN no.:**
- 5. GST no.:**
- 6. Whether EMD of Rs. 10,000/- deposited (Yes/No):**

<b>SR. NO.</b>	<b>LOCATION</b>	<b>APPROX. NO. OF PALLETS</b>	<b>RATE PER PALLET (Rs.) (Exclusive of GST)*</b>
1	International Cargo Terminals & Infrastructure Pvt. Ltd. , MICT II WAREHOUSE	799	
2	Old All Cargo	1028	
3	TG LOGISITCS & WAREHOUSING LLP	2455	
4	HIND TERMINALS PVT. LTD.	1493	
5	BALMER LAWRIE & CO. LTD.	648	
6	International Cargo Terminals & Infrastructure Pvt. Ltd. , MICT I/ ULA	918	
7	BALMER LAWRIE & CO. LTD., PATALGANGA	1116	
8	JWC PANVEL	1170	
9	CONCOR DRT CFS	540	
10	PRAJNEEL WAREHOUSE	190	
11	SPEEDY CFS	500	
12	MbPT	2500	

**\*GST @ 12% shall be levied over & above the prices quoted**

**Signature of the Proprietor/Partner/Director  
With Stamp & Seal of the Firm**