



NIT NO.: MMTC/KOL/ST/TRANSPORTER/2020-21/09 dated 28/09/2020

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, **NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the MMTC)** invites Sealed Tender from reputed Government approved transporter for “shifting of files and records” on the following terms and conditions as below :

Filled-up signed bids and tender document should be submitted in sealed envelope super-scribed with words the ‘Tender for “shifting of files and records” AT Kolkata, Tender No. MMTC/KOL/ST/TRANSPORTER/2020-21/09 dated 28/09/2020 , Name and address of the bidder and shall be addressed to “ **DY. GENERAL MANAGER (Law) / P & A) , CAMP OFFICE MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE,KOLKATA-700 001**”.The bidder(s) are required to submit their sealed tender on or before **09.10.2020 by 15:00 Hrs.** The Authorized Representatives of the bidders may witness in the process of opening of tender, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Scope of Job:

Files and records available at MMTC’s Kolkata office are to be shifted from MMTC LIMITED, KOLKATA to MMTC’s Office at various location details are given below. :

- a) MMTC Limited, Coal & Hydrocarbon Division, Core -1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003.
- b) MMTC Limited, MMTC HOUSE, Plot No.: C-22, BLOCK - E, Bandra Kurla Complex, Block-E, Bandra (E), Mumbai - 400051, Maharashtra.
- c) MMTC Limited, Chennai House, 6, Esplanade, Chennai - 600108, Tamil Nadu.
- d) MMTC Limited, #9-1-76 TO 77/1/B, 3rd Floor, S.D. Road, Secunderabad -500003, Telangana.

2. Loading destination: MMTC LIMITED, NIC BUILDING (4TH FLOOR),8, INDIA EXCHANGE PLACE,KOLKATA-700 001.

- 2.1 On issuance of Letter of Intimation (LOI) from MMTC, within three days from the date of LOI, agency shall immediately arrange for packing, lifting, loading, transportation of the cargo. Unloading of cargo at designated locations also to be arranged by the agency.
- 2.2 Agency to ensure that the cargo is packed in bundles, securely in water proof jute bags/cartons/ plastic bags or with any other standard packing material.
- 2.3 All bags/cartons/bundles etc to be numbered serially and a packing list to be prepared by agency for each location. Such packing list to be submitted to MMTC at the time of handing over of cargo and to be verified with the same at the time of delivery at designated destinations.
- 2.4 Cargo should be moved in trucks which should be water proof to protect the cargo from rain, considering the delicate nature of the cargo. Agency to ensure that the truck carrying cargo to be secured with good and strong tarpaulins.
- 2.5 Copy of Road challan to be submitted to Camp office, Kolkata within 01 day from the date of receipt of cargo by agency. All Items to be delivered at designated destinations within ten



days from the date of challan.

- 2.6 Agency to ensure that the cargo to be moved in a truck to be dedicated for transportation of MMTC's cargo only i.e. full truck load basis. No other firms cargo to be transported fully or partially with MMTC's cargo.
- 2.7 The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC.
- 2.8 The Agency shall not hypothecate or mortgage or create any lien/Agency charges whatsoever on the goods received by them on behalf of MMTC. The Agency shall also have no right to withhold the delivery of the goods in any circumstance for whatever reason irrespective of any of their part-claim also.
- 2.9 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for lifting the goods from Camp office, Kolkata to designated locations till handing over the goods to specified officers at the designated locations.
- 2.10 For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the Agency.
- 2.11 Agency shall keep valid license granted to him by Statutory Authorities, till the completion of the contract, if awarded.
- 2.12 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Statutory Authorities for carriage of goods.
- 2.13 Agency shall be responsible for employing suitable labour/ workmen at the site as per the prevailing labour laws of India and MMTC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency.

3. Inspection of Items: The interested bidders may inspect volume and numbers of Files and records before participation in tender.

For inspection, may contact Shri U.E.Rao, Dy. General Manager (Law)/ P&A) Camp Office, MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001 within 5 days from the date of this Tender(Email;- uer@mmtclimited.com, Mobile No.: 9000154924)

4. Validity: Bids must remain valid till 30.10.2020 for acceptance by MMTC.



- 5. PRICE:** Price to be quoted in Rupees per Kg basis indicating GST separately as per Bid Format at Annexure 1
- 6. Payment Terms:** Payment, subject to deduction of TDS as per rule, will be made within ten days after receipt of Invoice along with proof of delivery of goods. Payment will be made by electronic transfer.
- 7. Award of Contract –** MMTC shall award the contract to the successful bidder (L1) considering rate for four delivery points together. Letter of Intent (LOI) shall be issued to the successful bidder detailing the terms of conditions.
- 8. Title and Risk –** MMTC shall retain title and ownership of all the files and records. Bidder has fully responsible to protect the files and records from loss, damage, and wrong delivery etc.

9. 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. Government approval Certificate for Transportation of Goods.
5. The price bid for shifting of Files and Records as per Annexure-I.
6. Bids shall submit at following address.

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

13. DUE DATES:

Last date for submission of Bids : 09/10/2020, 15:00 Hrs IST
Opening of Bid : 09/10/2020, 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.

14. GENERAL CONDITIONS

- MMTC shall confirm the acceptance of price to the lowest bidder (L1) but



reserves the right to cancel the bids at any stage.

- In the event of non execution of work order by the successful bidder. MMTC reserves the right to allot the work to L2 bidder and so on.
- A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the handover 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 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 items loading and unloading at destination has to be completed within 10 days from the date of loading.

15. 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.

16. FRAUD PREVENTION POLICY:

- 1) 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 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.

17. 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.

18. 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.
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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.

19. 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 on the parties.

20. 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 bona fide.

21. 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.

Dy. General Manager



Annexure - I

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

NIT NO.: MMTC/KOL/SHORT TENDER/TRANSPORTER/2020-21/09 dated 28/09/2020

ANNEXURE –I (PRICE BID FOR SHIFTING OF FILES AND RECORDS)

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

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

Sl No	POINT OF LIFTING	DESCRIPTION	Price quoted in Rs /KG (excluding taxes)
1	Ex-MMTC Kolkata Office	PACKING & LOADING FROM MMTC KOLKATA OFFICE, TRANSPORTING TO NEW DELHI. UNLOADING AND STACKING OF FILES & RECORDS AT THE DESTINATION POINT, NEW DELHI	
2	Ex-MMTC Kolkata Office	PACKING & LOADING FROM MMTC KOLKATA OFFICE, TRANSPORTING TO MUMBAI UNLOADING AND STACKING OF FILES & RECORDS AT THE DESTINATION POINT, MUMBAI	
3	Ex-MMTC Kolkata Office	PACKING & LOADING FROM MMTC KOLKATA OFFICE, TRANSPORTING TO CHENNAI. UNLOADING AND STACKING OF FILES & RECORDS AT THE DESTINATION POINT, CHENNI.	
4	Ex-MMTC Kolkata Office	PACKING & LOADING FROM MMTC KOLKATA OFFICE, TRANSPORTING TO SECUNDERABAD. UNLOADING AND STACKING OF FILES & RECORDS AT THE DESTINATION POINT, SECUNDERABAD.	
		TOTAL PAYABLE AMOUNT (1+2+3+4)	
	GST	%	GST AMOUNT



2. Any other charges, if any: Rs. (Rupees) Please specify.

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
