

NIT NO. MMTC/KOL/PACKER & MOVER/2020-21/13 dated 12.10.2020

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 packers and movers Company(Herein after called the Agency) for Dismantling , Packing and transportation of office items (**Air Conditioner Machine, Photo Copy Machine, Computer set etc**).

Filled-up signed bids and tenders should be submitted in sealed envelope in two bid system super-scribed with the 'TENDER FOR DISMANTLING , PACKING and TRANSPORTATION (**Air Conditioner Machine, Computer, and Xerox Machine**) AT Kolkata, Tender No. & date, 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 **19.10.2020 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:** Dismantling, Packing and Transporting of Air Conditioner Machine, Photo Copy Machine, Computer set etc to MMTC Limited, Regional Office, Vizag .

1.1 On issuance of Letter of Intimation (LOI) from MMTC, within three days from the date of LOI, agency shall immediately arrange for the following:

- a) Dismantling of mounted ceiling and split air conditioners, computer and its peripherals and xerox machine at MMTC Camp office, Kolkata.
- b) All air conditioners alongwith peripheral parts such as wires, pipes and ducts to be dismantled for packing.
- c) All Computer and its peripheral units and Xerox machine and its parts to be disassembled for packing.
- d) During the process of dismantling and disassembling of air conditioners, computers and Xerox machine utmost care should be exercised to prevent any damage to the units or to the structures at MMTC's premises.
- e) Each unit to be packed in cardboard boxes with soft cushion of foam or thermocol to prevent in transit damages. Agency can use any other standard mode of packing ensuring that no damage is done to the items packed at the time of loading ,transportation and unloading.
- f) Each box to be labeled alongwith its content for easy identification.
- g) Agency shall arrange for loading and unloading of cargo at loading and unloading locations.
- h) Prior information about the truck details shall be made available to MMTC immediately after loading. Copy of Road challan should be submitted to Camp office, Kolkata within 01 day from the date of receipt of cargo by agency.
- i) 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.

j) All Items to be delivered to MMTC office at Vizag, MMTC LIMITED, MMTC Bhawan , Port Area, Vishakapatnam, Andhra Pradesh-530035 within ten days from the date of challan.

k) Agency to ensure that the cargo to be moved in a truck to be dedicated for transportation of MMTC's cargo only i.e. no other firm's cargo to be transported fully or partially with MMTC's cargo.

1.2 The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, accident, shortage or any such event to be informed to MMTC immediately alongwith photographs for lodging claim by MMTC with the insurance company. The Agency shall be fully responsible and indemnify MMTC for any loss or damage to the goods, for any reason due to the negligence of the Agency 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.

1.3 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.

1.4 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 MMTC office at Vizag till handing over the goods to specified officers at MMTC Vizag.

1.5 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.

1.6 Agency shall keep valid license granted to him by Statutory Authorities, till the completion of the contract, if awarded.

1.7 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Statutory Authorities for carriage of goods.

1.8 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.

2.Description of Items to be moved: Details are given at Annexure-IV

3. Eligibility Criteria :

3.1 Agency should have minimum experience of three years in Transportation activities of cargos for Government organizations or public sector enterprises or reputed private companies. Necessary work order or experience certificate to be submitted alongwith Techno-commercial bid.

3.2 Agency to provide roadworthy vehicles in very good condition and well maintained for transportation of cargo.

3.3 Agency should not be black listed by any government agency at the time of submission of bids. The agency shall have to submit an undertaking as per ANNEXURE (III) alongwith technical bid.

4. Inspection of `Items: The interested bidders may inspect the items – available at MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001" For inspection and may contact to 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 by 16.10.2020 (Email;- uer@mmtclimited.com, Mobile No.: 9000154924)

5. Delivery Point –

**MMTC LIMITED,
MMTC BHAWAN,
Port Area, Vishakapatnam
Andhra Pradesh-530035.**

6. Validity: Bids must remain valid 30 days from the date of opening of price bid.

7. **PRICE:** Price to be quoted in Rupees Full Truck load basis excluding all duties and taxes as per Bid Format at **Annexure II**. All taxes and duties are on the account of bidder as applicable and will be charged over and above the price quoted.

8. **EMD:** The Earnest Money Deposit (EMD) of Rs 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft / Banker's Cheque favoring MMTC Limited, 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.

MSMEs are exempted from submission of EMD against production of copy of valid certificate alongwith the Techno-commercial bid .

9. 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 satisfactory delivery of goods. Payment will be made by electronic transfer.

10. **Title and Risk** – MMTC shall retain title and ownership of the goods at all times .

11. **Award of Contract** – MMTC shall award the contract to the successful bidder (L-1). Letter of Intent (LOI) shall be issued to the successful bidder detailing the terms and conditions.

12.MODE OF SUBMISSION OF TENDER:

12.1 The bidders may download the tender document from MMTC's website www.mmtclimited.gov.in or www.tenders.gov.in/ www.eprocure.gov.in

12.2 The Bidders are required to submit offers in TWO BID SYSTEM. i.e. Techno commercial bid to be submitted in one closed envelope, super scribed as “Techno- Commercial Bid” as per ANNEXURE I.

“Price Bid” as per formats given in ANNEXURE II to be submitted in one close envelope, super-scribed as “Price Bid”.

The envelope containing Techno –commercial bid and Price bid should be put in one big envelope; sealed and super scribed with Tender No., date, Name & Address of the Bidder and shall be addressed to

**DY. GENERAL MANAGER (Law)/ P & A,
MMTC LIMITED.
NIC BUILDING (4TH FLOOR).
8 INDIA EXCHANGE PLACE.
KOLKATA-700 001.**

Techno- Commercial Bid (In Physical Mode only)

The envelope super scribed as “Techno- Commercial Bid” must contain the following:

1. Duly signed and stamped Techno- Commercial Bid as per Annexure “I”
2. Signed and stamped copy of the tender Documents on each page.
3. Copies of Registration Certificate, PAN No., GSTIN certificate, as applicable.
4. Undertaking as per ANNEXURE “III”.
5. Self attested Audited annual accounts for the last 3 years.

Price Bid (In Physical Mode only) – as per format at Annexure II

Price bid will be opened only of those bidders who qualify in the technical bid.

PLEASE NOTE THAT PRICE BID SENT THROUGH FAX, E-MAIL WILL NOT BE ACCEPTED.

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 : 19/10/2020, 15:00 Hrs IST
Opening of Technical Bid : 19/10/2020, 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 (L-1) but reserves the right to cancel the bids at any stage.
- In the event of non execution by the successful bidder. MMTC reserves the right to offer to L-2 bidder and so on.
- A Surveyor / Agent may be appointed by MMTC at its discretion to monitor and supervise the delivery of goods/records 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 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.

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.
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 shall be at Kolkata. The award made in pursuance thereof shall be binding to 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.

12. 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 (Law /P&A)



(Price Bid should be filled up in the letter head of Bidder) **ANNEXURE -I**

NIT NO. MMTC/KOL/PACKER & MOVER/2020-21/13 dated 12.10.2020

TECHNO –COMMERCIAL 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:**

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Proprietor/bidder

Place:

Date: Signature of the

With Stamp & Seal of the Firm



ANNEXURE -II

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

NIT NO. MMTC/KOL/PACKER & MOVER/2020-21/13 dated 12.10.2020

PRICE BID

Item Description	Rate offered for transportation inclusive of dismantling, Packing loading at Kolkata and unloading at Vizag and any other charges.
Computer Set (Monitor, CPU, Printer etc.) 10 nos Air Conditioner (Split) 02 nos Air Conditioner (Ceiling Mounted) 10 nos with its allied peripherals, wiring. Xerox Machine 01 nos	Rs..... Rupees.....Only

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



Annexure-IV

NIT NO. MMTC/KOL/PACKER & MOVER/2020-21/13 dated 12.10.2020

SI No	Item	Location	No
1	Computer Set (Monitor, CPU, Printer etc.)	Camp Office ,kolkata	10
2	Air Conditioner (Split)	Camp Office ,kolkata	2
3	Air Conditioner (Ceiling Mounted)	Camp Office ,kolkata	10
4	Xerox Machine	Camp Office ,kolkata	1



Proforma of declaration regarding banning of business dealings.
(To be submitted on the letterhead of the bidder)

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:
 (Give particulars of banning of business dealings, in absence thereof mention “NIL”).

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:
 (Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status



In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the undersigned:

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.