



## **NIT NO.: MMTC/KOL/SHORT TENDER/TRANSPORTER/2020-21/07 dated 15/09/2020**

MMTC Limited, A Government of India Enterprises, Camp Office at Kolkata, **NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner)** 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 tenders should be submitted in sealed envelope super-scribed with words the ‘Tender for “shifting of files and records” 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 (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**”. The bidder(s) are required to submit their sealed tender on or before **25.09.2020 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. Successful Bidders responsibility will be packing of files and records in water proof bags / cartoons with waterproof lamination , loading at MMTC,s Kolkata and unloading at delivery point to following address,

- 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. Lifting Ex – MMTC’ S Office, Kolkata at NIC BUILDING (4<sup>TH</sup> FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA-700 001”.**

- Before lifting of items from MMTC’S Kolkata office, Successful bidder shall arrange for proper packing at their own cost under prior intimation to MMTC, Kolkata.
- Lifting time- Three working days from the date of issuance of Letter of Intent (LOI).
- 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 at his cost.
- The consignment required to be transported and delivered at given address at New Delhi.



- Unloading and stacking of the items at the destination i.e. New Delhi, Mumbai, Chennai and Secunderabad shall be arranged by the successful bidder at his cost.

**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 (4<sup>TH</sup> FLOOR), 8 INDIA EXCHANGE PLACE,KOLKATA-700 001 within 5 days from the date of this Tender( Email;- [uer@mmtclimited.com](mailto:uer@mmtclimited.com), Mobile No.: 9000154924)

**4. Validity: Bids must remain valid till 15.10.2020 for acceptance by MMTC.**

**5. PRICE:** Price to be quoted in Rupees showing 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 (4<sup>TH</sup> FLOOR).  
8 INDIA EXCHANGE PLACE.  
KOLKATA-700 001.**

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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 : 25/09/2020, 15:00 Hrs IST  
Opening of Bid : 25/09/2020, 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:** 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.

### 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**

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 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 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.

## **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.

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**Dy. General Manager**



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

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**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

SI No	POINT OF LIFTING	DESCRIPTION	Bid Value ( Price offered excluding taxes) Rs /KG
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.	
	GST	%	GST AMOUNT
		TOTAL PAYABLE AMOUNT (1+2+3+4)	

**2. Any other charges.**

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**