

MMTC HOUSE, Plot C-22, Block E, Bandra Kurla Complex Bandra (E) Mumbai 400 051

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Pin - 100 003. INDIA

**TENDER FOR SALE OF OFFICE EQUIPMENTS, FURNITURES & FIXTURES/MOTOR CYCLE ON ‘AS IS WHERE IS BASIS’ AT MMTC LIMITED,2ND & 3RD FLOOR, COLACO BUILDING, SWATANTRA PATH, VASCO DA GAMA, GOA - 403802.**

***Tender No. MMTC/MUM/SALE/OFF. EQ./2019-20*** ***Dated: March 16, 2020***

MMTC Limited, a Government of India Enterprise, invites bids for sale of Office Equipments, Furniture & Fixtures, Motor Cycle on ‘as is where is’ basis as per details given below: The bidders can download the tender document from our website **www.mmtclimited.com** and can also obtain a copy of the same from**:**

* 1. Manager (F&A), MMTC, Goa Office at the above mentioned address during Office hours on any working day till 1300 HRS IST on 20th March, 2020.
1. **PRODUCT** – Office Equipments, Furniture & Fixtures/Motor Cycle (As per Annexure ‘I’ attached)
2. **QUALITY** – “As is where is basis.”
3. **PACKING:-** Nil.
4. **QUANTITY –**As per Annexure ‘I’ Attached
5. **MODE OF DELIVERY**: – Ex- 2nd & 3rd floor, Colaco Building, Swatantra Path, Vasco da Gama,Goa on, ‘as is where is basis’.
6. **PRICE BIDS**: Price to be quoted in Rupees excluding all duties and taxes which shall be borne & paid by Bidder as per Bid Format atAnnex. I on “as is where is basis”. Price bids to be submitted through physical bids(sealed), which can be dropped in Tender Box located at the following address:

3rd Floor, MMTC Limited, Colaco Building, Swatantra Path, Vasco da Gama, Goa – 403802.

1. **INSPECTION**: Bidders can inspect the office equipments, furniture & fixtures till 20.03.2020 bycontacting MMTC office 0832-2515800 / 8329925187 in advance.
2. **DUE DATE:** Last date and time for submitting bid THROUGH PHYSICAL MODE IS **20.03.2020** by **1530 HRS IST.** The bids shall be written in English only.

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1. **VALIDITY**: Bids must remain valid till 27.03.2020 – 1730 HRS IST.
2. **EMD**:- The tender should be accompanied by Rs. 10,000/- for each lot (Rupees Ten Thousand only) (INTEREST FREE) in the form of RTGS/DD/Pay Order drawn in favour of MMTC Limited. RTGS payment to be made in MMTC’s Axis Bank A/c (Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No : -**230010200004688,** IFSC Code : - UTIB0000230)and informed on email sviswanathan@mmtclimited.com RTGS/NEFT details. EMD amount deposited through NEFT/RTGS should reflect in MMTC bank a/c before 1530 hrs on 20.03.2020. Amount reflected after 1530 hrs on 20.03.2020 will not be considered. Tenders without EMD amount will be rejected summarily. The EMD of unsuccessful bidder shall be returned interest free within five working days of LOI to the successful bidder.
3. **PAYMENT TERMS:** Successful bidder will be required to deposit balance within 2 (two)working days of the allotment of LOI positively. In case of non-submission of balance payment, EMD deposit shall be forfeited by MMTC.
4. **PENALTY**:-Successful Bidder is required to lift the cargo within 5 days of the issue of LOI, failingwhich amount deposited by the party will be forfeited. Incomplete and conditional tenders shall be out rightly rejected.
5. **TITLE**– MMTC shall retain title and ownership of the material until final payment has beenreceived in full by MMTC and assets are delivered to the successful bidder. No claim of any sort shall be entertained thereafter.
6. **AWARD OF TENDER/PERFORMANCE –** MMTC shall confirm the acceptance of price to thehighest bidder (H1) lot wise. Successful bidder to give acceptance duly signed and stamped of LOI issued by MMTC. In the event of non execution or non-lifting of the materials by the successful bidder, the EMD/part payment, if any, shall be forfeited.
7. **RISK SALE :** In the event of non-payment and/non lifting of full/part quantity by successful bidder, MMTC at its sole discretion after giving of three days notice to successful bidder will be free to affect sale to any third party at the risk cost and consequences, expenses of successful bidder without prejudice to its other rights and remedies including forfeiture of EMD.
8. **CANCELLATION OF CONTRACT** – If the successful bidder(s) fail to fulfill any of theircontractual obligations for reasons other than Force Majeure, MMTC shall be entitled to cancel the tender forthwith and recover the damages besides forfeiture of bid amount. MMTC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.
9. **MODE OF SUBMISSION OF QUOTES**:

The bidders will have the option to submit bids through physical bids, which can be dropped in Tender Box located at MMTC Limited, 3rd floor, Colaco Building, Swatantra Path, Vasco da Gama, Goa – 403802 and shall reach before 15.30 hours on 20.03.2020. Bids received will be opened on 20.03.2020 @ 16.00 hours and bidder’s representative may remain present while opening of the same.

19) **PRICE BID shall contain:**

a) Filled up format (ANNEXURE 1 – PRICE BID)

b) Copy of PAN/GST/License of kabadi, if any.

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

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**GENERAL CONDITIONS:** Subject to the terms and conditions set out herein, sale shall be madeto the highest bidder. MMTC reserves the right to modify and amend the terms & conditions and announce the same at any time before the tender concludes.

**ARBITRATION CLAUSE**: Any dispute or difference whatsoever arising between the partiesherein out of or relating to the construction, meaning, scope, operation or effect of this contract 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 from time to timeshall 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.

**FORCE MAJEURE :**Should any of the force majeure circumstances namely act of god, nationalcalamity, 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.

**AMENDMENT** : No amendment/deviation will be granted from the original tender terms.

**ASSIGNMEN**T : Neither party to this agreement shall assign or transfer the title of the assets without prior consent in writing of the other party.

**MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BID OR TO CANCEL IN PART OR ENTIRE BIDDING PROCESS AT ANY TIME WITHOUT ASSIGNING ANY REASON WHATSOEVER.**

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**ANNEXURE –I**

**PRICE BID FOR SALE OF OFFICE EQUIPMENTS, MOTORCYCLE, FURNITURE & FIXTURES**

1. **Name of the Bidder:**
2. **Address of the Bidder:**
3. **Contact No. and contact person :**
4. **PAN / GST NO. (IF APPLICABLE) :**
5. **LICENSE OF KABADI/AUCTIONEER (IF APPLICABLE) :**

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| Sl. No | Location | Qty. Available(Approx.) | PARTICULARS OF ITEMS SPECIFYIED IN ANNEUXRE ‘I’ |  | AMOUNT (Rs.) (Non-interest bearing EMD of Rs 10,000/-) for each Lot |  |
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| 1. | MMTC LIMITED,2ND & 3RD FLOOR, COLACO BUILDING,SWATANTRA PATH, VASCO DA GAMA,GOA – 403802. | ANNEXURE , SCHEDULE OF ASSETS FOR DISPOSAL AT GOA OFFICE | ANNEXURE ’I’A, B,C,D |  |  |  |
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I have inspected the site/items and agree to abide by terms & conditions of the tender.

**Signature of the Proprietor/Partner/Director**

**With Stamp & Seal of the Firm**

Place:

Date :

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