

MMTC LTD.

TENDER NOTICE

Tenders are invited from reputed and bonafied contractors for Civil & Sanitary Works of Toilets of MMTC Limited Regional Office at NIC Building, 4th floor, 8, India Exchange Place, Kolkata- 700 001, in two bids viz. Technical Bid & Financial Bid. The Tender process to be both system i.e. Physical and E-Tender.

- a) **Name of Work** : **Civil & Sanitary Work of Toilets of MMTC Limited Regional Office.**
- b) **Address** : **NIC Building, 4th floor, 8, India Exchange Place, Kolkata - 700 001.**
- c) **Estimated Cost** : **Rs. 9.84 Lac. (approx)**
- d) **Earnest Money Deposit** : **Rs. 9,800/-** by way of Demand Draft / PO in favour of MMTC Limited, payable at Kolkata.
- e) **Time of Completion** : **4 (four) Weeks**
- f) **Cost of Tender Documents** : **Rs. 800/-** (Rupees Eight Hundred Only) payable by Cash for 1set of Document (1 set = 1 Original & 1 Duplicate). [non-refundable].
- g) **Availability of Tender Documents** : Tender Documents will be available from the office of Architect M/s DHAR & ASSOCIATES PVT. LTD., 7, Red Cross Place, 4th Floor, Kolkata – 700 001.
And also the bid document is available online on MMTC Limited portal
<http://www.mmtclimited.gov.in>
From 27th November, 2014 to 15th December, 2014 between 11a.m. to 4 p.m. in all working days (except Sundays and holidays).
- h) **Place and Last Date of Submission** : The Tender Documents addressed to The General Manager (P&A), MMTC Limited Sealed Envelop should be submitted to the MMTC Limited., Regional Office, NIC Building, (4th floor), 8, India Exchange Place, Kolkata -700 001 **upto 13:30 Hrs. on 16th December, 2014.**
Technical Bid shall be opened on same date and Place at 14:00 Hrs.

Pre- qualification documents as per item no. 2 of index and other contract documents consisting of items 3 to 8 of index will be the part of Technical Bid and Schedule of work / BOQ as per items no. 9 of index will be part of Financial Bid.

1. Tenders are being called in two bid system. The eligible criteria for participation in the tender process for this project will be as under –
- a) Average Financial Turnover during the last 3 years, ending 31st March 2014 should at least 80% of Estimated cost.
- b) Experience of having successfully completed Similar Nature Work during last 5 years ending 31st March, 2014 shall be as per the following :

(Rs. In lakhs)

Works	Furnishing
10 Similar Completed Works	40%
5 Similar Completed Works	50%
3 Similar Completed Works	80%

2. The Contractors / Firms are required to submit Job Completion Certificate from Govt. / Public Sector Undertakings; Those who have executed work in Private Sector, they should submit certificate of the employer having executed similar works along with TDS Certificate.

3. Technical Bid & Bill of Quantities / Financial Bid duly filled in, signed and stamped by the tenderer to be submitted giving the details of Company Profile, Audited Balance Sheet for last 3 years, proof of submission of Income Tax Returns, Banker's Solvency Certificate, PAN No., VAT No., P.Tax No., Trade Licence, Service Tax No., Work experience having similar nature of Work of Nationalised Bank/PSU/ Corporate Sector/ IT during last 15 years.
4. It Should definitely be understood that MMTC Limited does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alteration by the authorised representative of MMTC Limited.
5. Furnishing Work will be in accordance with the drawing & explanation in BOQ. The rates quoted in the tender shall be for finished work at site and shall include all charges for VAT & other taxes applicable, only Service Tax will be paid separately.
6. The tenderer is advised to visit and inspect the site of work before tendering and get himself acquainted regarding availability of materials and labour and other local condition. The work shall be completed within 1 month time from the date of handing over of the site. No extension of the time shall be granted without any valid reason.
7. The Contract shall be governed, construed, and enforced in accordance with the laws of India and the tenderer shall be responsible for compliance with all relevant and applicable laws, rules and regulation in this regard.
8. The contractor shall be subject to the jurisdiction of the Courts at Kolkata.
9. Any dispute or difference whatsoever arising between the parties 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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be Kolkata.
10. The tenderer shall keep the tender open for acceptance for at least 3 months(90 days) from the date of opening of tender. MMTC Limited reserves the right either to accept or reject any or all tenders received without assigning any reason whatsoever for the same. The tenderer will be duly informed of the result by post within 3 months from the date of receipt of the tenders.
11. The "**Technical Bid**" shall be opened at Regional Office, NIC Building, 4th floor, 8, India Exchange Place, Kolkata 700 001 **at 14:00 hours on 16th December, 2014** in presence of the tenderers or their authorized representative.
12. The "**Financial Bid**" only of the eligible contractors who satisfy pre-qualification criteria will be opened on a separate date and time to be intimated to the successful tenderers. Financial Bid of other Tenderers who failed to quality to be returned unopened.

Date:

GENERAL MANAGER (P&A)
MMTC Limited.

INSTRUCTIONS FOR TENDERING

1) Scope of Work

Civil and Sanitary Work for Toilets of MMTC Limited Regional Office at NIC Building, 4th floor, 8, India Exchange Place, Kolkata- 700 001.

2) EARNEST MONEY AND SECURITY DEPOSIT :

The tenderer will have to deposit 1% of Quoted amount in the form of Bank Draft drawn in favour of MMTC Limited payable at Kolkata at the time of submission of tender as an Earnest Money. The Company is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit further 1% as Security Deposit (SD) make up 2% of Initial security deposit the value of the accepted tender including the Earnest Money Deposit. The Initial Security Deposit will have to be made within 7days from the date of acceptance of tender, failing which the Company at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender.

8% Retention Amount out of the running account Bill shall form a part of Security Deposit and the Total Security Deposit of 10% shall be released after defect liability period is over.

No variations from specifications would be allowed without prior consent of the Company.

Contractor should take all precautionary measures, steps as per standard practice so that no accident and damage occurs to their workmen. Company will not be responsible for any such accident, damage to their workmen.

- 3) The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

- 4) Furnishing Work will be in accordance with the drawing & explanation in BOQ. The rates quoted in the tender shall be for finished work at site and shall include all charges for VAT & other taxes applicable, only Service Tax will be paid separately.
- 5) Any clarification required on the tender documents / drawings may be obtained from the office of the Architects. It may be noted that no drawings shall be issued to the tenderer / s along with tender documents.
- 6) Any tender which is incomplete or does not comply with the prescribed conditions on stipulation counter to these laid down therein or in other tender documents will be liable to rejection at the time of opening or during subsequent scrutiny.
- 7) Value of work tendered for may be increased or decreased at the discretion of the Company (+/- 25%) in which case all the other terms and conditions of contract shall remain unaffected by such alteration.
- 8) The tender will be opened publicly by the Company receiving tender or by his authorized representative just after the closing time of the tender in presence of such tenderers or their authorized representative who may chose to remain present. If any tenderer or their representative fail to attend during opening of tender as mentioned above the tenders will be opened in their absence and no subsequent objection will be entertained on this ground of the absence of any tenderer under any circumstances.

(Signature of the Contractor with seal)

GENERAL CONDITION OF CONTRACT

1. INTERPRETATION :

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires :

- a) Company: The terms company shall denote MPMC Limited with their Regional Office at NIC Building, 4th floor, 8, India Exchange Place, Kolkata -700 001, and any of its Company's representative authorised on their behalf,
- b) Contractor : The term contractor shall mean (Name and address of the contractor) and his / their heirs, legal representatives, assigns and successors,
- c) Site :The site shall mean the site where the works are to be executed as detailed in the scope of work/ services.
- d) 'The works' shall mean the work or works to be executed as detailed in the scope of works/ services.
- e) 'Act of insolvency' shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- f) 'The Schedule of quantities' shall mean the schedule of quantities as specified and forming part of this contract.
- g) 'Priced schedule of quantities' shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

The schedule of quantities shall be filled in as follows :

- a) The 'Rate' column to be legibly filled in ink in both English figures and English words.
- b) Amount column to be filled in English figures in both, each items and the amount for each sub head as detailed in the 'Schedule of quantities'.
- c) All corrections are to be initialed.
- d) The 'Rate Column' for alternative items shall be filled up.
- e) The 'amount' column for alternative items of which the quantities are not mentioned shall not be filled up.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may offer his comments or modifications duly authenticated, in a separate sheet of paper, attached to the original tender papers.

The Company reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section of to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the employer detailed analysis of any or all the rates shall be submitted. The Company shall not be bound to recognise the contractor's analysis.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender.

The quantities shown in the schedule of quantities are approximate and any variation therein should not vitiate the contract. Similarly, if any additional or substituted items of work are required to execute, the contractor should provide the same. The rates of such items are to be certified by Company as reasonable would be binding on the contractor. Company also reserves the right to delete any item or part thereof. Company reserve the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. Period of completion of work is 1 months after 7 days of issue of work order or the date of handing over site, whichever is earlier.

Signature of the
Contractor with seal

Any damage caused by contractor's workmen to walls, ceiling, floor or existing fixtures etc. in the premises would be made good by the contractors at their cost.

The contractors should make arrangements for storage of material, tools and equipment, etc. at their own and Company would not bear any expenses on this account.

All rubbish and superfluous materials should be disposed of at the place earmarked by the Local Municipal authorities and other materials/ tools / equipment used for the work should be removed from the site and area should be cleaned at contractor's cost after completion of work and prior to submission of final bills.

Any material found defective by the Company during or after execution of work would be removed from site by the firm and such material would not be reused in this work.

In case of extremely unsatisfactory execution, incompetence, bad workmanship, use of material officially rejected by the Company or similar circumstances, the Company will reserve the right to terminate this contract with the firm and engage separate agencies for completing the work, prior to which, one week's notice would be served for submission of final bills on actual measurements of work executed at that stage.

2. PAYMENTS :

No advance payment will be paid to the contractors during commencement of work, but running bills may be submitted on the basis of joint measurements after partial execution. Minimum value of work to be completed for submission of running bills is 50% of the contract value. TDS and other taxes if any will be deducted as per prevailing norms of Government.

Period of honouring bills subject to deductions of TDS & Retention amount :

- i) Running Bills – 15 working days.
- ii) Final Bill - 60 working days.

Water/ Electricity as available at site will be provided by Company.

3. ESCALATION :

The rates quoted by the contractor & accepted by the Company shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subjected to any fluctuation due to increase in cost of materials, labour, Vat, Service Tax, Sales Tax, Octroi, etc. unless specifically provided in these documents. Employer is not concerned with any rise or fall in the prices of any materials / labour. The rates quoted shall take all facts into account.

The decision of the Chief General Manager, MMTC Limited, Regional Office, shall be final and binding, if any, disputes or differences pertaining to the contract arises.

Signature of the
Contractor with seal.

**LIST OF APPROVED PRODUCTS CONSIDERED IN SPECIFICATION OF
MATERIALS OF THESE SCHEDULE OF ITEMS**

<u>CIVIL, FURNISHING AND SANITARY WORK</u>		
1	ORDINARY PORTLAND / BLAST FURNACE SLAG CEMENT	ACC, L&T, ULTRATECH, AMBUJA, LAFARGE, of OPC Grade 53.
2	VITRIFIED FLOOR TILES (1200mmx600mm) & (800mm x 800mm)	SOMANY / KAJARIA / JOHNSON
3	TILES FIXING & JOINTING MATERIALS	EZY FIX / LATICRETE / BAL ENDURA / ROFF
4	FALSE CEILING	INDIA GYPSUM LTD. / ARMSTRONG
5	DOOR LOCKS / HANDLE	DORSET ACME / HETTICH / GODREJ/PAG/SOLO
6	DOOR CLOSER / FLOOR SPRING	DORMA / HETTICH/OZONE/HAFELE
7	PATCH FITTINGS	OZONE / DORMA
8	PAINT	ICI PAINTS/ASIAN PAINTS/BERGER PAINTS
9	SANITARY FITTINGS AND FIXURE	JAQUARE/ KOHLER/GROHE/ HINDWARE

Signature of Contractor: Name of
Contractor Address of the Contractor
Date and Seal: