



## **MMTC LIMITED**

(A Government of India Enterprise)

**“MMTC House”, C-22, E-Block, Bandra-Kurla Complex**

**Bandra (East), Mumbai – 400 051.**

**Phone: 022-61214500/4588 Fax: 022 -26572541**

**E-mail: [mmtcmumbai@mmtclimited.com](mailto:mmtcmumbai@mmtclimited.com) : Website: [www.mmtclimited.com](http://www.mmtclimited.com)**

### **ADMINISTRATION DIVISION**

**Tender No. MMTC/Mum/Admn/(Estate)/08/2018-19**

**Dated: 27.12.2018.**

### **TENDER DOCUMENT**

**E-NIT FOR CIVIL,ELECTRICAL, CARPENTARY AND PAINTING WORK AT**

**FLAT NO.2, BHAVESHWAR SAGAR CHS, NAPEANSEA ROAD, MUMBAI.**

**E-NIT FOR CIVIL, ELECTRICAL, CARPENTARY, PAINTING AND PLUMBING WORKS AT FLAT  
No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

**Tender No. MMTTC/Mum/Admn/(Estate)/08/2018-19**

**Dated: 27.12.2018.**

**Technical BID**

**Part – 1**

<b>Start date for Downloading tender documents</b>	<b>.....</b>	<b>27.12.2018</b>
		<b>From 12.00 Hrs</b>
<b>Last date for Downloading tender document</b>	<b>.....</b>	<b>22.01.2019</b>
		<b>Up to 12.00 HRS</b>
<b>Due date of tender submission</b>	<b>.....</b>	<b>22.01.2019</b>
<b>(Technical &amp; Price Bid)</b>		<b>Up to 14.00 HRS</b>
<b>Technical Bids opening Date</b>	<b>.....</b>	<b>22.01.2019</b>
		<b>At 14.30 HRS</b>

**Downloaded by:**

**M/S**

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**E-NIT FOR CIVIL, ELECTRICAL, PAINTING WORKS AT FLAT No. 2, BHAVESHWAR SAGAR  
C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

**Tender No.** MMTTC/Mum/Admn/(Estate)/08/2018-19

Dated: 27.12.2018.

Appendix

1. Period of Work : Work to be within 15 days only.
2. Security deposit : Rs. 50,000/- (Rupees Fifty Thousand ) to be deposited  
In the form of e-payment only .
3. Earnest Money Deposit : Rs. 50,000/- (Rupees Fifty Thousand ) to be  
deposited In the form of e-payment only.
4. Participation Fees : Non-refundable Rs. 1000/- ( Rupees One Thousand  
Only) in the form of e-payment only
5. Bank Details : MMTTC's account with Axis Bank Limited.  
BKC Branch, Bandra. Mumbai  
Current\_Account\_No:**230010200004688**,\_IFSC Code  
: UTIB0000230 and submit letter mentioning UTR  
number.

**E-NIT FOR CIVIL, ELECTRICAL, PLUMBING, CARPENTRY AND PAINTING WORKS AT FLAT  
No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

**Tender No.** MMTC/Mum/Admn/(Estate)/08/2018-19

Dated: 27.12.2018.

**NOTICE DOCUMENT.**

1. MMTC Limited invites E-bids for “CIVIL, ELECTRICAL , PLUMBING, CARPENTRY, FLOOR POLISHING AND PAINTING WORK at Flat No. 2, Bhaveshwar Sagar, Nepeansea Raod, Mumbai 400 036 having area of 1912 sq ft.

2. Interested bidders fulfilling minimum eligibility criteria as mentioned below may Interested bidders may download the tender document through website [www.mmtclimited.com](http://www.mmtclimited.com) / <https://mmtc.abvprocure.com/EPROC/> by paying Rs.1,000/- through e-payment (NEFT/Fund Transfer) and submit their e-bid. Further self certified scanned copies of documents are required to be furnished through e-mode in the TECHNICAL BID. However, copy of non-refundable participation fees of Rs 1000/- ( Rupees One Thousand Only ) in the form e-payment (NEFT/Fund Transfer) in MMTC’s account with Axis Bank Limited, BKC Branch, Bandra,Mumbai\_Current\_AccountNo:**230010200004688**,\_IFSC Code : - UTIB0000230 and submit through e-mode letter mentioning UTR number. E-bid,(Technical) on or before 14.00\_hrs of **22.01.2019**.

3. **Eligibility Criteria / Proof of Eligibility:-**

A. For Central/State Govt. Departments: Complete profile of the Department.

B. For Central/State Govt. PSUs :

- (i) Annual turnover of the organization for the last three financial years.
- (ii) Complete Profile of the organization.
- (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- (iv) Income Tax returns for the last three financial years.
- (v) List of Board of Directors.
- (vi) Solvency report from your banker.
- (vii) GSTN/PAN number

- C. For Corporates, firms, proprietory firm, :
- (i) Annual turnover of the organization for the last three financial years
  - (ii) Complete Profile of the organization.
  - (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
  - (iv) Income Tax returns for the last three financial years.
  - (v) List of Board of Directors.
  - (vi) Net Worth of the Bank
  - (vii) GSTN/PAN number.

Note : Any bidder not to be declared blacklisted by any Central/State Authority/any statutory authority.

6. **List of documents :**

Technical Bid should be accompanied by the following documents:-

- a. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
- b. Profile of Organization (Bidder).
- c. GSTN/PAN (self attested copy of the certificate)
- d. Power of Attorney/Authorization in favour of signatory of Tender documents.
- e. Last three years' audited financial statements (balance sheet and profit & loss a/c) along with Certificate issued by C.A (in original), regarding confirmation of audit, positive net worth, turnover of the bidder and income tax returns for the last three financial years.
- f. Authorization letter, *with attested photograph*, in favour of the official attending the bid opening process.
- g. Solvency report from Bankers.
- h. Memorandum of Association or Article of Association along with name, address and photos of Directors.
- i. Copy of MSME/NSIC certificate.

**Bids without above documents will be liable for rejection.**

- 6. (a) **Last date and time for submission of e-bids 22.01.2019 up to 14.00 hrs**
- (b) **Opening of Technical Bids on 22.01.2019 at 14.30 hrs**

7. MPMC Limited reserves the right to reject any one or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.

(Sanjay Ramraje)  
Chief Manager (A)

**E-NIT FOR CIVIL, ELECTRICAL, PLUMBING AND PAINTING WORKS AT FLAT No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

Tender No. MMTC/Mum/Admn/(Estate)/08/2018-19

Dated: 27.12.2018.

**INSTRUCTIONS TO TENDERERS**

**MMTC LIMITED: CORPORATE OFFICE**

**E-Procurement Division**

**Guidelines to be included in the tender document related to e-tendering/e-auction services**

- a. All ROs/SROs are hereby informed that MMTC is utilizing the services of M/s e-Procurement Technologies Limited for e-Tendering Services. In view of this all officials are requested to submit their e-tendering/e-auction request on MMTC e-portal <https://mmtc.abcprocure.com>.
- b. The division willing to utilise these services should get at least two officials having digital certificate type Class III ( with signing and encryption) registered in advance on this e-portal to avoid last minute problems in publishing the e-Tender / e-Auction requests.
- c. All officials are requested to include following details of help desk in their tender document for providing assistance to clients/bidders.

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Abhijeet Goware</b> (Dedicated Helpdesk for MMTC)	+91 9265562826	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

- d. The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.
  1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.

2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Yours faithfully,

For on behalf of MMTC Ltd.  
Chief Manager (Admn)

The bidder shall submit the tender in two bid system. **PART – 1** shall be **TECHNICAL BID**, **PART – II** shall be **FINANCIAL BID**.

The bidder shall enclose the following papers, documents with the Bid:

**ENCLOSURES TO PART – I (THROUGH E-MODE ONLY):**

1. PROOF OF PAYMENT OF NON-REFUNDABLE PARTICIPATION FEES OF RS. 1000/- (Rupees One Thousand only) THROUGH E-PAYMENT AND COPY OF UTR NUMBER SHALL HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, SERVICE TAX, ETC. If submitted – tick (yes)
3. CERTIFIED COPY OF ‘ANNUAL TURN-OVER’ FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. If submitted-tick (yes)
4. COMPLETE PROFILE OF THE ORGANIZATION. If submitted- tick (yes)
5. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS / ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. If submitted – tick (yes).

**Foot Notes:**

1. The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.
2. It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).

**ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):**

**PRICE BID:** In prescribed format DULY FILLED AND SIGNED.

FOR AND ON BEHALF MMTC LIMITED

Sanjay Ramraje  
Chief Manager(A)  
MMTC Limited,  
MMTC House, C-22, E-Block,  
BKC, Bandra(E) Mumbai -400 051

**N.B:** Contact person for any clarification: Shri Sanjay Ramraje, Chief Manager (Admn),  
Phone: 022-61214588.

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**E-NIT FOR CIVIL, ELECTRICAL, PLUMBING, CARPENTRY AND PAINTING WORKS AT FLAT  
No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

Tender No. MMTC/Mum/Admn/(Estate)/08/2018-19

Dated: 27.12.2018.

**SECTION - I**

**GENERAL INSTRUCTIONS FOR BIDDERS**

**1. Receipt of Tender Document :**

Technical Bid portion along with Participation fee in original to be submitted in physical form as mentioned at terms and conditions of e-tender.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. The tender shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

**2. Opening of Bid :**

a) Technical Bid will be opened **at 14.30hrs on 22.01.2019 (Tuesday)**

b) Date and time for opening of Price Bid shall be informed later to the bidders who Qualify in technical evaluation process.

c) In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.

d) Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

**3. Important Instructions to bidders :**

a) Tender documents must be page numbered, signed & stamped by Authorized Person.

b) Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.

If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.

c) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the tender process.

- d) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- e) Cutting/modification/overwriting in the tender document will not be accepted.  
Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
- f) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
- g) The successful e-bidder shall require to enter into a separate contract.
- h) This bid document shall form a part of the contract agreement. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of Bid Document and it may amount to amendment of relevant clauses of the Bid Documents.

**4. TENDER VALIDITY :-**

- a. The tenders shall remain valid for acceptance for a minimum period of *60 days (sixty days)* after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and shall be rejected.
- b. In exceptional cases, the bidders may be requested by MMTC Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original e-tender.
- c. In case, the day up to which the tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.

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**E-NIT FOR CIVIL, ELECTRICAL, PLUMBING, CARPENTRY AND PAINTING WORKS AT FLAT No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

**Tender No. MMTC/Mum/Admn/(Estate)/08/2018-19**

**Dated: 27.12.2018.**

**SECTION - II**

**1. SCOPE OF TENDER :**

- a) MMTC Limited intends to make civil, electrical, plumbing, carpentry, Painting works at our flat No. 2, Bhaveshwar Sagar CHS, Nepeansea Road, Mumbai 36, admeasuring 1912 sq. feet built up area per floor. The bidders may visit the site (by prior appointment only) and its locality to gather all the requisite information before quoting the rates.
  - b) The successful H-1 bidder shall sign agreement within 5 working days of the acceptance of bid.
1. Technical specifications of the work.

SN	DSR No.	Description	Unit	Qty
I	NS 1	P/f of geysers 15 litres capacity. (Brand: V Guard/AO Smith/Venus/ Racold or equivalent) all inclusive	each	3
li	NS 2	Supplying and fixing of modular kitchen from reputed/established brands as per the directions of Engineer-in-charge	LS	1
lii	NS 3	P/f aluminium composite section glazed with toughened glass of 12mm thickness with side panels fixed and movable central panels	sqm	15
Iv	NS 4	Providing and fixing ornamental curtain rods of with two brackets fixed with screws and wooden plugs etc. wherever necessary complete.	m	200
v	NS 5	Providing and fixing mortise lock all on doors with necessary chromium plated brass screws, nuts, bolts and washers etc. complete.	each	2000
Vi	NS 6	Providing and fixing ornamental heavy handle with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	4
Vii	NS 7	Providing and fixing normal handle with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	32
Viii	NS 8	Providing and fixing small handle (4") for loft doors with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	15
ix	NS 9	Grinding Polishing on Kota stone/ Marble chips	sqm	120
X	NS 10	Electrical works @10% the cost of civil works.	LS	1
Xi	14.75	Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In- Charge.	Sq.m	10
Xii	A	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge.  Concealed work, including cutting chases and making good the walls etc.		
	B	15 mm nominal outer dia Pipes	m	20
	C	20 mm nominal outer dia Pipes	m	80

Xiii		Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required:- (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer.	each	2
Xiv		Providing and fixing controlled flush, low level cistern made of vitreous china with all fittings complete.10 litre (full flush) capacity-white	each	3
xv		Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete. 10 litre capacity – White	each	1
Xvi		Dismantling 15 to 40 mm dia G.I. pipe including stacking of dismantled pipes within 50 metres lead as per direction of Engineer- in-Charge. (a) Internal Work - Exposed on wall (Note: Dismantled items shall be returned to MMTC)	m	50
Xvii		Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	6.5
Xviii		Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	2.6
Xix		Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to cratches etc. complete.	sqm	650
Xx		Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: One or more coats on old work	sqm	650
Xxi		Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work.	sqm	150
Xxii		Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	60
xxiii		Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all loads including all lifts involved.	cum	10

Xxiv		Dismantling tile work in floors, walls and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	sqm	30
Xxv		Providing and fixing 25 mm thick shutters for cup board etc. Panelled or panelled & glazed shutters : Ist class teak wood including nickel plated bright finished M.S. piano hinges with necessary screws.	sqm	10
Xxvi		Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete	each	16
Xxvii		Providing and fixing bright finished brass night latch of approved quality including necessary screws etc. complete.	each	2
Xxviii		Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete : 200x10 mm	each	16
Xxxiv		Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	sqm	60
Xxx		Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	each	20

### 3. **SUBMISSION OF BIDS:**

All the e-bids should be submitted through e-tender only.

### 4. **EARNEST MONEY DEPOSIT**

4.1 E-tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the e-tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money Rs. 50,000/- (Rs. Fifty Thousand Only) will be forfeited to the MMTC. The e-tenders without Earnest Money Deposit of Rs. 50,000/- will be summarily rejected, except government companies/PSUs/Central/State Undertaking companies, MSME's/NSIC's are exempted. (Copy of certificate is mandatory)

4.2 Earnest money deposit will be forfeited if the successful e-tenderer failed to furnish the security deposit after necessary deductions, if any.

4.3 EMD will be part of security deposit and will refund after the guarantee period of the work executed by the successful bidder.

### 5. **Performance Security Deposit:**

5.1 The successful e-tenderer will have to deposit security deposit of Rs. 50,000/- of total supply order within 3 days of intimation. Deposit in favour of the MMTC and submit the receipt in original.

5.2 The Performance Security Deposit can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work by successful e-

bidder. On expiry of the contract, such portion of the said Performance Security Deposit as may be considered by the MMTC, sufficient to cover any incorrect, penalty charges, excess payments, etc., shall be retained until the final audit report on the account of firm's bill has been received and examined.

**6. Completion of Work :**

The successful bidder has to complete the work within 6-8 weeks from the date of work order. The contractor shall not assign or sublet work or any part of it to any other person or party.

**7. Payment Terms:**

The payment shall be made on the actual work executed as per the approved rates based received through e-tender for actual measurement.

- i) Running payment shall be admissible based on actual work done/measurement at site.
- ii) A successful e-bidder to note that No Running payment shall be admissible if the value of work done is less than Rs. 50,000/-(Rs.Fifty Thousand Only)
- iii) A successful e-bidder shall submit his/her running bills in triplicate to the MMTC, who after due verification, scrutiny , recommendation and processs for further necessary action. The payment shall be released after necessary deductions. Any clarification/correction/modifications, if required in the bills will sought from the successful e-bidder within 1-2 working days from the date of submission of bills in MMTC and same shall be re-submit after required corrections to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill ready, in all respect is resubmitted by the vendor in MMTC, Mumbai.
- iv) The payment amount will be released through e-payment only in the bank account of the contractor.
- iv) Payment of bills which are ready in all respect shall be made within 3 weeks of receipt of bills at MMTC.

**8. MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :**

MMTC Limited reserves the right to accept or reject any or all e-bids and to annul the bidding process at any time prior to award of job work without assigning any reason whatsoever and without thereby incurring any liability to the affected e-bidder or bidders on the grounds of MMTC's such action.

**9. ISSUE OF LETTER OF INTENT (LOI):**

The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an contract with the successful e-bidder for work related to civil, plumbing, electrical, carpentry etc. at flat no. 2, Bhaveshwar Sagar CHS, 20 Napensea Road, Mumbai-36.

**10. UNDERTAKING :**

The issue of LOI followed by acceptance by the successful e-bidder shall constitute the award of job work to the bidder(s). Detailed undertaking shall be signed within five days from the date of intimation.

## 11. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- (b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

### **N.B:**

- (1) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

## **12. Termination Clause**

### **i) Right to Terminate the Process**

MMTC reserves the right to cancel the contract/agreement placed on the selected bidder and recover expenditure incurred by MMTC under the following circumstances:-

- The selected bidder commit a breach of any of the terms and conditions of the bid/subsequent contract. The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder fails to complete the assignment/deliver the services as agreed herein/subsequent contract as per the time lines and guidelines prescribed in this TENDER and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to

cancel the contract in the event of delay and forfeit the bid security/Performance security deposit as liquidated damages for the delay.

- In the event of the successful bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- In case the selected bidder fails to deliver the services as stipulated in the contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another party of its choice by giving (period- to be specified by the division) for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance security deposit under this contract.

### **13. Consequences of Termination**

- In the event of termination of the Contract/agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available
- steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Contract.
- Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **14. Relationship between the Parties**



- a. Nothing in the Contract constitutes any fiduciary relationship between the MMTC and

Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.

- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c. MMTC will not be under any obligation to the Implementation successful bidder except as agreed under the terms of the Contract.

**15. No Assignment:**

The Selected Bidder/Estate consultant shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.

**16. Waiver**

- The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this tender/contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

**17. Governing Law**

This contract/agreement shall be governed in accordance with the laws of India.

**18. Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

- (a) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/contract documents.

- (b) If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent contract, in such event, the successful bidder will be

solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

**19. Arbitration Clause :**

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 validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Mumbai and governing law shall be Indian Law.

**20. Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.

**21. INDEMNITY:** The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this contract, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails / has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent contract, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

**22. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY.**

MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of

confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

### **23. Force Majeure**

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **three months**, either party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

### **24. GENERAL**

#### **1. Entire Contract**

The terms and conditions laid down in this Tender, subsequent contract and all annexures thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract.

2. The subsequent Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein alongwith any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall not be binding on either of the Parties.

3. All provisions and the various clauses of subsequent Contract are, notwithstanding the manner in which they have been grouped together or

linked grammatically, severable from each other. Any provision or clause of subsequent Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of subsequent Contract shall remain of full force and effect. The Parties declare that it is their intention that Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

**25. FRAUD PREVENTION POLICY :**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment 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.

**26. 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 dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

**27. ANTI-NATIONAL ACTIVITY :**

The bidder should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.

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**E-NIT FOR CIVIL, ELECTRICAL, PLUMBING, CARPENTARY AND PAINTING WORKS AT FLAT  
No. 2, BHAVESHWAR SAGAR C.H.S., 20, NEPEAN SEA ROAD, MUMBAI 400 036.**

**SECTION -III**

MMTC/Mum/Admn/Estate/08/2018-19.

Dated : 27.12.2018

**FINANCIAL BID**

NAME OF THE BIDDER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

S.No.	DSR No.	Description	Unit	Qty	All Inclusive Cost (Excl GST)
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I	NS 1	P/f of geysers 15 litres capacity. (Brand: V Guard/AO Smith/Venus/ Racold or equivalent) all inclusive	each	3	
li	NS 2	Supplying and fixing of modular kitchen from reputed/established brands as per the directions of Engineer-in-charge	LS	1	
lii	NS 3	P/f aluminium composite section glazed with toughened glass of 12mm thickness with side panels fixed and movable central panels	sqm	15	
lv	NS 4	Providing and fixing ornamental curtain rods of with two brackets fixed with screws and wooden plugs etc. wherever necessary complete.	m	200	
v	NS 5	Providing and fixing mortise lock all on doors with necessary chromium plated brass screws, nuts, bolts and washers etc. complete.	each	2000	
Vi	NS 6	Providing and fixing ornamental heavy handle with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	4	
Vii	NS 7	Providing and fixing normal handle with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	32	
Viii	NS 8	Providing and fixing small handle (4") for loft doors with suitable nuts, screws etc .complete as per direction of Engineer-in-Charge.	each	15	
ix	NS 9	Grinding Polishing on Kota stone/ Marble chips	sqm	120	
X	NS 10	Electrical works @10% the cost of civil works.	LS	1	
Xi		Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In- Charge.	Sq.m	10	
Xii	A	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.			
	B	15 mm nominal outer dia Pipes	m	20	
	C	20 mm nominal outer dia Pipes	m	80	
Xiii		Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required:- (a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer.	each	2	

Xiv	Providing and fixing controlled flush, low level cistern made of vitreous china with all fittings complete.10 litre (full flush) capacity-white	each	3	
xv	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete. 10 litre capacity – White	each	1	
Xvi	Dismantling 15 to 40 mm dia G.I. pipe including stacking of dismantled pipes within 50 metres lead as per direction of Engineer- in-Charge. (a) Internal Work - Exposed on wall (Note: Dismantled items shall be returned to MMTC)	m	50	
Xvii	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	6.5	
Xviii	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	2.6	
Xix	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to cratches etc. complete.	sqm	650	
Xx	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: One or more coats on old work	sqm	650	
Xxi	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work.	sqm	150	
Xxii	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	sqm	60	
xxiii	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all loads including all lifts involved.	cum	10	
Xxiv	Dismantling tile work in floors, walls and roofs laid in cement mortar including stacking material within 50 metres lead.For thickness of tiles 10 mm to 25 mm	sqm	30	

Xxv		Providing and fixing 25 mm thick shutters for cup board etc. Panelled or panelled & glazed shutters : 1st class teak wood including nickel plated bright finished M.S. piano hinges with necessary screws.	sqm	10	
Xxvi		Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete	each	16	
Xxvii		Providing and fixing bright finished brass night latch of approved quality including necessary screws etc. complete.	each	2	
Xxxviii		Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete : 200x10 mm	each	16	
Xxxiv		Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm	sqm	60	
Xxx		Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	each	20	

Total Cost Rs. \_\_\_\_\_

In words (Rupees \_\_\_\_\_)

(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted) I/We accept all the terms & conditions mentioned in the tender document.

AUTHORIZED SIGNATORY \_\_\_\_\_

NAME : \_\_\_\_\_

Name of the Company/Firm \_\_\_\_\_

Date :

Seal of Company/Firm

**E-NIT FOR CIVIL/ELECTRICAL/PLUMBING/CARPENTARY AND PAINTING WORK AT FLAT  
NO. 2, BHAVESHWAR SAGAR CHS, NEPEAN SEA ROAD, MUMBAI.**

MMTC/Mum/Admn/Estate/08/2018-19.

Dated : 27.12.2018

**SECTION – IV.**

**DECLARATION**

(On Non-Judicial stamp paper of minimum value of Rs. 500/- and above)



I hereby declare that the particulars furnished above are true and correct to the best of knowledge and belief and I have not willfully suppressed any material information germane to get work order in MMTC Ltd., as contractor for work related to civil/electrical/plumbing/carpentry and painting, etc. In case, Firm/Company fails to complete the work within stipulated period, I/We are liable to terminate with immediate effect without any condition or demure and forfeit the security deposit.

\_\_\_\_\_  
Authorise Signatory  
(Name and designation)

M/s.

Date:\_\_\_\_\_