



MMTC LIMITED, NEW DELHI

(A Govt. of India Enterprise)

ESTATE DIVISION

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

TENDER DOCUMENT

**E-NIT FOR REPAIR / RENOVATION OF DUPLEX TYPE FLATIN
L-1/1(MIDDLE FLAT) HAUZ KHAS ENCLAVE, NEW DELHI-110016**

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1(MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

Technical BID

Part – I

Start date for Downloading tender document	19th May2017 From 1700 Hrs
Last date for Downloading tender document	19thJune2017 Up to 1500 HRS
Due date of tender submission (Technical & Price Bid)	19thJune 2017 Upto 1500 HRS
Technical Bids opening Date	20thJune 2017 at 1100 HRS

Downloaded by:

M/S

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1 (MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

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**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1(MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

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Appendix

1. Period of completion : 45days from the seventh day of
issueof letter of intent/ work order
2. Defect Liability period : 12 months from the date of issuance
of Completion certificate.
3. Earnest Money Deposit : Rs. 30000/- (RupeesThirty Thousand
Only)
4. Participation Fees : Rs.500/-(RupeesFiveHundred
Only) (Non refundable)
5. Address of site : L1/1 HauzKhas Enclave,
New Delhi-110016

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1 (MIDDLE FLAT) HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

TENDER DOCUMENT

MMTC Limited (A Govt of India Enterprise) invites E-bids under two bid system (Technical Bid & Financial Bid) for repair and renovation of Duplex Type Flat In L-1/1 Hauz Khas Enclave, New Delhi comprising of Tiling work, internal & external painting, replacement of existing Electrical points into modular .etc from well-established and reputed firms having experience in similar type of works. Interested bidders fulfilling minimum eligibility criteria as mentioned in this tender document may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with EMD and Participation fee (Non-refundable) shall be sent in physical mode as well so as to reach the Office of General Manager (E), 2nd floor, Core-1, SCOPE Complex, Lodhi road, New Delhi – 110003 on or before 15:00 hrs of 19th June 2017.

1. Proof of documents for similar nature of works carried out with Govt Departments / PSU's / reputed Public or Private Organizations etc. in the last three financial years only, i.e., 2013-14, 2014-15 & 2015-16.
2. Performance Certificate of the completed works along with copies of work orders duly authenticated/Certified by an Officer not below the rank of Executive Engineer or equivalent should be furnished separately for each completed work as per Point One above.
3. Proof of valid registration with statutory authorities for Works Contract, Tax/VAT, and TIN& Service Tax certificates etc.
4. Arbitration cases pending against the bidders, if any, submit details.
5. Whether black-listed/ put on holiday list/ withdrawal of works etc by any clients in the last 5 years, if any. Give details.
6. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax returns, Profit & Loss accounts) certified by Chartered Accountant.
7. Profile of the firm.
8. Copy of PAN Card issued by Income tax Department, Govt. of India.
9. Scanned copy of Participation Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs 500/- (Rs Five Hundred only) in favour of MMTC Limited payable at New Delhi.

10. Scanned copy of EMD in the form of Demand Draft/Pay Order for Rs.30,000/- (RsThirty Thousandonly) in favour of MMTC Limited payable at New Delhi.
11. Details of Bank account e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
12. Duly filled in **e-payment** proforma /format, duly certified by the Bankers to be enclosed. (Annexure-II).
13. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure III), Declaration by the bidder (Annexure IV) and list of similar assignments completed in last three years with the Technical Bids.
14. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank.

E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1 HAUZ KHAS ENCLAVE, NEW DELHI-110016

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

SPECIAL TERMS & CONDITIONS FOR E-TENDER

ELIGIBILITY CRITERIA:

The e-tenders under Two-Bid Systems on item rates basis are invited on behalf of MMTC Limited, Core-1, SCOPE Complex, Lodhi Road, New Delhi-110003 from the eligible Civil Contractors for repair & renovation of Duplex Type Flat In L-1/1 Hauz Khas Enclave, New Delhi comprising of Tiling work, internal & external painting, replacement of existing Electrical points into modular from well-established and reputed firms having experience in similar type of works. etc who have successfully completed three similar type of works for Govt Departments/CPSU's/Public Organizations and reputed Private Organizations costing not less than Rs 1 Crore during the last 3 years for similar type of work(s).

SPECIAL TERMS & CONDITIONS FOR E-TENDER :

1. The e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a onetime activity independent of each other) as given below:

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

2. For any assistance on e-bidding process , please contact :

HELP DESK TIMINGS : 1000 HRS TO 1830 HRS IST (MONDAY TO FRIDAY(Exclusions: MMTC HOLIDAYS))		
Contact Nos . +91-124-4302000 for help desk officers		
Dedicated help desk for MMTC		
Name	Email-id	Phone Number
Pankaj Kumar Verma	Pankaj.verma@c1india.com	+91-9910433177

3. Non-refundable Participation Fee of Rs 500- (Rupees Five Hundred Only) and EMD of Rs30000 (Rupees Thirty Thousand) in the form of DD/ Pay order payable at New Delhi) in original along with Technical bid portion to MMTC and downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form as well on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be super scribed as “Technical Bid of E-NIT FOR REPAIR & RENOVATION OF DUPLEX TYPE FLAT IN L-1/1(MIDDLE FLAT) HAUZ KHAS ENCLAVE, NEW DELHI-110016” having name, address, and telephone Nos. of the bidder. The required enclosures as per tender check-list and financial bid shall be submitted through e-mode only.

4. Please note that the tenders submitted without the requisite Non-refundable participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited payable at New Delhi) shall be summarily rejected.

5. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respect and in full conformity with the tender terms and specifications.

6. COMPLETION PERIOD:The estimated completion time under normal circumstances shall be 45 days from 7th day of issue of letter of Intent /Work Order.

7. The technical bids (Part-I) shall be opened on 20th June 2017at 1100 hours. The date and time for opening of the Financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.

8. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Technical bid.

9. Purchase & supply items should be followed as per the NIT, as per instruction of Engineer-In charge & sample/brands should be approved by MMTC before use. Tenders with any deviations, shall be summarily rejected at the option of the MMTC Ltd.

10. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.

11. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

12. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the prescribed conditions are not fulfilled by the bidder, shall be summarily rejected. Joint tenders shall not be accepted / considered. MMTC also reserves the right of accepting part or whole of the tender and the bidder shall meet the same as per the tender.

For details, please visit www.mmtclimited.com, www.eprocure.gov.in & <https://mmtc.eproc.in>.

Yours faithfully,
For & on behalf of MMTC Ltd.

Senior Manager (Estate)

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1(MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

INSTRUCTIONS TO BIDDERS- TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. PART – I 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 & PHYSICAL MODE):

1. E-tender documents along with the completion certificates issued by the clients where works have been executed, copies of LOI/ award letter/W.O. indicating BOQ's etc of similar nature/type should be enclosed as a proof including works executed in MMTC LIMITED/ DELHI-NCR. **If submitted – tick (yes)**
2. Earnest Money Deposit of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of demand draft/pay order in favour of 'MMTC LIMITED' payable at 'NEW DELHI'. The Non-refundable Participation fee of Rs. 500/- (Rupees Five HundredOnly) through DD/ pay order in favour of 'MMTC Limited' payable at 'NEW DELHI' also shall have to be submitted. **If submitted – tick (yes)**
3. Proof in support of valid registration with statutory authorities: self certified copy of Works Contract Tax, VAT, EPF,ESI,TIN,PAN,Service Tax etc. **If submitted – tick (yes)**
4. 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)**
5. Profile of the firm / company including copies of registered partnership deed / proof of proprietorship , memorandum & articles of association etc in the case of a company, as the case may be . The details of manpower engaged by the firm / company may also be indicated including qualified and experienced supervisors.**If submitted- tick (yes)**

6. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank. **If submitted – tick (yes).**

7. This is to confirm that in case of acceptance of our tender bid, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down terms, schedules, BOQs, specifications, drawings etc as per the tender. We also confirm that the work shall be done within the stipulated period as per the terms and conditions of this E-NIT. **If submitted- tick (yes).**

NB:

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 – I (Technical Bid).

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

1. FINANCIAL BID: B.O.Q. (BILL OF QUANTITIES) in prescribed format DULY FILLED AND SIGNED.

FOR&ON BEHALF OF MMTC LIMITED

S.K.Dutta
Senior Manager(E)
MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003.
Phone: 011-24381338/47340376

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1(MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Technical Bid portion along with EMD & Non-refundable Participation fee in original to be submitted in physical form also as mentioned at Clause No. 3 of Special terms and conditions of e-tender, If sent by post, shall be through Registered post/ Speed Post. The documents received after due date and time are liable to be rejected.
2. 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 all respects. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
3. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/ 26568829) at L-1/1 HauzKhas Enclave,NewDelhi-110016 on any working day and satisfy themselves.
4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
5. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
6. The Contractor shall have to execute an agreement with MMTC immediately after issuance of work order. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).
7. The Contractor shall not sub-let the contract in part or whole as detailed in the tender /specifications without the written permission of MMTC.
8. All the work shall be carried out as per given specifications/ Descriptions of items of approved Manufacturers, and the terms and conditions given in the tender. The quality consciousness in execution of works is required.
9. Minor modifications if any, as suggested by MMTC/ Site In-charge / Engineer-in-chief, have to be incorporated and executed without any extra cost.

10. Deviation from the tender conditions is liable for non-acceptance at the sole discretion of MMTC Ltd.
11. The contract or the contract document shall mean and include the work orders/agreement, schedule of quantities, if any, general conditions of the contract, instruction to bidders, if any, the tender document and the acceptance letter issued by MMTC. Any conditions or terms stipulated by the bidder in the tender document or the subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.
12. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the bidder that the tender has been accepted in accordance with the provisions contained in the letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of the contract shall be applicable from this date.
13. Completion time shall mean the period / date specified in the letter of intent, work order, tender document.
14. The Contractor shall furnish to MMTC, the name, designation and address of his authorized representatives/agent on his behalf. The complaints, notices, communications, reference shall be deemed to have been duly given if delivered to the Contractor or his authorized agent by hand at work site or thru' ordinary post.
15. The bidder should study all the tender documents carefully and understand the conditions and specifications etc. The bidders or his authorized representative should sign & stamp every page of the tender document.
16. The bidders shall remove all debris/wastes etc. wash and clean the floors/areas and hand over the site in a clean and habitable condition after completion of work at their cost.
17. Timely completion of the work is the essence of the contract. Contractor shall submit the work completion schedule. The Contractor can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deem fit.
18. The metric units given in the schedule of quantity should be read as the nearest equivalent of sizes in Foot Pound Second (FPS). All materials shall be of ISI mark or as approved. Any checks/tests as may be required, are to be carried out by the Contractor for the work or part thereof at their cost.

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1(MIDDLE FLAT), HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

GENERAL TERMS & CONDITIONS

1. The work shall be executed in L-1/1 (Middle Flat), Hauz Khas Enclave, New Delhi.
2. The quantities mentioned in the tender are approximate. The running payment shall be made on the basis of actual work executed. Variation in the quantities, if any, shall not vitiate the contract.
3. The Contractor shall have to make his own arrangement for storing/deploying the materials, manpower, water etc required for the works.
4. The electric power requirements for the project shall be borne by the Contractor.
5. The payment shall be made on actual work executed as per the approved rates based on actual measurement.
6. The rates of extra non-scheduled items if any, shall be based on the rates quoted for the item of the work if the item is of similar nature, otherwise it shall be worked on the prevailing market rates for material and labour + 10% taken as Contractor's over heads and profits.
7. The Contractor will ensure necessary precautions during the execution of works & will not create any obstacles to the inhabitants of flats situated in and around the colony and also shall make good the installation damages, if any, during the execution.
8. The period of work contract shall be 45 days counted from 7th day of issuance of the Work Order. Time is the essence of the contract. If the Contractor fails to execute or complete the work within the stipulated time or within the time agreed or extended period of the contract as approved by GM (E&A)/ CGM (P&A). MMTC Ltd shall levy a penalty for delayed completion which shall be Rs. 5000/- (Rupees Five Thousand only) per week of the delayed period subject to maximum of 10% of the contracted amount. MMTC Limited shall have the right to deduct such amount from any money due to the Contractor. The incomplete work, if any, will be done by MMTC at the risk and cost of the Contractor by MMTC.
9. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the Contractor.

10. The bidders shall deposit Rs. 30,000/- as EMD by Demand Draft/Pay Order in favour of MMTC Ltd payable at New Delhi. The earnest money of the successful bidder will be retained as interest free security deposit. The earnest money of the unsuccessful bidders shall be refunded without any interest after award of work to the successful bidder.
11. Defect Liability Period – The amount towards the defect liability will be deducted & retained from the payment @ 10% of value of work done and it shall be refunded to the Contractor on virtual completion of the defect liability period which shall be 12 months from the date of issuance of completion certificate /virtual completion of the works.
12. The laborers engaged by the Contractor shall be the employees of Contractor & there shall not be at any point of time exist any relation of employer and employee between MMTC & the Contractor or its agents / labourers engaged by the Contractor. The Contractor shall pay to the labourers engaged by him in connection with the work wages not less than the minimum wages prescribed under the Minimum Wages Act 1946, updated by Delhi Government from time to time and shall duly and properly comply with all types of extant legislations. It shall be the sole responsibility of the Contractor to deduct EPF/ESI and any other statutory contribution from the wages of the workers & timely deposit the same with the concerned Govt. Departments / Designated Agencies. Violation of this clause shall be deemed a breach of contract. The Contractor shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall indemnify MMTC for any damage to its property or any physical injuries caused to MMTC employees & his/her kith and kin living in MMTC Housing Colony under Workmen's Compensation Act or under any other acts in force from time to time. MMTC shall be totally indemnified of any liability whatsoever.

13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together & same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to MMTC Limited whose decision shall be final and binding.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments. and all the necessary centering, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, planking, timbering, strutting, shoring etc on all occasion as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the MMTC Limited / Engineer-in-Chief.

14. EVALUATION OF BIDS :

The bids will be evaluated on the parameters fixed for eligibility criteria and the bids of such bidders who do not fulfill the eligibility criteria as mentioned in the Special Terms & Conditions for E-Tender will not be considered for opening of the Financial Bid.

- a. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender both technically and commercially.
- b. The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.
- c. MMTC reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.
- d. The technical assessment of the bid will be carried out by a Committee which would involve past experience documents / credible balance sheet of the firm. The Committee shall have the right to qualify / disqualify the bids as per its / their analysis.
- e. The evaluation of the offers shall be made as package carrying all the items based on the unit rates quoted for the approximate quantities as per Financial Bid. The Financial bid evaluation of the L-1 bidder shall be determined based on the unit rates of all the items.
- f. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

15. LIQUIDATED DAMAGES:

- 15.1 MMTC reserves the right for termination of the contract at any time by giving one month written notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the Contractor who is awarded the work contract in the first place and any excess expenditure incurred on account of this will be recovered by MMTC from the Security Deposit or pending bills or by raising separate claim on the Contractor.
- 15.2 The MMTC will have the right to forfeit the security deposit amount, whole or part thereof or deduct whole or part of the security deposit against payment of amount due to MMTC by way of any loss or damage caused to or would be caused to / suffered by the MMTC by reason of any breach of contract or if any of the terms and conditions contained in the agreement or by reason of Contractor's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC & cannot be contested by the Contractor.
- 15.3 Any damage to the existing structure / property, appliances, furniture & fixture and fittings etc. during execution of the work contract, shall be made good immediately on the spot by the Contractor at his own expense.

16. AGREEMENT

The successful contractor will be required to duly sign an agreement as may be drawn up to suit local conditions and shall pay for all stamp and legal expenses, incidental thereto. The rates quoted by the bidders shall be valid during the currency of the agreement and no escalation is permitted /considered till the completion of the work awarded.

17. PERFORMANCE GUARANTEE:

- 17.1 The Contractor is required to submit a Performance Guarantee as per prescribed Performa (Annexure V) on an appropriate value of stamp paper within a period of 7 days from the date of written notification of award to be made to the bidder, calculated at the rate of ten percent (10%) of the work contract.
- 17.2 The Performance Guarantee will be issued by a scheduled commercial bank other than by any Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 17.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall not be accepted.
- 17.4 In case of Performance Guarantee from a foreign bank situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial bank other than a Co-operative bank or Gramin Bank or Nainital Bank or Dhanalaxmi bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 17.5 Performance Guarantee shall be valid for a period of 60 days beyond the completion of all contractual obligations/ until the termination of the defect liability period whichever is later. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any claim for accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation

Failure of the Contractor to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

18. Bidder's confirmation to read as:

- (a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.
- (b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/

corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.

- (c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.
19. The DVAT / (TDS) as applicable will be deducted from the bill(s) of works done, by the Contractor. Payments only for the executed work shall be made according to the terms and conditions of the tender. It is reiterated that the quoted rates are inclusive of all taxes ,duties, octroi, levies, work contract tax, transportation etc. (except service tax reimbursement for the work executed as per extant service tax rule) and will remain firm till the completion of the works/contract. The VAT,TDS or any other statutory duties, taxes shall be deducted at source as per rules from the running bill/bills by the MMTC Limited.Income Tax at the prevailing rates as applicable from time-to-time shall be deducted from Contractor's bills as per Income Tax Act. Service tax applicable shall be reimbursed against documentary proof for deposition of service tax with service tax department.
20. The bidders are requested to submit an attested copy of the PAN Card, TIN No. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number of the Contractor as all payments/ refunds by MMTC will be done through e-payment mode only.
21. The Contractor shall submit his interim bill/ final bill for the works within **30 days** of final measurement jointly carried out between the Contractor and MMTC. The payment of bill(s) shall be made after effecting all the due recoveries.
22. No payment for 'mobilization advance' shall be made under this contract and the Contractor has to mobilize his own resources for the works. The payment amount shall be released on running bill/bills.
23. The Contractor shall depute competent Supervisor for day to day supervision, coordination, liaison and other works etc. The representative of the Contractor shall attend regular/required meetings to expedite the works and sort out difficulties, if any. The Contractor is responsible for progress of works and also for hurdles, if any, in the progress of works attributable to the Contractor.
24. **TERMINATION OF THE CONTRACT:**
In the event, Contractor fails to execute the work with due diligence or expeditiously or shall refuse or neglect to comply with any orders/ instructions given to him in writing within the scope of the work order or shall contravene the provisions of the work order, MMTC may give notice to the Contractor in writing, calling him to make good the failure within such time which may be deemed reasonable, but not exceeding 30 days & in default, MMTC without prejudice to its right under the work order, may rescind or cancel the work order, holding the Contractor liable for damages and MMTC shall have the option and be at liberty to get the balance /unexecuted work done through some other agency at the risk and cost of the Contractor. The cost so incurred alongwith damages as

decided by the MMTC, shall be recoverable from the dues payable to the Contractor for the work executed under the work order or any other of his dues payable by MMTC.

25. **TERMINATION FOR INSOLVENCY:**

MMTC may at any time terminate the works order by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

26. **ARBITRATION:**

Settlement of dispute between Govt Dept/Public Sector Undertaking :

a) "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such awards may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

b) " 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 by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The Arbitration Act shall not be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the above provisions.

Any dispute arising out in this connection will be subject to New Delhi Jurisdiction only.

27. **FORCE MAJEURE:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments, fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect

of the execution of work shall not be deemed to be waiver/extension of time in respect of the remaining work to be executed.

“If operation of such circumstances exceed one month, either party will 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 contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

28. Increase /Decrease in Work :

The MMTC reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these changed orders. The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

29. Notices, Fees, Bye Laws, Regulations:

The Contractor shall comply with all applicable laws, rules and government acts and notifications including the bye-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required for the plying of trucks, installation of machinery etc., and also for construction of temporary offices, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges as demanded under the law to concerned authorities. In the Contract Price for the Work, the Contractor shall provide for such compliance of work, to be executed and for giving of all such notices, and shall include the payment of all such fees and charges.

30. Separate Contracts

MMTC reserves the right to award the work fully or into parts or other contracts in connection with the Work awarded. The Contractor shall give other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its work and their work. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer-in-Chief /Site Incharge any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper , except as to the defects which may develop in the other Contractor's work after execution of the work.

32. Cleaning of Site

The Contractor shall properly clean the Site as the work progresses and shall remove all rubbish and debris from the Site from time to time as is necessary and as directed by the Engineer-in-Chief / Site Incharge. On completion, the Contractor shall ensure that the premises and/or Site are cleaned, surplus materials, debris, sheds etc removed, areas under floor cleared of rubbish, gutters, drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the Site in-charge so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer-in-Chief / Site Incharge. If the cleanliness of the Site is not completed to the satisfaction of the Engineer-in-Chief / Site Incharge, the same shall be got done from a specialist housekeeping agency and the cost would be recovered from the Contractor.

33 Insurance of Works :

33.1 Without limiting their responsibilities in any way, the Contractor shall at its own expense carry out and maintain the following insurance:

33.1.1 Workmen compensation policy and Third party insurance. The Contractor shall ensure that any sub-Contractor appointed by them shall also have similar insurance coverage.

33.1.2 The Contractor shall insure, in the joint names of the MMTC and the Contractor, against all loss or damage during transit, storage, and execution or installation and commissioning from whatever cause arising, for which he is responsible under the terms of Contract, and also for all loss and damage arising from improper workmanship, earth quake, floods, fire and like in such manner that the MMTC and the Contractor are covered for the period upto 3 months after the entire work/installation is certified complete. The value of the insurance cover should be adequate to cover the replacement value of the material and services.

33.1.3 All payments received from the insurer under the said policy or policies shall be first received by the MMTC and shall be paid to the Contractor in installments for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be. However any delay in receipt of insurance claim amounts shall not entitle the Contractor to any claim on the MMTC nor shall it entitle them for any extension in the date of completion of works.

34 Insurance against accident or injury to Workers:

The Contractor shall be responsible for the safety of Contractor's property, materials, all employees or workmen engaged by them or their Sub-Contractors in connection with the Work and shall forthwith report to the Engineer-in-Chief / Site In charge any incidence of accidents causing damage to property or injury to personnel, however and wherever caused in the Works, and shall make adequate arrangement for rendering all possible aid to the victims of such accident. Contractor shall be obliged to pay any compensation to the employees or workmen employed by the Contractor in the execution of the Work, in accordance with the Workmen's Compensation Act or any other Statute as may be applicable. The Contractor shall continue such insurance during the whole of

the time till such workmen are employed by them or the Sub-Contractors on the Works.

35 Third Party Insurance:

Before commencing the execution of the Works, the Contractor shall insure against their liability for any materials or physical damage, loss or injury which may occur to any property including that of the MMTC and to any person including any employee of the MMTC by or arising out of the execution of the Works or in carrying out of the Contract. Such insurance must be ensured for a minimum coverage to the extent of Rs. 10,00,000/- (Rupees Ten Lakhs) per claim.

36 Insurance - General:

- 36.1 All insurance covers shall be taken from a nationalized insurance company only. If the Contractor desires to take insurance cover from some other insurance company, prior approval from the MMTC /Engineer-in-Chief would need to be taken.
- 36.2 The terms of the insurance policies shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive, indemnify under the policy being brought or made against the MMTC the insurer will indemnify the MMTC against such claims and any costs, charges and expenses in respect thereof.
- 36.3 The Contractor shall provide the MMTC and the Engineer-in-Chief with a copy of each of the Insurance policies and documents taken out by them in pursuance of the Contract immediately after such insurance coverage.
- 36.4 The Contractor shall be responsible for preparing of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the Works damaged or lost. The transfer of title shall not in any way relieve the Contractor of their responsibilities during the period of the Contract's Defect Liability Period.

37 Engagement of Labour:

- 37.1 The Contractor shall make their own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All labour engaged by the Contractor shall be and remain the employees of the Contractor and no claim shall lie against the MMTC by them or the Contractor. The Contractor shall indemnify the MMTC in case any claim is made on them in this regard.
- 37.2 The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act 1970, before the commencement of the work and continue to have a valid license until the completion of work or expiry of guarantee period, whichever is later.
- 37.3 The Contractor shall pay the labour employed by them timely and directly or through Sub-Contractor, wages not less than the minimum wages notified under the Minimum Wages Act.

- 37.4 The Contractor shall in respect of all labour employed by them timely and directly either directly or through Sub-Contractors comply with or cause to be complied with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Workman's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labour (Regulations and Abolition) Act 1970, Building and Other Workers (Regulation and Employment) Act, 1996, Employee's Provident Fund Act, Employees State Insurance Act or any other Act, Rules or Regulations for the labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall maintain all relevant records of such compliance at Site and provide them for independent inspection/ audit. Contractor's payment claims shall be accepted only on fulfillment of all such compliance.
- 37.5 The MMTC shall on a report from the competent authority have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.
- 37.6 The Contractor shall indemnify the MMTC against all or any payments to be made under and for the observance of any Act, Rules and Regulations aforesaid without prejudice to their right to claim indemnity from their Sub-Contractors.
- 37.7 The Contractor shall ensure compliance with the Inter-state Migrant Workmen (Regulation of Employment and Condition of Services) Act 1979 and Rules framed there under all other relevant acts , rules , regulation and by laws.
- 37.8 The Contractor shall maintain all statutory Registers and include there in rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. The Contractor shall cover all their workmen working at the Site, under the ESI scheme and PF Scheme, and directly deposit the required amounts with the concerned authorities. The Proof of deposits of ESI, PF & other statutory liabilities shall be submitted along with each running bill on monthly basis furnishing the individual names and accounts for the man power/labors engaged for a particular month. Self-attested copies of all such documents towards proof of such deposit(s) will be verified/cross checked by the MMTC & only after its verification the actual payment will be released to the Contractor.
- 37.9 Labour licenses, wherever applicable shall be obtained at appropriate time and shall be the responsibility of the Contractor and the Contractor shall indemnify the MMTC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 37.10 The Contractor shall be responsible for compliance of all laws including rules, regulations and notifications made or issued there under, whether by the Central or State Government or any other authority in this regard in respect of or in relation to this Contract.
- 37.11 The Contractor shall be responsible to maintain all records, documents, books, registers, etc under the various legislations including but not limited to labour and industrial laws, whether or not any such law has been specifically mentioned in the Tender Document or otherwise. The Contractor shall be obliged to provide copies of the documentary evidence in the prescribed form and in such form and format which may be requested by the MMTC from time to time.

- 37.12 The Contractor shall make available to the MMTC or the MMTC's Representatives or consultant, access to copies of all records as may be necessary or may be required by the MMTC to demonstrate, ascertain or verify that the Contractor has, in letter and spirit, complied with the applicable laws.
- 37.13 The Contractor shall apply & obtain at its own cost & risk Labour License under the Building & Other Constructions Worker's Act, 1996 and all other applicable acts. The Contractor shall submit a copy of the same to the MMTC before execution of the Work. The Contractor shall enclose proof of submission of Labour cess as per Building & Other Constructions Workers' Welfare Cess Act, 1996 with every bill. In case of Contractor's failure in this regard the same shall be recovered from the Contractor's monthly bill.
- 37.14 The Contractor shall indemnify and shall keep the indemnified the MMTC against all or any damages, costs, compensation, consequences including legal fees which the Company may suffer because of statutory non compliance or failure to take adequate measures in respect of the Work awarded to the Contractor.
- 37.15 The Contractor and all the employees/workers engaged by him for executing the Work under this Contract shall maintain proper discipline as being observed within MMTC's premises.
- 37.16 The Contractor shall apply & obtain at its own cost & risk Labour License/ registration under the Building & Other Constructions Worker's Act, 1996. The Contractor shall submit a proof of submission of application to the MMTC before execution of the Work and a copy of the registration certificate before raising the first bill.
- 37.17 The Contractor shall furnish to the MMTC a self declaration, on a monthly basis, undertaking that all statutory compliances have been complied with.

38 SAFETY REQUIREMENTS –

NOTE -To be strictly followed and implemented at Site.

- 38.1 The Contractor alone shall be responsible for compliance with respect to any safety measures as may be required by law or may be prudent as per the accepted industry practice with respect to the works to be executed under this Contract, under any statutory provisions including but not limited to those specifically provided under the Building and Other Construction Workers (Regulation and Employment) Act, 1996.
- 38.2 The Contractor shall be responsible for providing constant and adequate supervision of the Work to ensure compliance with the provisions of laws relating to safety and for taking all practical steps necessary to prevent accidents and shall appoint a legal, regulatory and compliance team or an external agency competent to handle such works to the satisfaction of the MMTC, at his own cost.
- 38.3 The Contractor shall be liable to follow all rules, regulations, generally accepted safety standards as per the best practice in the industry, whether written or not. The Contractor shall also be liable to do all that is necessary and prudent in the construction industry whether or not mandated in any law or this Contract. The Contractor shall incorporate in their operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code 2016 and regulations of local Authorities. Where the requirements of BIS Codes,

National Building Code and regulations are duplicated by local Authorities, the more stringent regulations shall be deemed to apply.

38.4 All consequences, damages or losses arising by reasons of any violation of safety norms as specified in the Contract shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions. Should any claim proceedings be filed against the MMTC the Contractor hereby agrees to indemnify the MMTC against the same.

40 **Indemnity:**

The Contractor or the sub- Contractor shall indemnify, defend and hold and keep indemnified, the MMTC from and against all actions, suits, claims costs, liabilities and demands brought or made against the MMTC in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the MMTC in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination or expiry of this Contract.

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1 (MIDDLE FLAT) HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

LIST OF APPROVED MANUFACTURERS:

Approved makes of material are listed below. In case it is established that the brands specified below are not available in the market, the Contractor shall submit alternative proposal for the approval of MMTC/Engineer-in-Chief.

S.No.	DESCRIPTION OF ITEMS	APPROVED MANUFACTURERS
	CIVIL WORKS	
1	Ordinary Portland cement (conforming to IS 269)	L&T, Birla, Ambuja, ACC, JP, Vikram Shree or any other brand with approval.
2.	Water proofing compound	Pidilite, fosroc, roffe, Apex, Dr.Fixit
3.	White Portland Cement	Birla white, JK Cement, Nihon Wite
4.	Reinforcement Bar (TMT/ Structural Steel)	Tata/Sail/Rashtriya ISPAT Nigam,kamadhenu etc
5.	Plasticizer/super plasticizer	Fosroc, pidilite, roffe
6.	PVC Pipe and fitting	Prince/ASTRO
7.	PPR Pipe and fitting	PPR /Amitech
8.	Butterfly Valve	Audco
9.	Ball Valve	Zoloto, Leader, Audco
10.	C.P. Hardware fitting	Ebco, Everite, Opel, Hettiche India Pvt.
11.	Angle channels, plantes	TISCO,SAIL
12.	Ceramic fittings	Hindware, Parry, Hindustan, Cera, Neycer of equivalent
13.	Welding electrode	Advani Orlicon
14.	Resin based adhesive	Fevicol, Vamicol

15.	Welded mesh	Swish weldmesh, irc, multiweld wire co
16.	Paints & Polish	Asian, Berger,ICI,Nerolac
17.	Lime	Satna lime
18.	Oil Bound	Berger, Asian,Nerolac
19.	Texture paint	Spectrum, heritage, gk tecnocem ltd.
20.	Anchor fastner	Hilti, Greaves cotton
21.	Chequered tile	Nitco, Modern
22.	A. Glazed tile	Kajaria, somany, euro, Bell granite
23.	B. Vitrified tile	Kajaria, Somany, Euro, Bell granite, Jhonson, Nitco, Asian or equivalent
24.	White Cement	Birla, JK
25.	Toughened/tempered glass	GSC, Gurind trutuff, allied glasses pvt. Ltd.
26.	Poly-carbonate sheet	GE Plastics
27.	Glue	Fevicol/Vemicol
28.	Glass Plain/Mirror	Modi Float/Saint Gobain

Sl. No.	DETAILS OF MATERIALS	MANUFACTURERS NAME
	<u>Electrical Works</u>	
1.	PVC Conduits & accessories	BEC(Grey)/Polypack
2.	MS conduits and accessories	BEC/AKG
3.	PVC insulated copper conductor wires (with Unilay Conductors)	Finolex/National/Skyline/POLYCAB/Havels
4.	Miniature circuit breakers	Legrand/Indo Kupp/Hager/Merlin Gerin
5.	Moulded Case Circuit Breakers	L&T/Schneider/GE
6.	Modular Type Switches & Socket, telephone	MK India/Crabtree, ABB/ANCHOR ROMA/North West/L&T
7.	Telephone wires/TV Wire	Finolex/Delton/National/Skyline/Polycab
8.	PVC Insulated Aluminium conductor armoured cables	Skytone/National/Fort Gloster
9.	Cable Glands	Comet make
10.	Cable Lugs	Dowel crimping type
11.	A/C metal clad socket & top	Hager/havells
12.	Earth Leakage Circuit breaker	Legrand/Indo Kupp/Hager/Merlin Gerin
13.	Distribution Boards	MDS/M&G/L&T-Hager
14.	Telephone Tag Block	Krone

Note:

The Contractor shall provide samples of materials before undertaking the work for the approval of the MMTC/architect.

- 1.1 Samples of all materials and other articles required for use on the work shall be got approved before the starting of work. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI certificate mark. In case, articles bearing ISI certification mark are not available articles manufactured by firms of reposes shall be used & the same shall be got approved from Site-In-charge, MMTC Limited.

1.2 All material and articles brought by the Contractor to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the MMTC/EIC/Consultant.

(Stamp & Signature of Bidder & Date)

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: _____

Name

Designation

TERMS AND CONDITIONS AS AGREED

(a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.

(b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.

(c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

Signature _____
Name _____
Designation _____
Company/Firm _____

Date _____

Place _____

DECLARATION BY BIDDER

I hereby declare that:

Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government Agencies/ Public Sector Undertaking/Govt. Authority.

Signature

Name

Designation

Company/Firm

Date _____

Place _____

--

N.B. The Above documents form part of TECHNICAL BID (PART-I).

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. _____ dated _____

MMTC Limited

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core – 1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi – 110003 India (hereinafter called ‘the MMTC’) have entered into Contract No. _____ dated ____ (herein after called ‘the CONTRACT’) for _____ with M/s. (name)_____ address _____ (hereinafter called the ‘XX’).
2. AND WHEREAS the ‘XX’ under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____
3. AND WHEREAS at the request of the ‘XX’, we, _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to pay to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the ‘XX’ in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the ‘XX’ has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the ‘XX’ notwithstanding any dispute raised by ‘XX’ in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until _____ (____date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____(Expiry date).
7. Your letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
11. We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____

Yours faithfully
For and on behalf of
_____ **Bank**
(Address)

(Banker's Seal)

PART-II

FINANCIAL BID

**E-NIT FOR REPAIR / RENOVATION OF OF DUPLEX TYPE FLAT IN
L-1/1 (MIDDLE FLAT),HAUZ KHAS ENCLAVE, NEW DELHI-110016**

No. MMTC/Estate/382/VII/17-18

Dated: 19th May 2017

BOQ for Repair & Renovation of L1/1 Flat (Middle) at HauzKhas Enclave,New Delhi				
Item	Item Description	Unit	QTY.	Amount
A	CIVIL WORKS			
1	Providing half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in super structure above plinth level.	SQM	35.00	
	Cement(1:4)			
2	15 mm cement plaster on the rough side of single or half brick wall of mix :1:4 (1 cement: 4 fine sand)	SQM	30.00	
3	Cement spunch dana (1 1/2 to 2 no. chips) mix with grey cement 1:1 over base of 15mm thick cement plaster including grooves as per details to match the existing finish.	SQM	50.00	
4	Special repairs to the columns/beams of walls thickness 10mm to 20mm in patches of over area 2.5 sq. meters and under including cutting the patches in proper shape raking out concrete and preparing and plastering the surface of the roof complete including d	SQM	35.00	
5	P/F Fibre sheet on Existing Shed	SQM	10.00	
6	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chall	SQM	150.00	
7	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel	kg	150.00	
B	FLOORING AND WALL TILES			
1	Providing and laying 18 mm thick polished granite with cement mortar 1:4 (1 cement : 4 coarse sand), base mortar complete with first quality granite polish etc.	SQM	1.00	
2	Providing and fixing 20mm thick polished Kota stone flooring in cement mortar 1 : 4 (1 cement : 4 coarse sand) : including the cost of grinding etc.	SQM	45.00	
C	FINISHING AND PAINTING			
1	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 scratches etc. complete.	Sqm	350.00	

2	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats	SQM	50.00	
3	Providing plastic emulsion paint on walls and ceiling three coats including cost of scrubbing and providing base of approved shades and make (Dulux, Berger, Asian and Nerolac).	SQM	350.00	
4	Providing and applying white cement based putty on walls average thickness 1mm of approved brand and manufacture over the plastered wall surface to prepare the surface even and smooth complete.	SQM	350.00	
5	Finishing exterior walls with weather proof Apex ultima of required shade :New work (Two or more coats)	SQM	220.00	
6	French sprit polish on wood work including the cost of grinding etc.	SQM	100.00	
D	DOORS AND WINDOWS			
1	Providing and fixing 35mm thick flush door non decorative type ISI marked including lipping on edged with 2nd class teakwood battens 25mm thk. The rate includes the cost of stainless steel butt hinges handles and locks with necessary screws.	SQM	4.00	
2	Repair of existing windows frames and shutters replacing the mosquito net hinges handles and tower bolts etc. excluding the cost of painting.	SQM	10.00	
3	Repair of existing door frames and shutters including the cost of stainless steel hinges tower bolts and locks excluding the cost of painting.	SQM	20.00	
4	Providing and fixing full height wooden partition made out of 50mmx50mm kail/pine wood with 8 mm thick commercial ply on both sides & providing 1.00 mm thick laminate on ply wood of approved shade & make including Providing and fixing door frame of teak wood of size 75x50mm duly polished	SQM	10.00	
E	SANITARY AND PLUMBING WORKS			
1	Providing and fixing white glazed vitreous china single trap syponic pattern having back inlet supporting chair wall hung water closet with concealed cistern complete with all internal fittings/ accessories and CP brass flush bend (European type)water closet	EACH	1.00	
F	ELECTRICALS			
1	Dismantling existing switches, sockets & MS boxes, & repairing the surface with cement mortar	JOB	1.00	
2	Providing & fixing GI boxes suitable for modular switches			
	1 Module	nos.	4.00	
	3 Module	nos.	12.00	
	6 Module	nos.	16.00	
	8 Module	nos.	3.00	
	12 Module	nos.	1.00	
3	Providing & fixing Modular Plate suitable for modular switches including repairing of surface with plaster & rcc			

	1 Module	nos.	4.00	
	3 Module	nos.	12.00	
	6 Module	nos.	16.00	
	8 Module	nos.	3.00	
	12 Module	nos.	1.00	
4	Providing & fixing modular 5 Amp switches for light,fan,exhaust,bell points.	nos.	34.00	
5	Providing & fixing modular 5 Amp switches n sockets for plug points	nos.	18.00	
6	Providing & fixing electronic regulator for fans.	nos.	7.00	
7	Providing & fixing modular 15 Amp switches & sockets for power points	nos.	15.00	
8	Providing & fixing modular 32 Amp DP switch & socket for AC	nos	6.00	
9	Providing & fixing modular 5 Amp switches n sockets with wiring of 2 x 2.50 sqm + 1 x1.50 sqm	nos	3.00	
10	Providing & fixing modular 15 Amp switches n sockets with wiring of 2 x 2.50 sqm + 1 x1.50 sqm	nos	2.00	
11	Providing & fixing modular 5 Amp switches with wiring of 2 x 2.50 sqm + 1 x 1.50 sqm	nos	5.00	
12	Providing & fixing modular 5 Amp switches with wiring of 2 x 1.50 sqm + 1 x 1.00 sqm	nos	3.00	
13	Providing & laying 2.5 sq mm copper wire for inverter points at switch boards	mtrs	100.00	
	SUPPLY AND INSTALLATION OF LIGHT FITTINGS AND FIXURES.			
14	Supply of wall light fittings with LED lamps complete as required. (The rate for supply of fitting is just for estimate purpose with basic rate of fitting including lamp as Rs.800.00).	EACH	15.00	
15	Supply of wall light fittings with Led Lamps complete as required (the rate for supply of fitting is just for estimate purpose with basic rate of fitting includin lamp as Rs.2300)	EACH	5.00	
16	Supply of 1200 mm sweep double ball bearing ceiling fan complete as required.	EACH	1.00	
G	MODULAR KITCHEN			
1	Providing and fixing modular kitchen in BOXINWPC 18 MM/6 MM (ALSTONE) , SHUTTER in WPC HI GLOSS Laminate /MICA with soft closure hinges, handles ,shelf,pins ,wire baskets in different sizes with ozone make channels etc complete in all respect	sqm	9.00	
2	Providing and fixing of sink with drain board.	each	1	

3	Providing and fixing exhaust fan including necessary wiring complete.	each	1.00	
H	Miscellenious			
1	Grinding Polishing on Kota stone/ Marble chips	Sqmt	250.00	
2	Dismantling of RCC slab, Brick Work, Floor Tiles, Wooden Cupboards, Wall Tiles, Carpet, Dismantling Electrical Wiring Fixture etcetc	Job	1	
3	Removing of Malba	Cum	25	
4	Marble stone flooring with 18 mm thick marble stone, as per sample of marble approved by Engineer-in-charge, over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with grey cement slurry, including rubbing and polishing complete with Agaria White	Sqmt	15	
5	Providing and laying PVC door near servant quarters	each	1	
6	Providing and fixing M.S Grills in windows including priming coat	Kg	50	
	Total			