



MMTC LIMITED, NEW DELHI
(A Govt. of India Enterprise)

ESTATE DIVISION

No. MMTC/Estate/918/16-17

Dated 27.02.2017

TENDER DOCUMENT

**E-NIT FOR DISTEMPERING INTERNALLY OF B, C, D AND E TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/Estate/918 /2016-17

Dated 27.02.2017

Technical BID

Part – 1

Start date for Downloading tender document	27.02.2017	From 1400 HRS
Last date for Downloading tender document	27.03.2017	Up to 1700 HRS
Due date of tender submission (Technical & Financial Bid)	28.03.2017	Up to 1500 HRS
Technical Bids opening Date	29.03.2017	at 1100 HRS

Downloaded by:

M/S

**E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

No. : MMTC/Estate/918/16-17

Dated 27.02.2017

INDEX

S.No.	Description – Part I (Technical bid)	Page No.
1	Technical bid	2
2	Appendix	4
3	Tender Document	5
4	Eligibility Criteria/Special terms & conditions for e-tender	7
5	Instructions to Bidders- Tender Submission Procedure	10
6	General instructions for Bidders	12
7	General terms and conditions	15
8	List of approved manufacturers	22
9	General check list for guidance for submission of offer/bids	23
10	Proforma for e- payments	27
S. No	Description – Part II (Financial bid)	Page No.
1	BOQ for Price Bid	34

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/Estate/918 /2016-17

Dated 27.02.2017

Appendix

- 1. Period of completion** : On Work Order basis from time to time from the day of issuance of Letter of Intent/Work Order

- 2. Defect Liability period** : 6 months from the date of Issuance of Completion certificate.

- 3. Earnest Money Deposit** : Rs. 75,000/- (Rupees Seventy Five Thousand Only)

- 4. Participation Fee** : Rs. 500/- (Rupees Five Hundred Only) – Non-refundable

- 5. Address of work site** : MMTC Housing Colony, Sri Aurobindo Marg, New Delhi – 110017

Subject: E-NIT FOR DISTEMPERING INTERNALLY OF B, C, D AND E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/Estate/918/16-17

Dated 27.02.2017

Tender Document

MMTC Limited (A Govt. of India Enterprise) invites E-bids for distempering internally of B, C, D & E Type flats in MMTC Housing Colony, New Delhi from well-established and reputed firms having experience in similar kind of works. Interested bidders fulfilling minimum eligibility criteria as mentioned in Page no. 7 of this tender document may submit their bid quoting their most competitive rates 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 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 before 1500hrs of 28/03/2016.

1. Proof of documents for similar nature of works carried out with Govt. Institutions/PSU's / Private Organizations of repute in the last three financial years i.e. 2013-14, 2014-15 & 2015-16.
2. Performance Certificate of the completed works duly authenticated/Certified by an Officer not below the rank of Executive Engineer or equivalent should be furnished separately for each completed work as given under 1 above on the concerned organization's letterhead.
3. Proof of valid registration with statutory authorities for Work Contract, Tax/VAT, TIN & Service Tax certificates etc., if applicable.
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.75,000/- (Rs Seventy Five Thousand only) 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** performa /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 IV), Declaration by the bidder (Annexure V) and list of similar assignments completed in last three years only (Annexure VI) with the Technical Bids.

<u>Sl.No.</u>	<u>Particulars</u>	<u>Details</u>
1	Last date for downloading of tender document	27.03.2017 Up to 1400 Hrs
2	Participation Fee	Rs.500/- (Rs Five Hundred only)-Non-refundable.
3	Earnest money deposit (EMD)	Rs.75,000/--(Rupees Seventy Five only)
4	Due date of Tender (two bids) submission : through e-bidding	28.03.2017 Up to 1500 Hrs
5	Technical bid's [e-bid] opening date	29.03.2017 at 1100 Hrs
6	Period of work contract	One Year
7	Defect liability period	6 months from date of completion of work
8	Address of work site	MMTC Housing Colony Near Adhchini, Sri Aurobindo Marg New Delhi 17.

N.B. – Financial bid or rate should not be reflected in any case in the Technical Bid either through E-mode or in Hard Copy.

**E-NIT FOR DISTEMPERING INTERNALLY OF B, C, D AND E TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

No. MMTC/Estate/918/2016-17

Dated 27.02.2017

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 well-established eligible bidders who have successfully completed three similar types of works in Govt. Institutions/PSUs/ private sector organizations of repute during the last 3 (Three) financial years

Special terms & conditions for e-tender are as given below:

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 one time 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 website <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 :

Sr. No	Name	Email-id	Phone Number
1	Pankanj Kumar Verma	pankaj.verma@c1india.com	9910433177

3. Earnest Money Deposit and Participation Fee in original along with Technical bid portion hoisted by MMTC and downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form also on or before the closing date and time of the tender, as a mark of acceptance. The Technical bids received after the closing date and time shall be summarily rejected. The sealed envelope should be super- scribed as “Technical Bid Portion of E-NIT for Distempering internally of B,C, D and E type flats in MMTC Housing Colony, New Delhi” 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.

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

4. Please note that the tenders submitted without the requisite 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.

Therefore, it is the prime responsibility of the bidder to acquaint themselves to understand the tender requirements fully before submission of their tender/bid.

6. **COMPLETION PERIOD:** On Work Order basis from time to time from the date of issuance of Letter of Intent/Work Order.
7. The subject NIT is invited for distempering internally of B, C, D and E Type flats with different paints such as oil bound distemper, synthetic enamel paint, etc. The above works shall comprise necessary Civil works like repairs to plaster work etc. complete in all respect in MMTC Housing Colony, New Delhi.
8. The technical bids shall be opened on 29.03.2017 at 1100 Hours in the presence of bidders or their duly authorized representatives who may like to be present in Estate Division, 2nd floor, Scope Complex, Lodi Road, New Delhi. The date of opening of financial bid shall be informed later to the bidders who qualify in the technical evaluation process through phone/e-mail at the phone number/e-mail address given by them in their Technical Bid.
9. **Offer validity:** The offer should remain valid for a period of 60 days from the date of opening of Financial bid.

- 10.** Purchase and supply items should be as per the NIT and instructions of Engineer/Site In-charge and samples/brands should be approved by MMTC before use. Tenders with any deviation shall be summarily rejected at the sole discretion of MMTC Limited.

- 11.** 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 requirements.

**Yours faithfully,
For MMTC Ltd.**

General Manager (Estate)

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

ESTATE/ 918/16-17

Dated 27.02.2017

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 B.O.Q.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. 75,000/- (Rupees Seventy Five 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 Hundred only) 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 WORK CONTRACT TAX, VAT, EPF/ESI/TIN, PAN NO, SERVICE TAX, LOCAL AUTHORITIES 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 / PROPRIETORSHIP DEED, MEMORANDUM & ARTICLES OF ASSOCIATION/CERTIFICATE OF INCORPORATION ETC. THE DETAILS OF MANPOWER ENGAGED BY THE FIRM / COMPANY MAY ALSO BE INDICATED

INCLUDING QUALIFIED AND EXPERIENCED SUPERVISORS/ENGINEERS. **If submitted- tick (yes)**

6. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS AND ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM 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 IN THIS TENDER. WE ALSO CONFIRM THAT THE WORK SHALL BE DONE WITHIN THE STIPULATED PERIOD AS PER THE TERMS AND CONDITIONS OF THIS E-NIT.

N.B.

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):

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

FOR MMTC LIMITED

Arun D'Rozario
General Manager(E)

P.S. Contact person for any clarification: Shri S K Dutta, Sr. Manager (Estate),
Phone: 011-24381338

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/ESTATE/ 918/16-17

Dated 27.02.2017

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Technical Bid portion along with EMD & 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 and MMTC shall not be responsible for any postal delays.

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(s) 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/ 26568892) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.

3 (a) The Block-wise total no. of flats for distemporing are as under:-

Sl.No.	Block	No. of Flats	Area in sq.mtr
1	B Block	50	166
2	C Block	44	233
3	D Block	16	290
4	E Block	05	525

4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period. However, the same shall be converted into Performance Bank Guarantee for the successful bidder, performa for which is enclosed. (Annexure - III)

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 successful bidder shall have to execute an agreement with MMTC immediately after issuance of first Work Order. The agreement shall remain valid initially for a period of one year with a provision of an extension /renewal for a further period of one year on mutually agreed terms and conditions. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).

7. The successful bidder 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 to the MMTC Limited.

10. 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 any subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.

11. 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 tender documents. The responsibility of the contractor commences from the date of issue of LOI(s)/Work Order(s) and all the terms and conditions of the contract shall be applicable from such date.

12. Completion time shall mean the period / date specified in the letter of intent, work order, tender document.

13. The contractor shall furnish to MMTC, the name, designation and address of his authorized representatives acting on his behalf. The complaints, notices, communications, reference(s) 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.

14. The bidder should study all the tender documents carefully and understand the conditions and specifications etc.

15. The bidder 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.

16. Timely completion of the work is the essence of contract. Successful bidder shall complete the work within the stipulated time. The contractor can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deemed fit.

17. The metric units given in the schedule of quantity should be read as the nearest equivalent of sizes in Foot Pound Second system (FPS). In case of any discrepancy in the FPS & MKS system in the schedule of quantity/drawing the decision of the MMTC shall be full & final and binding on the contractor. 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-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/ESTATE/ 918/16-17

Dated 27.02.2017

GENERAL TERMS & CONDITIONS

1. The work shall be executed mainly in B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI
2. The quantities mentioned in the tender are approximate. The running payment shall be made on the basis of actual works 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 etc required for the works.
4. The minimum water shall be provided by MMTC in general without any cost. However, if need be, water tankers shall be put to use by Contractor at his own cost.
5. The restricted supply of water is available in the colony flats and judicious use is required. However, the electric power requirements for the project shall be borne by the Contractor.
6. The payment shall be made on actual works executed as per the approved rates based on actual measurements.
7. The rates of extra non-scheduled items if any, shall be based on the rates quoted in the item for 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.
8. 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 MMTC Housing Colony and also shall make good the installation damages, if any, during the execution.
9. The period of work contract shall be one year from the date of first 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 extended period, if any, as approved by GM (E&A) MMTC Limited shall levy a penalty for delayed completion which shall be Rs. 5000/- (Rupees Five Thousand only) per week for the delayed period subject to the maximum of 10% of the contracted amount. The employer shall have the right to

deduct such amount from any money due to the contractor. The incomplete work, if any, will be got done by MMTC at the risk and cost of the contractor by MMTC.

10. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the contractor.

11. The bidders shall deposit Rs.75,000/- (Rupees Seven Five Thousand only) 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.

12. Defect Liability Period – The amount towards the defect liability will be deducted and retained from the payment @ 10% of value of work done and it shall be refunded to the contractor on virtual removal of the defect which shall be 6 months from the date of completion/virtual completion of the works.

13. The labourers 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 timely pay to the labourers engaged by him in connection with the work wages not less than the minimum wages as 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 Contractor Labour (Abolition & Regulation) 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.

14. 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 the Employer 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.

15. EVALUATION OF BIDS :

The minimum evaluation criteria of offers will be as follows:

15.1 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 Tender Document 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 for Government Institutions/PSUs/ private organizations of repute. 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 bidder's 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 consolidated unit rates of all the items.
- f. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

16. LIQUIDATED DAMAGES:

16.1 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/ pending bills or by invoking the Performance Guarantee by raising separate claim on the contractor.

16.2 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.

16.3 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 expenses.

17. AGREEMENT

The successful bidder may 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, incidentals etc. 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.

18. PERFORMANCE GUARANTEE:

18.1 The successful bidder is required to submit a Performance Guarantee as per prescribed Performa (Annexure III) on a non-judicial stamp paper worth Rs.100/- within a period of 30 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.

18.2 This Performance Guarantee shall be issued by a nationalized/scheduled commercial bank other than a Co-operative bank or a Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.

18.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall also be not accepted.

18.4 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 a 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.

18.5 Performance Guarantee shall be valid until the termination of the defect liability period. 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 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 successful bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

19. 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 timely completion of 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. 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.

20. 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 work 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. The running bills will be paid if the amount of work done is more than Rs. 50,000/-. 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.

21. 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 to the Contractor as all payments/ refunds by MMTC will be done through e-payment mode only.

22. 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.

23. 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.

24. 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.

25. TERMINATION OF THE CONTRACT:

In the event, contractor fails to execute the work with due diligence or expedition 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 this work order or any other of his dues payable by MMTC.

26. TERMINATION FOR INSOLVENCY:

MMTC may at any time terminate the work order(s) by giving written notice to the service provider, without compensation to the service provider, if the service provider 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.

27. DISPUTE RESOLUTION:

(A) ARBITRATION CLAUSE

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be at “Delhi”

(B) JURISDICTION CLAUSE

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

28. 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 labour 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 works executed shall not be deemed to be waiver/extension of time in respect of the remaining works 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.

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/ESTATE/918/16-17

Dated 27.02.2017

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 MANUFACTURER
1	Paints and polish	Asian,Berger,ICI,Nerolac
2	Oil Bound/Dry Distemper	Berger, Asian, Nerolac
3	White Portland Cement	Birla White, JK Cement,
4	Ordinary Portland Cement (Conforming to IS 269)	L&T,Vikram, Birla, Ambuja, ACC, JP
5.	Putty	Birla Putty

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 starting the work. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI Trade mark. In case, articles bearing ISI certification mark are not available, articles manufactured by firms of reputes 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)

E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D and E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

No. MMTC/Estate/918/16-17

Dated 27.02.2017

GENERAL CHECK LIST OF GUIDANCE FOR SUBMISSION OF OFFER/BID(s)

Bidders are also requested to duly fill-in this general check list. The check-list, signed and stamped on each page by the person(s) signing the tender may be submitted along with the Technical Bid Part-1 of the tender and also ensure that all details/documents have been furnished as called for in this tender.

EMD Rs. _____ (Rupees _____ only)	Amount (Rs.): by way of Demand Draft/ Banker's Cheque/ Pay Order in favour of MMTC Limited payable at New Delhi		DD/BC/PO No. : Date : Issuing Bank :
Participation Fee cost Rs. _____ (Rupees _____ only)	Amount (Rs.) : by way of Demand Draft/ Banker's Cheque/ / Pay Order in favour of MMTC Limited payable at New Delhi		DD/BC/PO No. : Date : Issuing Bank :
Annual Turn over (Audited Balance Sheet – Trading, P & L account / copy of Income Tax Returns TDS for the years mentioned herein in accordance with NIT).	Financial Year	Amt (Rs.)	List of document enclosed
	2013-14		
	2014-15		
	2015-16		
Proof of financial soundness and solvency certificate duly certified by bank.			

<p>Work Order executed during the last 3(three) preceding years (Copies of similar work orders along with completion certificates or any other proof certifying the Work Order completion Value issued by the concerned organizations on their letterhead</p>	<p>1.Work Order No. dated.....issued by M/s _____</p> <p>2. _____</p> <p>3. _____</p> <p>FY2013-14</p>	<p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p>
	<p>1.Work Order No. dated.....issued by M/s _____</p> <p>2. _____</p> <p>3. _____</p> <p>FY2014-15</p>	<p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p>
	<p>1.Work Order No. dated.....issued by M/s _____</p> <p>2. _____</p> <p>3. _____</p> <p>FY2015-16</p>	<p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p> <p>Work Order Completion value Rs.</p>

DESCRIPTION		YES / NO (In all the Blank space below please fill either Yes or No only)	REMARK
<p>Company profile, Power of Attorney / Authorization on Company's letter head in favour of person who has signed the offer.</p>			<p>Please enclose the self attested document such as Declaration of proprietorship or Partnership deed or power of attorney etc.</p>
<p>Work Contract Tax VAT PF code No.</p>			<p>Enclose the self attested copy of registration certificate</p>

ESI code No. TIN No. Sales Tax No. PAN No.			Enclose the self attested copies of registration certificates.
Whether blacklisted / put on holiday list of any Central /State Department, PSU's and Major Institutional / Industrial establishments			
All the documents furnished are readable / legible.			Please ensure filling : the tender in readable / legible form.
Original tender / Bidding document submitted			Please submit the : complete tender document.
Validity of offer up to 60 days from the date of opening of Financial bid.			: Please certify
Each & every page of documents submitted are signed by authorized person & stamped			Please ensure signing : & stamping of each page of tender.
All corrections properly attested by the person signing the bid.			Please ensure signing : & stamping the correction, if any.

Name & Signature of Bidder

ANNEXURE -I**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
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**

9	E-mail ID (if any)	
---	--------------------	--

(B) In case you do not have an account with HDFC Bank, then please provide the following details, so that we can transfer funds through RTGS mode:-

1	Bank Account No.	
---	------------------	--

2	RTGS IFSC Code	
---	----------------	--

3	NEFT IFSC Code	
---	----------------	--

4	Bank Name	
---	-----------	--

5	Bank Branch Name	
---	------------------	--

6	Branch code	
---	-------------	--

7	Bank Location	
---	---------------	--

8	Account Type (Saving/Current)(SA/CA)	
---	---	--

9	E-mail ID (if any)	
---	--------------------	--

A blank cancelled cheque has been enclosed: YES/NO

Thanking you,

(Vendor's/ Customer's Name & Signature)

Certified by Bank regarding Banking Details

(Bank Seal & Signature of Authorized Signatory)

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 payment 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)

ANNEXURE IV

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 _____

ANNEXURE V

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 _____

Annexure-VI

LIST OF SIMILAR ASSIGNMENTS COMPLETED IN LAST 3 YEARS ONLY

Sl No	Name of Work/Project completed	Short description of the work	Name and address of Owner/ site	Value of Work/ Project	Date of Start of Work/Project		Expected Date of Completion		Liquidate d damages, if any imposed on contracto r	Performanc e certificate attached (YES/NO)
					Stipula ted	Actua l	Stipul ated	Actu al		

Note:

1. The list of Works/Projects mentioned above should be substantiated with documentary evidence such as Work Orders/Contract Agreements and Completion/Performance Certificates.
2. Completed Works mentioned without Completion/Performance certificates shall not be considered for evaluation.

Signature _____

Name _____

Designation _____

Company/Firm _____

Date _____

Place _____

PART II

(FINANCIAL BID)**E-TENDER FOR DISTEMPERING INTERNALLY OF B, C, D & E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI**

No. MMTC/Estate/918/2016-17

Dated 27.02.2017

S.No	DSR Ref. No.	Descriptions	Unit	Rate per unit (Rs.)	Rate in words.
1	14.46	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.	Sq. mtr.		
2	14.1	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead :			
2.1	14.1.1	With cement mortar 1:4 (1 cement : 4 fine sand).	Sq. mtr.		
3	13.26	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete	Sq. mtr.		
4	15.60	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	Cu.mtr.		

		including all lifts involved.			
5	14.45	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :			
5.1	14.45.1	Old work (one or more coats)	Sq. mtr.		
6	14.54	Painting with synthetic enamel paint of approved brand and manufacture of required color to give an even shade :			
6.1	14.54.1	One or more coats on old work.	Sq. mtr.		
7	13.71	Lettering with black Japan paint of approved brand and manufacture	Per letter per cm height		
8	14.44	Distempering with dry distemper of approved brand and manufacture (one or more coats) and of required shade on old work to give an even shade.	Sq.mtr.		

Date:

Signature/Seal of the Contractor

Note:- Approximate quantities of work to be carried out is found in page no. 12 Sl. No. 3 (a) of the General Instruction to the bidders. However, bidders are requested to provide only rates per unit.

