

Bid Identification No/Tender Call Notice No-MMTC/BBN/CSR-1/2015-16 dated
03.11.2015



MMTC LIMITED : SRO : BARBIL

TWO BIDS DOCUMENT

DETAILED TENDER CALL NOTICE

NAME OF THE WORK

Construction of Toilets, Water reservoir, Installation of Bore wells for drinking water and Group hand washing project under CSR scheme at different schools of Joda, Champua, Jhumpura & Sadar Blocks of Keonjhar District.

**OFFICE OF THE ADITIONAL GENERAL MANAGER, SUB-REGIONAL OFFICE- BARBIL,
KALINGA ROAD, DIST- KEONJHAR, ODISHA
PHONE- 06767-275479/9437153411
E-mail : mmtcbarbil@mmtclimited.com**

MMTC LIMITED : SUB-REGIONAL OFFICE : BARBIL**OFFICE OF THE Addl. GENERAL MANAGER****INVITATIONS FOR BIDS (TECHNO COMMERCIAL & FINANCE BIDS)****Bid Identification No/ Tender Call Notice No. – MMTC/BBN/CSR-1/2015-16 dated 04.11.2015**

1. The Addl.General Manager, Sub-Regional Office, Barbil invites **percentage rate bids** on behalf of MMTC Limited, a Government of India Enterprise for the construction work as detailed in the table below from the contractors registered with the State Governments and Civil Contractors of equivalent Grade / Class registered with Central Government/CPSU / MES / Railways mentioned in the table colum-7 for execution of Civil works on production of definite proof from the appropriate authority, as a compliance to Techno Commercial Bid.

2. The bidders may submit bids for the following work .

Sl No	Name of the work	Bid value of work(Rs.)	EMD (Rs.)	Cost of document including (Rs.)	Period of completion	Class of contractor
1	2	3	4	5	6	7
1	Construction of Toilets, Urinals & Installation of bore well at Shree Jagannath High School, Jurudi, Joda block	4,46,914/-	8,938/-	2000/- + VAT @5%	3(Three) calendar months	A,B,C & D
2	Construction of Toilet(s) & supply of drinking water from existing bore well with over head tank at Rama chandrapur UG UP School, Joda block	1,96,550/-	3,931/-		3(Three) calendar months	A,B,C & D
3	Construction of water reservoir at ground level & roof top level for supply of drinking and hand wash water at Bamebari High School, Joda block	62,002/-	1,240/-		3(Three) calendar months	A,B,C & D
4	Installation of bore well for drinking water at Kalinga Primary School, (Hatai hatting) Laxminagar, Matkambeda, Joda block	2,52,175/-	5,044/-		3(Three) calendar months	A,B,C & D
5	Construction of Toilet(s) & Urinal(s) at Balabhadrapur Girls Primary School, Rimuli, Champua block	1,57,031/-	3,141/-		3(Three) calendar months	A,B,C & D
6	Construction of Toilet(s) & water supply from existing bore well at Rimuli High School, Champua block	5,39,986/-	10,800/-		3(Three) calendar months	A,B,C & D
7	Construction of Toilet(s) & Installation of bore well for drinking water at Ekamra High School, Kashipal, Jhumpura block	5,40,735/-	10,815/-		3(Three) calendar months	A,B,C & D
8	Construction of Toilet(s) at Panchayat Adivasi High School, Kutugaon, Jhumpura Block	2,83,885/-	5,678/-		3(Three) calendar months	A,B,C & D
9	Construction of	2,59,275/-	5,186/-		3(Three) calendar	A,B,C &

	Toilet(s),Urinal(s) & water supply from existing over head tank at P.S. Girls High School,Jhumpura,				months	D
10	Construction of Toilet(s) water supply from existing over head tank atMahalaxmi High School, Padmapur, Sadar block	1,60,561/-	3,211/-		3(Three) calendar months	A,B,C & D
11	Construction of Group hand washing project and water supply from existing over head tank at Mochhibandh High School, Keonjhar, Sadar Block	52,371/-	1,047/-		3(Three) calendar months	A,B,C & D
12	Construction of Group hand washing project and water supply from existing over head tank at K.B. High School, Bhusugaon, Joda block	32,265/-	645/-		3(Three) calendar months	A,B,C & D

TERMS & CONDITIONS :

1. Bid documents consisting of detailed tender Call Notice , the schedule of quantities/B.O.Q. and the set of terms & conditions of contract and other necessary documents can be collected from office of Addl.General Manager, MMTC Limited, Barbil from **04.11.2015 to 10.11.2015(1 PM)**.
2. The Detailed Tender Call Notice can be downloaded from official website of MMTC Limited (www.mmtclimited.com). The schedule of quantities/B.O.Q to be collected from the Office of Addl.General Manager, SRO, Barbil. Duly completed tender documents in Two Bids basis to be submitted manually along with non-refundable fee as indicated in the column 5 towards cost of each bid documents in the shape of demand draft issued from any Scheduled/Nationalised Bank(except the Co operative banks) in favour of the MMTC Limited, payable at Barbil **by 10.11.2015 (1.30 P.M.)**. The company will not be responsible if any portion of the bid document is modified and in all cases the conditions stipulated in the original documents kept in the office of the undersigned shall prevail.
3. The Bids will be opened on **10.11.2015 at 3.30 P.M.** in the O/o the Addl. General Manager in the presence of the bidders who wish to attend. If the office happens to be closed on the date of opening due to any ground, the bids will be opened on the next working day at the same time and venue.
4. Other details can be seen in the bidding documents.
5. The MMTC reserves the right to reject any or all the tenders so received without assigning any reason thereof. It also reserves the right to award the work to one or more bidders depending upon the nature and exigency of work.

Sd/-
Addl. General Manager
Sub-Regional Office,Barbil

DETAILED TENDER CALL NOTICE

1. Sealed Percentage rate bids are invited from 'A' , 'B','C' & 'D' **Class (As per NIT above)** contractors registered with the State Government / Central Government having registration for Civil works for execution of Civil work on production of definite proof from the appropriate authority not below in the rank of Executive Engineer in prescribed form to be eventually drawn in for the work- Construction of Toilets, Water reservoir, Installation of Bore wells for drinking water and Group hand washing project under CSR scheme at different schools of Joda, Champua ,Jhumpura &Sadar Blocks in Keonjhar District of civil works at an approximately estimated cost noted against each in the Notice inviting tender.

This tender is on turnkey basis and only tenderers with sound financial background capable of investing need apply. **MMTC shall neither give any advance nor supply any material /machinery/Labour/ POL for the work.**

2. This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

3. The Bid document can be downloaded from official Website of MMTC (www.mmtclimited.com), against a non-refundable fee of **Rs.2000/-(+Applicable VAT) (As per NIT above)** only towards cost of bid documents of each project in form of demand draft issued from any Scheduled Bank(other than co operative Banks) Bank in favour of MMTC Limited payable at Barbil (to be deposited in original before opening of Technical bid.) or through RTGS/NEFT to be credited in the account of MMTC limited Barbil before opening of Technical bid

4. The company will not be responsible if any portion of the bid document is modified and in all cases the conditions as stipulated in the original document kept in the Office of the AGM, Barbil shall prevail.

5. No bid document can be despatched by Post/ mail.

6. Bids such as, **Techno Commercial Bid** and **Price Bid** in sealed cover shall be received **through dropping in Tender Box**. Any tender given by hand to any body in the office will not be accepted and shall not be considered.

7. The bid will be opened on the date mentioned in the NIT. Price Bids of those bidders, whose technical bids are found complete, will be opened subsequently.

8.. The companies or individuals registered with State Government and contractors of equivalent Grade/ class registered with Central Government having registration for Civil works having both legal competency and expertise in Civil, Engineering works need put tenders for this work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, work invariably should accompany their tender papers **in the Techno Commercial Bid. The Technical bid shall also contain self certified copies of valid documents, viz.,Contractors License, PAN Card, VAT Registration, VAT Clearance certificate, Service Tax Registration Certificate.**

9. (i) The contract will be drawn in Standard Format of MMTC. The contract shall be drawn & signed by AGM, Barbil on behalf of the Chairman-Cum-Managing Director of MMTC.

(ii) All the items of works as per Schedule of quantities, of the Agreement shall be supervised, measured and check measured by the consulting Architects & Engineers of MMTC. In the interest of expeditious execution of work, payment of interim bills (Running A/c bills) may be made by the AGM for final adjustment and compilation of accounts.

10. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

11. The work is to be completed in all respects within 03(Three) calendar months from the date of issue of work order.

12. The Tenders will remain valid for a period of 30 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and MMTC.

13. (i)The Price in the Price Bid is to be quoted on **percentage rate basis as a whole for a particular work**. Any tenderer quoting his offers item rate basis is liable for rejection.

(ii)The percentage less/Excess offer should be written both in figure and word.

When there is difference between the percentage rate in figures and in words, **the percentage rate, written in Words** by the contractor, shall be taken as correct.

14 The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

15. The drawings are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the AGM,Barbil as and when required.

16. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates. After acceptance of the contract rate company will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. **The contractor should comply all statutory norms of government applying to nature of works to be undertaken and coordinate with the required authorities (including school authorities/administration) directly.**

17. **The Technical Bid must be accompanied by E.M.D. of the amount @ 2% (Two percent)** of the estimated cost as per tender rounded to nearest hundred Rupees along with tender in the form of Demand Draft issued by any Scheduled Bank (other than co-operative Banks) in favour of **MMTC Limited payable at Barbil** or through RTGS/NEFT credited latest by 09.11.2015 in the accounts of MMTC Barbil (**State Bank Of India, Barbil Branch A/c No:- 11192675029 & IFSC Code:-SBIN0002011**) and reflected in the on line statement as per the terms and conditions laid down in the tender. Technical bids not accompanied with E.M.D. as specified above will not be considered .No adjustment of E.M.D. from one work to another will be entertained.

18. The technical bid must be accompanied with the self attested true copies of the (i) Valid Registration certificate (i.e. Contractor's License of the applicable Class) (ii) Valid VAT Registration & Clearance certificates (iii) PAN card and (iv) Service Tax Registration Certificate, **which are mandatory without which the bidder shall be technically disqualified** and the original certificates are to be produced for verification as & when required by the tender opening committee, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

19. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

20. The MMTC reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever. MMTC also reserves the right to award works to one or more eligible bidders if required.

21. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of MMTC Code. The earnest money will be refunded to the unsuccessful tenderers on application. The retention of E.M.D. with MMTC will carry no interest.

22. The AGM, SRO Barbil will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by Post/Courier/mail letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security of the amount @ 8% of the estimated cost put to the tender rounded to nearest hundred rupees in form of Demand Draft issued from Nationalised Bank in favour of **MMTC Limited payable at Barbil** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the MMTC's standard format for the fulfilment of the contract in the office of the AGM, Barbil as directed. The Performance Security Deposit amount withheld according to the provision of standard agreement shall be retained as security for the due fulfilment of this contract for the Defect Liability Period of 6 (six) months.

The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the AGM. Following documents shall form part of the agreement.

- a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard **MMTC Format of contract with latest amendments.**

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Six months of completion of the work and payment of the final bill and will not carry any interest. The E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

23. The contractor should be liable to fully indemnify the company for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

24. Tenderers will be liable to comply with the fair wages clause as introduced by Govt. of Orissa/Statutory Body.

25. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

a) Rent royalties, cess and other charges of materials, octroi and all other taxes including prevailing sale tax / VAT from time to time. Ferry tolls, conveyance charges and other cost on account of buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty may be credited to revenue, if required.

c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.

d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.

e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.

g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.

h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.

i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.

26. No payment will be made for layout, benchmark, level pillars, profiles and benching and levelling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

27. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and this should be inclusive in the rates. No extra payment will be made to the Contractor on this account.

28 It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

29. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57.

30. No part of the contract shall be sublet without written permission to the AGM, MMTC Barbil.

31. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in office Notice board of MMTC SRO, Barbil during office hours everyday except on Saturday, Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But, it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

32. Payment for variation in price –

(a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as result of increase or decreases , there will be **No escalation** of any amount in the tender.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work, then there will be **No escalation** of the tendered amount.

c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then there will be **No escalation** of any tendered amount.

33. No advance is granted by MMTC Limited.

34. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes I.S.2505, IS: 2006, I.S.:2514. I.S.:4656.

35. Shuttering & centring shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.

36. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. **Any eventually such as loss of lives or property due to failure of centring and shuttering and due to any reasons attributable to contractor shall be the responsibility of the Contractor regarding compensation of all claims thereof.**

37. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant confirming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost.

38. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.

39. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the company. MMTC is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

40. Statutory traffic restriction in the town for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.

41. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

42. The contractor shall properly take care of the safety of workers.

43. The tenderer should furnish along with their tender a list of similar works executed during the last three years duly certified by the concerned authority not below the rank of Executive Engineer indicating the satisfactory completion for Civil, works as per the proforma enclosed in a separate sheet of schedule-H.

44. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in Schedule-F.

45. It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.

46. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained. The rates must include all costs, taxes, octroi, statutory duties/levies etc.

47. List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of schedule-C.

48. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Food stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorised subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors.

The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any material during the execution of work.

49. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

50. Prevailing rate of VAT/other applicable taxes & duties will be deducted from the gross amount of the contractor's bill.

51. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

52. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

53. Under Section 12 of contractors labour (Regulation and Abolition) Act 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

54. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion 1:2:4 or 1:1 1/2:3 having a minimum compressive strength (in work test) 150Kg/200Kg: per Cm².

55. The Tenderer should furnish along with their tender **(1) a list of works, which are at present in their hand (2) list of T&P and (3) list of work executed and also other declarations in the prescribed format enclosed herewith (Schedule-A,B,C,D,E & F).**

56. All reinforced cement concrete works should be finished smooth .Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

57. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.

58. The K.B/Fly Ash bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.

59. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the licensing authority of labour Department.

60. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the Bhubaneswar.

61. It shall be definitely understood that the MMTC does not accept any responsibility for the correctness or completeness of the tender schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

62. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the MMTC, SRO Barbil will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the AGM, Barbil is final and binding on the contractor.

63. The contractor should arrange the materials like Steel, Cement and paint etc. of approved quality and specification at his own cost for completion of the work with the time schedule. **No extension of time will be granted on the application of the contractor due to delay in procurement of materials.**

64. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the company. MMTC is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of MMTC's standard agreement.

65. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the AGM with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

66. Any defects, shrinkage or other faults which may be noticed within 6 (Six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default company may recover from the contractor the cost of making good the works. The contractor is also required to maintain the building for 6 (Six) months from the date of successful completion of the work.

67. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold MMTC harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

68. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.

69. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the building site etc. are the responsibility of the contractor.

70. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.

71. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
- (b) Past record of poor performance.
- (c) Past record of abandoning the work half way/ recession of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

72. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from dis-incentivising the tenderer.

73. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

a. Required **E.M.D** as per the **Clause 17**.

b. The **Demand Draft towards cost of Tender Paper** (in case of tender papers downloaded from website)

c. Required documents as per the clause no 18 along with the techno commercial Bid and the Price Bid separately in closed/sealed envelopes.

74. ADDENDUM TO THE CONDITION OF F2 CONTRACT

Clause-2(a) of F2 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

2.1.1. The AGM, SRO Barbil / Engineer-in-Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the AGM, Barbil/ Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the AGM/Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 7th day or such time period as mentioned in letter of Award after the date on which the AGM, MMTC Barbil issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, MMTC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each stages of work and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Adl.GM MMTC Barbil and the Contractor within the limitations of time imposed in the contract documents.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the AGM/ Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the AGM/Engineer-in-Charge to proceed with the works.

i) Force measure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

v) In case a Variation is issued which makes it impossible for Completion to be achieved by the

Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

vi) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the AGM,MMTC, Barbil/ Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the AGM, MMTC,Barbil/Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Competent Authority of the company in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. **Compensation @ 1.0% per month for delay of work. Delay to be calculated on per Day basis** provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Govt. However, if the contractor catches up with the progress of work subsequently, or in subsequent work, the withheld amount may be released. However, no interest whatsoever shall be payable on such withheld amount.

2.4. Management Meetings

2.4.1. The Consulting Engineer may require the contractor to attend a management meeting to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. The contractor shall attend such meeting for timely completion of the work.

75. The tenderers are required to go through each clause of Tender Documents carefully in addition to the clauses mentioned here in before tendering.

76. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers.

77. **Arbitration:** All disputes or difference in connection with this NIT or the execution thereof shall be settled by mutual negotiation. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this NIT or validity or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the India Council of Arbitration and Award made in pursuance thereof shall be binding on the parties. Venue of the arbitration shall be Bhubaneswar.

78. **Force Majeure :** If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, act of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds on month, the affected 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 fulfil its obligations under the present contract must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the contractor for not performing their obligations under the contract.

If any unforeseen circumstances like earth quake, cyclone, flood, labour unrest, non-availability of tools/building material, disruption of road transport beyond contractors control non-performance of the work as per the contract, MMTC shall not be liable in any manner whatsoever.

**Addl. General Manager,
Sub-Regional Office, Barbil**

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/255(However the grade of cement to be selected by the Engineer-in-Charge of work
2.	Steel	I.S. 432(Plain) and 1785(Tor)
3.	Aggregate	I.S.383, I.S. 515
4.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, soil, acid , vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
5.	Sand / Fine Aggregate	I.S.2116, 383
6.	Binding wire	I.S. 280(galvanised minimum 1 mm.)
7.	Fitting & Fixtures for joining works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineering in Charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456
2. Foundation shall be with conformity to I.S.1080.
3. Brick masonry shall be with conformity to I.S.2212.
4. Cement plastering shall be with conformity to I.S.9103 & 6925
5. Mortar shall be with conformity to I.S.2250.
6. White and colour washing shall be with conformity to I.S.6278.
7. CC in foundation shall be with conformity to I.S.2571.
8. Painting to all surfaces shall be with conformity to I.S. 2395(Part-I & Part-II).

Tenderers are required to submit the information in the following Schedules

SCHEDULE-A
CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related**(*) to any official of MMTC Ltd. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D. and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, no submission of this certification will render my/our tender liable for rejection.

(*)Strike out which is not applicable

Signature of the Tenderer

Date:-

.....

SCHEDULE-B
CERTIFICATE OF LIST OF WORKS IN HAND

I/We do hereby certify that at present the following works are in my/our hand.

Sl. No.	Particulars of work Now in hand	Amount of each work	Period in which the work is stipulated to be completed(in month)	Approximate value of work done on each project till the date of submission of tender.	Department under which the work is being taken up
1	2	3	4	5	6

I/We, also note that, non-submission of this certificate will render my/our tender liable for rejection.

Signature of the Tenderer

Date

Enclosure : Self Certified copies from the Organisation/Departments enclosed.

Signature of the tenderer
Date

SCHEDULE-C

CERTIFICATE OF TOOLS AND PLANTS

I/We hereby certify that the following tools and plants, machineries and vehicles are in my /our possession in working orders.

- (i)
- (ii)
- (iii)
- (iv)
- (v)

I/We also note that, non-submission of this certificate will render my/our tender liable for rejection.

Signature of tenderer
Date.

.....
SCHEDULE-D

CERTIFICATE OF LIST WORKS EXECUTED

I/We do hereby certify that the following works have been executed by me/us in the past.

Sl. No.	Particulars of works Already executed	Approximate Amount of each work	Name of Department under which the works were executed	Period of commencement and period of completion	Whether the works Were completed in stipulated period
1	2	3	4	5	6

I/We, also note that, non-submission of this certificate will render my/our tender liable for rejection.

Signature of the tenderer
Date

SCHEDULE-E

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes/No
b) If yes: give details:

2. a) Has the tenderer or any of its Constituent partners been debarred/expelled by any agency in India during the last 5 years. Yes/No

3. a) Has the tenderer or any of its Constituents partners failed to perform on any contract work in India during the last 5 years.
b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of the Tenderer

Date:

(On Non-judicial stamp paper of Rs.50/-)

SCHEDULE-F

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my/our firm/ company/ individuals _____ nor any of its constituent partners have abandoned any road /bridge/irrigation/ Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the MMTC Limited to verify this statement or regarding my/our competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date