



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

ESTATE DIVISION

No. MMTC/Estate/918/13-14

Dated -02/09/2013

TENDER DOCUMENT

**e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C AND D TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

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

No. MMTC/Estate/918/13-14

Dated -02/09/2013

Technical BID

Part – 1

Download of tender document : Up to 1700 , 23-09-2013

Due date of tender submission (Technical & Price Bid) : 24-09-2013 (upto 1500 HRS)

Technical Bids opening Date : 24-09-2013 (at 1600 HRS)

**Consulting Architect : M/s Mridunjali Engineers and Architect Pvt Ltd.
C-1 Sector 20 Noida U.P.**

Downloaded by:

M/S

For & Behalf of MMTC Ltd.

Dy.General Manager(Estate)

**E- TENDER FOR PERIODICAL SERVICES INTERNALLY IN B, C And D type Flats in MMTC
Housing Colony New Delhi**

No. : MMTC/Estate/918/13-14

Dated -02/09/2013

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e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE FLATS IN MMTC HOUSING COLONY,NEW DELHI

No. MMTC/Estate/918/13-14

Dated -02/09/2013

Appendix

- | | | |
|------------------------------------|----------|---|
| 1.0 Period of completion | : | 150 days from the seventh day of issue of letter of intent/ work order |
| 2.0 Security deposit | : | As per relevant clause of Special Condition of the tender |
| 3.0 Defect Liability period | : | 6 months from the date of issuance of Completion certificate. |
| 4.0 Earnest Money Deposit | : | Rs. 60000/- (Rupees Sixty thousand only) |
| 5.0 Tender Fees | : | Rs. 2500/- (Rupees Twenty Five hundred Only) |
| 6.0 Address of working | : | MMTC Housing Colony, Sri Aurobindo Marg, New Delhi – 110017 |

Subject - e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE FLATS IN MMTC HOUSING COLONY,NEW DELHI

No. MMTC/Estate/918/13-14

Dated : 02/09/2013

ABSTRACT

Interested tenderer fulfilling the below mention minimum eligibility criteria may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished thru' e-mode in the TECHNICAL BID and hard copies in physical mode along with the DD/ Pay order in original in sealed envelop.

1. Proof of documents on similar nature of works carried out with CPWD/ PSU's/ banks/ MCD/ NDMC/ Railways/ PSUs/ Govt deptts/ Govt. Institutions/ reputed Public or Private Organizations etc in the last three years.
2. Certified copy of satisfactory completion certificates/ documentary evidences, where the tenderer has executed the work for last 3 (three) years.
3. Proof of valid registration with statutory authorities for works contract tax/VAT, TIN & Service Tax certificates etc.
4. Arbitration cases pending against the tenderers, 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 last three years (including Balance Sheet, I. T. returns, Profit & Loss accounts) ending on 31 March, 2013 certified by C.A.
7. Profile of the firm
8. Copy of PAN Card issued by Income tax Department, Govt of India.
9. Tender Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs **2500/-**(Seven Hundred Fifty only) in favour of MMTC Limited payable at New Delhi.
10. EMD in the form of Demand Draft/Pay Order for Rs.**60,000/-** (Thirty 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** proforma /format & duly certified by the Bankers to be enclosed, (Optional).
13. The above said requirement / document may be arranged in sequence manner with the page number along with contents in a separate page.

<u>Sl.No.</u>	<u>Particulars</u>	<u>Details</u>
1	Procurement/ down loading of tender document	Up to 1700, 23/09/2013
2	Tender Fee	Rs.2500/- (Seven Hundred Fifty only)
3	Ernest money deposit (EMD)	Rs.60, 000/- only (Rupees Thirty thousand only)
4	Due date of tender(two bids) submission : thru' e-bidding	Up to 1500 Hrs, on 24/09/ 2013
5	Technical bid's[physical & e-bids]opening date	1600 Hrs, on 24/09/ 2013
6	Period of contact work	150 days from the 7th day of issue of the work order*
7	Interest free Security Deposit	10 % of contract value including EMD
8	Defect liability period	6 months from date of completion of work
9.	Work site	MMTC Housing Colony Near Adhchini Shri Aurobindo Marg New Delhi 17

F.N. – Price bid or rate should not be reflected in any case in the technical bid either on E-mode or in Hard copy.

e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE FLATS IN MMTC HOUSING COLONY,NEW DELHI

No. MMTC/Estate/918/13-14

Dated -02/09/2013

The e-tenders under Two–Bid Systems on item rates basis are invited on behalf of the MMTC Limited, Core–1, SCOPE Complex, Lodhi Road, New Delhi-110003 from the eligible Civil contractors who have successfully completed three similar type/nature of renovation works should be in Central Government like CPWD, Railways etc/ Central Govt Autonomous Bodies/ Central Public Sector Undertakings/ Central Govt Banks/ Central Govt Insurance Companies/ Central Govt. Financial Institutions etc and reputed private sector costing not less than the amount equal to Rs. 10 Lakhs for each work or, two similar type/nature of works costing not less than the amount equal to Rs. 15 Lakhs for each work or, one similar type/nature of works of aggregate cost not less than the amount equal to Rs. 30 Lakhs, during the last 3 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 II 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 tenderer should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty 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	Pankaj Verma	Pankaj.verma@c1india.com	+91-9910433177
2	Rajesh Kumar	Rajesh.kumar@c1india.com	+91-9650465143
3	Rajesh Singh	Rajesh.singh@c1india.com	+91-9971964343

- 3 Earnest Money Deposit and Tender 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 on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be superscribed as “Technical Bid Portion of NIT for Periodical Services internally in B,C and D Flats in MMTC Housing colony New Delhi having name, address, and telephone nos of the tenderer. The required enclosures as per tender check-list and price bid, will be submitted thru’ e-mode only.**

For details, please visit www.mmtclimited.com / www.tenders.gov.in also.

The technical bids (Part-1) shall be opened on 24/09/2013 at 1600 hours. The opening of price bids shall be preferably by a week time subject to qualifying in technical bids.

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

Yours faithfully,

For or on behalf of MMTC Ltd.

Dy.General Manager (Estate)

e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE FLATS IN MMTC HOUSING COLONY,NEW DELHI

Letter of Submission

No. MMTC/ESTATE/ 918/13-14

Dated -02/09/2013

To,
M/s.....
.....
.....
.....

Bid Date : 24-09-2013 (Upto 1500 Hrs)

Dear Sir,

MMTC Limited, New Delhi, invites you to submit your competent, competitive offer for the subject work as per the terms and conditions of the tender document enclosed herewith.

- 1. Tender request in TWO BID SYSTEMS, which is to be submitted electronically, duly completed as per the given terms.**
- 2. Purchase & supply items should be followed as per the NIT, instruction of Architect/ In charge & sample/brands should be got approved by Architect/MMTC before use. Tenders with any deviations, shall be summarily rejected at the option of the owner (MMTC Ltd).**
- 3. Please note that the tenders submitted without the requisite Tender fee & EMD under the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited, payable at New Delhi) shall be summarily rejected.**
- 4. The rates once quoted will not be considered for any subsequent price revision/ adjustment/revamping and should remain valid till completion of the work. As such, the tenderers are advised to ensure that their offers are complete in all respect and in full conformity to the tender terms and specifications.**

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

- 5. COMPLETION PERIOD: The estimated completion time under normal circumstances shall be 150 days from 7th day of issue of letter of Intent /Work Order.**

6. **The subject NIT is invited for periodical services internally in B,C and D Type flats in MMTC Housing Colony, New Delhi works comprising necessary Civil works like oil bound distempering and plaster work etc. complete in all respect.**
7. **If desired, the tenderers may witness the Technical and Price Bid opening.**
8. **MMTC Ltd does not bind itself to accept the lowest or any other tender and reserves itself the authority to reject/ accept any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the prescribed conditions is not fulfilled by the tenderer, 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 tenderer shall perform the same as per the tender.**

**Yours faithfully,
For MMTC LIMITED**

Dy. General Manager (Estate)

**e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C, AND D TYPE FLATS IN
MMTC HOUSING COLONY, NEW DELHI**

ESTATE/ 918/13-14

Dated -02/09/2013

INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

The tenderer shall submit the tender in two bid system. PART – I shall be TECHNICAL BID,
PART – II shall be PRICE BID.

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

ENCLOSURES TO PART – I (THRU' E-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. 60000/- (Rupees Sixty Thousand Only) IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOUR OF 'MMTC LIMITED' PAYABLE AT 'NEW DELHI'. THE NON-REFUNDABLE TENDER FEES OF RS. 2500/- THRU' DD/ PAY ORDER ALSO BE SUBMITTED. If submitted---- tick (yes)**
- 3. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: SELF CERTIFIED COPY OF WORKS CONTRACT TAX, VAT, EPF/ESI/TIN, PAN NO, Service Tax , LOCAL AUTHORITIES ETC. If submitted – tick (yes)**
- 4. CERTIFIED COPY OF 'ANNUAL TURN-OVER' FOR THE LAST THREE CONSECUTIVE FINANTIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, IT RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. If submitted-tick (yes)**
- 5. Profile of the Firm/ Company including copy (ies) of registered partnership deed/ proprietorship deed, memorandum & articles of association etc. The details of manpower engaged by the firm/Company may also be indicated including qualified and experienced supervisors. If submitted- tick (yes)**
- 6. E-PAYMENT FORMAT AS ENCLOSED (Optional for submission). If submitted- tick (yes)**

7. **Proof of financial soundness / attested copy of Solvency certificate issued from the scheduled/ nationalized Bank during current F.Y. for an amount not less than Rs. 15,00,000/- (Rupees Fifteen Lakhs only). If submitted- tick (yes)**
8. **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 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. If submitted- tick (yes).**

Foot Notes:

1. **The tender shall be liable for rejection at the option of the owner, if the party fails to submit any one of the above documents (except Sl. No.6).**
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 (THRU' E-MODE):

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

**S.B. Mathpal
Dy.General Manager(E)
MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003.**

**e-NIT FOR PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE FLATS IN
MMTC HOUSING COLONY,NEW DELHI**

No. MMTC/ESTATE/ 918/13-14

Dated -02/09/2013

GENERAL INSTRUCTIONS FOR THE TENDERERS

- 1. Technical Bid portion along with EMD & Tender fee in original to be submitted in physical form as mentioned at Clause No. 3 of Special terms and conditions of e-tender, if send by post, shall be through Registered post/ acknowledgement due with due allowance for any postal delay. The documents received after due date and time are liable to be rejected.**
- 2. Minor modifications if any, as suggested by MMTC/Consulting Architect, the same have to be incorporated and executed without any extra cost.**
- 3. Tenderer must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each and every page of the tender document as prescribed must be signed and submitted as token of complete acceptance thereof. The information submitted shall be completed in itself. All entries in the tender shall be written in English. The use of Erasers and over writing are not advisable. The tenderer shall duly attest & stamp all cancellations, if any, failing which the tender may liable for rejection at owner's option.**
- 4. To acquaint themselves with the work, all the tenderers are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.**
- 5. The Earnest Money may be forfeited at MMTC's option in case the tenderer withdraws its tender during the validity period.**
- 6. If the tenderer deliberately gives the wrong information in his tender, MMTC reserves the 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.**
- 7. The successful tenderer shall not sub-let the contract the part or complete work detailed in the tender /specifications without the written permission of MMTC.**
- 8. All the work shall be carried out as per given specifications/manufacturers, CPWD specifications & the terms and conditions given in the tender. The quality consciousness in execution of works is required.**
- 9. Deviation to the tender conditions is liable for non-acceptance at the option of the owner.**

- 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 tenderers, if any, the tender document and the acceptance letter issued by MMTC. Any conditions or terms stipulated by the tenderer in the tender document or the subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC in the acceptance 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 to the tenderer that the tender has been accepted in accordance with the provisions containing the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of the contract applicable from this date.**
- 12. Completion time shall mean the period by 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/agent on his behalf. The complaints, notices, communications, reference shall be deemed to have been duly given if delivered to the contractor or his authorized agent by hand at work site or thru' ordinary post letter.**
- 14. The tenderer should study all the tender documents carefully and understand the conditions and specifications etc. The tenderers or his authorised representative should sign every page of the tender document.**
- 15. The tenderers shall remove all debris/wastes etc. wash and clean the floors/areas and hand over the site quite clean on completion of work.**
- 16. Timely completion of the work is the essence of contract. Successful bidder shall submit the scheduled completion time frame to achieve the target in time. The contractor can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deem fit.**
- 17. The metric units given in the schedule of quantity should be read as the nearest equivalent of sizes in FPS system. In case of any discrepancy in the FPS & MKS system in the schedule of quantity/drawing the decision of the Architect/MMTC shall be final and binding. 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.**

**E-TENDER FOR PERIODICAL SERVICES (INTERNALLY) IN B, C and D TYPE
FLATS IN MMTC HOUSING COLONY,NEW DELHI**

No. MMTC/ESTATE/ 918/13-14

Dated -02/09/2013

GENERAL TERMS & CONDITIONS

1. The work shall be executed mainly in B, C and D TYPE FLATS IN MMTC HOUSING COLONY,NEW DELHI
2. The quantities mentioned above 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 measurement of the works executed shall be as per CPWD Schedule applicable to Delhi, unless otherwise specifically mentioned. The payment shall be made on actual executed items.
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 + 15% taken as contractor's over heads and profits. The rate of extra scheduled items, if any, shall be based on extant/prevalent CPWD DSR' 2012.
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 and also shall make good the installation damages, if any, during the execution.
9. The work shall be completed within 150 days approx counted from 7th day of issuance of the Work Order. Time is the essence of contract. If the contractor fails to execute or complete the work as stipulated and if the employer is satisfied that the same could have reasonably been completed in the time agreed or extended period of the contract as approved by GM(E&A), MMTC Ltd shall levy a penalty for delayed completion which shall be Rs. 60000/- (Rupees Sixty Thousand only) per week of 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 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 penalty shall be final.

11. The tenderers shall deposit Rs. 60000/- as EMD by Demand Draft/ /Pay Order in favour of MMTC Ltd payable at New Delhi. The earnest money of the successful tenderer will be retained towards the interest free security deposit and the earnest money of the unsuccessful tender shall be refunded subsequently without interest.

12. Security amount will be deducted & retained from the payment @ 10% of value of work done (including EMD amount) and it shall be refunded to the contractor on virtual completion of the defect liability period which shall be 6 months from the date of completion/virtual completion of the works.

13. The labours engaged by contractor are the employees of contractor. The contractor shall pay to the labours engaged by him in connection with the work wages not less than Minimum Wages Act 1946, updated by Delhi Government time to time, and shall duly and properly comply with all types of extant legislations. 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 obligation of Contract labour (regulation & abolition) 1970 Act. MMTC reserves the right to make payments of wages to contractor's labour out of amount payable to contractor in case contractor fails to perform his obligations under the Act. All expenses & losses, if any in this regard, by MMTC shall be to the account of contractor. The Contractor shall indemnify MMTC under Workmen's Compensation Act, their Industrial Legislations etc, in force from time to time. The contractor shall indemnify MMTC for the labour laws, insurance compliance. MMTC shall be totally indemnified of any liability whatsoever.

14. Tenderer'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 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 all out 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.

15. The DVAT/ (TDS) will be deducted against the bill(s) of works done, as applicable. Payments for the executed work shall be made according to the terms of tender conditions. It is reiterated that the quoted prices are inclusive of all taxes ,duties, octroi, levies, work contract tax, transportation etc. (except service tax reimbursement for the work executed as per extent service tax rule) and will remain firm till the completion of the works/contract. The VAT, TDS, any other statutory duties, taxes shall be deducted at source as per rules from the running bill/bills. 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.

16. The tenderers are requested to submit an attested copy of the PAN Card, TIN No. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number of the Contractor as all payments/ refunds by MMTC will be done thru' e-payment mode only.

17. The contractor shall submit his interim bill/ final bill for the works within 15 days of final measurement jointly recorded between the contractor, consulting architect and MMTC. The payment of bill(s) shall be made after effecting all the due recoveries.

18. No payment for 'mobilization advance' shall be made in this contract and the contractor has to mobilize his own resources for the works. Their payment amount be released on running bill/bills.

19. 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.

20. **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 15 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 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.

21. **ARBITRATION:**

In the event of any dispute or difference arising under or out of relating to the construction meaning, operation or effect of this agreement or breach thereof the matters dispute shall be referred to the Sole Arbitration of Chairman-cum-Managing Director of MMTC Limited or a person nominated by him. The decision/award of the Arbitrator shall be final and binding on the parties. The venue of arbitration shall be New Delhi.

22. **FORCE MAJEURE:**

Neither party shall be held responsible by the other for breach of any condition of this contract attributable to any 'Act of God'. 'Act of State' strike, lockout, sabotage, droughts, epidemics, riots and civil commotion, war, emergency, earthquakes, floods, lightening, embargo or any other reasons beyond the control of the parties and any breach of clause arising from such Force Majeure Conditions as aforesaid shall not be regarded as a breach of the provision of this contract.

**E-TENDER FOR PERIODICAL SERVICES (INTERNALLY) IN B, C, AND D TYPE
FLATS IN MMTC HOUSING COLONY, NEW DELHI**

No.MMTC/ESTATE/918/13-14

Date: 02/09/2013

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/architect.

<u>S.No.</u>	<u>DESCRIPTION OF ITEMS</u>	<u>APPROVED MANUFACTURER</u>
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.	Lime	Satna Lime
6.	Water proofing compound	pidilite,fosroc,roffe,waterfixit

Note:

The Contractor shall provide samples before procurement of the materials 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. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI certificate work. In case, articles bearing ISI certification mark are not available, the same shall be got approved by EIC/MMTC/Consultant. Articles manufactured by firms of reputes shall be used.

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 PERIODICAL SERVICES INTERNALLY IN B, C,D AND E TYPE
FLATS IN MMTC HOUSING COLONY,NEW DELHI**

No. MMTC/Estate/918/13-14

Dated: 02/09/2013

GENERAL CHECK LIST OF GUIDANCE FOR SUBMISSION OF OFFER

Tenderers 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 /FDR in favour of MMTC Limited payable at N Delhi	DD/BC/PO No. : Date : Issuing Bank :
Tender document cost Rs. _____ (Rupees _____ only)	Amount (Rs.) : by way of Demand Draft/ Banker's Cheque/ / Pay Order in favour of MMTC Limited payable at N Delhi	DD/BC/PO No. : Date : Issuing Bank :
Annual Turn over (Audited Balance Sheet – Trading, P & L account / TDS for any of the years mentioned herein in accordance with NIT).	Year	Amt (Rs.)
	2010-11	
	2011-12	
	2012-13	
Proof of financial soundness / solvency certificate duly certified by bank.		
Work Order Value for the work executed (Copies of qualifying similar work orders – executed along with completion certificates	PO No. of M/s Completion value Rs.	
	PO No. of M/s Completion value Rs.	

or any other proof certifying the executed value of the work as per NIT).	PO No. of M/s Completion value Rs.	
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DESCRIPTION	YES / NO (In all the Blank space below please fill either Yes or No only)	REMARK
Company profile, Power of Attorney / Authorization on Company's letter head in favour of person who has signed the offer.		: Please enclose the self attested document such as Declaration of proprietorship or Partnership deed or power of attorney etc.
Work Contract Tax VAT PF code No.		: Enclose the self attested copy of registration certificate
ESI code No. TIN No. Sales Tax No. PAN No.		: Enclose the self attested copy of registration certificate.
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 upto 2 (two) months from the date of opening of Price bid.		: Please certify
All documents submitted signed on each page by authorized person.		: Please ensure signing of each page of tender.
All corrections properly attested by the person signing the bid.		: Please ensure signing the correction, if any.

Name & Signature of Tenderer

(PRICE BID)

Tender for Periodical Services (internally) in B, C, D type flats in MMTC Housing Colony, South Delhi

No. MMTC/Estate/918/13-14

Dated: 02/09/2013

BILL OF QUANTITIES

I. WORKS FOR (Block –D)					
S.No	Descriptions	Unit	Quantity	Rate(Rs.)	Amount (Rs.)
	FINISHING				
1	Removing dry or oil bound distemper and like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. all complete	sqm	41500		
2	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :				
	Two or more coates on old work.	Sqm	41500		
3	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade including cleaning the surface before painting with sand paper				
	One or more coates on old work.	Sqm	14400		
4	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metre lead	Sqm	500		
5	Repairs to plaster of thickness 15mm on the rough side of single or half brick work of mix 1:6 (one cement : 6 fine sand	sqm	500		
6	Providing and applying plaster of paris putty of 2 mm thickness over plaster surface to prepare the surface even and smooth	sqm	500		
7	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade (new work two or more coates)	sqm	500		
	TOTAL AMOUNT				