



**TENDER FOR REPAIRING & RENOVATION WORKS OF FLAT NO A/4, BABUL APPT.
AT NEHRUNAGAR, AHMEDABAD.**

ISSUED TO:

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OWNER:
General Manager
MMTC Limited,
2,Nagindas Chambers,
Usmanpura, Ashram Road,
Ahmedabad – 380014
Tel:-07940244727/9869429371

QUALIFICATION CRITERIA OF TENDERER FOR THE WORK

- 1) The Tenderers should have completed similar types of works.
- 2) The contractor should have completed at least two number of similar types of works amounting Rs.5 Lacs including Civil works in last 5 years from the date of tender.
- 3) The tenderers should possess sales tax, vat, Income tax and service tax registration certificate.
- 4) The tenderers should submit last 3 years IT returns.

Note :- All certified documents are required to attach in technical bid cover (Envelop-1)

MODE OF SUBMISSION OF TENDER:

The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be sealed in two envelopes of appropriate sizes and envelope should be properly super scribed as: Envelope no. 1. EMD and other documents; and envelop no. 2; prices & bill of quantities only.

(A) ENVELOPE MARKED AS FIRST COVER:

Envelope marked as first shall contain

- I. Earnest money deposit.
- II. Any comment which the tenderer desired to make in the form of a statement as brief as possible and with proper reference to the items, clauses and pages of the documents to which the comments pertain.
- iii The name and addresses of the tenderer.
- iv. Complete set of tender drawings with signature of the tenderer and seal.
- v Whether the tendering firm has ever been black listed? If yes, give details.
- VI. Details of registration with Nationalized M.M.T.C. Limitess / Public sector undertakings / government / Semi Government organizations.
- Vii. Certificate of performance from their previous clients.
- viii Detail about constitution of firm - whether proprietorship, partnership, etc.
- iX Name/s or proprietor / partners / Directors etc.
- x. Registration date.
- XI. Please take a careful note that the TENDER tender price should not be indicated in any of the documents enclosed in envelope marked FIRST.
- XII. The aforesaid information / document EMD along with tender documents (excluding priced tender) issued by the Consultants should be put in the envelope marked FIRST in duplicate and duly signed by the tenderer.

(B) ENVELOPE MARKED AS SECOND COVER:

Envelop marked SECOND COVER shall contain only price tender in duplicate duly signed and duly filled in rates and amount in words and figures by the tenderer and should be properly sealed.

(C) OPENING OF TENDERS:

- (a) The sealed envelopes marked FIRST COVER containing the tender documents / EMD / other information as mentioned in a paragraph A (a) above shall be opened in the office of General Manager, MMTC Limited, 2,Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad. The technical Bid Tender are **opened on Dt. 02/03/2016 at 17:00** in presence of representatives of the Consultants and Authorized representatives of tenderers who choose to remain present.
- (b) If the earnest money deposit and other information / documents called for are not found as prescribed in paragraph A (a) above, the tender shall be rejected.
- (c) **The tender which is found suitable technically as well as financially whose past performance is found satisfactory to carry out works of similar nature and magnitude as per the details submitted by them and who have fulfilled all other requirements as mentioned, priced tender enclosed in envelope marked as SECOND COVER will be opened of such selected contractors. on later date. The price bid of rejected tenderer keeping in view the FIRST COVER will not be opened and E.M.D. without interest will be returned to them as soon as the M.M.T.C. Limited Company takes any decision to this effect.**
- (d) The selected contractors will be intimated by the M.M.T.C. Limited Company regarding opening of the SECOND COVER containing priced tender. The tenderer or his authorized representative who is competent to take on the spot decision in the matter should be present. After discussing the conditions, if any, and after standardizing / withdrawing the conditions, the selected contractors will have to submit their offer in a separate cover and sealed cover containing priced tender (submitted earlier) will be opened simultaneously.

- (e) After opening the envelope containing the offer on the standardized conditions and opening of the priced tender, no correspondence / revised offer whatsoever may be in nature, will be entertained.
- (f) The tender shall remain open for acceptance by the M.M.T.C. Limited Company for a period of 3 (three) months from the date of opening of the SECOND COVER containing the priced tender which may be extended further by mutual agreement and the tenderer during validity period failing which EMD will be forfeited.
- (g) The tenderer must use only the tender forms/documents issued by the M.M.T.C. Limited. If given space falls short for furnishing the information / separate sheet may be added duly signed by the contractors.
- (h) The M.M.T.C. Limited Company reserves the right to reject or select the tender for opening the priced tender and also reject the M.M.T.C. Limited Company will not be bound to accept the lowest tender and reserve the right to accept or reject any.

1. INVITATION OF TENDER

MEMORANDUM OF WORK

M.M.T.C. Company invites item rates sealed tender from the qualified contractors for the work mentioned below.

1.	Name of work	Repairing & Renovation works of residential flat no A/4, Babul Appt. at Nehrunagar, Ahmedabad.
2.	Tender fee	The blank tender forms can be obtained from the office of M.M.T.C. Limited at 2,Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad between 11.00 AM to 5.00 PM from 22/02/2016 to 02/03/2016 on payment of Rs. 500/- (Rs. Five Hundred Only) in cash or by pay order/ Demand Draft payable in favor of M.M.T.C. Limited, payable at Ahmedabad, (non refundable)
3	Time Limit	20 days
3.	Earnest Money Deposit	Rs.2,000/- to be submitted in the form of D.D. in favor of

		MMTC Limited, Ahmedabad (D.D to be enclosed with the tender with technical bid)
4.	Tender documents can be obtained from the General office (2 rd Floor), M.M.T.C. Limited, 2,Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad.	From Dt. 22/02/2016 to Dt. 02/03/2016
5.	Tender fee	Rs..500/-
6	Last date of receiving tenders.	Dt. 02/03/2016 up to 14.00 Hrs. Tenders received after this date and time will not be entertained under any circumstances.
7.	Date of Opening of Tender	Dt. 02/03/2016 up to 17.00 Hrs
8	Mode of sending the Tender Documents	By hand delivery only addressed to, General Manager, MMTC Limited, 2,Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad – 380014

Note :- Conditional tenders are liable to be rejected. M.M.T.C Company reserves the right to reject any or all the tenders without assigning any reasons thereof.

INFORMATION TO TENDER

Name of Work :- Repairing & Renovation works of residential flat no A/4, Babul Appt. at Nehrunagar, Ahmedabad.

1.	Earnest Money Deposit	:	₹..2,000/- to be submitted in the form of D.D. in favor of M.M.T.C. Limited Company, Ahmedabad valid for 180 days
2.	(A) Security Deposit	:	Total 10 % of tender amount as S.D. Initially 2 % to be given after the work is awarded and rest 8 % to be recovered from running bills.
3.	Mode of sending the tenders	:	
	In sealed cover by R P A D/ Speed post / courier or hand delivery only.	:	In sealed envelope super scribed the name of work.
4.	Tender validity period	:	90 days
5.	Time of completion	:	20 Days. (3 days after the contract is accepted by the contractor.

6.	Retention Money	:	5 % of tender amount.
7.	Defect liability period		12 months after issue of completion certificate. Retention money shall be released after completion of defect liability period.
8.	Compensation for delay	:	₹.1000/- per day subject to a completion of work within maximum of 10% of total cost stipulated period of work done.
9.	Last date of receipt of tender by RPAD /speed post /courier	:	As mentioned in tender notice.
10.	Place of receiving Tender Copies	:	General Manager, MMTC Limited, 2,Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad – 380014
11.	Minimum value of work for interim bills	:	Nil

FORM OF TENDER

**To,
General Manager,
MMTC Limited,
2,Nagindas Chambers,
Usmanpura, Ashram Road,
Ahmedabad – 380014**

Dear Sir,

Having examined the drawings, specifications, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating there to as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, the

Articles of Agreement special conditions, schedule of quantities and conditions of contract and with such material as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

The M.M.T.C will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.:

- (a) To accept or reject any tender in whole or in part.
- (b) To increase or decrease the quantities of any item and tendered has to execute the same at the rate quoted.

Sealed Tender in duplicate should be addressed to,

**General Manager,
MMTC Limited,
2,Nagindas Chambers,
Usmanpura, AshramRoad,
Ahmedabad – 380014**

- 1 No tender will be received after **2.00 p.m. on date 02/03/2016** under any circumstances whatsoever.
- 2 The contractors are not expected to include any conditions contrary to tender provisions.
- 3 Tenderer are requested to read the tender documents, specifications, schedule of quantities, Etc. carefully and offer most competitive rate after visiting site. The clause of Notice Inviting tender prevails over general terms and special terms of contract.
4. The date of completion of job is the essence to this contract. The contractors are therefore Requested to complete the job in the stipulated time. Any deviation with respect to time or specification M.M.T.C prejudice has right to
 - (a) Cancel / Revoke the order.
 - (b) Impose penalty up to 10 % of the total value of job.
5. Contractor in their own interest are advised to visit the site & get themselves familiarize in the prevailing situations before submitting their rates. No claim whatsoever for ignorance, misunderstanding shall be entertained later.
6. The proposed work is to be done on First floor.
7. The contractor shall be responsible for making good in expeditions & workman like manner. Any defects, which may be found within one years of the handing over the premises, put to beneficial use. In case contractor fails to do so, the same would be got done at his cost & risk. The cost incurred by the M.M.T.C shall be deducted from the retention money or any other dues.
8. Rates quoted shall be inclusive of all taxes, levies, duties & all charges such as freight, insurance, octroi, loading/unloading, unpacking & moving the position in site, etc. for complete item.
9. The schedule of quantities is only approximate & all the work executed shall be paid for in accordance with the actual measurements as per relevant part of IS : 1200 : 1974 or otherwise provided.
10. In case of any dispute, the same shall be referred to court at AHMEDABAD and its decision shall be final & binding on both the parties.
11. An item rate tender containing percentage below / above will be summarily rejected. However if the Tender voluntarily offers rebate for payment with in stipulated period, this may be considered.

12. The tender documents shall be duly filled in and signed by the tenderer and shall be addressed (in Sealed cover) to the office of **MMTC Limited, Ahmedabad**. The full name and address of the tenderer and name of the work shall be written on the cover.
13. Unit rates shall be quoted in English in figures as well as in words with reference to each item and for all items shown in the attached schedule of quantities. The amount of each item should be worked out.
14. All entries in the documents shall be clearly written and shall be in ink. corrections if any shall be clearly made any duly signed and dated by the tenderer erasing and over writings and shall not be permitted and the tender liable for rejection.
15. The tender shall sign and every page of the tender documents including the layout drawings attached here to.
16. Each tender shall be signed by the tenderer with his usual signature. Tender by Partnership of Hindu joint family firm may be signed in the firm's name by one of the partners of the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the person so signing. An attested copy of the partnership firm shall also be attached. Tender by a shall be signed with the name of the company by persons authorized in this behalf and power of attorney or other satisfactory proof showing the person signing the tender as the authorized person to do such documents on behalf of the company is duly authorized to do so shall accompany the tender.
17. Unless otherwise specified all the rates and prices in the tender shall cover sales taxes, octroi, vat, other taxes and duties, and transportation, on work contract etc.
18. Tender not containing the full particulars as mentioned above or as called for in the special conditions is liable to summarily rejection.
19. With their quotations the tenderer shall sign all the schedules specifications, special conditions, etc. in taken of acceptance here of. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
20. The unsealed tenders, tenders not super scribed as the prescribed tender documents, conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders that are incomplete or otherwise considered defective are liable to be rejected.
21. In the event, there are two more parties between whom the work has been split, the contractor carrying out relevant work entrusted to him shall work in close coordination without causing any delay or hindrance to other agencies. Employer has the right to omit at his discretion one or more items of work when placing the order.
22. The work shall be deemed to have commenced from the date on which the contractor takes over the site or issue of work orders whichever is earlier. The site will be handed over to the contractor only on submission of initial security deposit.
23. The contractor shall give a program for the execution of the work during the total contract period and get it approved by the employer and the Architect. In case of delay in progress of work at any stage, the employer shall issue the contractor a memo in writing pointing out the delay in progress and asking the contractor to explain the causes for the delay within 3 days of receipt of the above. The employer reserves the right to determinate the contract and forfeit the security deposit if satisfactory explanation is not offered by the contractor for delay in execution of work.
24. It will be obligatory on the part of the tenderer to sign on each & every page of the tender & all components of the tender. Conditional tender shall be summarily rejected.
25. The samples of all the material & work item shall be got approved from the Architect or his representative before proceeding further on the work.
26. The drawing contains sketches showing salient features details at the various scales indicating extent of work & specifications to be followed. These can be modified by the M.M.T.C from time to time in accordance with technical requirements at the site.

27. Any damage done to the property of the M.M.T.C during execution of the work shall be responsibility of the contractor & it shall be made good by him, at his cost to the entire satisfaction of Architect/M.M.T.C. Limited Company.
28. The Architects shall have full power to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.
29. The contractor shall examine all drawings before quoting & commencing of actual work & report to the Architect/M.M.T.C any discrepancies for omission & shortcomings in the drawings.
30. The work shall be of highest standard both as regard to material & workmanship. Modern tools & first-class latest techniques shall be employed for its execution.
31. The work shall be done as per accordance with the Company guidelines.

Signature of contractor with seal

General Instructions to Contractor

- 1 **Inspection of sites:** The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.
- 2 **Safety Regulations:** The contractor shall take all the necessary precautions while working and to safeguard adjacent property, M.M.T.C. Limited Company's property, M.M.T.C. Limited Company's employees, and traffic persons
- 3 **Compliance to local laws:** The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.
- 4 **Site cleaning :** All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. The contractor shall arrange to remove the same immediately. If the contractor

is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.

- 5 **Vouchers / bills:** Contractor shall upon the request of the M.M.T.C Limited Company furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as mentioned in the specification.
- 6 **Contractor's responsibility :** The work will from time to time be examined by M.M.T.C. Limited Company's Architect / Engineer, but such examination shall not in any way exonerate the contractor from the obligation to remedying any defects which may be observed at any stage of the work or after the same is completed.
- 7 **Dismissal from work:** The contractor shall upon the written request of the M.M.T.C. Limited Company's Architect / Engineer immediately dismiss from the work any person employed by him thereon, who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the M.M.T.C. Limited Company.
- 8 **Order of work, etc.:** M.M.T.C Limited Company reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned in clause No.49 shall be recovered from the contractor as under.
- 9 **Commencement of work:** The work must be started within **3** days upon accepting the work order and the program for carrying out the various jobs shall be drawn out in consultation with the M.M.T.C. Limited Company company's Architect / Engineer. Adequate labour force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programs so finalized shall entail operation of liquidated damages as stated.
- 10 **Subletting the work:** The contractor shall not directly or indirectly sublet the work to other party without written permission from the M.M.T.C. Limited Company.
- 11 **Quantities of works are provisional:** The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account
- 12 **Distribution of work:** The M.M.T.C Limited Company reserve the right to distribute the work for which quotation have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the M.M.T.C. Limited Company.
- 13 **Third party damage :** The contractor shall be responsible for all injury to persons, animals, building, building structure, any damage to road, streets, footpaths and shall rectify it at its own cost.
- 14 **Insurance cover :** All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of the M.M.T.C and the contractor against this risk to be retained by the M.M.T.C until the virtual completion of the work, and indemnify the M.M.T.C from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.

- 15 **Delay & Extension of time:** All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should applying to the M.M.T.C Limited Company explaining, therein the reasons for such delays, immediately and if in the opinion of M.M.T.C. Limited Company's authorities the delay is justified, the contractor shall be granted extension in time limit.
- 16 **Certificate of virtual completion :** As soon as the work is completed, the contractor shall inform in writing such completion to the M.M.T.C. Limited company's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the date of such certificate.
- 17 **Defect liability period :** The defects or other faults which may appear during the defect liability period which is 12 months after the virtual completion of the work, arising in the opinion of the M.M.T.C Limited Company due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, M.M.T.C Limited Company may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by M.M.T.C Limited Company or may be deducted from any money due to the contractor
- 18 **Arrangement of work:** The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. Contractor is agreed to work after office hours for which no extra cost shall be considered.
- 19 **Stacking of material:** The contractor is not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public.
- 20 **Extra charges:** It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.
- 21 **Protection of material and work:**The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift after office hours. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will have to be made good by the contractor at his own expenditure.
- 22 **Water supply:** The contractor shall make his own arrangement for water required for the work. in case the water is available and supplied by the M.M.T.C. Limited Company, the charges for the same shall be recovered at the rate of 1% of value of the work executed. In case water supplied by the M.M.T.C. Limited Company company, the contractor shall make his own arrangement for the storage, pipeline from point of tape of to the required location.
- 23 **Electric supply:** Electricity will be supplied by the M.M.T.C. Limited Company the contractor shall make his own arrangement for providing points, wires lines, extension board wherever it is required in the premises, in and out.
- 24 **Approval of samples:** The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of material or workmanship that may be called by

M.M.T.C. Limited Company company's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.

- 25 **Workmanship:** The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. shall be made good at the cost of the contractor to the entire satisfaction of the M.M.T.C. Limited Company. Contractor shall make all arrangements for shifting of furniture / records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. for protecting furniture / fixtures, paneling, electrical, fittings, records, etc.
- 26 **Interpretation of documents / drawing:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, TENDERS, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the M.M.T.C Limited Company whose decision shall be final and binding on the contractor.
- 27 **Use of scaffolding:** The contractor shall allow the use of scaffolding erected by them to any other agency employed by the M.M.T.C Limited Company during the contract period without any payment.
- 28 **Provisional Item:** If ordered by the M.M.T.C. Limited Company, contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.
- 29 **Measurements of all concealed items:** Measurements of all concealed items of work and extra item if any, shall be got recorded by the M.M.T.C. Limited Company's Architect / Engineer before they are checked up.
- 30 **Measurements:** All measurement tapes shall be of steel and all scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.
- 31 **Cleaning during the work:** The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.
- 32 **Complying I.S. specification:** Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill
- 33 **Rate to include:** The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labour, loading, profit, taxes if any, scaffolding, transport, supervision, spot light arrangement and any other means to complete the job. Octroi, sales-tax, works contract tax or any other taxes present or future to be included in the rates so quoted.
- 34 **Price Fluctuation:** The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation

due to variation in the cost of material or labour.

- 35 **The successful tenderer** if called upon to do so, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the M.M.T.C Limited Company confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.
- 36 **Testing of materials:** If at any point of time during the work, if M.M.T.C Limited Company authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the M.M.T.C. Limited Company company.
- 37 **The contractor** shall note that they should bring to the notice of the Architect / Engineer any breakage in glass window before starting work. However, if any glass window is found to be broken during the repairing work, the same shall be replaced by the contractor at his own cost.
- 38 **Conditional tenders:** Conditional tenders are liable to be rejected.
- 39 **Rates of non-tendered items:** The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.
- 40 **Abandonment of work:** If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
- 41 **The M.M.T.C Limited Company** reserves the right to accept / reject the lower or any or all tenders in part or in whole without assigning a reason therefor.
- 42 **Decision of the M.M.T.C** shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is pre-course to any legal action in this regard.
- 43 **Incomplete tender:** Incomplete tender shall be summarily rejected
- 44 **When the work** has been virtually completed and M.M.T.C. Limited Company's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, ad quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honored within the period specified in the Appendix as period of honouring final certificate.
- 45 **The contractor** shall be paid by the M.M.T.C Limited Company within the period named in Appendix (period of honouring certificate) after such certificate has been delivered to the employer by the M.M.T.C. Limited Company company's Architect / Engineer. M.M.T.C. Limited Company company's Architect / Engineer has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.

- 46 **Earnest Money Deposit** of successful tenderer shall be treated as security deposit. The contractor should pay this amount to the M.M.T.C by DD or PO at the time of submission of tender. This amount shall be retained by the M.M.T.C till the work is virtually completed and all amounts relating thereto settled.
- 47 When the certificate of the **virtual completion** is issued to the contractor the security deposit in the form of EMD and balance to the extent of 4% of the final bill will be retained and returned to the contractor after the expiry of defect liability period (see point 5 & 6 of appendix), subject to deductions for any appropriations thereof required to be made by the M.M.T.C as per conditions of the contract. The contractor should note that no interest will be allowed on his security deposit.
- 48 The contractor is requested to **sign** each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.
- 49 **Liquidated damages:** If the contractor fails to maintain the required progress or to complete the work and clear the site or before the contract or extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of ₹.1000/- per day subject to a maximum of 10% of total cost of work done.
- 50 **Records & measurements:** Measurements shall be taken jointly by M.M.T.C. Limited Company's Architect / Engineer and contractor and shall without extra charges provide assistance with appliance, labour and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.
- 51 **Safety measures:** The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, M.M.T.C. Limited Company's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. Employer that is M.M.T.C Limited Company shall not be liable for any compensation due to accident, any mishap or negligence.
- 52 If there is **delay** in commencement of work for any reason, the employer that is M.M.T.C limited company shall not be liable for any compensation.
- 53 If at any point of time **during the progress**, it is observed that the contractor is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from M.M.T.C. Limited Company's Architects, the employer (M.M.T.C. Limited Company) reserves the right to terminate the contract with 7 days notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the M.M.T.C will be forfeited
- 54 Although the number of coats of **paints / polishing** / white washing are specified the contractor will have to additional coats if the surface is not to the satisfaction of the M.M.T.C. Limited Company company's Architect / Engineer and there shall be no extra payment on account of such coats
- 55 **First Aid:** The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
- 56 **Supervision:** The contractor is required to have on site during all working hours a competent supervisor (acceptable to M.M.T.C. Limited Company) who will be responsible for the conduct of worker and who has authority to receive and act on such instructions

issued by the Architect / Engineer of M.M.T.C. Limited Company.

- 57 All work shall be carried out in a **workman-like manner** to the entire satisfaction of the Architect / Engineers.
- 58 Contractor shall follow all **rules / regulations** in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.
- 59 **Transfer of Tender Documents:** Transfer of tender documents purchased by one intending tenderer to another is not permissible.
- 60 **Safety:** The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site.
- 61 In spite of following safe methods, in case of any **unfortunate accident**, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.
- 62 **Nuisance:** The contractor shall not any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.
- 63 **Rights, remedies and powers:**
- l) Termination of contract due to contractor's default. If the contractor:
- a. Abandon the contract.
 - b. At any time defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Engineer or Project Architect or Employer, or
 - c. Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf of the Engineer or Project Architect or Employer.
 - d. Persistently disregards the instructions of the Engineer, Project Architect or contravenes any provision of the contract, or
 - e. Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, Project Architect notice to the effect that the said materials or works have been rejected.
 - f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or Project Architect of Employer, or
 - g. Offer or gives or agrees to give to any person in the Employer's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or

reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Employer, or

- h. Shall enter into a contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Employer / Engineer, or
 - i. Shall obtain a contract with the Employer as a result of ring tendering or other non-bonafide methods of competitive tendency, or
 - j. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
 - k. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
 - l. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
 - m. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written approval of the employer.
 - n. The M.M.T.C may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part.
- II) Upon such determination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way effecting the rights of the Employer.
- III) Rights of the employer after determination of the contract due to contractor's default.
- The Engineer/Architect shall on such determination have powers to:
- a. Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and / or
 - b. Carry out the incomplete work by any means at the risk and cost of the contractor.
- IV) On determination of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the

recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding the contractor.

- V) The M.M.T.C Limited Company shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

Signature of contractor with seal

64. Fraud Prevention

(1) Commitment of the Bidder(s) / contractor(s) / Buyer(S) / Vendor(s) :

The Bidder(S)/contractor(S)/Buyer(S)/vendor(S) shall be bound to take all measures necessary to prevent fraud and corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "fraud prevention policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- a. The Bidder(S)/contractor(S)/buyer(s)/vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.
- b. The bidder(S)/contractor(S)/buyer(S)/vendor(S) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-

submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(S)/contractor(S)/buyer(S)/vendor(S) shall not commit or allow any employees of MMTC, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - d. The bidder(S)/contractor(S)/buyer(S)/vendor(S) shall not instigate third persons commit offences/activities outlined in fraud prevention policy or be an accessory to such offences.
 - e. The bidder(S)/contractor(S)/buyer(S)/vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay
- (2) Disqualification from tender process and exclusion from future contracts: If the bidder(S)/contractor(S), before award or during execution has committed a transgression through violation of clause x, above or "fraud prevention policy" of MMTC in any other from such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the bidder(S)/contractor(S)/buyer(S)/vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(S)/contractor(S) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (3) Damages : if MMTC has disqualified the bidder(S) from the tender process prior to the award or during execution according to clause X(2),MMTC shall be entitled to demand and recover from the contractor liquidated of the contract value or the amount equivalent to performance bank guarantee.

Signature of contractor with seal

APPENDIX REFERED TO IN THE GENERAL CONDITIONS

- | | | |
|---|---|--|
| 1. Defects liability period | : | 12 Months |
| 2. Date of commencement | : | Immediately from the date of issue of letter awarding the job. |
| 3. Date of completion | : | 20 Days. (3 days after the contract is accepted by the contractor |
| 4. Interim Payment | : | Nil |
| 5. Security deposit for defects liability period | : | 10% of the total value of work (including the earnest money) |
| 6. Liquidated damages for non-completion of work within stipulated period | : | ₹.1000/- per day subject to a maximum of 10% of total cost of work done. |

Signature of contractor with seal

LIST OF APPROVED MAKES & GENERAL SPECIFICATION (For Civil Works)

SR. NO.	ITEMS	PRODUCT
1.	TEAK WOOD	Only Seasoned Timber to be used
	FOR EXTERNAL USE	1 st quality Ghana Teak Wood, or Steam beach as suggested in details specifications brown in color without knots, joints & bend wood.
	FOR INTERNAL USE	1 st quality C.P. Teak Wood ,as suggested in details specifications without knots, joints & bend wood. .
	FOR WOODEN MOLDING & BIDDING	1 st quality either Ghana Teak Wood, or steam beach. wood as specifications in detail specification of each item.
2.	GLASS	
	1. Glass	Modi float & frosting effect is provided where specified
	2. Mirror	Modi float
3.	HARD WARE	
	1. Adhesives	Fevicol SH or Approved by interior
	2. floor spring	Everite, ozonal or equivalent
	3. Door stop	E.G Ozonal or eq
	4. Locks	Efficient Gadget/ Godrej
	5. Hinges	C.P fittings C.P polish or good qualities/ Heavy Duty/ on design approval.
	6. Stoppers, Aldrap, Knobs	C.P polish orbit make fixtures/ Heavy duty/ M.S powder coated/ on design approval
	7. Drawerchannel Door closer Telescopicchannel, Cable	E.F.G or equivalent EBCO or eq.

	organiser	
	Door Clouser	Everite, ozonal or equivalent
	8. Screw	Nettle fold 'GKW' or equivalent
4.	PLYWOOD, BLOCK Flush door BOARD	
	1 Commercial ply wood & B.W.P.I.S.303	Archid, Greenply, Rotoply, or equivalent
	2 Water proofing block Board I.S 707	Archid, Greenply, Rotoply, or equivalent
5.	LAMINATE	Rotolam, Archid, Formica, Century or eq. as per standard shade or suggested by Architect
6.	PAINT & POLISH	
	1. Polish	N.C. clear Lacquor polish Duco/ Asian Melamine as suggested
7.	PAINTS	
	1. Paint	Goodlass Nerolac- Asian paint I.C.I
	2. Cement base paint	Snow cem plus
8.	ALUMINIUM	
	1. Aluminium sections	12 G jindal/ Hindalco or eq.
	2. Powder coating	50 microns
9.	VITRIFIED FLOORING	Euro. Johanson, Granato or eqvi. company
10.	Bricks	Well brunt Chimney Bricks
11.	CEMENT	Ambuja, Laxmi, L& T or eq.
12.	Tile Adhesive	Saint gobin or eq.
13.	Vitrified flooring	Euro., Johnson or eqvi. company
14.	Cement	Ambuja, Laxmi, Chetak, L& T or eq.
15.	Toilet fittings	Jecquer or, Kich or eq
16.	Ceramic flooring	Euro., Johnson or eqvi. Company
17.	P.V.C water supply	Astral Ashirwad, or eq
18.	Drainage line	Prince. Finolax or eq
19.	Toilet Assessories	Cera or eq
20.	Black granite	19mm thick telephone black
21.	Waterproofing compound	Fairmate company or eq.
22.	Plumbing & Drainage Conduit	Astral company or eq.
23.	Electrical Conduit	Precision or eq
24.	Electrical wire Cable	Finolex F.R. quality
25.	Plumbing & Drainage Conduit	Astral company or eq

Note: In case of non-availability of any material of specified make, the alternative should be used only after its due approved by the Employer of the Architect.

The last decision of the choice of any of the agency rest with Interior.

All unexposed wooden surface to be protected with good quality enamel paint or polished.

All Dimensions given are for considerations can be changed as per site dimensions.

All ply particleboard & wood surface shall be treated by anti termite treatment at site.

All hardware / color shade shall be approved by site in charge or interior.

For all items only exposed elevation measurement shall be taken for bill amount hidden supporting members

Of furniture / supporting member of partition will not be taken in to account

Signature of contractor with seal

LIST OF INDIAN STANDARD REFEREED TO

1. I.S. NO. 1200 – latest measurement of building and civil engineer work.
2. I.S. NO. 287 – 1973 recommendation for maximum permissible moisture content of timber used for different purpose in different climatic zones
3. I.S.NO. 1141 – 1973 code of practice for seasoning of timbers.

4. I.S.NO. 6534 – 1971 guiding principals for grading and inspection of timber.
5. I.S.NO. 1200 (part XXI) 1973.
6. I.S.NO. 3845 – 1966 code of practice for joints used in wooden furniture.
7. I.S.NO. 4450 – 1967 wooden flush doors. Type to method of test for.
8. I.S.NO. 4970 – 1973 key for identification of commercial timber.
9. I.S.NO. 3364 (part II) – 1975 methods of measurements and evaluations of defects in timber, part II converted timber.
10. I.S.NO. 1708 – 1969 methods of testing shall clear specimens of timber.
11. I.S.NO 6342 – 1971 Rose wood logs for production of sliced veneers.
12. I.S.NO 5248 – 1969Teakloges for production of sliced veneers.
13. I.S.NO. 2202 (part I) 1973. Specification for wooden flush door shutters (solid core type cat I plywood).
14. I.S.NO. 2338 (part 1) 1967 code pf practice for finishing of wood based materials part 1 operations and workmanship.
15. I.S. No. 7360 – 1975 Methods of sampling of plywood.
16. I.S.NO. 303 – 1975 Specification for plywood for general purposes.]
17. I.S.NO. 3129 – 1965 Specification for article board for insulation purposes.
18. I.S.NO. 3513 – 1966 (part – III & part IV) High and medium density wood based laminates part III general purposes. Part IV sampling test.
19. I.S. NO. 1659 – 1979 Block boards.
20. I.S.NO. 7916 – 1974 Decorative plywood using plurality or veneers for decorative faces.
21. I.S NO. 3478 – 1966 Height density wood particle boards.
22. I.S. NO. 1734 (part 1 to XX) Plywood method of test for
Part I-General
Part II-Plywood
Part III-Battens
23. I.S.NO. 1328 – 1970 veneer decorative plywood.
24. I.S. NO 710 Marine ply.
25. I.S.NO 3087 – 1965 Wood particle boards (medium density)
26. I.S. NO. 3087 – 1965 Specification for synthetic rising adhesives for plywood (phonolic & Amino plastic)
27. I.S.NO. 2046 – 1969 Specification for decorative laminate.
28. I.S. NO. 8273 – 1976 Fibrous gypsum plaster boards.
29. I.S. No. 2095 – 1964 Gypsum plaster boards.
30. I.S.NO. 2542 (part 1) – 1978 Gypsum plaster concrete products, methods of test for part 1 – plaster and concrete.
31. I.S NO. 8272 – 1976 Gypsum plaster for use in the manufacture of fibers plaster boards.
32. I.S.NO. 2441 – 1963 Fixing coiling covering code of practice for.
33. I.S.NO. 2835 – 1977 Specification for flat transparent sheet glass.
34. I.S NO. 2395 (part 1) – 1966, 2395 (part 11) – 1967 painting to concrete masonry, plaster surface code of practice for part –1 operation and workmanship part II schedule.
35. I.S.NO. 3548 – 1966 Glazing in building code of practice.
36. I.S.NO 6279 – 1965 Specification for ready mixed paint brushing, matt or egg-shell flat finishing, interior.
37. I.S.NO. 137 – 1965 Specification for ready mixed paint brushing, matt or egg-shell flat finishing, interior to Indian standard colours as required.
38. I.S.NO. 133- 1975 Specification for ready mixed paint brushing, wooden coating, interior ti Indian standard colours.
39. I.S. NO 129 – 1950 Specification for enamel interior (a) under coating (b) finishing.
40. I.S.NO. 120- 1950 Specification for ready mixed paint brushing, finishing interior oil glass, for general purposes to Indian standard colours.
41. I.SNO. 533-1973 Specification for gum spirit of turpentine (oil of turpentine.)
42. I.S.NO. 101 – 1964 Methods of test for ready mixed paints and enamel.
43. I.S.NO. 75-1973 Specification for linseed oil, and refined.
44. I.S.NO. 77 – 1973 Specification for linseed oil, and refined.
45. I.S.NO. 124 (part1) – 1976 Specification for ready mixed paint brushing finishing semi- gloss for general purpose.
46. I.S.NO. 5884 – Specification for woolen carpets.
47. I.S.NO. 104- 1979 Specification for ready mixed paint Brushing finishing, zinc chrome primer.
48. I.S. NO 5391 – 1969 Adjustable metal chairs for use of typist and operators in telephone exchanges.
49. I.S.NO. 8756 – 1978 Ball catches for use in wooden almiraahs.
50. I.S.NO 3499 – 1976 (part 11) chairs for office purposes metal revolving and tilting.
51. I.S.NO. 5416-1969 General purposes wooden chairs methods of test for.
52. I.S NO. 6185 – 1971 High chairs specification and safety requirements for.
53. I.S.NO> 4116 – 1976 Joints used in wooden furniture code of practice for.
54. I.S.NO 3485 – 1966 Joints used in wooden furniture code of practice for.
55. I.S.NO. 7070- 1973 Shelving racks wooden (adjustable and non-adjustable)type.

56. I.S.NO 4414-1977 table tops (wooden)
57. I.S.NO. 5967-1969 Tables, wooden method of test for.
58. I.S.NO. 3564 –1975 Door closures (hydraulically regulated).
59. I.S.NO. 3564 – 1979 Drawer locks, cupboards and box locks.
60. I.S.NO. 7981 – (part1) – 1975 Glossary of terms relating to builders hardware – part 1 locks.
61. I.S.NO. 204- (part 1 & 11) 1978 Tower bolts ferrous metals and non-ferrous metals.

Note : The various items to be used in the interior decoration work shall be of ISI standards. Whenever the items/ products do not have ISI marks standard, shall be got tested for its quality etc. at the laboratory and necessary testing charges shall be borne by the contractor.

Signature of contractor with seal