

MMTC LIMITED

Arihant Towers II, (opposite Sanganeri Gate Telephone Exchange),
Agra Road, Jaipur 302003
Phone : 0141-2615323, 2601882

TENDER NOTICE

Tender No. : MMTC/JPR/06/14-15
Date : Dec 31, 2014

Tender for Dismantling, Transportation and Reassembly of Old Aluminium partition at Jaipur

1. Tenders are invited from reputed and bonafied Agencies as firms / individuals / contractors for safe dismantling / removing existing aluminium partition with board and glass at MMTC office at Nehru Place, its safe transportation, and its reassembly of full and low height partition of aluminium with board and glass at MMTC proposed new Showroom-cum-office of MMTC Limited at 2nd Floor, Gaurav Tower, Malviya Nagar, JLN Marg, Jaipur.

2. Price offer bid to include all labour charges, transportation charges, and consumables like, patti, hinges, knobs, nails, etc, etc. MMTC shall provide only aluminium, board and glass. All fixing and reassembly and in the process all required other consumables of standard quality and quantity shall and will be to the account of Bidder, which he must include in his bid.

- | | |
|--------------------------------|--|
| a) Name of work | Labour quote for dismantling, transportation and reassembly of aluminium partition as per plan design at MMTC proposed new Showroom-cum-office at Jaipur |
| b) Address of reassembly at | 2 nd Floor, Block 'C', Gaurav Tower, Malviya Nagar, JLN Marg, Jaipur – 302017 |
| c) Address of dismantling from | MMTC Limited, NSO 1, 2 nd floor, Nehru Place, Tonk Road, Jaipur 302005. |
| d) Earnest money deposit | Rs. 1000/- by way of DD / Cheque / BC in favor of MMTC Limited payable at Jaipur along with bid |
| e) Time of completion | 7 days |

- g) Availability of tender document Tender document will be available from the office of MMTC Limited, Arihant Tower II, Opp. BSNL Office, Agra Road, Jaipur from Dec 31, 2014 to Jan. 05, 2015 on all working days (except Sundays and holidays) between 1000 hrs to 1700 hrs and through internet MMTC website at www.mmtclimited.com
- h) Place and last date of submission The tender document addressed to MMTC Limited, Arihant Tower II, Opp. BSNL Office, Agra Road, Jaipur be dropped in tender box upto 1200 hrs. on January 6, 2015 (Tuesday) at the above address. bid shall be opened on same date and place at 12.30 p.m, where bidder is welcome to be present.

TERMS AND CONDITIONS

3. The eligible criteria for participation in the tender process for this project will be as under: -
- a) Agencies as firms / individuals / contractors to have at least one year satisfactory experience in this field.
 - b) Any Agency having successfully executed similar assignment at any of MMTC office in past 5 years stands qualified. MMTC Jaipur shall confirm satisfactory & successful execution of the assignment from the concerned department.
 - c) The agency should not be blacklisted by any Central/State Govt. department/PSU/Bank etc.
4. It should definitely be understood that MMTC Limited does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alteration by the authorized representative of MMTC Limited, at MMTC sole discretion.
5. Work will be in accordance with the drawing & explanation in SOQ placed at Annexure I and Annexure II. The payment based on rates quoted in the tender shall be determined basis finished work at site and shall include all

charges for VAT & other taxes applicable, only service tax will be paid separately.

6. The tenderer is advised to visit and inspect the site of work at Gaurav Tower and also at MMTC Arihant Tower office and at Nehru Place from where the aluminium, glass framework is to be dismantled before tendering and also get himself acquainted regarding availability of materials and labour and other local conditions.
7. The work shall be completed within 7 days time from the date of handing over of the site or issue of letter of acceptance, whichever is later. No extension of the time shall be granted without any valid reason.
8. The contract shall be governed, construed, and enforced in accordance with the laws of India and the tenderer shall be responsible for compliance with all relevant and applicable laws, rules and regulation in this regard.
9. The contractor shall be subject to the jurisdiction of the Courts of Jaipur.
10. The tenderer shall keep the tender price offer open for acceptance for at least 3 months (90 days) from the date of issue of tender. MMTC Limited reserves the right either to accept or reject any or all tenders received without assigning any reason whatsoever for the same. The tender results of award shall be posted on MMTC website.
11. The Bid shall be opened at Arihant Tower II, Opp. BSNL Office, Agra Road, Jaipur at 1230 hrs on January 6, 2015 (Tuesday)in presence of the tenderers or their authorized representative who choose to be present.
12. Bids made frivolously or by bidder not having requisite experience in this field of work shall be rejected.
13. Successful tenderer will be required to submit an authenticated certificate giving details of the materials used while executing the work, and also certify the same to be as per norms of the tender. Warranty / Guarantee / Free Service Card where applicable shall also be given to MMTC.
14. If considered appropriate, the MMTC reserves the right to issue addenda/ addendum or amendment(s) to any conditions/specifications/ schedules to all tenderers before the date of submission. Tenders submitted by the tenderers shall be deemed to cover the effect of such addenda (addendum)/

amendment(s) duly signed by the tenderers shall be submitted along with the tenders.

15. No modifications, writings or corrections can be made in the tender papers by the tenderer, but may offer his comments or modifications duly authenticated and signed, in a separate sheet of paper, attached to the original tender papers.
16. MMTC reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section and split up and distribute any item of work to any specialist firm or firms, without assigning any reason.
17. Timely completion being the essence, in event the lowest bidder fails to commence / complete the work, MMTC reserves the right to get the work done / completed from an alternate agency at cost , risk and liability of the lowest bidder who fails to fulfill his work.
18. The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of issue of the tender.
19. The quantities shown in the schedule of quantities are approximate and any variation therein should not vitiate the contract. Similarly, if any additional or substituted items of work are required to be executed, the contractor should provide the same. The rates of such items are to be certified by MMTC as reasonable and would be binding on the contractor. MMTC also reserves the right to delete any item or part thereof. MMTC reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.
20. The entire work is to be completed in all respects within the stipulated period (7 days). The date of commencement will be from the date of acceptance letter issued to the contractor or the day on which contractor is instructed to take possession of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as completed until the MMTC has certified in writing that work has been completed and the defect liability period shall commence from the date of such certificate.

21.Extension of Time:

If, in the opinion of the MMTC the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instruction from the MMTC in consequence of proceedings taken or threatened by or disputes with adjoining or

neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the MMTC and not referred to in the specification or (d) by reason of any combination of workmen or strikes or lock out effecting any of the building trades or (f) from other causes which the employer may consider are beyond the control of the contractor, the MMTC at the completion of the time allowed for the contract, shall make fair and reasonable extension of the time for completion in respect therefore. In the event of the MMTC failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

22. In case of such strikes or lockouts, as are referred to above, the contractor, shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavor all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of MMTC as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then in the event of an extension being granted determine and declare the final completion date.

23. PROGRESS OF WORK

During the period of execution the contractor shall maintain proportionate progress. Contractor shall also include planning for procurement of source material well in advance so that there is no delay in completion of the project.

24. Protective Measures

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, night, all days including Sundays and other holidays. Contractor shall indemnify MMTC against any possible damage to the building, roads, or member of the public during the course of execution of the work.

25. Storage of Materials

The contractor shall provide and maintain proper storage and adequate protection of the materials, etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove it on completion.

26. Dismissal of Workmen

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him who may in the opinion of the MMTC be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation of damages against the employer or any of their officers or employee.

27. DAMAGES TO PERSONS AND PROPERTY AND INSURANCE

The contractor shall be responsible for all injury to the worker or workmen or persons, things and for all damages to the project works, materials, equipments, structural and/or decorative part of property which may arise from the operations or his own negligence or of any sub-contractor or any of his or his sub-contractor's employees whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractors shall indemnify MMTC and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The contractor shall reinstate, rectify and remedy all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

28. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he must obtain the approval in writing from MMTC for any such substitution well in advance. Materials designated in this specification indefinitely are such terms as "Equal or "other approved". etc. specific approval of the MMTC has to be obtained in writing.

29. DEFECTS AFTER COMPLETION

The defects liability period (D.L.P.) shall commence from the certified date of completion issued by MMTC. The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, cracks or other faults, which may appear within DLP. In default the MMTC may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor all such damages, losses and expenses shall be recoverable from him by the employer or may be deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Earnest money together with any expenses the MMTC may have incurred in connection therewith.

30. CONCEALED WORK

The contractor shall give due notice to the MMTC whenever any work is to be buried in the wall, roof and ground or concealed under partition, furniture otherwise becoming inaccessible later on in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall, at the option of the MMTC be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or

differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the MMTC shall be accepted as correct and binding on the contractor.

31. Any damage caused by contractor's workmen to walls, ceiling, floor or existing fixtures, etc in the premises would be made good by the contractors at their cost. The contractor shall make all necessary arrangements to ensure that the renovation work is carried out safely and securely to ensure the premises / sites where job is carried is not damaged.
32. The rubbish and superfluous materials should be disposed of at the place earmarked by the local Municipal authorities and other materials / tools / equipment used for the work should be removed from the site and area should be cleaned at contractor's cost after completion of work and prior to submission of final bills.
33. Any material found defective by the Company during or after execution of work would be removed from site by the firm and such material would not be reused in this work.
34. In case of extremely unsatisfactory execution, incompetence, bad workmanship, use of material officially rejected by the Company or similar circumstances, or work is stopped / halted midway for any reason whatsoever, the company reserves the right to terminate this contract with the agency / contractor and engage separate agencies / contractors for completing the balance work, without reference / recourse to the original contractor at the cost, risk and value of original contractor. MMTC shall however provide the original contractor one week's notice for submission of final bills payable on actual measurements of work and material satisfactorily executed at that stage as determined by MMTC.
35. **PAYMENTS**

No advance payment will be paid to the contractor during commencement of work, but running bills may be submitted on the basis of joint measurements after partial execution.

Minimum value of work to be completed for submission of running bills if 50 % quantum of the contract value. TDS and other taxes if any will be deducted as per prevailing norms of Government.

Payments shall be made by RTGS directly to bank account / by cheque.

36. ESCALATION:

The rates quoted by the contractor & accepted by the Company shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subjected to any fluctuation due to increase in cost of materials, labour, Vat, Service tax, Sales Tax, Octroi, etc unless specifically provided in these documents. MMTC is not concerned with any rise or fall in the prices of any materials / labour. The rates quoted shall take all facts into account.

37. The decision of the General Manager, MMTC Limited, Regional Office, shall be final and binding, if any, disputes or differences pertaining to the contracts arises.

38. The L1 will be determined basis the lowest rate Bid quoted for per square feet of the fully final reassembled / constructed partition as measured at the Gaurav Tower site.

39. Other Terms

- a) The tender will be acceptable only from authorized person /individual of the agency / contractor.
- b) Tender will NOT be accepted by fax, email, telex or any other such means.
- c) MMTC reserves the right to relax any technical specification without assigning any reason thereof. (if no participation or very weak participation is noted)
- d) The tenders received late shall not be considered and no correspondence in this regard shall be entertained.
- e) Queries, if any, raised by MMTC should be answered by the tenderer within the prescribed date. In case no reply is received within the stipulated timeframe, the bid can be rejected
- f) MMTC Limited, Jaipur shall be under no obligation to accept the lowest quotation.

- g) Tender is likely to be rejected because of non-fulfillment of any of the above terms.
- h) All disputes lie within the jurisdiction of Jaipur only.
- i) The General Manager, MMTC Limited, Jaipur reserves the right to reject all or any tender without assigning any reason thereof.

40. Tenderer to sign this document and submit the same as part of the bid.

INSTRUCTION FOR TENDERING

41. Earnest Money Deposit

The tenderer will have to deposit 1,000/- in form of DD / PO / Cheque in favor of MMTC Limited payable at Jaipur at the time of submission of tender as an earnest money. The company shall not pay any interest on the earnest money. The earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The tender shall be valid for a period of not less than 90 days after the date of opening. If any tenderer withdraws his tender within the said period, MMTC shall be at a liberty to forfeit Earnest Money paid along with the tender.

42. Retention Money

5% retention amount out of the running account bill shall form a part of security deposit and the total security deposit of 5% shall be released after defect liability period is over (30 days from date of final completion of work) considering this is not a civil job.

43. No variations from specifications would be allowed without prior consent of MMTC.

44. Contractor should take all precautionary measures, steps including insurance as per standard practice so that no accident and damage occurs to their workmen. MMTC will not be responsible for any such accident, damage to contractors' workmen, nor shall take any insurance or liability of any kind.

45. The tenderer must obtain himself on his own responsibility and his own expenses all information and data including visiting the site for renovation for

dismantling the existing aluminium & glass partition, beforehand, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations, etc. The tenderers should note and bear in mind that MMTC shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their parts. The consequence of the lack of any knowledge as aforesaid on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the MMTC. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

46. Any tender which is incomplete or does not comply with the prescribed conditions on stipulation as laid down herein will be liable to rejection at the time of opening or during subsequent scrutiny.
47. Overall value of work tendered for may be increased or decreased including individual and sub-items under each head at the discretion of the MMTC in which case still all the other terms & conditions of contract shall remain unaffected by such alteration. The individual / sub items, one or more, may at the discretion of MMTC be increased or decreased or removed totally in which case still all the other terms & conditions of contract shall remain unaffected by such alteration.
48. The tender will be opened publicly by the MMTC in presence of such tenderers or their authorized representative who may chose to remain present. If any tenderer or their representative fail to attend during opening of tender as mentioned above the tenders will be opened in their absence and no subsequent objection will be entertained on this ground of the absence of any tenderer under any circumstances.
50. Process of Tender : Tenderer shall submit his offer in hard copy in sealed Envelope filling in the format as appended. Envelope to be superscribed as "BID FOR Labour charges for dismantling and reassembly of aluminium partition for MMTC"
51. Check List of documents to be submitted with Bid envelope

- All the pages of this Tender document and bid document are to be duly signed and stamped by the tenderer
- EMD of Rs 1,000 in favour of 'MMTC Limited, Jaipur' in form of DD / Cheque / BC payable at par at Jaipur.
- Price Bid duly filled and signed as per the format given in Annexure III

52. For any further information on the tender, if required, office of GM/AGM, MMTC shall be contacted at following address.

MMTC LIMITED

Arihant Towers-II, Opp. Sanganeri Gate Telephone Exchange, Agra Road,
Jaipur-302003 (India).

53 Earlier who have applied for above tender, need not to apply a fresh.

I hereby agree to above terms and conditions

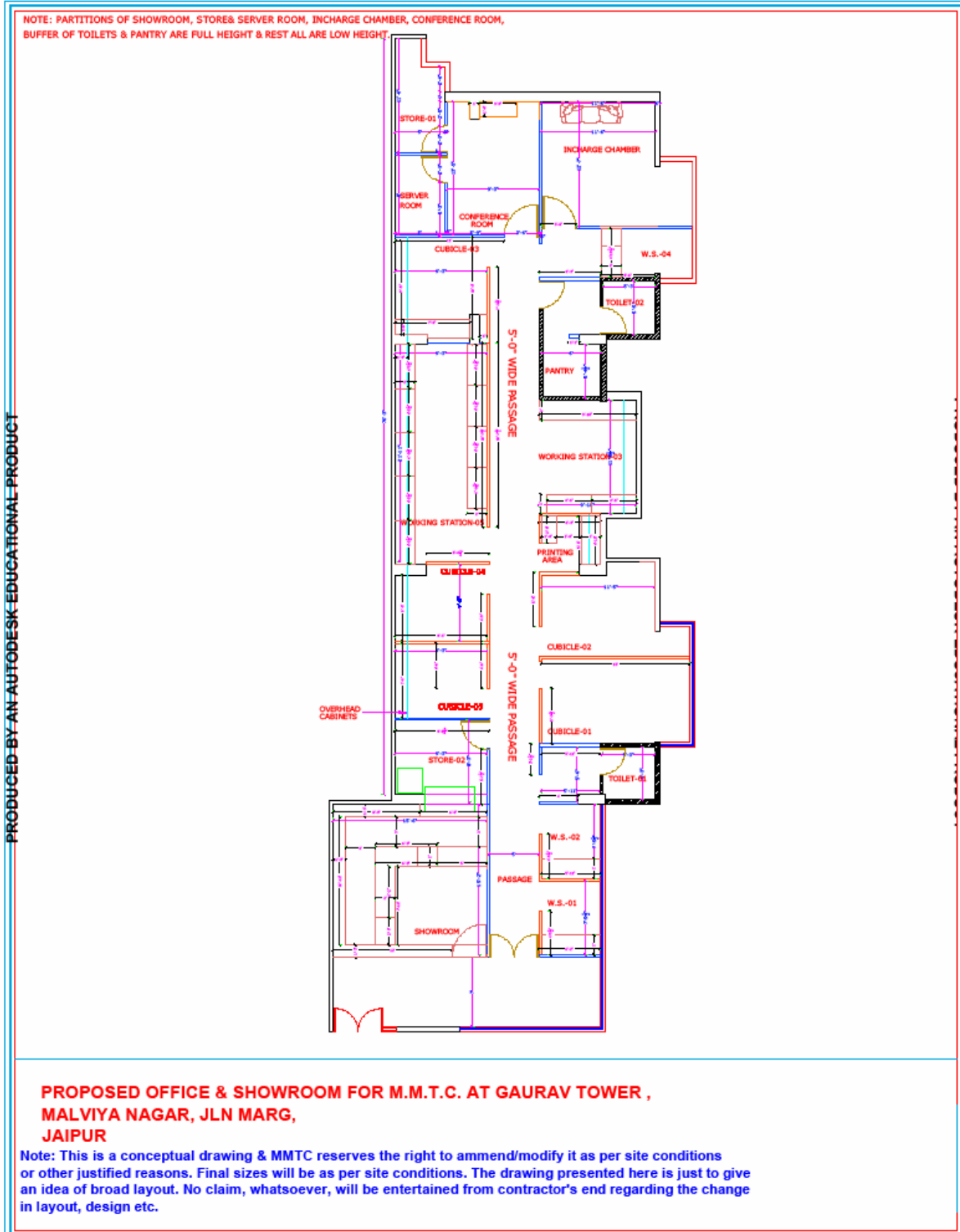
Signature of tenderer, with Name, address, and seal.

Place :

Date :

Annexure I

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



Annexure II

MMTC Limited Arihant Tower II, Opp. BSNL Office, Agra Road, Jaipur - 302 003**Tender No. MMTC/JPR/06/14-15 Dated 31.12.2014**

S.No	Description of the Work Item
PARTITION WORK - Dismantling and Reassembly	
1	Labour charges for disassembling/removing existing aluminium partitions, glass, prelaminated board, handles, door closures, floor springs & other accessories in such a manner that it can be used for reinstalling at another site. Rates should include the safe transportation of such material from existing MMTC office at Nehru Place, Jaipur to proposed new office of MMTC at Gaurav Tower, Malviya Nagar, Jaipur.
	Labour charges for constructing full height & low height aluminium partitions as per design and site space. All the required material and consumables will be brought by the bidder. MMTC shall only provide Aluminium, Board and Glass. Expected approximate construction of partition at Gaurav Tower is approximate 2000 Square feet. The actual final fully satisfactorily reassembled / constructed area as measured at Gaurav Tower site shall be basis of calculation of work done for determining the amount payable by MMTC.

PRICE BID FORM

1 Name

2 Address

3 Phone No.

4 Mobile No

5 E mail

6 EMD Details

Cheque/ DD/No

Date

Bank name

Rs 1000/-

Rate Quoted per square feet of fully satisfactorily finished reassembled / constructed partition at Gaurav Tower site:

Rs _____ per square feet (in letters) + Service Tax

Rs _____ per square feet (in words) + Service Tax

Signature

Name

Place

Date