



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

ESTATE DIVISION

No. MMTC/Estate/918/19-20

Dated 26.07.2019

TENDER DOCUMENT

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

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

No. MMTC/Estate/918 /2016-17

Dated 26.07.2019

Technical BID

Part – 1

Start date for Downloading tender document	26.07.2019	From 1400 HRS
Last date for Downloading tender document	27.08.2019	Up to 1500 HRS
Due date of tender submission (Technical & Financial Bid)	27.08.2019	Up to 1500 HRS
Pre-bid meeting	19.08.2019	At 1100HRS
Technical Bids opening Date	28.08.2019	at 1100 HRS

Downloaded by:

M/S

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

No.: MMTC/Estate/918/19-20

Dated 26.07.2019

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

No. MMTC/Estate/918/2019-20

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Appendix

Period of Contract	The agreement shall remain valid initially for a period of one year with a provision of an extension /renewal for a further period on mutually agreed terms and conditions.
Defect Liability period	6 months from the date of completion of contract
Earnest Money Deposit	Rs. 75,000/-
a) Security Deposit	5% to be deducted from the Running Bills
b) Performance Guarantee	5% of the tendered Cost
Participation Fee (Non- Refundable)	Rs. 1,000/-
Address of work site	MMTC Housing Colony, Sri Aurobindo Marg, New Delhi –110017

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

No. MMTC/Estate/918/19-20

Dated 26.07.2019

Tender Document

MMTC Limited (A Govt. of India Enterprise) invites E-bids for distempering internally of C, D & E Type flats in MMTC Housing Colony, New Delhi from well-established and reputed firms having experience in similar kind of works. Interested bidders fulfilling minimum eligibility may submit their bid quoting their most competitive rates along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with EMD and Participation fee shall be sent in physical mode as well so as to reach the Office of Chief General Manager (E), 2nd floor, Core-1, SCOPE Complex, Lodhi road, New Delhi – 110003 before due date and time.

1. Proof of documents for similar nature of works carried out with Govt. Institutions/PSU's / Private Organizations of repute in the last three financial years i.e. 2016-17, 2017-18 & 2018-19.
2. (i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or (ii) Two similar works, each of value not less than 60% of the estimated cost, or (iii) One similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 3 FY ending on 31.03.2019 (Similar work should be as per SOQ/work of painting only).
3. Performance Certificate of the completed works duly authenticated/Certified by an Officer not below the rank of Executive Engineer or equivalent should be furnished separately for each completed work as given under 1 above on the concerned organization's letterhead.
4. Proof of valid registration with statutory authorities for Work Contract, GST, any other etc.
5. Arbitration cases pending against the bidders, if any, submit details.
6. Whether black-listed/ put on holiday list/ withdrawal of works etc. by any clients in the last 5 years, if any. Give details.
7. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax Returns, Profit & Loss accounts) certified by Chartered Accountant.
8. Profile of the firm.
9. Copy of PAN Card issued by Income tax Department, Govt. of India.
10. Scanned copy of Participation Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs **1,000/-** (Rs One Thousand only) in favor of MMTC Limited payable at New Delhi.
11. Scanned copy of EMD in the form of Demand Draft/Pay Order for Rs.75,000/- (Rs Seventy Five Thousand only) in favor of MMTC Limited payable at New Delhi.

12. Details of Bank account e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
13. Duly filled in **e-payment** pro-forma /format duly certified by the Bankers to be enclosed (**Annexure-II**).
14. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure IV), Declaration by the bidder (Annexure V) and list of similar assignments completed in last three years only (Annexure VI) with the Technical Bids.
15. Copy of solvency certificate issued by the scheduled/Nationalized bank.

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

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

No. MMTC/Estate/918/2019-20

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ELIGIBILITY CRITERIA:

The e-tenders under Two–Bid Systems on item rates basis are invited on behalf of MMTC Limited, Core–1, SCOPE Complex, Lodhi Road, New Delhi-110003 from the well-established eligible bidders who have successfully completed three similar types of works in Govt. Institutions/PSUs/ private sector organizations of repute during the last 3 (Three) financial years

SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

1. For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	info@abcprocure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 68136 833	support@abcprocure.com
	+91-(79)- 68136 854	
	09374519729	pankesh@eptl.in
	+91-(79)-6813 6849 +91-(79)-6813 6850	fany.shah@eptl.in
HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		

2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on www.cca.gov.in wherein details have been mentioned.
3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.
4. For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

6. Non-refundable Participation Fee of Rs 1000/- (Rupees One Thousand Only) and EMD of Rs. 75,000/- (Rupees Two Lakh only) in the form of DD/ Pay order in favor of "MMTC Limited" payable at New Delhi) in original along with Technical bid portion downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form as well on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be super scribed as "Technical Bid of **E-NIT FOR DISTEMPERING INTERNALLY OF C, D, DX AND E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI** having name, address, and telephone Nos. of the bidder. The required enclosures as per tender check-list and financial bid shall be submitted through e-mode only.
7. Please note that the tenders submitted without the requisite Non-refundable participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favor of MMTC Limited payable at New Delhi) shall be summarily rejected.
8. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc except GST. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract or the extended period thereof and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respect and in full conformity with the tender terms and specifications.
9. **COMPLETION PERIOD**: On Work Order basis.
10. The technical bids (Part-I) shall be opened on 28.08.2019 at 1100 hours. The date and time for opening of the Financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.
11. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
12. Under Public Procurement Policy (PPP) issued by the Ministry of Micro, Small and Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum of 25% share out of the total procurement of goods and services by Central Ministries/Departments/PSUs are to be made from MSEs. Further out of the 25% target of annual procurement from MSEs, a sub-target of 5% annual procurement from MSEs owned by SC/ST Entrepreneurs and an additional 3% reservation for the Women owned MSEs within the above 25% reservation. Preference will be given to firms registered with the M/o MSME as per guidelines prescribed under MSMEs Act, 2006
13. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
14. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders, in which any of the prescribed conditions are not fulfilled by the bidder, shall be rejected at the discretion of MMTC. Joint tenders shall not be accepted / considered. MMTC also reserves the right of accepting part or whole of the tender and the bidder shall meet the same as per the tender.

15. Pre-bid meeting: A pre-bid meeting will be held on 19th August 2019 at 1100hrs at Site Office, B-110, MMTC Colony, Sri Aurobindo College, New Delhi - 110017. Interested bidders may attend for queries.
16. For details, please visit www.mmtclimited.com, www.eprocure.gov.in & <https://mmtc.abcprocure.com>

**Yours faithfully,
For MMTC Ltd.**

Chief Manager (Estate)

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

No. MMTC/ESTATE/ 918/19-20

Dated 26.07.2019

INSTRUCTIONS TO BIDDERS

TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. **PART – 1** shall be **TECHNICAL BID**, **PART – II** shall be **FINANCIAL BID**.

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

ENCLOSURES TO PART – I (THROUGH E-MODE & PHYSICAL MODE):

1. E-TENDER DOCUMENTS ALONG WITH THE COMPLETION CERTIFICATES ISSUED BY THE CLIENTS WHERE WORKS HAVE BEEN EXECUTED, COPIES OF LOI/ AWARD LETTER/W.O. INDICATING B.O.Q.S ETC OF SIMILAR NATURE/TYPE SHOULD BE ENCLOSED AS A PROOF, INCLUDING WORKS EXECUTED IN MMTC LIMITED, DELHI-NCR. **If submitted – tick (yes)**
2. EARNEST MONEY DEPOSIT OF RS. 75,000/- (Rupees Seventy Five Thousand Only) IN THE FORM OF DEMAND DRAFT/PAY ORDER IN FAVOUR OF 'MMTC LIMITED' PAYABLE AT 'NEW DELHI'. THE NON-REFUNDABLE PARTICIPATION FEE OF RS. 1,000/- (Rupees One Thousand only) THROUGH DD/ PAY ORDER IN FAVOUR OF 'MMTC LIMITED' PAYABLE AT 'NEW DELHI' ALSO SHALL HAVE TO BE SUBMITTED. **If submitted – tick (yes)**
3. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: SELF CERTIFIED COPY OF WORK CONTRACT TAX, EPF/ESI/TIN, PAN NO, GST ETC. **If submitted – tick (yes)**
4. CERTIFIED COPY OF 'ANNUAL TURN-OVER' FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC.TO BE SUBMITTED. **If submitted-tick (yes)**
5. PROFILE OF THE FIRM / COMPANY INCLUDING COPIES OF REGISTERED PARTNERSHIP DEED / PROPRIETORSHIP DEED, MEMORANDUM & ARTICLES OF ASSOCIATION/CERTIFICATE OF INCORPORATION ETC. THE DETAILS OF MANPOWER ENGAGED BY THE FIRM / COMPANY MAY ALSO BE INDICATED INCLUDING QUALIFIED AND EXPERIENCED SUPERVISORS/ENGINEERS. **If submitted- tick (yes)**
6. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS AND ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. **If submitted – tick (yes).**

7. EACH & EVERY PAGE OF THE TENDER DOCUMENT AS PRESCRIBED MUST BE SIGNED & STAMPED AND SUBMITTED IN TOKEN OF COMPLETE ACCEPTANCE THEREOF. **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 ALL INCLUSIVE QUOTED RATES UNDER THE LAID DOWN TERMS, SCHEDULES, BOQS, SPECIFICATIONS, DRAWINGS ETC IN THIS TENDER. WE ALSO CONFIRM THAT THE WORK SHALL BE DONE WITHIN THE STIPULATED PERIOD AS PER THE TERMS AND CONDITIONS OF THIS E-NIT.

N.B.

1. **The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.**
2. **It should be noted that no price/rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).**

ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):

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

FOR MMTC LIMITED

**S K DUTTA
Chief Manager (E)**

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

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

No. MMTC/ESTATE/ 918/19-20

Dated 26.07.2019

GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Technical Bid portion along with EMD & Participation fee in original to be submitted in physical form. If sent by post, shall be through Registered post/ Speed Post. The documents received after due date and time are liable to be rejected and MMTC shall not be responsible for any postal delays.
2. Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. **Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof.** The information submitted shall be complete in all respects. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder(s) shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
3. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/ 26568892) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.

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

Sl. No.	Block	No. of Flats	Approximate Distempering Area in sq.mtr
1	DX Block	7	350
2	C Block	40	233
3	D Block	32	290
4	E Block	05	525

4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
5. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Successful bidder who resorts to canvassing are liable to be rejected.
6. The successful bidder shall have to execute an agreement with MMTC immediately after issuance of first Work Order. The agreement shall remain valid initially for a period of one year with a provision of an extension /renewal for further period on mutually agreed terms and conditions. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).

7. All the work shall be carried out as per given specifications/ Descriptions of items of approved Manufacturers and the terms and conditions given in the tender. The quality consciousness in execution of works is required.
8. Minor modifications if any, as suggested by MMTC/ Site In-charge, have to be incorporated and executed without any extra cost to MMTC Limited.
9. The contract/agreement or the contract document shall mean and include the work orders/agreement, schedule of quantities, if any, general conditions of the contract, instruction to bidders, if any, the tender document and the acceptance letter issued by MMTC. Any conditions or terms stipulated by the bidder in the tender document or any subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.
10. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the successful bidder that the tender has been accepted in accordance with the provisions contained in the tender documents. The responsibility of the successful bidder commences from the date of issue of LOI(s)/Work Order(s) and all the terms and conditions of the contract shall be applicable from such date.
11. Completion time shall mean the period / date specified in the letter of intent, work order.
12. The successful bidder shall furnish to MMTC, the name, designation and address of his authorized representatives acting on his behalf. The complaints, notices, communications, reference(s) shall be deemed to have been duly given if delivered to the successful bidder or his authorized agent by hand at work site or thru' ordinary post.
13. The bidder should study all the tender documents carefully and understand the conditions and specifications etc.
14. The bidder shall remove all debris/wastes etc. wash and clean the floors/areas and hand over the site in a clean and habitable condition after completion of work at their cost.
15. Timely completion of the work is the essence of contract. Successful bidder shall complete the work within the stipulated time. The successful bidder can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deemed fit.
16. The metric units given in the schedule of quantity should be read as the nearest equivalent of sizes in Foot Pound Second system (FPS). In case of any discrepancy in the FPS & MKS system in the schedule of quantity/drawing the decision of the MMTC shall be full & final and binding on the successful bidder. All materials shall be of ISI mark or as approved. Any checks/tests as may be required, are to be carried out by the Successful bidder for the work or part thereof at their cost.

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

No. MMTC/ESTATE/ 918/19-20

Dated 26.07.2019

GENERAL TERMS & CONDITIONS

1. Scope of Work:

- a) Internal painting of various C, D, DX and E type flats at MMTC Colony with oil bound distemper.
 - b) The successful bidder is requested to acquaint himself about site conditions, labour restrictions, traffic, restriction, working hours and occupied house/premises before quoting their rates. He should take into consideration all such factors and contingencies, while quoting his rates. Nothing extra shall be considered beyond the quoted and accepted rates.
 - c) There may be some restrictions on free movement of labourers at site and restriction of working hours and successful bidder shall consider this fact while quoting the rates and executing the work.
 - d) Successful bidder will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
 - e) Minor repairs (like repairing broken edges of walls, filling depressions etc.) with POP/wall care putty) will be carried out by Successful bidder before starting painting work.
 - f) All nail holes shall be filled and sanded flush by the Successful bidder.
 - g) Successful bidder's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint at no extra cost.
 - h) Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment.
 - i) The work shall be carried out without any inconvenience to the occupants.
 - j) The rates quoted shall include covering of furniture and for handling and re-arranging the furniture etc. and any damage to property caused by the Successful bidder shall be made good by the Successful bidder at his cost.
2. The quantities mentioned in the BOQ/Financial bid 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. MMTC reserves the right to execute the items of the BOQ in full or part thereof without assigning any reason and the successful bidder shall not have the right to claim any anticipatory profits or any other claims whatsoever in this regard.
4. The successful bidder shall have to make his own arrangement for storing/deploying the materials, manpower etc required for the works. However, if available, a flat shall be allotted for storing of materials and manpower on payment of Use and Damage charges as fixed by MMTC.
5. 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 Successful bidder at his own cost. However, the electric power requirements for the project shall be borne by the Successful bidder.
6. The payment shall be made on actual works executed as per the approved rates based on actual joint measurements.
7. **A) Payment:** The payment shall be made on actual work executed as per the approved rates based on actual measurement.
 - Running payments shall be admissible based on actual work done/ measurement at site
 - Successful bidder to note that No Running Payment shall be admissible if the value of work done is less than Rs 50000/-.
 - The successful bidder shall submit his/her monthly bills in triplicate to MMTC, Corporate Office for further necessary action. The payment shall be released after necessary deductions. The payment amount will be released through e-payment system only in the bank account of the successful bidder.

B) TERMS FOR PAYMENT:

- Payment of bills, which are ready in all respects, shall be made within 3 weeks of receipt of bill at MMTC.
 - Any clarification/correction/modification, if required, in the bill will be sought from the successful bidder/supplier/service provider within 1-2 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC, CO.
8. The rates of extra non-scheduled items if any, shall be based on the rates quoted in the item for the work if the item is of similar nature, otherwise it shall be worked on the prevailing market rates for material and labour + 10% taken as successful bidder's over heads and profits.
 9. The successful bidder will ensure necessary precautions during the execution of works & will not create any obstacles to the inhabitants of flats situated in and around the MMTC Housing Colony and also shall make good the installation damages, if any, during the execution.

10. Period of Contract:

The period of work contract shall be one year from the date of signing of the agreement. Time is the essence of the contract. If the successful bidder fails to execute or complete the work within the stipulated time or within extended period, if any, as approved by CGM (E&A) MMTC Limited shall levy a penalty for delayed completion which shall be Rs. 1000/- (Rupees Five Thousand only) per day for the delayed period subject to the maximum of 10% of the contracted amount. MMTC shall have the right to deduct such amount from any money due to the successful bidder. The incomplete work, if any, will be got done by MMTC at the risk and cost of the successful bidder by MMTC.

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

12. EMD:

The bidders shall deposit Rs.75,000/- (Rupees Seven Five Thousand only) as EMD by Demand Draft/Pay Order in favour of MMTC Ltd payable at New Delhi. The earnest money of the successful bidder will be retained as interest free security deposit. The earnest money of the unsuccessful bidders shall be refunded without any interest after award of work to the successful bidder.

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
- b) The tenders without Earnest Money Deposit will be summarily rejected.
- c) EMD of unsuccessful bidder will be returned within (period-to be specified by division) without interest.
- d) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.

13. Defect Liability Period:

The amount towards the defect liability will be deducted and retained from the payment @ 5% of value of work done and it shall be refunded to the successful bidder on virtual removal of the defect which shall be 6 months from the date of expiry of the contract/agreement or one year whichever is earlier.

14. Relationship between the parties:

- a) Nothing in the agreement constitutes as fiduciary relationship between the MMTC and the successful bidder/bidders team or any relationship of employer employee, principal and agent or partnership, between the MMTC and Successful bidder.

- b) No party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of the agreement.
- c) MMTC will not be under any obligation to the implementation of the successful bidder except as agreed under the terms of the agreement.

15. Governing Law:

This agreement/contract shall be governed in accordance with the laws of India.

16. Compliance with Laws:

The successful bidder shall comply with the laws in force in India in the course of performing the agreement/contract.

- a) During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal Board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents
- b) If during the tenure of work stipulated herein, successful bidder is found violation any laws norms attributed and applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation, insasmuch, the successful bidder may keep MMTC safe and indemnify from any other losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.
- c) The successful bidder shall timely pay to the labourers engaged by him in connection with the work. Wages shall not be less than the minimum wages as prescribed under the Minimum Wages Act 1946, updated by Delhi Government from time to time and shall duly and properly comply with all types of extant legislations. It shall be the sole responsibility of the successful bidder to deduct EPF/ESI and any other statutory contribution from the wages of the workers & timely deposit the same with the concerned Govt. Departments / Designated Agencies. Violation of this clause shall be deemed a breach of contract.
- d) The successful bidder shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Successful bidder Labour (Abolition & Regulation) Act, 1970.

17. Indemnity:

The successful bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and/or suffer on account of any default on the part of the successful bidder in the discharge of the obligation under this agreement, including but not limited to the claims on account of any other circumstances incidental to the scope of work. In case, successful bidder fails/has failed to give the services as agreed in the tender, scope of work, terms and condition, subsequent agreement, undertaking or if MMTC at its sole discretion considers that the successful bidder is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of agreement/contract.

18. Successful Bidder To Provide Everything Necessary:

The successful bidder shall provide everything necessary for the proper execution of the work according to the intent and meaning of the schedule of quantities and specifications taken together & same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the successful bidder finds any discrepancies therein he shall immediately and in writing refer the same to the MMTC whose decision shall be final and binding.

The successful bidder shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the successful bidder shall take down and remove any or all such centering, planking, timbering, strutting, shoring etc on all occasion as required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the MMTC Limited / Engineer-in-Chief.

19. Evaluation of Bids:

The minimum evaluation criteria of offers will be as follows:

The bids will be evaluated on the parameters fixed for eligibility criteria and the bids of such bidders who do not fulfill the eligibility criteria as mentioned in the Tender Document will not be considered for opening of the Financial Bid.

- a. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender both technically and commercially.

- b. The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years for Government Institutions/PSUs/ private organizations of repute. Proof of the satisfactory performance from the previous employer to be provided.
- c. MMTC reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.
- d. The technical assessment of the bid will be carried out by a Committee which would involve bidder's past experience documents / credible balance sheet of the firm. The Committee shall have the right to qualify / disqualify the bids as per its / their analysis.
- e. The evaluation of the offers shall be made as package carrying all the items based on the unit rates quoted for the approximate quantities as per Financial Bid. The Financial Bid evaluation of the L-1 bidder shall be determined based on the consolidated unit rates of all the items.
- f. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

20. LIQUIDATED DAMAGES:

- 20.1 MMTC reserves the right for termination of the contract at any time by giving one month written notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the successful bidder who is awarded the work contract in the first place and any excess expenditure incurred on account of this will be recovered by MMTC from the Security Deposit/ pending bills or by invoking the Performance Guarantee by raising separate claim on the successful bidder.
- 20.2 The MMTC will have the right to forfeit the security deposit amount, whole or part thereof or deduct whole or part of the security deposit against payment of amount due to MMTC by way of any loss or damage caused to or would be caused to / suffered by the MMTC by reason of any breach of contract/agreement or if any of the terms and conditions contained in the agreement or by reason of successful bidder's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC & cannot be contested by the successful bidder.
- 20.3 Any damage to the existing structure / property, appliances, furniture & fixture and fittings etc. during execution of the work contract, shall be made good immediately on the spot by the successful bidder at his own expenses.

21. Modification.

Any modification of the Contract/agreement shall be in writing and signed by an authorized representative of each Party which shall form the part the existing contract.

22. No Assignment:

The successful bidder shall not sub-contract, transfer, assign or otherwise part with the tender/agreement or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the agreement.

23. Waiver:

The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to this tender/agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

24. Conflict of interest

The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict

25. Agreement:

The successful bidder may be required to duly sign an agreement as may be drawn up to suit local conditions and shall pay for all stamp and legal expenses, incidentals etc. thereto. The rates quoted by the bidders shall be valid during the currency of the agreement and no escalation is permitted /considered till the completion of the work awarded.

26. General:

Entire Agreement

The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subsequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent Agreement/contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement/contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

27. Signing of Tender:

Individual signing the tender or other documents connected with agreement must specify whether he/she signs as:

- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute agreements on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B:

- a) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- b) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- c) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the MMTC may, without prejudice, cancel the agreement and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

28. PERFORMANCE GUARANTEE:

- 28.1 The successful bidder is required to submit a Performance Guarantee for due and satisfactory performance of the agreement as per prescribed Performa (Annexure III) on a non-judicial stamp paper worth Rs.100/- within a period of 30 days from the date of written notification of award to be made to the bidder, calculated at the rate of ten percent (5%) of the work contract.
- 28.2 This Performance Guarantee shall be issued by a nationalized/scheduled commercial bank other than a Co-operative bank or a Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 28.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall also be not accepted.

- 28.4 In case of Performance Guarantee from a foreign bank situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial bank other than a Co-operative bank or a Gramin Bank or Nainital Bank or Dhanalaxmi bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 28.5 Performance Guarantee shall be valid until the termination of the defect liability period.(i.e. 6months post completion of the agreement) All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the bank, shall be at the sole cost of the successful bidder. Such bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any claim on any accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.

Failure of the successful bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

29. Bidder's confirmation to read as:

- a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for timely completion of the said works.
- b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.
- c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

30. Taxes & Duties:

All statutory dues, taxes, duties, levies, excises, cesses and VAT, GST etc. which may be imposed by the Central Govt. and/or local authorities shall be paid by the successful bidder; and successful bidder undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, VAT, GST (which ever applicable) and other statutory local taxes levies including penalty, interest levies by any statutory authorities and payment/settlement of such taxes/levies demanded by concerned authorities shall be the exclusive responsibility of the successful bidder during the currency or conclusion of the contract.

Any type of liability arises, if any, during the transaction/contract period or in future which is associated directly or indirectly with the transaction execution herein will be on account of successful bidder who shall accept it without any demur or protest.

GST/(TDS) as applicable will be deducted from the bill(s) of works done, by the successful bidder. Payments only for the executed work shall be made according to the terms and conditions of the tender. It is reiterated that the quoted rates are inclusive of all taxes, duties, Octroi, levies, work contract tax, transportation etc. (except applicable GST) and will remain firm till the completion of the work contract. The VAT, TDS or any other statutory duties, taxes shall be deducted at source as per rules from the running bill/bills by the MMTC Limited. The running bills will be paid if the amount of work done is more than Rs. 50,000/-. Income Tax at the prevailing rates as applicable from time-to-time shall be deducted from successful bidder's bills as per Income Tax Act. GST applicable shall be reimbursed against documentary proof for deposition of service tax with service tax department.

31. The bidders are requested to submit an attested copy of the PAN Card, TIN No. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number to the Successful bidder as all payments/ refunds by MMTC will be done through e-payment mode only.
32. The successful bidder shall submit his interim bill/ final bill for the works within **30 days** of final measurement jointly carried out between the successful bidder and MMTC. The payment of bill(s) shall be made after effecting all the due recoveries/penalties/or other charges.
33. No payment for 'mobilization advance' shall be made under this contract and the successful bidder has to mobilize his own resources for the works. The payment amount shall be released on running bill/bills.
34. The Successful bidder shall depute competent Supervisor for day to day supervision, coordination, liaison and other works etc. The representative of the Successful bidder shall attend regular/required meetings to expedite the works and sort out difficulties, if any. The Successful bidder is responsible for progress of works and also for hurdles, if any, in the progress of works attributable to the successful bidder.

35. Termination Of The Contract:

Right to terminate the process:

MMTC reserves the right to cancel the agreement/contract placed on the successful bidder and recover expenditure incurred by MMTC under the following circumstances:-

- I. The successful bidder commits a breach of any of the terms and conditions of the bid/subsequent agreement. The bidder goes into liquidation, voluntarily or otherwise.
- II. If the successful bidder fails to complete the assignment/deliver the services as agreed herein/subsequent agreement and as per the timelines and guidelines prescribed in this tender and subsequent agreement and the extension if any allowed, it will be breach of

agreement. The MMTC reserves its right to cancel the agreement in the event of delay and forfeit the bid security/Performance security deposit as liquidated damages for the delay.

- III. In the event of the successful bidder being adjudged insolvent or having a received appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the bidder/successful bidder failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the agreement/contract without notice.
- IV. In case the successful bidder fails to deliver the services as stipulated in the agreement. Contract, MMTC reserves the right to procure/carryout the same or similar services from alternate sources at the risk, cost and responsibility of the successful bidder.
- V. After award of the agreement, if the successful bidder does not perform satisfactorily or delays execution of the agreement, MMTC reserves the right to get the balance agreement executed by another party of its choice by giving 15 days notice in writing for the same. In this event, the successful bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance agreement. This clause is applicable, if for any reason, the agreement is cancelled.
- VI. MMTC reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the successful bidder, including the pending bills and/or invoking the performance security deposit.

36. Consequences of termination:

- a) In the event of the termination of the agreement/contract due to any cause whatsoever, [whether consequent to the stipulated term of the agreement or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services(s)/scope of work intended under the present tender which the successful bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder in relation to the execution/continued execution of the scope of the Agreement.
- b) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity of successful bidder and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

37. Dispute Resolution:**(A) Arbitration Clause**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement/contract or validity or breach thereof shall be settled by arbitration by a Sole Arbitrator to be nominated by CMD, MMTC, in accordance with the rules of Arbitration of the Arbitration & Conciliation Act 1996 subject to the latest amendments thereof, the award made in pursuance shall be binding on the parties. The venue of the Arbitration shall be Delhi and governing law shall be Indian Law.

(B) Jurisdiction Clause

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

38. Force Majeure:

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds **one months**, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority/chamber of commerce. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the agreement.

39. Fraud Prevention Policy:

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

40. Holiday Listing:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

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

No. MMTC/ESTATE/918/19-20

Dated 26.07.2019

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 successful bidder shall submit alternative proposal for the approval of MMTC/Engineer-in-Chief.

S.No.	DESCRIPTION OF ITEMS	APPROVED MANUFACTURER
1	Paints and polish	Asian, Berger, ICI, Nerolac
2	Oil Bound/Dry Distemper	Berger, Asian, Nerolac
3	White Portland Cement	Birla White, JK Cement,
4	OPC/PPC (Conforming to IS 269)	L&T, Vikram, Birla, Ambuja, ACC, JP
5.	Putty	Birla Putty

Note:

The Successful bidder shall provide samples of materials before undertaking the work for the approval of the MMTC.

- 1.1 Samples of all materials and other articles required for use on the work shall be got approved before starting the work. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI Trade mark. In case, articles bearing ISI certification mark are not available, articles manufactured by firms of reposes shall be used & the same shall be got approved from Site-In-charge, MMTC Limited.
- 1.2 All material and articles brought by the successful bidder to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the MMTC/EIC/Consultant.

(Stamp & Signature of Bidder & Date)

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

No. MMTC/Estate/918/19-20

Dated 26.07.2019

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

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

EMD Rs. _____ (Rupees _____ only)	Amount (Rs.): by way of Demand Draft/ Banker's Cheque/ Pay Order in favour of MMTC Limited payable at New Delhi	DD/BC/PO No. Date Issuing Bank	: : :
Participation Fee cost Rs. _____ (Rupees _____ only)	Amount (Rs.) : by way of Demand Draft/ Banker's Cheque/ / Pay Order in favour of MMTC Limited payable at New Delhi	DD/BC/PO No. Date Issuing Bank	: : :
Annual Turn over (Audited Balance Sheet – Trading, P & L account / copy of Income Tax Returns TDS for the years mentioned herein in accordance with NIT).	Financial Year	Amt (Rs.)	List of document enclosed	
	2013-14			
	2014-15			
	2015-16			
Proof of financial soundness and solvency certificate duly certified by bank.				
Work Order executed during the last 3(three) preceding years (Copies of similar work orders along with completion certificates or any other proof certifying the Work	1. Work Order No. dated.....issued by M/s _____		Work Order Completion value Rs.	
	2.		Work Order Completion value Rs.	
	3 FY2016-17		Work Order Completion value Rs.	

Order completion Value issued by the concerned organizations on their letterhead	1. Work Order No. dated.....issued by M/s _____ 2. _____ 3. _____ FY2017-18	Work Order Completion value Rs. Work Order Completion value Rs. Work Order Completion value Rs.
	1. Work Order No. dated.....issued by M/s _____ 2. _____ 3. _____ FY2018-19	Work Order Completion value Rs. Work Order Completion value Rs. Work Order Completion value Rs.

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 copies of registration certificates. :
Whether blacklisted / put on holiday list of any Central /State Department, PSU's and Major Institutional / Industrial establishments		
All the documents furnished are readable / legible.		Please ensure filling : the tender in readable / legible form.
Original tender / Bidding document submitted		Please submit the : complete tender document.
Validity of offer up to 60 days from the date of opening of Financial bid.		: Please certify

Each & every page of documents submitted are signed by authorized person & stamped		Please ensure signing & stamping of each page of tender.
All corrections properly attested by the person signing the bid.		Please ensure signing & stamping the correction, if any.

Name & Signature of Bidder

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder:_____**Name****Designation**

2	RTGS IFSC Code	<input type="text"/>
3	NEFT IFSC Code	<input type="text"/>
4	Bank Name	<input type="text"/>
5	Bank Branch Name	<input type="text"/>
6	Branch code	<input type="text"/>
7	Bank Location	<input type="text"/>
8	Account Type (Saving/Current)(SA/CA)	<input type="text"/>
9	E-mail ID (if any)	<input type="text"/>

A blank cancelled cheque has been enclosed: YES/NO

Thanking you,

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

Certified by Bank regarding Banking Details

(Bank Seal & Signature of Authorized Signatory)

N.B. The Above documents form part of TECHNICAL BID (PART-I).

PERFORMANCE BANK GUARANTEE
Bank Guarantee No. _____ dated _____

MMTC Limited

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core – 1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi – 110003 India (hereinafter called 'the MMTC') have entered into Contract No. _____ dated ____ (herein after called 'the CONTRACT') for _____ with M/s. (name) _____ address _____ (hereinafter called the 'XX').
2. AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____
3. AND WHEREAS at the request of the 'XX', we, _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until _____ (___date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____(Expiry date).
7. Your letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.

9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
11. We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____

Yours faithfully
For and on behalf of
_____ **Bank**
(Address)

(Banker's Seal)

ANNEXURE IV

TERMS AND CONDITIONS AS AGREED

- a) This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.

- b) The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.

- c) I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

Signature _____
Name _____
Designation _____
Company/Firm _____

Date _____

Place _____

DECLARATION BY BIDDER

I hereby declare that:

Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government Agencies/ Public Sector Undertaking/Govt. Authority.

Signature _____
Name _____
Designation _____
Company/Firm _____

Date _____

Place _____

LIST OF SIMILAR ASSIGNMENTS COMPLETED IN LAST 3 YEARS ONLY

Sl No	Name of Work/Project completed	Short description of the work	Name and address of Owner/site	Value of Work/Project	Date of Start of Work/Project		Expected Date of Completion		Liquidated damages, if any imposed on successful bidder	Performance certificate attached (YES/NO)
					Stipulated	Actual	Stipulated	Actual		

Note:

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

Signature _____
 Name _____
 Designation _____
 Company/Firm _____

Date _____

Place _____

PART II
(BOQ/FINANCIAL BID)

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

No. MMTC/Estate/918/2016-17

Dated 26.07.2019

S. No	Descriptions	Unit	Qty.	Rate per unit (Rs.)	Amount
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sq. mtr.	23526.04		
2	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead :				
2.1	With cement mortar 1:4 (1cement: 4 fine sand).	Sq. mtr.	1560		
3	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete	Sq. mtr.	7842.01		
4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all loads including all lifts involved.	Cu.mtr.	84		
5	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :				
5.1	Old work (one or more coats)	Sq. mtr.	23526.04		

6	Painting with synthetic enamel paint of approved brand and manufacture of required color to give an even shade :				
6.1	One or more coats on old work.	Sq. mtr.	4329.57		
7	Lettering with black Japan paint of approved brand and manufacture	Per letter per cm height	1680		

Date:

Signature/Seal of the Successful bidder