



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

ESTATE DIVISION

No. MMTC/Estate/SO/SA/1006/2022-23

Dated 18.08.2023

TENDER DOCUMENT

**STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

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Appendix

Period of Contract	6 Months
Defect Liability period	6 months from the date of completion/ virtual completion of contract
Earnest Money Deposit	Rs 130,000/-
Tender Fee	Rs 1000/-
Security Deposit	5% to be deducted from the Running Bills
Address of work site	MMTC Housing Colony, Sri Aurobindo Marg, New Delhi –110017

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Tender Document

MMTC Limited (A Govt. of India Enterprise) invites E-bids for structural repairs and allied works in C, D, DX & 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.

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. 2019-20, 2020-21 & 2021-22.
 - (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 31.03.2022 (Similar work should be as per BOQ/work of painting only).
2. Performance Certificate of the completed works duly authenticated/Certified by should be furnished separately for each completed work as given under 1 above on the concerned organization's letterhead.
3. Proof of valid registration with statutory authorities for Work Contract, PAN, ESI, PF, GST, any other etc.
4. Arbitration cases pending against the bidders, if any, submit details.
5. Whether black-listed/ put on holiday list/ withdrawal of works etc. by any clients in the last 5 years, if any. Give details.
6. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax Returns, Profit & Loss accounts) certified by Chartered Accountant.
7. Profile of the firm.
8. Copy of PAN Card issued by Income tax Department, Govt. of India.
9. Scanned copy proof of submission of EMD/ Tender fee in the accounts of MMTC Limited. The Account details are as under:

Account name: MMTC Limited
Acc. No: 10813608386
Bank: State Bank of India

Bank Address: CAG II, New Delhi.
IFSC: SBIN0017313

10. Details of Bank account of the bidder e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
11. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure III), Declaration by the bidder (Annexure IV) and list of similar assignments completed in last three years only (Annexure V) , Form –A along with the Technical Bids.

PROCEDURE & HELP TO SUBMIT E- BID

1. Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed and stamped offer on letter head
2. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
3. Bidders are required to register on the e-procurement portal url:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
 - For more details, vendors are requested to download the document of "Minimum System Requirement" from the home page of <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
 - Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
 - Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 - For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e- tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

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1. Proof of online remittance of EMD/Tender Fee in the accounts of “MMTC Limited” along with Technical bid portion downloaded by bidders, duly signed and stamped to be uploaded. The required enclosures as per tender check-list and financial bid shall be submitted through e-mode only.
2. Please note that the tenders submitted without the requisite EMD/Tender fee in the prescribed manner shall be summarily rejected unless otherwise exempted.
3. 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.
4. **COMPLETION PERIOD:** 6 Months.
5. 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.
6. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
7. In case the bidder is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate. Such bidders will be eligible for the benefits as applicable to them under MSMEs Act, 2006
8. 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.
9. Pre-bid meeting: A pre-bid meeting will be held on 1st August 2023 at 1100hrs at Site Office, B-110, MMTC Colony, Sri Aurobindo College, New Delhi - 110017. Interested bidders may attend for queries.

For MMTC Ltd.

Chief Manager (Estate)

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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):

1. THE COMPLETION CERTIFICATES ISSUED BY THE CLIENTS WHERE SIMILAR WORKS HAVE BEEN EXECUTED ALONG WITH COPIES OF LOI/ AWARD LETTER/W.O. INDICATING B.O.Q.S ETC SHOULD BE ENCLOSED AS A PROOF, INCLUDING WORKS EXECUTED IN MMTC LIMITED, DELHI-NCR. **If submitted – tick (yes)**
2. PROOF OF ONLINE REMITTANCE OF EARNEST MONEY DEPOSIT OF RS 130,000/- (RUPEES ONE LAKH THITY THOUSAND ONLY) IN ACCOUNTS OF MMTC LIMITED. **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. 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).**
7. DULY FILLED UP SCANNED COPIES OF ALL THE ANNEXURES & FORM -A. **If submitted – tick (yes).**

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.

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

**KAVITA GARKEL
Chief Manager (E)**

P.S. Contact person for any clarification: Smt. Kavita Garkel, Chief Manager (Estate),
Phone: 011-24381338

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GENERAL INSTRUCTIONS FOR THE BIDDERS

1. 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..
2. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/9985062121) at MMTC Housing Colony, New Delhi on any working day and satisfy themselves.
3. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
4. 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.
5. The successful bidder shall have to execute an agreement with MMTC immediately after issuance of Work Order. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).
6. 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.
7. Minor modifications if any, as suggested by MMTC/ Site In-charge, have to be incorporated and executed without any extra cost to MMTC Limited.
8. 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.
9. 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.

10. Completion time shall mean the period / date specified in the letter of intent, work order.
11. 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.
12. The bidder should study all the tender documents carefully and understand the conditions and specifications etc.
13. 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.
14. 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.
15. 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.

STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI

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GENERAL TERMS & CONDITIONS

1. Scope of Work:

- a) Dismantling and removing the loose concrete and plaster junks and repair of the same.
- b) External and Internal Structural repairs to strengthen the existing structures.
- c) Providing & fixing TMT bars, Cast in-situ M25 grade concrete, Terrace/ Toilet water proofing treatment wherever required.
- d) Providing & fixing scaffolding on the external sides of the Building & Providing M.S. Props inside the Building under deflected beams and other structural members.
- e) Plumbing Work, replacement of GI & CI Pipes (water supply line , sewer line etc).
- f) External Cleaning of windows, chajjas and external repair works of G+7 buildings-3nos, E & C blocks using appropriate methods and cleaning mechanisms like roof davit, cradle etc.
- g) Internal painting of various C, D, DX and E type flats.
- h) The successful bidder is requested to acquaint himself about site conditions, labour restrictions, working hours and occupied house/premises before quoting their rates. He should take into consideration all such factors and contingencies, while quoting his rates. No extra cost/expenditure shall be considered beyond the quoted and accepted rates.
- i) 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.
- j) Successful bidder will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
- k) Minor repairs (like repairing broken edges of walls, filling depressions etc.) with POP/wall care putty) wherever necessary will be carried out by Successful bidder before starting painting work.
- l) All nail holes shall be filled and sanded flush by the Successful bidder.
- m) 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.

- n) Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture and costly equipment.
 - o) The work shall be carried out without any inconvenience to the occupants.
 - p) 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. **A) Payment:** The payment shall be made on actual work executed as per the approved rates based on actual joint measurement.
 - Running payments shall be admissible based on actual work done/measurement at site
 - The successful bidder shall submit his/her monthly bills (GST Compliant) 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 in MMTC, CO.

7. The rates of extra non-scheduled items beyond this BOQ, 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.
8. 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.

9. Period of Contract:

The period of work contract shall be six months from the date of signing of the agreement. "Time is the essence of the contract. If the Contractor fails to execute the work within stipulated time as per agreement, MMTC reserves its right to either repudiate the contract or extend the contract with levy of pre-estimated damages without providing proof of actual loss which shall be Rs 500/- (Rupees Five Hundred Only) per day for the delayed period subject to the maximum of 10% of the contracted amount. The pre-estimated damages is not limited to financial loss but also includes 'loss of comfort' or 'loss of convenience' or 'loss of reputation' or 'loss of privacy' or 'loss of disappointment' or 'loss of an attribute of property' or 'loss of comfort' etc. which is not determinable in financial value, but is payable to MMTC.

MMTC shall have the right to deduct such amount from any money due to the Contractor apart from any additional cost incurred by MMTC towards completion of work due to the failure or non-performance of the contract.

The decision of MMTC limited regarding levy of pre-estimated damages shall be final and binding on the Contractor."

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

"The agreement shall stand automatically terminated after the period of six months from the date of signing of this agreement by the parties unless extended by MMTC in writing. MMTC reserves its right to extend the agreement for further period of six months or any specific period on its terms and conditions at its sole discretion.

10. EMD:

The bidders shall submit EMD of Rs 130,000 (Rupees One lakh Thirty Thousand only) in the accounts of MMTC Ltd. 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 after award of work 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.

11. Defect Liability Period:

- i) 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 after 6 months from the date of expiry of the contract.
- ii) "If during the defects liability period any defect is found, the contractor must, promptly and at its cost repair, replace or otherwise make good (in consultation with the employer) the defect as well as any damage to the facility caused by the defect. The contractor will bear all incidental costs, including any costs of removal associated with the repair, replacement or making good of the defect or damage."
- iii) "If the contractor fails to commence the work necessary to remedy the defect or any damage to the facility caused by the defect within a time agreed with the employer under clause 9, the employer may proceed to do the work, or engage another party to do the work and the costs, including incidental costs, incurred by the employer as a result will be a debt due and payable to the employer on demand and may be deducted from any payments otherwise due from the employer to the contractor. The employer may also have recourse to the security and retention provided under this contract."

12. Relationship between the parties:

- a) Nothing in the subsequent agreement (as per clause 6) 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.

13. Governing Law:

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

14. 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.

15. 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 the 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.

16. Performance:

That Second Party (Contractor) shall perform the work assignments to the best satisfaction of First party in case of unsatisfactory performance First Party reserves the right to terminate the contract forthwith and Second party shall not raise any claim /demur/protest for such termination of contract. In that case the legal payments if any, made to the work force of the Second Party shall be full recoverable from Second Party.

17. Accident or Untoward incident:

That in the event of unfortunate accident resulting in temporary, partial or total disablement or death or other natural calamities of any second party's (Contractor) personnel, second party shall ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the concerned personnel free of cost and without fail. In addition, second party shall be solely be liable for meeting with statutory liabilities under the ESI/PF or Employees `Compensation Act. In case any such expenses including hospitalization expenses are incurred by First Party (MMTC) of its own, then it reserves all right to recover the same from Second Party including interest thereon, if any.

ii. That in case of any untoward incident which can prejudice the interest of First Party, First Party shall have full right to make suitable inquiry/inquiries from the staff of second party either in writing or verbally for official purposes including for any witness in Court before concerned authorities.

iii. That if it is found that any person /staff of second party is involved or abetted, directly or indirectly, in any such theft, sabotage, pilferage, fire, physical violence and/ or any untoward incident which can prejudice the interest of first party at inside/outside the premises of First Party, then First Party shall be at full liberty to take suitable legal or otherwise action against the erring staff as well as against Second Party for damages, cost of consequences whether during the tenure of this agreement or thereafter.

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 as elaborated in the tender document. 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. 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.

21. 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.

22. LIQUIDATED DAMAGES:

- 20.1 MMTC reserves the right for termination of the contract/subsequent agreement (as per clause 6) 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 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 as final & 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.

23. Modification.

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

24. 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.

25. 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.

26. 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

27. 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.

28. 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 tax with tax department.

29. 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.
30. The successful bidder shall submit his 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.
31. 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.
32. 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.

33. Termination Of The Contract:

Right to terminate the process:

MMTC reserves the right to cancel subsequent 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 subsequent 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.

34. Consequences of termination:

- a) In the event of the termination of the subsequent 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.

35. Arbitration Clause:

“Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the “SCOPE“ and the award made in pursuance thereof shall be final and binding on the parties.” The place and Seat of arbitration will be at New Delhi and the governing law shall be Indian Law.

36. Applicable Law and Jurisdiction

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

37. 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 prohibition of exports and imports) fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month's either party shall have the right to refuse further performance of the agreement (subject to other terms of agreement) in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfil its obligations under the present 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.

38. FRAUD PREVENTION POLICY :

Commitments 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 during the execution of contract and in any other transaction with MMTC.

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 the contract.

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, specifications, certifications, subsidiary contracts, submission or non-submission of bids

or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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.

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 a violation of this Clause, above or "Fraud Prevention Policy" of MMTC in any other form 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.

Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

39. 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. The detail of same is available at link <https://www.mmtclimited.com/files/holiday-listing.pdf>

40. 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.

41. Confidentiality clause:

The Parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of contract and two years after the completion or termination of the contract. Neither Party shall disclose any such information to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the Parties or (ii) is made in connection with a Party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the Party intending to make such disclosure shall advise the other Party in advance and cooperate to minimize the disclosure of any such information.

42. Clause of Procurement from a bidder from a country sharing land border with India

All bidders shall be required to submit an undertaking as per Form-A on their letter head.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person no falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.Explanation---
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares of capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. in case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an un incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another, or to represent another in dealings with third person.

STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTc HOUSING COLONY, NEW DELHI

No. MMTc/ESTATE/918/22-23

Dated 18.08.2023

LIST OF APPROVED MANUFACTURERS:

The construction chemical/ Fibres to be used shall be of approved brand. The approved brands are as follows:

1. Krishna Conchemm Products Ltd.
2. Sika
3. Chembond
4. Hilti / Fischers
5. BASF
6. Dr. Fixit
7. FOSROC
8. ROFF
9. Sunanda Speciality Coatings Pvt Ltd
10. CICO
11. S P Concare Pvt Ltd.
12. Paints and polish: Asian, Berger, ICI, Nerolac
13. Oil Bound/Dry Distemper: Berger, Asian, Nerolac
14. White Portland Cement: Birla White, JK Cement,
15. Ordinary Portland Cement: L&T, Vikram, Birla, Ambuja, ACC, JP
(Conforming to IS 269)
16. Putty: Birla Putty
18. Reinforcement Bar (TMT/ Structural Steel): Tata/Sail/Rashtriya ISPAT Nigam, kamadhenu etc

Any material of other brand not mentioned above shall be used after getting written approval from the Engineer in Charge.

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 repute 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)

ANNEXURE -I**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**

PROFORMA for e-payments

Details to be furnished on Vendor/Customer Letter Head

We agree for e-payments & submit details as under:-

The Banking/Account details are as furnished below:

1	Bank Account No.	<input type="text"/>
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)

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

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 _____

FORM-A
(to be filled by the bidder on their letter head)

**To,
Chief Manager (Estate),
MMTC Limited,
Core-1, SCOPE Complex,
Lodhi Road, New Delhi – 110017**

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Thanking you,

Yours faithfully,

(Name, Designation and Signature)

PART II
(BOQ/FINANCIAL BID)

**STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTC
HOUSING COLONY, NEW DELHI**

No. MMTC/Estate/SO/SA/1006/2022-23

Dated 18.08.2023

STRUCTURAL REPAIRS AND ALLIED WORKS IN C, D, DX & E TYPE FLATS IN MMTC HOUSING COLONY, NEW DELHI					
Sl.No	Item Description	Unit	BOQ Qty.	Amount	Total Amount
1	Breaking carefully the loose concrete of distressed member without damaging existing strong concrete by means of sharp means of sharp means of sharp chissle which should tempred regularly of high frequency low impact hammeris used, cleaning the surface by water jet pressure pump at 4 to 5 kg/sqcm pressure to remove chlorides and loose particles , air drying the surface etc. The work should be carried out with all the safety measures like helmet , safety belt and adequate labour insurance under the supervision of qualified supervisor.	sqm	500		
2	Cleaning the existing reinforcement with hammer tapping and wire Brush/ rotary wire brush , fixed to hand drill machine, making the surfaces free form loose corrosion material, dirt scalling etc. complete. Applying two coats of polymer based alkaline rust converting primer confirming to ASTM-B 117 by means of paint brush, liberally all over in two coats of 1 hour between the costs, The product should converts the rust in to stable organo metallic complex molecule layer, this should also act as primer to further treatment of steel etc. complete. The work should be carried out with all the safety belt and adequate labour insurance under the supervision of qualified supervisor. (the damage ceiling/ concrete al be measured) etc. complete.	Sqmt	150		

3	Anticorrosive treatment to Reinforcement application of two coats of IPNETRB (CBRI known how) on expose reinforcement in two coats with time interve) of minimum 4 hours between each coat. The application shall be by brush, Application is allowed to dry for further treatment. The work should be carried out with all the safety measures like like helment , safety belt and adequate labour insurance under the supervision of qualified supervisor. (The damage ceiling / concrete all be measured) etc. complete.	Sqm	150		
4	Making up lost section of concrete / mortor with thixotropic repair mortor is one component thixotropic dual shrinkage compensated fiber reinforcement formulation for structural members. Build up section by hand packing as per manufacturers specification , applied by mean of hand glouse by expert applicator, the rehabilitated surface should be free from air gaps, voids should be in line with existing required line and line with existing surface, including curing, cleaning the area etc. complete. The work should be carried out with all the safety measures like helmet, safety belt and adequate labour insurance under the supervision of qualified supervisor etc. complete.	Kg	150		
5	Providing and applying two coats of concrete penetrating hi- tech corrosion inhibition mechanism inhibits corrosion of steel in concrete at the poles, cathode & anodic simultaneously on concrete surface which is prepared earlier. The work should be be carried out with all the safety measures like helmet , safety belt and adequate labour insurance under the supervision of qualified supervisor. (The damage ceiling/ concrete all be measured) etc. complete.	Sqm	150		
6	Providing and applying 15 mm thick polymer mortar to load carrying R.C.C member in two layers in proportion of 1:5:15 by weight polymer of approved quality and make, cement and wash quartz sand with required W.C. ratio for desired floating, curing after initial setting time etc. complete.	sqm	200		

7	Providing and applying 30 mm thick polymer mortar to load carrying RCC member in two layers in proportion of 1:5:15 by weight Polymer of approved quality and make, cement and wash quartz sand with required water cement ratio for desired consistency and applying and finishing by floating, curing after curing initial setting time etc. as per manufactures	sqm	200		
8	Providing and applying approved epoxy resin EPI Bond of Krishna conchem or equivalent before polymer plaster/ concrete to have the perfect bond between old concrete and new concrete/ polymer plaster surface conforming to ASTM-C- 882-87 using nylon brushes Scaffolding labour etc. complete.	sqm	300		
9	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 mtrs. lead.	sqm	1850.00		
10	Repairs to plaster of thickness 12 mm to 20 mm 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, all complete as per directions of Engineer-In-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	sqm	1000.00		
11	Repair of existing R.C.C works including removal of loose concrete, cleaning with wire brush, applying cement slurry, fixing of chicken mesh, application of 20-30 mm cement, mortar 1:3 (1 cement:3 coarse sand) including finishing of surface smooth. (cost of chicken mesh shall be paid extra as per actual).	sqm	300.00		

12	Supplying of G.I. Chicken-mesh (approximate 0.11 kg/ sqm) of approved quality.	kg	30.36		
13	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	550.00		
14	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty: Float glass panes of thickness 4 mm sqm	sqm	48.00		
15	Renewal of old putty of glass panes (length)	meter	100.00		
16	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:4 (1 cement : 4 coarse sand)	cum	6.00		
17	Providing, cutting, erecting, jointing, clamping, fixing including making opening in walls, floors, S.W.R., P.V.C. pipe and fittings, such bends, elbows single junction, double junctions, cowls with PVC / G.I. brackets etc. including jointing with solvent cement/rubber ring, making necessary holes in masonry / concrete, all installation as workmanship like manner and as per manufacturer's instructions,testing, commissioning the lines, attending to leakage if any and making it to good condition. Following diameters of S.W.R.PVC pipe and fittings of approved make conforming to IS 13592-1992. Type B 110mm dia (Minimum wall thickness3.2mm)	rmt	1200.00		

18	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. (External Work for all heights) 25mm	rmt	550.00		
19	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. (External Work for all heights) 20mm	rmt	550.00		
20	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. (Internal Work for all heights) 20mm	rmt	800.00		
21	Dismantling G.I. pipes including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead as per direction of Engineer-in-charge : 15 mm to 40 mm nominal bore	rmt	1000.00		
22	Dismantling C.I. pipes including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means breaking lead caulked joints, melting of lead and making into blocks including stacking of pipes & lead at site within 50 metre lead as per direction of Engineer-in-charge:	rmt	1000.00		

23	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10mm and down gauge) including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :	Rm	500.00		
24	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1mx1mx400micron, finished with 12mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement rounding the edge sand making and finishing the outlet complete.	each	40.00		
25	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering :1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	7.50		
26	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.	sqm	5000.00		
27	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	800.00		
28	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	sqm	5000.00		
29	Painting with Synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work	sqm	800.00		

30	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chollies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	1000.00		
31	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	14.00		
32	Providing and laying in position specified grade (M25) of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement	cum	5		
33	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. 5.22A.6 Thermo-Mechanically Treated bars of grade Fe-500D or more	kg	500		
34	Centering and shuttering including strutting, propping etc. and removal of form for: Suspended floors, roofs, landings, balconies and access platform	sqm	250		

35	Providing internal cement plaster 20 mm thick in single coat in cement mortar 1:4 to concrete or brick surfaces in all positions including scaffolding and curing complete	sqm	400		
36	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Flexible Pipe	each	80		
37	Providing and fixing stop cock for 25mm pipe	each	80		
38	Providing and fixing stop cock for 20 mm pipe	each	80		
39	Providing and laying water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations:a) cleaning with wire brush and all cracks will be opened in "V" Groove and refilled with fiber reinforced, high strength mortar. Fillet will be made along with horizontal & Vertical joints along the periphery of the surface. b) Providing and applying three coats of two component of Acrylic by brush/sprayer over treated surface with pu based coating sandwich the fibre mesh. c) Providing and laying of Geotextile of 160 gm over the treated surface as protective layer	sqm	500		

40	Regrading terracing of mud phaska covered with tiles or brick, in cement mortar by dismantling tiles or bricks, removing mud plaster, preparing the surface of mud phaska to proper slope, relaying mud plaster gobri leaping and tiles or bricks, grouted in cement mortar 1:3 (1 cement : 3 fine sand), including replacing unserviceable tiles or bricks with new ones and disposal of unserviceable material to the dumping ground , all complete as per direction of Engineer-in-Charge.	sqm	500		
41	Cleaning of chajjas/sunshades and external repairing works of D & E blocks using appropriate mechanisms like roof davit , cradle etc	LS			
42	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 leads including all lifts involved.	cum	40.00		
	Amount				
	GST				
	Total Amount				

Date:

Signature/Seal of the Successful bidder