

MMTC LIMITED RO: VISAKHAPATNAM

Ref: MMTC/SRO/Warehouse/2015-16/Vol VI

13 OCT 2015

NOTICE INVITING E-TENDER FOR PROVIDING AND LEVELLING OF PATCHES IN INTERNAL ROADS AT MMTC WAREHOUSE, NEWPORT AREA, KAKINADA

E-TENDER DETAILS

S.No	Particulars	Details
1	Tender No.	SRO/Warehouse/2015-16/Vol VI
2	Issue of tender document	14 Oct 2015
3	Cost of tender document	NIL
4	Earnest Money Deposit	NIL
5	Last date for submission of tender	26 <sup>th</sup> OCT 2015 1500 HRS IST
6	Tender opening date 2 bids (Technical Bid & Price bid)	26 <sup>th</sup> OCT 2015 1600 HRS IST
7	Period of work	10 days from the date of work order
8	Interest free Security Deposit	1% (one) of the contract value
9	Defect liability period	3 (three) months from the date of completion

MMTC Limited, Visakhapatnam, here by invite sealed offers from experienced contractors registered with the Govt. of Andhra Pradesh to undertake providing and leveling of pothole patches in internal roads at MMTC warehouse, New port Area Kakinada as per the schedule of work given here in the tender.

Instruction to applicants regarding E-Tendering process:

The interested applicants can download the Tender documents from e-tendering portal of the MMTC Limited (<http://mmtc.eproc.in>)

The applicants can submit their Bids including scanned copy of Bid Security online in electronic format with Digital Signature.

Before submission of online bids, applicants must ensure that scanned copy of all the necessary documents have been attached with Bid. MMTC Limited shall not be responsible for delay in online submission due to any reason whatsoever.

All documents/papers uploaded/submitted by the bidders must be legible.

#### SPECIAL TERMS & CONDITIONS FOR E-TENDER:

The e-Tender is available on MMTC e-procurement website [www.mmtc.eproc.in](http://www.mmtc.eproc.in) for online bidding process. For this, Bidder is required to obtain minimum **Class III** Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal [www.mmtc.eproc.in](http://www.mmtc.eproc.in) (a onetime activity) independent of each other as given below:

#### **Procedure for Obtaining Digital Certificate**

The tenderer should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site [www.mmtc.eproc.in](http://www.mmtc.eproc.in) In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

#### **Procedure for Registering in E-Procurement portal**

Further, you have to register with our E-Procurement portal. For registering, please go to [www.tenderwizard.com/mmtc](http://www.tenderwizard.com/mmtc) and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**For any assistance on e-bidding process, please contact:**

Particulars	Contact Person (S/Sh.)	Contact Nos.	e-mail ID
For E-tender :	Nimesh Kant Bhardwaj	09310527400	<a href="mailto:Nimesh.bhardwaj@clindia.com">Nimesh.bhardwaj@clindia.com</a>
E-Tender	Neeti Bala Chandra	09958000492	<a href="mailto:Neeti.bala@clindia.com">Neeti.bala@clindia.com</a>
E-Tender	Mukesh Kumar	09560833122	<a href="mailto:Mukesh.kumar@clindia.com">Mukesh.kumar@clindia.com</a>

E-tender can be requested from e-tender portal of [www.mmtc.eproc.in](http://www.mmtc.eproc.in) from 14<sup>th</sup> Oct'2015 to 26<sup>th</sup> Oct'2015 1500 HRS IST

Following may be noted:

Registration should be valid at least up to one month after the date of submission of Tender. E-tender can be submitted only during the validity of their registration. The amendments / clarifications to the e-tender documents, if any, will be hosted on [www.mmtc.eproc.in](http://www.mmtc.eproc.in). If the contractor's firm is already registered with e-tendering portal of MMTC Limited and validity of registration is not expired, the firm is not required to get fresh registration.

**Description of the work:** Providing and Leveling of patches in internal roads at MMTC Warehouse, New Port Area, Kakinada with 2.36 to 5mm IRC & Morth HBG M/C metal M/C SS item code 33a SL No 45(IRC MORTH Materials) and 2.36 and below IRC & MORTH HBG M/C metal M/C SS item code 35b SL No 92(IRC MORTH Materials) as per the under mentioned work:-

Stone dust for leveling course shall be as per drawing and technical specifications clause 305.3.9 MORD and 304 MORTH

Patches:

Description of Item	Nos	Measurements			Qty Cu.Mtrs	Rate per Cu.Mtr	Amount
		L mtrs	B mtrs	D mtrs			
1) Main Road Entrance Gate to Godowns							
Centre	1X1	7.00	5.00	0.20	7.00		
L/S	1X1	18.00	2.50	0.20	9.00		
R/S	1X1	16.00	1.75	0.25	7.00		
Centre	1X1	6.00	3.50	0.30	6.30		
L/S	1X1	12.00	2.25	0.25	6.75		
L/S	1X1	4.00	3.00	0.25	3.00		

Description of Item	Nos	Measurements			Qty Cu.Mtrs	Rate per Cu.Mtr	Amount
		L mtrs	B mtrs	D mtrs			
2)At D2 Road							
Centre	1X1	3.00	2.00	0.25	1.50		
Centre	1X1	18.00	8.00	0.23	33.12		
L/S	1X1	8.00	8.00	0.25	16.00		
L/S	1X1	5.00	2.00	0.30	3.00		
R/S	1X1	3.00	3.00	0.30	2.70		
L/S	1X1	7.00	$(7.0+2.5)/2$	0.23	7.65		

Description of Item	Nos	Measurements			Qty Cu.Mtrs	Rate per Cu.Mtr	Amount
		L mtrs	B mtrs	D mtrs			
3)South Road opposite Office		L mtrs	B mtrs	D mtrs			
R/S	1X1	3.00	3.00	0.20	1.80		
R/S	1X1	1.00	1.00	0.20	0.20		
L/S	1X1	6.00	8.00	0.25	12.00		
R/S	1X1	4.00	4.00	0.23	3.68		
L/S	1X1	8.00	5.50	0.30	13.20		
L/S	1X1	8.00	2.50	0.23	4.60		
R/S	1x1	2.00	2.00	0.25	1.00		
L/S Opp C1	1X1	5.00	5.00	0.30	7.50		

Description of Item	Nos	Measurements			Qty Cu.Mtrs	Rate per Cu.Mtr	Amount
		L mtrs	B mtrs	D mtrs			
4)D1-C1 Centre Road		L mtrs	B mtrs	D mtrs			
R/S	1X1	100.00	6.00	0.23	138.00		

Description of Item	Nos	Measurements			Qty Cu.Mtrs	Rate per Cu.Mtr	Amount
		L mtrs	B mtrs	D mtrs			
5)CWC Godown side Road		L mtrs	B mtrs	D mtrs			
L/S	1X1	4.00	4.00	0.25	4.00		
Corner	1X1	12.00	5.00	0.23	13.80		
Centre	1X1	15.00	11.00	0.45	74.25		
Centre	1X1	4.00	2.00	0.20	1.60		
Centre	1X1	3.50	2.50	0.25	2.19		
Near Berm L/S	1X1	7.00	2.00	0.25	3.50		
Near Berm L/S	1x1	(7.0+10.0)/2	2.00	0.25	4.25		
L/S	1X1	4.50	3.00	0.25	3.38		
L/S	1X1	9.00	3.00	0.25	6.75		
R/S Corner	1X1	3.00	2.00	0.23	1.38		
FFF wall side	1X1	15.00	8.00	0.25	30.00		
R/S corner	1X1	15.00	6.00	0.25	22.50		
R/S corner	1X1	4.00	4.00	0.25	4.00		

TOTAL Cu.Mtrs 456.60

## **Terms and Conditions:**

1) Contractors are advised to visit the work site, before quoting to acquaint themselves with requirement of site and quantum of work, facilities available to understand the tender requirement fully before submission of their offer. No claim shall be entertained later on grounds of lack of knowledge. It is understood that the tenderers /contractor have satisfied themselves of the information and knowledge required before tendering.

2) MMTC do not bind themselves to accept the lowest offer and reserves the right to reject any or all the offers in full or part, without assigning any reasons whatsoever.

3) The offer should remain valid for a period of 30 (thirty) days from the date of opening of PRICE BID.

4) All pages of the tender documents must be signed by the tenderers with their official seal/stamp.

5) Tenders with any conditions/deviations, whatsoever, shall be summarily rejected.

6) The tenderer shall quote the rates in English language and International numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, rates mentioned in words shall be treated as valid.

7) All entries in the tender shall be written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection. The tenderer shall duly attest all cancellations and insertions.

8) The security deposit may be forfeited in the event of:

a) Tenderer withdraws its tender during the period of validity.

b) The successful tenderer fails to commence the work as required.

9) The security deposit of unsuccessful tenderers shall be refunded within reasonable time without any interest. The security deposit of successful Tenderer shall be retained as security to be refunded after successful completion and after the defect liability period.

10) If the tenderer deliberately gives wrong information in the offer, MMTC reserves the right to reject such offer at any stage or cancel the contract, and forfeit the Security Deposit or any other money due.

11) Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.

12) Should a tenderer or contractor or its Partners / Share-holders / Directors have a

relation or relations employed in MMTC, the tenderer shall be informed of the fact along with the offer, failing which MMTC may at its sole discretion reject the tender or cancel the contract and forfeit the Security Deposit.

13) The successful tenderer shall not sub contract the work or the part, without written permission of MMTC. The tenderer is fully responsible for the work awarded.

14) Deviations, whatsoever, to the tender conditions shall not be accepted.

15) The term MMTC Ltd would mean MMTC Limited, Regional Office, PORT AREA, Visakhapatnam which term shall, unless excluded by or repugnant to the subject or context include its successors and permitted assignees.

16) CONTRACTOR shall mean the individual, firm or company who enters into contract with MMTC Ltd and shall include their executors, administrators, and successors and permitted assigns.

17) CONTRACT or 'CONTRACT DOCUMENT' shall mean and include the NIT, Tender documents, negotiation letter, award letter agreement, the accepted rates, bill of quantities, terms and conditions / specification of tender/contract.

18) COMPLETION TIME shall mean the period by date specified in the Letter of Award / tender document.

19) The Contractor shall furnish to the MMTC, the name and address of his supervisor/agent and all complaints, notices, communication and references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

20) In case of non-completion or delay in completion of the assigned work or non removal of defects in time, MMTC shall be free to appoint another agency to get the job done at the contractor's risk and cost.

21) Timely completion of the assigned work is the essence of the contract. Delay in execution may attract penalty as decided by MMTC

22) It is expressly understood and agreed to between the parties to this tender that the persons deployed by the contractor for the above work shall be employees of the contractor for all intents and purposes and in **no case shall claim as employee of MMTC.**

23) The rates include statutory charges and excluding applicable service tax. The contractor shall remain fully responsible for all compliances under Contract Labour Regulation and Abolition Act 1970 and amendments until now, Minimum Wages Act 1948 and all such Statutory Rules & Acts.

24) The contractor shall be responsible for any injury caused to persons or things (fittings/fixtures/furnishings etc.) any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any person of the tenderer /contractor's team or any person engaged by him for any purpose related to the execution of this contract. This clause shall include inter alia, any damage to

buildings, lifts, roads, streets, footpaths etc. adjacent to or otherwise to the premises. The tenderer /contractor shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damaged consequent upon any claim arising out of the above. The tenderer/contractor shall further make good all damage caused thus either to MMTC or any third party.

25) The tenderer /contractor shall indemnify MMTC under Workmen's Compensation Act, Personal Injuries Act, Insurance Act and or other Industrial Legislation in force from time to time. The contractor shall be responsible for any violation / on compliance of the Labour Laws and MMTC shall stand indemnified against any claim or compensation of whatsoever nature in this regard.

26) In the event of any accident occurring during the course of work, which may result in any injury to a person the responsibility of their medical treatment will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the tenderer/ contractor. MMTC shall be totally indemnified of any liability whatsoever.

**27) PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR:** The contractor shall pay wages not less than the minimum wages fixed by the Central Govt. under Minimum Wages Act 1948 as amended from time to time to the Labour engaged by him in connection with work directly and shall duly and properly comply with or ensure compliance with all legislation laws, rules or regulations relating to the Employment of Labour. The contractor shall be liable for any damage or loss caused to the Client by violation of the provision of this clause. A violation of this clause also is deemed to be breach of contract. If the Client is called upon to make any payment towards wage etc. of the labour employed by the Contractor, the same will be done from the outstanding payment or against pending future bills of the Contractor.

28) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by the Regional Head, R.O.Visakhapatnam of MMTC whose decision shall be final and binding on the parties hereto. The provisions of Arbitration & Conciliation Act.-1996 as amended shall apply to such arbitration proceedings.

29) The venue of Arbitration shall be at Visakhapatnam.

30) The Contractor shall ensure the regular supervision and control by himself or by his supervisor on the personnel deployed by him for the work and necessary direction should flow from the contractor/supervisor to his workforce for undertaking the contractual obligations.

31) The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the specifications of this tender.

32) The successful tenderer will have to enter into a written AGREEMENT with MMTC within 7(seven) days of issue of award letter of the work. The tenderer must comply with all terms and conditions of said AGREEMENT.

33) Following documents are to be enclosed with the original tender document (TECHNICAL BID) along with security deposit:

34) Copy of the Registration certificate, PAN CARD, VAT, Service Tax etc and Bank details

35) Interested contractors shall submit their Technical Bid and Price Bid for Patch works at MMTC Warehouse, Kakinada is submitted electronically. Price bid shall be submitted as per the description of the work given in the tender. The price quoted per cubic meter shall have basic price and statutory taxes, service etc separately.

**Undertaking by the contractor**

No. \_\_\_\_\_

Date:

The General Manager  
MMTC Limited,  
MMTC Bhavan  
Port Area  
Visakhapatnam.

Dear Sir,

I/We, the undersigned have carefully gone through and clearly understood the site conditions, terms and conditions of the tender and the work requirement.

I/We undertake to execute and complete the work as per tender's terms and conditions and the bids submitted by us. We have signed and sealed every page of the tender in token of our acceptance of every term and condition of the tender.

I/We enclose herewith security deposit by Demand Draft/Pay Order No.Dt. favoring MMTC Limited, payable at Visakhapatnam or for online RTGS MMTC LIMITED SBI Overseas Branch, Visakhapatnam A/c no 10308090583 IFSC code SBIN0008974

I/We undertake to abide by all the Labour Laws and applicable Service tax on regular basis.

My/Our offer shall be valid for a period of 30 (thirty) days from the date of opening Price Bid.

Thanking you,

Yours faithfully,

For M/s \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_  
Seal \_\_\_\_\_



Address \_\_\_\_\_