

# **MMTC LIMITED, NEW DELHI**

(A Govt. of India Enterprise)

# **ESTATE DIVISION**

No. MMTC/Estate/963/E-Block Repair/2018-19

#### **TENDER DOCUMENT**

Dated: 07.12.2018

TENDER FOR WATERPROOFING OF WATER TANKS & REPAIR/ RETROFITTING WORKS AT E-BLOCK, MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017

No. MMTC/Estate/963/E-Block Repair/2018-19 Dated: 07.12.2018

# **Technical BID**

#### Part - I

|   | <u> </u> |                              |
|---|----------|------------------------------|
| Start date for Downloading document                   | tender   | 07.12.2018<br>From 1700 Hrs  |
| Last date for Downloading document                    | tender   | 07.01.2019 Up<br>to 1500 HRS |
| Due date of tender submission (Technical & Price Bid) |          | 07.01.2019 Up<br>to 1500 HRS |
| Technical Bids opening Date                           |          | 08.01.2019 at<br>1100 HRS    |
| Downloaded by:  |          |                              |
| M/S   |          |                              |
|   |          |                              |
|   |          |                              |
|   |          |                              |

No. MMTC/Estate/963/E-Block Repair/2018-19

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# **Appendix**

1. Period of completion 20 days

2. Defect Liability period 12 months from the date of issuance of

Completion certificate for repair works

10 Years from the date of issuance of completion certificate for waterproofing and further furnish guarantee bond for

the same.( Annexure V)

3. Earnest Money Deposit Rs. 2,500/- (Rupees Two Thousand

Five Hundred only)

4. Participation Fees Rs.500/-(Rupees Five Hundred Only)

(Non refundable)

5. Address of site **MMTC** Housing Colony, near

> Aurobindo College, Adhichini, New

Delhi – 110017.

No. MMTC/Estate/963/E-Block Repair/2018-19 Dated: 07.12.2018

#### **TENDER DOCUMENT**

MMTC Limited ( A Govt. of India Enterprise) invites sealed bids under two bid system ( Technical Bid & Financial Bid ) for Waterproofing of Water Tanks & Repair/ Retrofitting Works At E-Block , MMTC Housing Colony, Adhichini, New Delhi – 110017 from well-established and reputed firms having experience in similar type of works. Interested bidders fulfilling minimum eligibility criteria as mentioned in this tender document may submit their bid along with the following set of documents. Self certified copies of following documents are required to be furnished through physical mode in the TECHNICAL BID as Part-I envelope and Financial Bid as Part-II envelope in a sealed condition and shall be dropped in the tender box kept near the Office of Chief General Manager (E), Estate Division, 2nd floor, Core-1, SCOPE Complex, Lodhi road, New Delhi – 110003 on or before 15:00 hrs of 07.01.2019.

- 1. Proof of documents for similar nature of works carried out with Govt. Departments / PSU's / reputed Public or Private Organizations etc. in the last three financial years only, i.e., 2014-15, 2015-16 & 2016-17.
- The estimated cost of the work is Rs 1.1 lakhs which is based on DSR 2016& Market rates
- 3. Performance Certificate of the completed works along with copies of work orders duly authenticated/Certified by an Officer not below the rank of Executive Engineer or equivalent should be furnished separately for each completed work as per Point One above.
- 4. Proof of valid registration with statutory authorities for Works Contract, Tax/VAT, and TIN& Service Tax certificates etc.
- 5. Arbitration cases pending against the bidders, if any, submit details.
- 6. Whether black-listed/ put on holiday list/ withdrawal of works etc by any clients in the last 5 years, if any. Give details.

- 7. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax returns, Profit & Loss accounts) certified by Chartered Accountant.
- 8. Profile of the firm.
- 9. Copy of PAN Card issued by Income tax Department, Govt. of India and details of GST registrations.
- Scanned copy of Participation Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs 500/- (Rs Five Hundred only) in favour of MMTC Limited payable at New Delhi.
- 11. Scanned copy of EMD in the form of Demand Draft/Pay Order for Rs. 2,500/- (Rupees Two Thousand Five Hundered only in favor of "MMTC Limited" payable at New Delhi.
- 12. Details of Bank account e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
- 13. Duly filled in **e-payment** proforma /format, duly certified by the Bankers to be enclosed. (Annexure-II).
- 14. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure III), Declaration by the bidder (Annexure IV) and list of similar assignments completed in last three years with the Technical Bids.
- 15. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank.
- 16. Non–refundable Participation Fee of Rs 500/- (Rupees Five Hundered Only) and EMD of Rs. 2,500/- (Rupees Two Thousand Five Hundered only) in the form of DD/ Pay order in favor of "MMTC Limited" payable at New Delhi) in original along with Technical & Financial bid portion downloaded by bidders, duly signed and stamped in sealed cover, in physical form on or before the closing date and time of the tender. The sealed envelope should be super scribed as "Bid of TENDER FOR WATERPROOFING OF WATER TANKS & REPAIR/RETROFITTING WORKS AT E-BLOCK, MMTC HOUSING COLONY, ADHICHINI, NEW DELHI 110017 having name, address, and telephone Nos. of the bidder.
- 17. Please note that the tenders submitted without the requisite Non-refundable participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited payable at New Delhi) shall be summarily rejected.

- 18. 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 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.
- 19. <u>COMPLETION PERIOD</u>: The estimated completion time under normal circumstances shall be 20 days after issue of Work Order.
- 20. The technical bids (Part-I) shall be opened on 08.01.2019 at 1100 hours. The date and time for opening of the financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.
- 21. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of financial bid.
- 22. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEMs. Further out of 20% target of annual procurement from MSMEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.
- 23. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
- 24. 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 summarily rejected. Joint tenders shall not be accepted / considered. MMTC also reserves the right of

accepting part or whole of the tender and the bidder shall meet the same as per the tender.

25. For details, please visit <u>www.mmtclimited.com</u>, <u>www.eprocure.gov.in</u> & <u>https://mmtc.abcprocure.com</u>.

Yours faithfully, For & on behalf of MMTC Limited,

**Chief Manager (Estate)** 

No. MMTC/Estate/963/E-Block Repair/2018-19 Dated: 07.12.2018

#### **INSTRUCTIONS TO BIDDERS - TENDER SUBMISSION PROCEDURE**

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

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

#### **ENCLOSURES TO PART – I (THROUGH PHYSICAL MODE):**

- 1. Tender documents along with the completion certificates issued by the clients where works have been executed, copies of LOI/award letter/W.O. indicating BOQ's etc of similar nature/type should be enclosed as a proof including works executed in MMTC LIMITED/ DELHI-NCR. If submitted tick (yes)
- 2. Earnest Money Deposit of Rs.2,500/- (Rupees Two Thousand Five Hundered only in the form of demand draft/pay order in favour of 'MMTC LIMITED' payable at 'NEW DELHI'. The Non-refundable Participation fee of Rs. 500/- (Rupees Five Hundered Only) through DD/ pay order in favour of 'MMTC Limited' payable at 'NEW DELHI' also shall have to be submitted. If submitted tick (yes)
- 3. Proof in support of valid registration with statutory authorities: self certified copy of Works Contract Tax, VAT, EPF, ESI, TIN, PAN, 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 / proof of proprietorship, memorandum & articles of association etc in the case of a company, as the case may be. The details of manpower engaged by the firm / company may also be indicated including qualified and experienced supervisors. If submitted- tick (yes)
- 6. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank. If submitted tick (yes).
- 7. This is to confirm that in case of acceptance of our tender bid, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down terms, schedules, BOQs, specifications, drawings etc as per the tender. We also confirm that the work shall be

done within the stipulated period as per the terms and conditions of this NIT. **If submitted- tick (yes)**.

NB:

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

# **ENCLOSURES TO PART - II (THROUGH PHYSICAL MODE):**

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

#### FOR & ON BEHALF OF MMTC LIMITED

Chief Manager (Estate)

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003.

Phone: 011-24381338/24381267

No. MMTC/Estate/963/E-Block Repair/2018-19 Dated: 07.12.2018

#### **GENERAL INSTRUCTIONS FOR THE BIDDERS**

- Technical Bid & Financial Bid portion along with EMD & Non-refundable Participation fee in original to be submitted in physical form as per the conditions of tender, if sent by post, shall be through Registered post/ Speed Post. The documents received after due date and time are liable to be rejected.
- 2. Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in all respects. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
- 3. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/ 26568829) at MMTC Housing Colony, Adhichini, New Delhi - 110017 on any working day and satisfy themselves.
- 4. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
- 5. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
- 6. The Contractor shall have to furnish a bond against water proofing work being carried out 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).
- 7. The Contractor shall not sub-let the contract in part or whole as detailed in the tender /specifications without the written permission of MMTC.
- 8. 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.
- 9. Minor modifications if any, as suggested by MMTC/Site In-charge /Engineer-in-chief, have to be incorporated and executed without any extra cost.

- Deviation from the tender conditions is liable for non-acceptance at the sole discretion of MMTC Ltd.
- 11. The contract 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 the subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.
- 12. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the bidder that the tender has been accepted in accordance with the provisions contained in the letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of the contract shall be applicable from this date.
- 13. Completion time shall mean the period / date specified in the letter of intent, work order, tender document.
- 14. The Contractor shall furnish to MMTC, the name, designation and address of his authorized representatives/agent on his behalf. The complaints, notices, communications, reference shall be deemed to have been duly given if delivered to the Contractor or his authorized agent by hand at work site or thru' ordinary post.
- 15. The bidder should study all the tender documents carefully and understand the conditions and specifications etc. The bidders or his authorized representative should sign & stamp every page of the tender document.
- 16. The bidders 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.
- 17. Timely completion of the work is the essence of the contract. Contractor shall submit the work completion schedule. The Contractor can work round the clock for expediting the work. Any delay in execution shall attract penalty apart from any measures as deem fit.

Yours faithfully, For & on behalf of MMTC Limited.

Chief Manager (Estate)

# E-NIT FOR EXTERNAL PAINITING & WATER PROOFING OF D (G+7 Floors)& E (G+4 Floors) BLOCKS AT MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017

No. MMTC/Estate/963/E-Block Repair/2018-19 Dated: 07.12.2018

### **SCOPE OF WORK**

#### Scope of work consists of:

- External repair work, which includes plastering and cement concrete and carrying out waterproofing works for the water tanks on the terrace of E-Block in MMTC residential colony.
- 2. Contractor's job will also include removing of all malba and debris arising in the process of carrying out work.
- 3. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by MMTC Officials and in such cases, contractor will be solely responsible for delay and its consequences thereof.
- 4. Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.
- 5. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractor's bill.
- 6. The contractor shall furnish guarantee bond on appropriate stamp paper in the proforma as attached in Annexure V for the entire waterproofing treatment for maintaining the surroundings and under side surfaces of the waterproofing treated area in bone dry condition for 10 years. During the guarantee period the contractor shall attend all leakages, defects etc. if noticed, free of cost, starting the work of checking up and rectification within a week's time from the date of intimation about such leakages/defects.
- 7. The approved quality & make shall be maintained by the Contractor throughout the work. The covering capacity ratio with respect to quantity should be strictly adhered to by the Contractor as per specification. Actual consumption versus theoretical consumption shall be submitted with the bill if required by MMTC.

No. MMTC/Estate/963/E-Block Repair/2018-19

# **GENERAL TERMS & CONDITIONS**

Dated: 07.12.2018

- 1. The work shall be executed in E blocks at MMTC Housing Colony, New Delhi 110017.
- 2. The quantities mentioned in the tender are approximate. The running payment shall be made on the basis of actual work executed. Variation in the quantities, if any, shall not vitiate the contract.
- The Contractor shall normally have to make his own arrangement for storing/deploying the materials, manpower, water 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.
- 4. The electric power requirements for the project shall be borne by the Contractor.
- 5. The payment shall be made on actual work executed as per the approved rates based on actual measurement.
- 6. The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Engineer. However, the consequent variation in the total contract value will be limited to 20%. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.
- 7. The rates of extra non-scheduled items if any, shall be based on the rates quoted for the item of 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 Contractor's over heads and profits.
- 8. The Contractor will ensure necessary precautions during the execution of works & will not create any obstacles to the inhabitants of flats situated in and around the colony and also shall make good the installation damages, if any, during the execution.

- 9. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Engineer or his representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below ground), the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the Engineer or his representative.
- 10. The period of work contract shall be 20 days counted from the day of issuance of the Work Order. Time is the essence of the contract.
- 11. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the Contractor.
- 12. The bidders shall deposit Rs. 2,500/- as EMD by Demand Draft/Pay Order in favour of MMTC Ltd payable at New Delhi. The earnest money of the successful bidder will be retained as interest free security deposit. The earnest money of the unsuccessful bidders shall be refunded without any interest after award of work to the successful bidder.
- 13. <u>Defect Liability Period</u> The amount towards the defect liability will be deducted & retained from the payment @ 10% of value of work done and it shall be refunded to the Contractor on completion of the defect liability period which shall be 12 months from the date of completion certificate.
- 14. The laborers engaged by the Contractor shall be the employees of Contractor& there shall not be at any point of time exist any relation of employer and employee between MMTC & the Contractor or its agents / labourers engaged by the Contractor. The Contractor shall pay to the labourers engaged by him in connection with the work wages not less than the minimum wages 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 Contractor 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. The Contractor shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall indemnify MMTC for any damage to its property or any physical injuries caused to MMTC employees & his/her kith and kin living in MMTC Housing Colony under

Workmen's Compensation Act or under any other acts in force from time to time. MMTC shall be totally indemnified of any liability whatsoever.

#### 15. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, 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 Contractor finds any discrepancies therein he shall immediately and in writing refer the same to MMTC Limited whose decision shall be final and binding.

The Contractor 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 Contractor 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.

#### 14. EVALUATION OF BIDS:

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 Special Terms & Conditions for E-Tender will not be considered for opening of the Financial Bid.

- 14.1. 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.
- 14.2. The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.
- 14.3. MMTC reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.
- 14.4. The technical assessment of the bid will be carried out by a Committee which would involve 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.
- 14.5. 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 unit rates of all the items.
- 14.6. The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

#### 15. LIQUIDATED DAMAGES:

- 15.1 MMTC reserves the right for termination of the contract at any time by giving one week 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 Contractor 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 or pending bills or by raising separate claim on the Contractor.
- 15.2 If the Contractor fails to execute or complete the work within the stipulated time or within the time agreed or extended period of the contract as approved by CGM (E&A). MMTC Ltd shall levy a penalty for delayed completion which shall be Rs. 500/- (Rupees Five Hundered only) per day of the delayed period subject to maximum of 10% of the contracted amount. MMTC Limited shall have the right to deduct such amount from any money due to the Contractor. The incomplete work, if any, will be done by MMTC at the risk and cost of the Contractor by MMTC.
- 15.3 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 or if any of the terms and conditions contained in the agreement or by reason of Contractor's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC & cannot be contested by the Contractor.
- 15.4 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 Contractor at his own expense.

#### 16. Bidder's confirmation to read as:

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.

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.

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.

- 17. The DVAT / (TDS) as applicable will be deducted from the bill(s) of works done, by the Contractor. 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. and will remain firm till the completion of the works/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. Income Tax at the prevailing rates as applicable from time-to-time shall be deducted from Contractor's bills as per Income Tax Act.
- 18. The bidders are requested to submit an attested copy of the PAN Card, TIN No., GST no. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number of the Contractor as all payments/ refunds by MMTC will be done through e-payment mode only.
- 19. The Contractor shall submit his final bill for the works on monthly basis after joint measurements. The payment of bill(s) shall be made after affecting all the due recoveries.
- 20. No payment for 'mobilization advance' shall be made under this contract and the Contractor has to mobilize his own resources for the works. The payment amount shall be released on running bill/bills.

21. The Contractor shall depute competent Supervisor for day to day supervision, coordination, liaison and other works etc. The representative of the Contractor shall attend regular/required meetings to expedite the works and sort out difficulties, if any. The Contractor is responsible for progress of works and also for hurdles, if any, in the progress of works attributable to the Contractor.

#### 22. TERMINATION OF THE CONTRACT:

In the event, Contractor fails to execute the work with due diligence or expeditiously or shall refuse or neglect to comply with any orders/instructions given to him in writing within the scope of the work order or shall contravene the provisions of the work order, MMTC may give notice to the Contractor in writing, calling him to make good the failure within such time which may be deemed reasonable, but not exceeding 10 days & in default, MMTC without prejudice to its right under the work order, may rescind or cancel the work order, holding the Contractor liable for damages and MMTC shall have the option and be at liberty to get the balance /unexecuted work done through some other agency at the risk and cost of the Contractor. The cost so incurred along with damages as decided by the MMTC, shall be recoverable from the dues payable to the Contractor for the work executed under the work order or any other of his dues payable by MMTC.

#### 23. TERMINATION FOR INSOLVENCY:

MMTC may at any time terminate the works order by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

#### 24. ARBITRATION:

# In case the bidder is Govt. Dept/Public Sector Undertaking PMA clause will be followed for arbitration which is as follows:

i.) "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises( CPSEs)/ Port Trusts inter se and also between CPSEs and Governemt Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

# In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:

i. In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause: ii) "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 beach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The Arbitration Act 1996 shall be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The seat of arbitration shall be New Delhi

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

#### 25. FORCE MAJEURE:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments, fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the execution of work shall not be deemed to be waiver/extension of time in respect of the remaining work to be executed.

"If operation of such circumstances exceed one week, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages"

The party which is unable to fulfill its obligations under the present contract must within 7 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

#### 26. Increase / Decrease in Work:

The MMTC reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in

any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these changed orders. The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.

#### 27. Separate Contracts

MMTC reserves the right to award the work fully or into parts or other contracts in connection with the Works awarded. The Contractor shall give other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its work and their work. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer-in-Chief /Site-In-charge any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper, except as to the defects which may develop in the other Contractor's work after execution of the work.

#### 28. Cleaning of Site

The Contractor shall properly clean the Site as the work progresses and shall remove all rubbish and debris from the Site from time to time as is necessary and as directed by the Engineer-in-Chief / Site In-charge. On completion, the Contractor shall ensure that the premises and/or Site are cleaned, surplus materials, debris, sheds etc removed, areas under floor cleared of rubbish, gutters, drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the Site incharge so that the whole is left fit for immediate occupation or use and to the satisfaction of the Engineer-in-Chief / Site-In-charge. If the cleanliness of the Site is not completed to the satisfaction of the Engineer-in-Chief / Site-In-charge, the same shall be got done from a specialist housekeeping agency and the cost would be recovered from the Contractor.

# 29. Insurance against accident or injury to Workers:

The Contractor shall be responsible for the safety of Contractor's property, materials, all employees or workmen engaged by them or their Sub-Contractors in connection with the Work and shall forthwith report to the Engineer-in-Chief / Site-In-charge any incidence of accidents causing damage to property or injury to personnel, however and wherever caused

in the Works, and shall make adequate arrangement for rendering all possible aid to the victims of such accident. Contractor shall be obliged to pay any compensation to the employees or workmen employed by the Contractor in the execution of the Work, in accordance with the Workmen's Compensation Act or any other Statute as may be applicable. The Contractor shall continue such insurance during the whole of the time till such workmen are employed by them or the Sub-Contractors on the Works.

#### 30. **SAFETY REQUIREMENTS** –

#### NOTE - To be strictly followed and implemented at Site.

- 30.1 The Contractor alone shall be responsible for compliance with respect to any safety measures as may be required by law or may be prudent as per the accepted industry practice with respect to the works to be executed under this Contract, under any statutory provisions including but not limited to those specifically provided under the Building and Other Construction Workers (Regulation and Employment) Act, 1996.
- 30.2 The Contractor shall be responsible for providing constant and adequate supervision of the Work to ensure compliance with the provisions of laws relating to safety and for taking all practical steps necessary to prevent accidents.
- 30.3 The Contractor shall be liable to follow all rules, regulations, generally accepted safety standards as per the best practice in the industry, whether written or not. The Contractor shall also be liable to do all that is necessary and prudent in the construction industry whether or not mandated in any law or this Contract. The Contractor shall incorporate in their operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code 2016 and regulations of local Authorities. Where the requirements of BIS Codes, National Building Code and regulations are duplicated by local Authorities, the more stringent regulations shall be deemed to apply.
- 30.4 All consequences, damages or losses arising by reasons of any violation of safety norms as specified in the Contract shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions. Should any claim proceedings be filed against the MMTC the Contractor hereby agrees to indemnify the MMTC against the same.

#### 31 **Indemnity:**

The Contractor or the sub- Contractor shall indemnify, defend and hold and keep indemnified, the MMTC from and against all actions, suits, claims costs, liabilities and demands brought or made against the MMTC in

respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the MMTC in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination or expiry of this Contract.

#### 34. FRAUD PREVENTION POLICY:

#### 1. Commitments of the Bidder(s):

- (a) The Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at www.mmtclimited.com during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- (b) The Bidder(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.
- (c) The Bidder(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 in the bidding process.
- (d) The Bidder(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) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

- (e) The Bidder(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- (f) The Bidder(s) if any 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: (2)IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Clause 34(1) 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)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to Clause 34(2), 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.

#### 35 **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".

No. MMTC/Estate/963/E-Block Repair/2018-19

# **LIST OF APPROVED MANUFACTURERS:**

Approved makes of material are listed below. In case it is established that the brands specified below are not available in the market, the Contractor shall submit alternative proposal for the approval of MMTC/Site-in-Charge.

| S.No. | DESCRIPTION OF ITEMS                           | APPROVED MANUFACTURERS   |
|-------|--|--|
| 1     | Ordinary Portland cement (conforming to IS 269 | L&T, Birla, Ambuja, ACC, JP, Vikram<br>Shree or any other brand with approval. |
| 2     | Water proofing compound                        | Pidilite, fosroc, Dr.Fixit   |

#### Note:

# The Contractor shall provide samples of materials before undertaking the work for the approval of the MMTC.

- 1. Samples of all materials and other articles required for use on the work shall be got approved before the starting of work. The articles classified as first quality by the manufactures shall be used. Preference shall be given to these articles which bear ISI certificate mark. In case, articles bearing ISI certification mark are not available articles manufactured by firms of reputes shall be used & the same shall be got approved from Engineer-In Charge, MMTC Limited.
- 2. All material and articles brought by the Contractor to the site of work for use shall conform to the samples approved. Final decision to reject any material shall rest with the MMTC/EIC/Consultant.

(Stamp & Signature of Bidder & Date)

Dated: 07.12.2018

# **ANNEXURE -I**

# **Mandatory Information of Bidder**

| Company Name  | :                                     |
|---|---------------------------------------|
| Registration Number   | :                                     |
| Registered Address  | :                                     |
| PAN NO. / TAN NO./ GST  | :                                     |
| Name of Partners / Directors  | :                                     |
| City Name   |                                       |
| Postal Code   |                                       |
| Company's Establishment<br>Year                                       | :                                     |
| Company's Nature of Business  | :                                     |
| Company's Legal Status  | :                                     |
| Company Category  | :                                     |
| Contact Details   | :                                     |
| Contact Name  | :                                     |
| Designation   | :                                     |
| Date Of Birth   | :                                     |
| Correspondence Email  | :                                     |
| Phone   | :                                     |
| Mobile  | :                                     |
| Contact Name  Designation  Date Of Birth  Correspondence Email  Phone | : : : : : : : : : : : : : : : : : : : |

| Signature of the bidder: |  |
|--------------------------|--|
| Name:                    |  |
| Designation:             |  |

# **PROFORMA for e-payments**

# **Details to be furnished by Vendor on Customer Letter Head**

1 Vendor Code

|   | (Details to be giver<br>MMTC)<br>We agree for e-payment | 2<br>ıbm | Cus<br>Cod | е           | una | der: |  |  |   |   |     |  |   |
|---|---|----------|------------|-------------|-----|------|--|--|---|---|-----|--|---|
|   | The Banking/Account o                                   |          |            |             |     |      |  |  |   |   |     |  |   |
|   | (A) In case you have following details, mode:-          |          |            |             |     |      |  |  |   |   | the |  |   |
| 1 | Bank Account No.  |          |            |             |     |      |  |  |   |   |     |  |   |
|   |   |          |            |             |     |      |  |  |   |   |     |  |   |
| 2 | RTGS IFSC Code  |          |            |             |     |      |  |  |   |   |     |  |   |
|   |   |          |            | <del></del> | ı   |      |  |  | Ī | Ī |     |  | ı |
| 3 | NEFT IFSC Code  |          |            |             |     |      |  |  |   |   |     |  |   |
| 4 | Bank Name   |          |            |             |     |      |  |  |   |   |     |  |   |
|   |   |          | ı          |             |     |      |  |  |   |   |     |  |   |

| 5 | Bank Branch Name   |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|---|--|------------|-----------|--------------------|--------------|----------|-------------|-----------|-----------|-------------|-------------------|-------------------|---------------------|-----------|----------|-------------|----------|---|---|--|
|   |  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   |  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   | <u>-</u>   |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 6 | Branch code  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 7 | Bank Location  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   | -  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   |  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 8 | Account Type   |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   | (Saving/Current)   |            |           | -                  |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 9 | E-mail ID (if any)   |            |           |                    |              |          | Ī           |           |           |             |                   | <u> </u>          | Ī                   |           |          |             |          |   |   |  |
| J | - man is (ii arry)   |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   | L  |            |           | <u> </u>           | <u> </u>     | <u> </u> |             |           |           | <u> </u>    | <u> </u>          | <u> </u>          |                     | <u> </u>  | <u> </u> |             | <u> </u> |   |   |  |
|   | (B) <u>In case you do n</u><br>provide the follow<br>RTGS mode:- | iot<br>ing | hav<br>de | <u>/e a</u> etail: | an a<br>s, s | o t      | ouni<br>hat | t w<br>we | ith<br>ca | HDI<br>n tr | F <u>C</u><br>ans | <u>Ban</u><br>fer | <u>k</u> , t<br>fun | her<br>ds | thro     | eas<br>ougl | e<br>h   |   |   |  |
| 1 | Bank Account No.   |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
|   |  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 2 | RTGS /IFSC Code  | Г          |           |                    |              |          |             |           |           |             |                   |                   |                     | T         |          | T           |          |   |   |  |
|   |  | <u> </u>   | 1         | ı                  | 1            | 1        | 1           |           | 1         | 1           | 1                 | 1                 | 1                   |           |          |             |          | • |   |  |
| 3 | NEFT /IFSC Code  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   |   |  |
| 4 | Rank Name  |            |           |                    |              |          |             |           |           |             |                   |                   |                     |           |          |             |          |   | Τ |  |

| 5 | Bank Branch Name                            |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
|---|---|---|-------|-------|------|------|----|--|---|------|----|--|--|--|--|--|
| 6 | Branch code                                 |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
| 7 | Bank Location                               |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
|   |   |   |       | 1     |      |      |    |  |   |      |    |  |  |  |  |  |
| 8 | Account Type (Saving/Current)               |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
| 9 | E-mail ID (if any)                          |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
|   | A blank cancelled chequ                     | ue leaf h                                       | as be | en e  | nclo | osed | d: |  | Y | ES/I | NO |  |  |  |  |  |
|   | Thanking you,                               |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
|   | (Vendor's/ Customer's N                     | Name &  | Signa | iture | )    |      |    |  |   |      |    |  |  |  |  |  |
|   | Certified by Bank regarding Banking Details |   |       |       |      |      |    |  |   |      |    |  |  |  |  |  |
|   | (Bank Seal & Signature                      | (Bank Seal & Signature of Authorized Signatory) |       |       |      |      |    |  |   |      |    |  |  |  |  |  |

#### 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 |  |              |  |

# **ANNEXURE IV**

# **DECLARATION BY BIDDER**

| I hereby declare that:   |                                      |
|--|--------------------------------------|
| Our Company/firm has not been bla account of non performance by any Centr government Agencies/ Public Sector Under | al/State Government Department/quasi |
|  | Signature                            |
|  | Name                                 |
|  | Designation                          |
|  | Company/Firm                         |
|  |                                      |
| Date   |                                      |
| Place  |                                      |

#### Annexure- V

For Guarantee to be executed by contractors for rectification of defects of water-proofing works after maintenance period (To be executed on a non judicial stamp paper of appropriate value)

| The | agreement | made | this | day     | of | two | thousand |
|-----|-----------|------|------|---------|----|-----|----------|
|     |           |      |      | between |    |     | M/s.     |
|     |           |      |      |         |    |     |          |

(hereinafter called "the Guarantor" of the one part) and the MMTC LTD (hereinafter called "the MMTC" of the other part). Whereas this agreement is supplementary to the contract (hereinafter called "the Contract") dated...... and made between the Guarantor of the one part and the MMTC of the other part, whereby the Contractor, interalia undertook to render the roof of buildings in the said contract recited completely water and leak-proof. AND WHEREAS THE GUARANTOR agree to give a guarantee to the effect that the said structure will remain water and leak-proof for Ten year to be reckoned from the date after the maintenance period prescribed in the contract expires. NOW THE GUARANTOR hereby guarantees that waterproofing treatment provided by him will render the structures completely leak-proof and the minimum life of such waterproofing treatment shall be Ten years to be reckoned from the date after the maintenance period prescribed in the contract expires. Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or other structures or alteration and for such purpose: a) Misuse of structure shall mean any operation which will damage water-proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the structure; b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water-proofing treatment is removed in parts; c) The decision of the MMTC with regard to cause of leakage shall be final. During this period of guarantee the guarantor shall make good all defects and for that matter, in case of any defect being found, render the building

waterproof to the satisfaction of the MMTC at the cost of the Guarantor and shall commence the work for such rectification within seven days from the date of issue of the notice, from the MMTC calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S COST and risk. The decision of the MMTC as to the cost payable by the Guarantor shall be final and binding. That if the Guarantor fails to execute the waterproofing or commits breaches there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the MMTC, the decision of the MMTC will be final and binding on the parties.

| IN    | WITNESS      | WHEREOF        | these    | presents   | have     | been   | execu  | ted                                     | by | the |
|-------|--------------|----------------|----------|------------|----------|--------|--------|---|----|-----|
| Obl   | igor         | and            |          |            |          |        |        |   |    |     |
| by    |              |                |          |            | and 1    | or and | l on b | ehalf                                   | of | the |
| MM    | TC on the c  | day, month an  | d year f | irst above | written. |        |        |   |    |     |
| SIG   | iNED, sealed | d and delivere | d by Ol  | BLIGOR in  | the pre  | sence  | of:    |   |    |     |
| 1.    |              |                |          |            |          |        |        |   |    |     |
| 2.    |              |                |          |            |          |        |        |   |    |     |
| SIG   |              | AND ON BE      |          |            | MMTC     | BY     |        | • |    |     |
| in th | ne presence  | of:            |          |            |          |        |        |   |    |     |
| 1.    |              |                |          |            |          |        |        |   |    |     |

2

33

# PART-II

#### **FINANCIAL BID**

# TENDER FOR WATERPROOFING OF WATER TANKS & REPAIR/ RETROFITTING WORKS AT E-BLOCK, MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017

# Name of the Work:

# Waterproofing of Water tanks and repair of Parapet Wall -E Block

|      | waterprooning of water tanks and repair of Farapet wan-L block  |      |     |      |        |
|------|---|------|-----|------|--------|
| S.No | DESCRIPTION OF ITEMS  | UNIT | Qty | Rate | Amount |
| 1    | Demolishing cement concrete manually/<br>by mechanical means including disposal<br>of material within 50 metres lead as per<br>direction of Engineer-in-charge.   |      |     |      |        |
|      | 1:3:6 or richer mix   | cum  | 2   |      |        |
| 2    | Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.   | cum  | 2   |      |        |
| 3    | Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like retaining walls of the basement, water tanks, roof slabs, podiums, reservior, sewage & water treatment plant, tunnels/ subway and bridge deck etc., prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush.  The material shall meet the requirements as specified in ACI- 212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side.  The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm. The work shall be carried out all |      |     |      |        |

|   | complete as per specification and the direction of the engineer-in-charge. The product performance shall carry guaranteed for 10 years against any leakage.  |     |     |  |
|---|--|-----|-----|--|
|   | 22.23.1 For vertical surface two coats @0.70 kg per sqm per coat   | Sqm | 65  |  |
|   | 22.23.2 For horizontal surface one coat @1.10 kg per sqm   | Sqm | 15  |  |
|   |  |     |     |  |
| 5 | 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   | sqm | 200 |  |
|   | sand)  |     |     |  |
| 6 | 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, mortar1:3(1cement:3coarsesand)includin g finishing of surface smooth. Including the cost of chicken mesh.  | Sqm | 40  |  |
| 7 | Disposal of all kind of malba or building rubbish to the approved dumping yard including loading, unloading and transportation for any lead  | Cum | 5   |  |
| 8 | Providing and fixing double scaffolding system (cup lock type) onthe 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 challies, 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 | Sqm | 50  |  |

|    | 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. |     |     |  |
|----|--|-----|-----|--|
| 10 | Centering and shuttering including strutting, propping etc. and removal of form work for : Columns, piers, abutments, pillars, posts and struts  | sqm | 2.5 |  |
| 11 | Providing and fixing Steel reinforcement for R.C.C. work including straightening, cutting, welding, bending, placing in position and binding all complete upto plinth level  | kg  | 20  |  |
| 12 | Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level: 1:1.5:3 (1 cement: 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).   | Cum | 0.2 |  |
|    | Total in Rupees  |     |     |  |

Total Amount in Words: GST extra as applicable

| Date: | Signature/Seal of the Contractor |
|-------|----------------------------------|
|       |                                  |