



MMTC LIMITED, NEW DELHI

(A Govt. of India Enterprise)

ESTATE DIVISION

MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

TENDER DOCUMENT

**E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF
MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**

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MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

Technical BID

Part - I

Start date for Downloading tender document	26.09.2018 From 1700 Hrs
Last date for Downloading tender document	24.10.2018 Up to 1500 HRS
Pre-bid meeting	11.10.2018 at 11HRS
Due date of tender submission (Technical & Price Bid)	24.10.2018 Up to 1500 HRS
Technical Bids opening Date	25.10.2018 at 1100 HRS

Downloaded by:

M/S

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Appendix

- 1 Period of completion : 4 Months
- 2 Defect Liability period : One year from the date of Completion
- 3 Earnest Money Deposit : Rs.1,20,000/- (Rupees One Lakh Twenty thousand only)
 - a) Security Deposit : 5% to be deducted from the Running Bills
 - b) Performance Guarantee : 5% of the Estimated Cost
- 4 Participation fees : Rs 1000/- (Rupees One Thousand Only) (Non-Refundable) incl GST
- 5 Address of site : MMTC Housing Colony, Near Auribondo College, Adchini, New Delhi-110017

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TENDER DOCUMENT

MMTC Limited (A Govt. of India Enterprise) invites E-bids under two bid system (Technical Bid & Financial Bid) for EXTERNAL PAINTING & REPAIRING WORK OF VARIOUS BUILDINGS IN MMTC HOUSING COLONY at 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 scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. However, hard copy of Technical Bid with EMD and Participation fee (Non-refundable) shall be sent in physical mode as well so as to reach the Office of General Manager (E), 2nd floor, Core-1, SCOPE Complex, Lodhi road, New Delhi – 110003 on or before 15:00 hrs of 24.10.2018.

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., 2015-16, 2016-17 & 2017-18.
2. Copies of work order for similar nature of work of at least one contract value Rs 42 lakhs, or two contracts of similar nature of work of Rs 32 lakh or three contracts of similar nature of works of Rs 21 lakhs in the last 3 years. 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.
3. Proof of valid registration with statutory authorities for Works Contract, 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 and details of GST registrations.
9. Scanned copy of Participation Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs 1000/- (Rs One Thousand only) in favour of MMTC Limited payable at New Delhi.
10. Scanned copy of EMD in the form of Demand Draft/Pay Order for Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only in favor of "MMTC Limited" payable at New Delhi.
11. Details of Bank account e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
12. Duly filled in **e-payment** proforma /format, duly certified by the Bankers to be enclosed. (Annexure-II).
13. 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.
14. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank.

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

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

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	support@abcProcure.com
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	pankesh@eptl.in
HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		

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

6. Non-refundable Participation Fee of Rs 1000/- (Rupees One Thousand Only) and EMD of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand) in the form of DD/ Pay order in favor of "MMTC Limited" payable at New Delhi) in original along with Technical bid portion downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form as well on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be super scribed as "Technical Bid of **E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**" having name, address, and telephone Nos. of the bidder. The required enclosures as per tender check-list and financial bid shall be submitted through e-mode only.
7. Please note that the tenders submitted without the requisite Non-refundable participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited payable at New Delhi) shall be summarily rejected.
8. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc except GST. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respect and in full conformity with the tender terms and specifications.
9. **COMPLETION PERIOD:** The estimated completion time under normal circumstances shall be 4 Months after issue of Work Order.
10. The technical bids (Part-I) shall be opened on 25.10.2018 at 1100 hours. The date and time for opening of the Financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.
11. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
12. Under Public Procurement Policy (PPP) issued by 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 MSEs. 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.
13. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to

above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.

14. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders, in which any of the prescribed conditions are not fulfilled by the bidder, shall be 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.
15. Pre-bid meeting: A pre-bid meeting will be held on 11th October 2018 at 1100hrs. Interested bidders may attend for queries.
16. For details, please visit www.mmtclimited.com, www.eprocure.gov.in & <https://mmtc.abcprocure.com>

Yours faithfully,
For & on behalf of MMTC Limited,

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 and PART – II shall be FINANCIAL BID.

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

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

1. E-tender documents along with the completion certificates issued by the clients where works have been executed, copies of LOI/award letter/W.O. indicating 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. 1,20,000/- (Rupees One Lakh Twenty thousand only in the form of demand draft/pay order in favour of 'MMTC LIMITED' payable at 'NEW DELHI'. The Non-refundable Participation fee of Rs. 1000/- (Rupees One Thousand Only) through DD/ pay order in favour of 'MMTC Limited' payable at 'NEW DELHI' also shall have to be submitted. **If submitted – tick (yes)**
3. Proof in support of valid registration with statutory authorities: self certified copy of 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 E-NIT. **If submitted- tick (yes).**

NB:

1. The tender shall be liable for rejection at the discretion 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 E-MODE ONLY):

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**

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GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Technical Bid portion along with EMD & Non-refundable Participation fee in original to be submitted in physical form also as mentioned at Clause No. 3 of Special terms and conditions of e-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 execute an agreement with MMTC immediately after issuance of award letter. 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 CPWD 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.

10. 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)

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SCOPE OF WORK/ALLIED TERMS

Scope of work consists of:

1. External painting in MMTC residential colony comprising of D (G+7 Floors)- 3 Blocks & E (G+3 Floors)- 1 Block and changing of existing CI rain water and sewer pipes.
2. Internal painting of walls of common corridor areas of the building if required with oil bound distemper and a few places with synthetic enamel paint.
3. Maximum height of building from Ground level is approx 25 m for D Block (G+7 Floors) and 15 m for E-Block (G+3 Floors).
4. Makes of various paints to be used by contractor will be according to the list of approved makes given. No other makes will be used by the contractor.
5. Contractor will first submit the shade cards of relevant make of paint to MMTC for approval of colour before procuring the paint in bulk.
6. No mixing will be allowed with stainer to achieve a particular colour. Contractor will procure direct colour paint of approved shade and apply directly.
7. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
8. Contractor'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.
9. No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. Contractor will be paid on the basis of plain elevation area. Contractor, if he so desires can visit the site and see the actual surfaces of walls before quoting.

10. Contractor will arrange proper ladders, scaffolding and jhoolas (for painting at higher levels) at his own cost and will take all safety measures like safety belts, extra labour to hold ladders/Jhoolas etc. The quotation of rates should be made accordingly.
11. 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.
12. Contractor shall provide manufacturer's certificate for the material supplied at site and the contractor will bring paint material at site in bulk quantity in 3-4 lots as per theoretical requirement based on CPWD analysis. In case material used are less than theoretical requirements(-5%), the cost of material used less shall be recovered from the contractor at basic rate as given in latest Delhi Schedule of Rate plus carriage plus 1% W.C. plus 15% CP & OH. For excess use of material over the theoretical consumption, no extra payment shall be made to the contractor. MMTC decision in this regard, shall be final and binding.
13. 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.
14. There should be adequate time gaps (4-6 hours) between two coats of paint to ensure drying of first coat of paint.
15. The approved quality, make & shade of paint shall be maintained by the Contractor throughout the work. The covering capacity ratio with respect to quantity of paint should be strictly adhered to by the Contractor as per specification. Actual consumption versus theoretical consumption shall be submitted with each bill (Running and/or final)
16. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractor's bill.
17. All the dismantled items excluding malba/ debris will be deposited with MMTC.

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Dated: 26.09.2018

GENERAL TERMS & CONDITIONS

1. The work shall be executed for D & 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.
3. 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. **A) Payment:** The payment shall be made on actual work executed as per the approved rates based on actual measurement.

- Running payments shall be admissible based on actual work done/ measurement at site
- Contractor to note that No Running Payment shall be admissible if the value of work done is less than Rs 50000/-.
- The contractor shall submit his/her monthly bills in triplicate to the site in-charge, who after due verification, scrutiny, recommendation and processing, will forward the same to 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 contractor.

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 contractor/supplier/service provider within 1-2 working days from the date of submission of bills in MMTC and same shall be re-submitted after making required corrections, to MMTC within the next 2-3 working days except in exceptional circumstances. In this case, the date of receipt of bill at MMTC will be the date on which

the corrected bill, ready in all respects, is resubmitted by the vendor in MMTC,CO.

- In case of any disagreement between MMTC and the contractor/supplier/service provider on any part of the bill, such part may be severed from the rest. Payment against agreed and admissible part can be processed as per laid down procedure, while the disputed part can be dealt as per contract provisions viz. conciliation, dispute resolution, arbitration as mentioned in the tender.

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. **EXTRA ITEMS/SUBSTITUTED ITEMS:** In respect of any Extra/Substituted Items ordered to be executed, the rates payable shall be derived as follows:-

7.1 If the rates for the additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted works at the same rates, as specified in the contract.

7.2 If the rates for the additional, altered or substituted work are not specifically provided in the CONTRACT for the work, the rates will be derived from the rates for the similar class of work as are specified in the CONTRACT for the work. The opinion of the MMTC as to whether or not the rates can be reasonably so derived for the item in the contract will be final and binding on the contractor.

7.3 If the rates for altered, additional or substituted work which cannot be determined in the sub-clause (1) & (2) above same shall be worked out on the basis of the market rates for materials, carriage, and labour for the work by adding 10% as Contractor's profit which will be inclusive of incidental charges and overhead costs. For the purpose of coefficient for labour, wastage and material shall be adopted from the CPWD analysis of rates/standard schedule of rate as decided by the MMTC. If the items does not exist in CPWD analysis of rates/ standard schedule of rates, the coefficient for labour wastage and material shall be adopted as per standard engineering practice and the decision of MMTC in this regard shall be final and binding on the contractor.

7.4 Approved extra items shall be accorded as per CPWD pattern. Written approval of the Engineer-in-charge/Officer-in-charge shall be obtained before execution of the items. 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.

8. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from damage 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 shall make good or bear the cost of making good the same without delay, to the entire satisfaction of the Engineer or his representative.
9. The period of work contract shall be 4 Months counted from the day of issuance of the Work Order. Time is the essence of the contract. 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 GM (E&A)/ CGM (P&A). MMTC Ltd shall levy a penalty for delayed completion which shall be Rs. 1000/- (Rupees Thousand 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 got done by MMTC at the risk and cost of the Contractor by MMTC.
10. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the Contractor.
10. The bidders shall deposit Rs. 1,20,000/- 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.
11. **Defect Liability Period** – The amount towards the defect liability will be deducted & retained from the payment @ 5 % of value of work done, till the sum along with the sum already deposited as earnest money amounts to defect liability @5% of the tendered work. The same shall be refunded to the Contractor on completion of the defect liability period which shall be 12 months from the date of issuance of completion certificate /virtual completion of the works for external painting during which the Contractor shall be responsible for removal of defects to the satisfaction of MMTC, failing which action as deemed fit including forfeiture of security

deposit/defect liability period amount shall be contemplated by MMTC at its sole discretion.

12. **COMPLIANCE WITH LABOR/INDUSTRIAL LAWS:**

The contractor is responsible for compliance with the following under this contract:

12.1 The contractor shall have his own PF Code No. with the RPFC as required under employees PF & Misc. Provision Act, 1952.

12.2 It shall be the sole liability of the contractor (including the contracting firm/company) to obtain and to adhere by all necessary licenses/permissions from the concerned authorities, as provided under the various Labour Legislations including the Labour License obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

12.3 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952. the Employees State Insurance (ESI) Act, 1948, the Contract Labour (R&A) Act, 1970, the Inter-state Migrant Workmen(Regulation of Employment & Conditions of Services) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 & other relevant acts, rules and regulations enforced from time to time.

12.4 The contractor shall be responsible for required contributions towards PF, pension, ESI or any other statutory payments to be made in respect of workers employed for work under the contract and the personnel employed for rendering services to MMTC and shall deposit these amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative /inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of MMTC. The contractor shall submit for verification of relevant records/documents by MMTC, as asked for.

12.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the following month in the premises of MMTC in the presence of MMTC officials. MMTC reserves the right to check periodically the documents related to the payment of applicable wages made by contractor to his/her personnel so engaged. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. The

contractor shall indemnify MMTC against all loses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him/her.

12.6. The contractor shall ensure the regular supervision and control by the contractor himself or his supervisor on the personnel deployed by him/her for the works and necessary direction should flow from the contractor/supervisor for the workforce for undertaking the contractual obligations.

13. 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 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 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 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.
- 15.3 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 Contractor at his own expense.

16. **AGREEMENT**

The successful contractor will 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, incidental 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.

17. PERFORMANCE GUARANTEE:

- 17.1 The Contractor is required to submit a Performance Guarantee as per prescribed Performa (Annexure VI) on an appropriate value of stamp paper within a period of 7 days from the date of written notification of award (Letter of Intent) to be made to the bidder, calculated at the rate of five percent (5%) of the estimated cost.
- 17.2 The Performance Guarantee will be issued by a scheduled commercial bank other than by any Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.
- 17.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall not be accepted.
- 17.4 In case of Performance Guarantee from a foreign bank situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial bank other than a Co-operative bank or Gramin Bank or Nainital Bank or Dhanalaxmi bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.
- 17.5 Performance Guarantee shall be valid for a period of 60 days beyond the completion of all contractual obligations/ until the termination of the defect liability period whichever is later. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any claim for accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation.
- 17.6 Failure of the Contractor to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

18. Bidder's confirmation to read as:

- 18.1 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.
- 18.2 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.

- 18.3 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. ORDER OF PREFERENCE: In case of ambiguity in description of item in the Bill of Quantities/General Conditions/Special Conditions/letter of award, the following order of preference shall prevail:
 - 23.1 Details in the Letter of Award along with statement of Agreed Variations and its enclosures and any corrigendum/addendum/Bill of Quantities/ Specifications/ Special Conditions/General Conditions of contract.

24. **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 30 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.

25. **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.

26. **ARBITRATION:**

In case the bidder is Govt. Dept/Public Sector Undertaking . Settlement of dispute will be followed as per the following clause

“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 Government 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.

27. 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 month, 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 15days 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.

28. 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.

29. 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.

30. 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 in-charge 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.

32. 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.

33. SAFETY REQUIREMENTS –

NOTE - To be strictly followed and implemented at Site.

- 33.1 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.

- 33.2 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.
- 33.3 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.
- 33.4 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.

34 **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.

35. 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 in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) 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 Clause 35(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 35(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.

36 **HOLIDAY LISTING:**

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

**E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF
MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**

MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

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 Shree or any other brand approved by MMTC.
2.	White Portland Cement	Birla white, JK Cement, Nihon Wite
3.	Acrylic Exterior paint	Asian, ICI, Berger, Nerolac
4.	Synthetic enamel Paint	Asian, ICI, Berger, Nerolac
5.	Acrylic emulsion paint	Asian, ICI, Berger, Nerolac
6.	Cement Primer	Asian, ICI, Berger, Nerolac
7.	Oil bound distemper	Asian, ICI, Berger, Nerolac
7	Water proofing compound	Pidilite, fosroc, roffe, Apex, Dr.Fixit
8	PVC SWR (Soil, Waste & Rain) Type A & B conforming to IS 13592-1992	Ashirwad, Supreme , Finolex or any other brand approved by MMTC.
9	CPVC	Astral, Prince, Finolex or any other brand approved by MMTC.

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 repute 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)

**E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF
MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**

MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

To
The General Manager (E), MMTC Limited,
Core-1, SCOPE Complex, Lodhi Road,
NEW DELHI.

Ref Tenders No.: **MMTC/Estate/External Painting/18-19**

Dear Sir,

I/we, the undersigned certify that I/we have carefully gone through and clearly understood the terms & conditions of the tender document, the work requirements and undertake to comply with them.

I/we further undertake to execute and complete the works as per tender's terms and conditions and the bids submitted by us. We have signed and sealed every page of the tender document (technical bid) as token of our acceptance of all the terms and conditions of the tender.

I/we enclose herewith non-refundable participation Fee of Rs. ----- () and the Earnest Money Deposit (EMD) of Rs. ----- () by demand draft/pay order/banker's cheque No. ----- dated ----- drawn on ----- favouring MMTC LIMITED and payable at New Delhi.

I/we also undertake to abide by all the labour laws/acts including minimum wages etc and to deposit due amounts to Provident Fund authorities and pay ESI contributions and applicable service tax etc. for the workers to be employed by me/us on regular basis. I/we will be responsible for death and injury, if any, caused to the workers while working and for the behaviour & conduct of the workers. I/we certify that no criminal/income tax/service tax /black listing case are pending against my/our firm/company.

My/our offer includes component of applicable wages to my/our workmen provident fund, statutory charges, ESI contribution, taxes, duties, royalties, octroi levies etc. but excludes applicable GST, if any. All the statutory payments along with GST, if applicable will be paid by me/us to concerned authorities on due dates/time and I/we understand that the GST component, if applicable, shall be reimbursed to me/us with monthly bills on actual basis and

production of documentary proof of all deposits with concerned authorities for the previous month.

My/our offer shall be valid for a period of 60 days from the date of opening of the Financial Bid.

Thanking you,

Yours faithfully,

Signature:
For M/s:
Date:
Name:
Address:

Seal of Contractor/Tenderer

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 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:

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5 Bank Branch Name

6 Branch code

--	--	--	--	--	--	--

7 Bank Location

8 Account Type
(Saving/Current)

--	--

9 E-mail ID (if any)

A blank cancelled cheque leaf has been enclosed: YES/NO

Thanking you,

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

Certified by Bank regarding Banking Details

(Bank Seal & Signature of Authorized Signatory)

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 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 _____

**E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF
MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**

MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

GENERAL CHECK LIST OF GUIDANCE FOR SUBMISSION OF OFFER

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

EMD Rs. _____ (Rupees _____ only)	Amount (Rs.): by way of Demand Draft/ Banker's Cheque/ Pay Order /FDR in favour of MMTC Limited payable at N Delhi	DD/BC/PO No. : Date : Issuing : Bank	
Participation Fees cost Rs. _____ (Rupees _____ only)	Amount (Rs.) : by way of Demand Draft/ Banker's Cheque/ / Pay Order in favour of MMTC Limited payable at N Delhi	DD/BC/PO No. : Date : Issuing : Bank	
Annual Turn over (Audited Balance Sheet – Trading, P & L account / copy of Income Tax Returns TDS for any of the years mentioned herein in accordance with NIT).	Year	Amt (Rs.)	List of document enclosed
	2015-16		
	2016-17		
	2017-18		
Proof of financial soundness and solvency certificate duly certified by bank.			
Work Order Value for the work executed (Copies of qualifying similar work orders – executed along with completion certificates or any other proof certifying the executed value of the work as per NIT).	1. Work Order No. dated.....issued by M/s _____ 2. 3. FY2015-16	Work Order Completion value Rs. Work Order Completion value Rs. Work Order Completion value Rs.	
	1. Work Order No. dated.....issued by M/s _____ 2. 3. FY2016-17	Work Order Completion value Rs. Work Order Completion value Rs. Work Order Completion value Rs.	

	1. Work Order No. dated.....issued by M/s _____ 2. 3. FY2017-18	Work Order Completion value Rs. Work Order Completion value Rs. Work Order Completion value Rs.
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DESCRIPTION	YES / NO (In all the Blank space below please fill either Yes or No only)	REMARK
Company profile, Power of Attorney / Authorization on Company's letter head in favour of person who has signed the offer.		: Please enclose the self attested document such as Declaration of proprietorship or Partnership deed or power of attorney etc.
Work Contract Tax GST PF code No.		: Enclose the self attested copy of registration certificate
ESI code No. TIN No. Sales Tax No. PAN No.		: Enclose the self attested copy of registration certificate.
Whether blacklisted / put on holiday list of any Central /State Department, PSU's and Major Institutional / Industrial establishments		
All the documents furnished are readable / legible.		: Please ensure filling the tender in readable / legible form.
Original tender / Bidding document submitted		: Please submit the complete tender document.
Validity of offer up to 60 days from the date of opening of Price bid.		: Please certify
All documents submitted signed on each page by authorized person.		: Please ensure signing of each page of tender.
All corrections properly attested by the person signing the bid.		: Please ensure signing the correction, if any.

Name & Signature of Bidder

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. ___ dated___

MMTC Limited

Dear Sirs,

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

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before____(Expiry date).
7. Your letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. ____ only by MMTC.
11. We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS ____ DAY OF _____

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

(Banker's Seal)

PART-II

FINANCIAL BID

**E-NIT FOR EXTERNAL REPAIRING & PAINTING WORK OF D & E BLOCKS OF
MMTC HOUSING COLONY, ADHICHINI, NEW DELHI - 110017**

MMTC/Estate/External Painting/18-19

Dated: 26.09.2018

SI No	DESCRIPTION OF ITEM	Unit	QTY	RATE (Rs.)	AMOUNT (Rs.)
1.	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	9150		
2.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	sqm	3000		
3.	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	1200		
4.	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	sqm	11000		
5	Finishing walls with Acrylic Smooth exterior paint of required shade : Old work (One or more coat applied @ 0.90 ltr/10 sqm).	sqm	11000		
6.	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		

7	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	1850		
8	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	276		
9	Supplying of G.I. Chicken-mesh (approximate 0.11 kg/ sqm) of approved quality.	Kg	30.36		
10	Painting to rolling shutters (garages) with Aluminum paint of approved brand and manufacture on old work to give an even shape one or more coat after preparation of surface by scrapping and cleaning all complete.	sqm	120		
11	Painting of small articles of painted surface in shafts with Aluminum paint and not in conjunction with similar painted work as in C.I. Bracket etc, up to 15cm in width or girth with paint of approved brand and manufacture complete.	each	500		

12	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		
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	300		
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		
15	Renewal of old putty of glass panes (length)	Mtr	100		
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	5		
17	Providing, cutting, erecting, jointing, clamping, fixing including making 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,	Rmt	1300		

	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 A 75 mm dia OD pipes with minimum wall thickness of 1.80 mm.(For Rain water and Kitchen)				
	Providing, cutting, erecting, jointing, clamping, fixing including making 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)(For Sewage)	Rmt	800		
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	180		
	20mm	Rmt	180		
19	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes,				

	having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. (Internal Work)				
	15mm	Rmt	1100		
20	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	1500		
21	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	2100		
22	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 :				
	In 75x75mm deep chase	RM	800		
23	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	Each	40		

	of neat cement rounding the edge sand making and finishing the outlet complete.				
	Total Amount				

Total Amount in Words:

GST extra as applicable

Date:

Signature/Seal of the Contractor