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Ref.No. MMTC/BBL/Admn./2016-17

Date: 08/03/2017

**NOTICE INVITING TENDER**

MMTC LIMITED, A Government of India Enterprise, Sub-Regional Office at Barbil, Dist. Keonjhar, Odisha-758035, invites sealed quotations from the interested Civil Contractors to undertake the Repairing of Damaged Roof Cornice and Window Chhaja at MMTC Housing Complex, Joda, Dist- Keonjhar, Odisha. Interested Civil Contractor(s) may collect the Tender Paper from the office of AGM, MMTC Limited, SRO, Barbil on any working day(s) between 10 AM to 5 PM before submitting their tender. The Civil Contractor(s) having License as applicable under the law, PAN. VAT Registration, VAT clearance and Service Tax Registration may only submit the tender paper along with EMD of Rs.1500.00 by way of Bank Draft/Bankers Cheque drawn on any Scheduled/Nationalized Bank (except the Co operative banks) in favour of the MMTC Limited, payable at Barbil or through RTGS/NEFT credited latest by **14/03/2017(12.30PM)** in the accounts of MMTC Barbil (**State Bank Of India, Barbil Branch A/c No:-11192675029 & IFSC Code:-SBIN0002011**). For further details, Bidder(s) may also contact MMTC Limited, SRO, Barbil, Dist: Keonjhar

Last date of submission of bid: 14/03/2017 up to 1 PM.

Bid Opening: 14/03/2017 at 3.30 PM.

Offers by FAX/E-Mail will be summarily ignored.

MMTC Limited reserves the right to reject/accept any or all the tender(s) without assigning any reason thereto.

Sd/-

**Addl.General Manager**

**Bid Identification No/Tender Call Notice No-MMTC/BBN/Admn./2016-17 dated 08.03.2017**



**MMTC LIMITED: SRO: BARBIL**

**TWO BIDS DOCUMENT  
Techno Commercial  
(Part-1)  
DETAILED TENDER CALL NOTICE**

**NAME OF THE WORK**

**Repairing of Damaged Roof Cornice & Window Chhaja at MMTC Housing Complex, Joda, Dist- Keonjhar, Odisha.**

**Sold to: Name of intending contractor:**

**Rs.500/- (Rupees Five hundred) only + VAT as applicable vide MR /B.D. / D.D.  
No. \_\_\_\_\_ Bank Date: \_\_\_\_/03 /2017**

**OFFICE OF THE ADDITIONAL GENERAL MANAGER, SUB-REGIONAL OFFICE-  
BARBIL, KALINGA ROAD, DIST- KEONJHAR, ODISHA  
PHONE- 06767-275220/9937538667  
E-mail: mmtcbarbil@mmtclimited.com**



**MMTC LIMITED : SUB-REGIONAL OFFICE : BARBIL**

OFFICE OF THE ADDL. GENERAL MANAGER  
 INVITATIONS FOR BIDS (TECHNO COMMERCIAL & FINANCE BIDS)  
**Bid Identification No/ Tender Call Notice No.** – MMTC/BBN/Admn./2016-17 dated  
 08.03.2017

1. The Addl.General Manager, Sub-Regional Office, Barbil invites **percentage rate bids** on behalf of MMTC Limited, a Government of India Enterprise for Repairing of damaged roof cornice & window chhaja work as detailed in the table below from the contractors registered with the State Governments and Civil Contractors of equivalent Grade / Class registered with Central Government/CPSU / MES / Railways mentioned in the table column -7 for execution of Civil works on production of definite proof from the appropriate authority, as a compliance to Techno Commercial Bid.

2. The bidders may submit bids for the following work .

Sl No	Name of the work	Estimated value of work	EMD (Rs.)	Cost of document including (Rs.)	Period of completion	Class of contractor
1	2	3	4	5	6	7
1	Repairing of the damaged roof cornice & window chhaja	Rs.75,735/-	1500/-	500/- + VAT as applicable	15 days	D & above

**TERMS & CONDITIONS:**

1. Bid documents consisting of detailed tender Call Notice, the schedule of quantities/B.O.Q. and the set of terms & conditions of contract and other necessary documents can be collected from office of Addl.General Manager, MMTC Limited, Barbil from **08.03.2017 to 14.03.2017( up to 12 PM)**.

2. The schedule of quantities/B.O.Q to be collected from the Office of Addl.General Manager, SRO, Barbil. Duly completed tender documents in Two Bids basis to be submitted manually along with non-refundable fee as indicated in the column 4 towards cost of each bid documents in the shape of demand draft issued from any Scheduled/Nationalized Bank except the Co- Operative Bank by **14.03.2017 (up to 12.30 P.M.)**. The company will not be responsible if any portion of the bid document is modified and in all cases the conditions stipulated in the original documents kept in the office of MMTC Limited, SRO,Barbil.

3. The Earnest Money deposited as indicated in column No.3 in the shape of demand draft/bankers cheque from any scheduled /nationalized bank drawn in favour of MMTC Limited payable at Barbil must also be accompanied with the bid document.

4.The Companies or individual registered with State Government and contractors of equivalent grade/class registered with Central Government for Civil works having both legal competency and expertise in Civil works need put tenders for this work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil work invariably should accompany their tender papers in the Techno Commercial Bid. The Technical Bid shall also contain self certified copies of valid documents viz. Contractor License, PAN card, VAT Registration & clearance certificate and Service Tax Registration.

5. Last date of submission of Bid is **14/03/2017, 1.00 PM**.

6. The Bids will be opened on **14.03.2017 at 3.30 P.M.** in the O/o the Addl. General Manager in the presence of the bidders who wish to attend. If the office happens to be closed on the date of opening due to any ground, the bids will be opened on the next working day at the same time and venue.

4. Other details can be seen in the bidding documents.

5. MMTC reserves the right to reject any or all the tenders so received without assigning any reason thereof. It also reserves the right to award the work to one or more bidders depending upon the nature and exigency of work.

Sd/-  
Addl.General Manager  
Sub-Regional Office, Barbil

## DETAILED TENDER CALL NOTICE

1. Sealed Percentage rate bids are invited from 'D' Class & above ( **As per Tender Notice**) contractors registered with the State Government / Central Government having registration for Civil works for execution of Civil work on production of definite proof from the appropriate authority not below in the rank of Executive Engineer in prescribed form to be eventually drawn in for the work - Repairing of Damaged Cornice and Window Chhaja works at MMTC Housing Complex, Joda.

This tender is on turnkey basis and only tenderer(s) with sound financial background capable of investing need apply. **MMTC shall neither give any advance nor supply any material /machinery/Labour/ POL for the work.**

### 2. Fraud Prevention Policy

**(i) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 <http://mmtclimited.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) 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.

b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose 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.

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

e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**(ii) Disqualification from tender process and exclusion from future contracts:** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

**(iii) Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

**(iv) Holiday- Listing Clause:**

(a) "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 Page 6 of 20 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."

(b) Integrity Pact shall form part of tender as well as agreement and it shall be executed and annexed to the agreement.

(c) Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

(d) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

**3.** The non-refundable fee of Rs.500/- (+ Applicable VAT) (As per Tender above) only towards cost of bid documents of the project in form of demand draft issued from any Schedule Commercial Bank (other than co-operative Banks) in favour of MMTC Limited payable at Barbil (to be deposited in original before opening of Technical bid.) or through RTGS/NEFT to be credited in the account of MMTC Limited Barbil before opening of Technical bid.

**4.** The company will not be responsible if any portion of the bid document is modified and in all cases the conditions as stipulated in the original document kept in the Office of the MMTC Limited, Barbil shall prevail.

5. No bid document(s) can be dispatched/received by Post/ mail.

6. Bids such as, **Techno Commercial Bid** and **Price Bid** in sealed covers shall be received **through dropping in Tender Box**. Any tender given by hand to anybody in the office will not be accepted and shall not be considered.

7. The bid will be opened on the date mentioned in the NIT. Price Bids of those bidders, whose technical bids are found complete, will be opened subsequently.

8. The companies or individuals registered with State Government and contractors of equivalent Grade/ class registered with Central Government having registration for Civil works having both legal competency and expertise in Civil, Engineering works need put tender for this work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, work invariably should accompany their tender paper in **the Techno Commercial Bid. The Technical bid shall also contain self certified copies of valid documents, viz. Contractor's License, PAN Card, VAT Registration, VAT Clearance Certificate and Service Tax Registration Certificate.**

9. (i) The contract will be drawn in Standard Format of MMTC Limited.

(ii) All the items of works as per Schedule of quantities, of the Agreement shall be supervised, measured and check measured by the consulting Architects & Engineers of MMTC Limited

10. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

11. The work is to be completed in all respects within **15 (Thirty) days** from the date of issue of work order.

12. The Tender will remain valid for a period of **15 (Fifteen) days** from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderer(s) and MMTC Limited.

13. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaints at a future date that the tenderer(s) have not seen plans and specifications cannot be entertained.

14. The Technical Bid must be accompanied by E.M.D. of Rs.1500/- along with tender in the form of Demand Draft/Bankers Cheque issued by any Schedule Commercial Bank (other than co-operative Banks) in favour of **MMTC Limited payable at Barbil** or through RTGS/NEFT credited latest by **14/03/2017(12.30PM)** in the accounts of MMTC Barbil (**State Bank Of India, Barbil Branch A/c No:-11192675029 & IFSC Code:-SBIN0002011**) and reflected in the on line statement as per the terms and conditions laid down in the tender. Technical bids not

accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work to another will be entertained.

**15.** The technical bid must be accompanied with the Self attested true copies of the **(i) Valid Registration certificate (i.e. Contractor's License of the applicable Class) (ii) Valid VAT Registration certificates (iii) PAN card and (iv) Service Tax Registration Certificate, which are mandatory without which the bidder shall be technically disqualified** and the original certificates are to be produced for verification as & when required by the tender opening committee, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

**16.** The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

**17.** The MMTC reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever. MMTC also reserves the right to award works to one or more eligible bidders if required.

**18.** The earnest money will be retained in the case of successful tenderer(s) and will be dealt with as per terms and condition of MMTC Code. The earnest money will be refunded to the unsuccessful tenderer(s) on application. The retention of E.M.D. with MMTC will carry no interest.

**19.** Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security of the amount @ 8% of the estimated cost put to the tender rounded to nearest hundred rupees in form of Demand Draft issued from Nationalised Bank in favour of MMTC Limited payable at Barbil and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the MMTC's standard format for the fulfillment of the contract in the office of the MMTC Limited, SRO Barbil as directed. The Performance Security Deposit amount withheld according to the provision of standard agreement shall be retained as security for the due fulfillment of this contract for the Defect Liability Period of 6 (six) months. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Six months of completion of the work and payment of the final bill and will not carry any interest. The E.M.D. will be forfeited in case, where tenderer(s) back out from the offer before acceptance of tender by the competent authority.

**20.** The contractor should be liable to fully indemnify the company for payment of compensation under workmen compensation Act VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

**21.** Tenderer(s) will be liable to comply with the fair wages clause as introduced by Govt. of Orissa/Statutory Body.



**22.** The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

**23.** It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

**24.** No part of the contract shall be sublet without written permission to the MMTC Limited, Barbil.

**25.** Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in office Notice board of MMTC SRO, Barbil during office hours every day except on Saturday, Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But, it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

**26. Payment for variation in price –**

(a) If during the progress of the work the price of any material incorporated in the work increases or decreases as result of increase or decreases, there will be **No escalation** of any amount in the tender.

(b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work, then there will be **No escalation** of the tendered amount.

c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then there will be **No escalation** of any tendered amount.

**27.** No advance is granted by MMTC Limited.

**28.** The tenderer(s) shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the company. MMTC is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer(s) stops the work, he shall have to pay the full penalty as per clause of MMTC's contract.

**29.** The contractor(s) should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

- 30.** The contractor shall properly take care of the safety of workers.
- 31.** The rates must include all costs, taxes, octroi, statutory duties/levies etc.
- 32.** The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any material during the execution of work.
- 33.** The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
- 34.** Prevailing rate of VAT/other applicable taxes & duties will be deducted from the gross amount of the contractor's bill.
- 35.** It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
- 36.** No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
- 37.** If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work, the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
- 38.** That for the purpose of jurisdiction, in the event of disputes if any of the contract(s) would be deemed to have been entered in and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at Barbil only.
- 39.** In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, MMTC Limited, SRO Barbil will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ/engage child labour. The decision of the Addl. General Manager, SRO Barbil is final and binding on the contractor.
- 40.** The labour should arrange the materials of approved quantity and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
- 41.** Even qualified criteria are met, the bidder(s) can be disqualified for the following reasons, if enquired by the Department.
  - (a) Making a false statement or declaration.
  - (b) Past record of poor performance.

© Past record of abandoning the work half way/recession of contract.

(d) Past record of in-ordinate delay in completion or the work.

(e) Past history of litigation.

**42.** In case the 1st lowest tenderer or even the next lowest tenderer withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderer(s) shall also be taken apart from disincentivising the tenderer(s).

**43. ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

**a.** Required **E.M.D** as per the **Clause 14**.

**b.** The **Demand Draft towards cost of Tender Paper**.

**c.** Required documents as per the clause no 15 along with the techno commercial Bid and the Price Bid separately in closed/sealed envelopes.

**44.** The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 7th day or such time period as mentioned in letter of Award after the date on which the AGM, MMTC Barbil issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, MMTC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

**45.** For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers.

**46. Arbitration:** All disputes or difference in connection with this tender or the execution thereof shall be settled by mutual negotiation. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this tender or validity or the breach thereof shall be settled by Arbitration in accordance with the Rules of Arbitration of the India Council of Arbitration and Award made in pursuance thereof shall be binding on the parties. Venue of the arbitration shall be Bhubaneswar.

**47. Force Majeure :** If at any time during the existence of the contract either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, act of

Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone or any other unforeseen circumstances beyond the reasonable control of the parties concerned, then the date of fulfillment of any obligations shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds on month, the affected 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 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the contractor for not performing their obligations under the contract.

If any unforeseen circumstances like earth quake, cyclone, flood, labour unrest, non-availability of tools/building material, disruption of road transport beyond contractors control non-performance of the work as per the contract, MMTC shall not be liable in any manner whatsoever.

Addl.General Manager  
Sub-Regional Office, Barbil