

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

CHAPTER – I

DETAILED TENDER NOTICE AND GUIDELINES FOR SUBMISSION OF TENDERS

Percentage Rate (B-1) Tenders in sealed covers are invited by the Executive Engineer, M.M.R.D.A., 5th floor, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051., for the work of “**Sweeping & cleaning of Skywalks at Grant Road, Thane, Ambernath, Bandra (East) & (West) - Year 2013 – 14.**”

1.1 Location of the work :

This work is to be carried out at Grant Road, Thane, Ambernath, Bandra (East) & (West).

1.2 Application for tender documents :

Completed blank tender documents can be obtained from the office of the Executive Engineer, 5th floor, Engineering Division, M.M.R.D.A., Bandra Kurla Complex, Bandra (E), Mumbai – 400 051., on any working day from **08/07/2012** to **22/07/2013** (both days inclusive) from 11.00 Hrs. to 15.00 Hrs. at the cost of **Rs.3,000/- (Rupees Three Thousand Only) (Non – Refundable)** per copy. No tender will be issued or received by post.

1.3 Time period for the work :

The time period for the work shall be 12 (Twelve) months (including monsoon period) from the date of order to commence.

1.4 Date & Place of Submission and date of opening :

The tenders complete in all respects must reach the office of the Executive Engineer, Engineering Division, M.M.R.D.A., 5th floor, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051., before 13.00 hours on **26/07/2013**. They will be opened by the Executive Engineer or his authorized representative after 15.00 hrs. on the same day, if possible.

1.5 Earnest Money and Security Deposit :

Earnest money for this work will be Rs.23,750/- and Security Deposit will be Rs.1,18,750/-.

1.6 Details of Security Deposit :

The successful tenderer shall have to pay a sum of Rs.1,18,750/- (Rupees One Lakh Eighteen Thousand Seven Hundred Fifty Only) towards Security Deposit. Initial Security Deposit of Rs.59,375/- (Rupees Fifty Nine Thousand Three Hundred Seventy Five Only) shall be payable by Demand Draft or in the form of Bank Guarantees of any Nationalized Bank situated in Mumbai acceptable to MMRDA. The balance Security Deposit of Rs.59,375/- (Rupees Fifty Nine Thousand Three Hundred Seventy Five Only) shall be recovered by deducting from Running Account Bills at the discretion of the Engineering-in-charge (at 5% of each Running Account Bill) till the full Security Deposit is recovered so that, the total security deposit equivalent to Rs.1,18,750/- (Rupees One Lakh Eighteen Thousand Seven Hundred Fifty Only) is made up and held by MMRDA.

1.6.1 Stamp duty payable on Security Deposit as per Stamp Act. Of 1978 shall be responsibility of contractor. A challan in proof of having paid the same shall be submitted within 1 month from the date of agreement, failing which the same at rates in force for time being shall be deducted from the bills. No refund on this account will be made.

1.6.2 **Additional Security Deposit:**

Additional Security to be paid by the selected contractor towards unbalanced tender shall be calculated as follows:

No additional performance security towards unbalanced tenders will be due for the tender, if the quoted percentage is up to and inclusive of 10 % below the cost put to tender.

If the tendered offer is anything more than 10% below compared to the cost put to tender the unbalanced cost for performance security will be worked out by taking 100% difference between the 90% of cost put to tender and that of offer of the tenderer. The payment of additional security towards unbalanced tenders shall be in the form of Demand Draft of any nationalized bank or banks promoted by All India financial institutes issued by a branch in Mumbai in format acceptable to MMRDA in favour of "MMRD Fund". The additional security deposit shall be released along with the final Bill on satisfactory completion of work without any interest whatsoever. Additional Security Deposit will have to be paid after issuance of Letter of award.

1.7 **Details of Earnest Money :**

The earnest money shall have to be paid by Pay Order, Demand Draft payable to "Mumbai Metropolitan Region Development Fund" drawn on any Nationalized Bank or Scheduled Bank in Mumbai. Tenders with no earnest money deposit shall be summarily rejected. The earnest money of unsuccessful tenderers will be refunded on application after intimation regarding rejection sent to him or on expiry of validity whichever is earlier. In case of successful tenderer, amount of the earnest money will be transferred towards part of the security deposit to be paid after the award of the work.

1.8 **Validity of Tender :**

One Hundred Twenty (120) Days from the date of opening the tenders. During the period no tenderer shall be allowed to withdraw his tender.

1.9 All pages of tender documents accompanying tender shall be initiated at the lower left hand corner and signed wherever required in the tender papers by the tender papers by the tenderer or his authorised representative. All corrections, interpolations or erasing in the tender shall be attested by the tenderer or his authorised representative. No pages of the tender shall be removed or replaced. Decision of Engineer-in-charge regarding discrepancy and / or interpretation of this tender shall be final & binding.

1.10 **Revision of Amendment in Tender Document :**

The Competent Authority, may omit or suspend or curtail the quantity of time of work, revise or amend the tender document. Such revisions or amendments or extension, if any, shall be communicated to all concerned by Hand delivery / by Registered Post / telephonically which will be issued at least 7 days reckoned from date of issue of such letters, before the due date of receipt of tender.

1.11 **Tender Rates :**

The contractor shall quote percentage above / below the estimated rates both in words and figures in B-1 form at **Page No.35** only. No alterations in the form of tender, in the schedule of quantities or additions etc. shall be permitted. The contractor shall particularly note the units on which the rates are based. In case of difference between the percentage above / below written in figures and in words, the percentage above / below written in words shall be taken as correct. No. changes in unit shall be allowed. The rates quoted in schedule 'B' are for finished and completed items and not extra amount for carting or transporting material, labour etc. shall be paid unless specially so mentioned or provided for in tender. The rates are inclusive of all leads and lifts for all materials in the completed items and also include all taxes, rates, duties, royalties etc. Including Works Contract Tax. No. payment on this account will be made. The Works Contract Tax shall be deducted at source at the rate that will be in force from time to time.

1.12 Summary rejection of tender:

The tenders not accompanied with Earnest Money shall be summarily rejected. Similarly, if the tenderer-proposes any alternation in or additions to the prescribed form of tender or reserves the right to decline to carry out any work in the tender document; of any conditions mentioned etc., his tender is liable to be rejected.

1.13 The successful tenderer will have to sign an agreement as per MMRDA's rules. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the tenderer.

1.14 The tenderer is requested to visit the site of the work and see for himself the site conditions regarding layout and all other matters, affecting the work before filling in the percentage above/below the estimated rates. Submission of a tender by a tenderer implies that they had read these instructions and has made himself aware of the scope of the work, conditions of contract and the MMRDA will not, therefore, any extra charges on any account, in case he finds on to have misjudged the site conditions or specifications.

1.15 The tender should be submitted in separate sealed covers as under:

Cover – A One sealed cover should contain the forwarding letter and following documents only.

- i) Earnest money in the form of Demand Draft of Nationalized Bank payable in Mumbai purchased in the name of "MMRD Fund".
- ii) Certificate of registration as approved contractors in appropriate category or class, and the list of works executed by the agency in the recent past.
- iii) Solvency certificate from the Collector of the District within which the contractor resides or a banker's certificate of the contractor's financial stability (75% of amount put to tender).
- iv) Forwarding letter clearly indicating documents attached there.

- v) Details of works of similar type and required magnitude carried out by the tender (Form – I)
- vi) Details of other works in hand and tendered for on the date of submission of the tender (Form – II). The certificate from the heads of the offices under whom the work are in progress should be enclosed.
- vii) The tenderer shall give an undertaking in writing that if awarded this work, he shall produce to the full satisfaction of the Engineer-in-Charge before starting of work, the certificate of having registered with the Assistant Commissioner of Labour as required under contract labour (Regulation and abolition) rules 1970 and contractor will have to pay labour cess as per rules and regulations.
- viii) The contractor has to submit the valid Work Contract Tax No. Certificate, Sales Tax Registration No. Certificate.

Cover – B The other sealed cover should contain the tender set at itself along with copy of forwarding letter.

1.16 If the authority on opening the first sealed cover (A) is satisfied with all the above conditions, then only the other sealed cover (B) will be opened. Otherwise, the sealed cover (B) containing the tender set will not be opened at all, but will be recorded treating it as invalid. Decision of Chief Engineer, MMRDA in this regard will remain final & binding.

- 1.17 Conditional tender shall not be accepted.
- 1.18 The right to reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority of MMRDA.
- 1.19 The Chief Engineer, MMRDA shall be the Competent Authority for accepting the tender.
- 1.20 The tenderer will have to enter into regular agreement in form B-1 on the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein and pay the initial security deposit as shown in the schedule, failing which the MMRDA shall be entitled to forfeit the full amount of earnest money deposited by the tenderer.
- 1.21 (1) The successful tenderer shall have to work in co-ordination and co-operation with Supervision Consultancy / MMRDA and any other contracting agencies appointed by the MMRDA to work simultaneously in the same or adjoining area. The decision of the MMRDA in case of any dispute between the different agencies appointed by the MMRDA shall be final and binding.
- (2) Income tax, Works Contract Tax, VAT, Service tax, Labour cess and any other central, state, local tax ordered by the competent authority at the rates in force during the progress of contract or the percentage that will be in force from time to time shall be recovered / deducted from the gross amount of the bill whether for major work or advance payment or secured advance.

(3) The Contractor shall have to make his own arrangement at no extra cost to the MMRDA for water supply, sanitation and electric supply etc. at the site of work. If temporary / permanent water connection is taken for construction purpose through MCGM's water line, then water charges to be paid to MCGM is to be borne by the Contractor.

Contractor has to submit no dues certificates from MCGM in this regard before preparation of final bill failing which such charges will be paid by MMRDA and shall be recovered from amount due to the contractor with MMRDA.

(4) The land required for construction of yard, site office etc. may be provided to contractor as per prevailing practice of charging rents etc. if available with MMRDA. In such cases temporary use of such land made available by MMRDA will be permitted only after contractor completing formalities of signing of agreement, payment of deposits and rent shall be as per the rates of Lands Division (MMRDA).

However responsibility of obtaining all required permissions from statutory and other authorities like NOC of pollution control board, etc. shall fully be the responsibility of the contractor, MMRDA may also extend all reasonable assistance for enabling the successful bidder to get required land for temporary use from the respective authorities. As regards rental for temporary use, the rules and practice of land owning department shall have to be followed.

(5) The contractor will keep the site office clean and hygienic throughout till work is completed in all respects.

(6) The detailed tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document.

- 1.22 (1) The Contractor shall furnish all tools plants, instruments, supervisory staff, labour, materials, any temporary works, consumable and everything necessary whether or not such items are specifically stated herein, for completion of the job in accordance with the specification requirements.
- (2) The Contractor shall carry out the necessary surveys of the site required for above work before starting the work.
- 1.23 The contractor shall familiarize himself with the site where he is expected to execute the work and quote his percentage above/below the estimated rates considering all the hurdles likely to face during execution.
- 1.24 Contractors shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work from the "Directorate of Insurance, Maharashtra State, Mumbai-400 051" only. It's postal address for correspondence is "264, MHADA, Opp. Kalanagar, Bandra (E), Mumbai – 400 051. (Tel No. 643 8403 / 643 8690, (Fax) 643 8461). Insurance Policy / Policies taken out from any other insurance Company will not be accepted.
- 1.25 No Joint Ventures shall be allowed.
- 1.26 No escalation will be paid for this work.
- 1.27 No Arbitration is allowed.

CONTRACTOR

EXECUTIVE ENGINEER