

## **DETAILED TENDER NOTICE AND GUIDELINES FOR SUBMISSION OF TENDERS**

Sealed tenders in B1 form are invited by the Chief Engineer, M.M.R.D.A., 5<sup>th</sup> floor, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, for the work “**Regular Maintenance of Seven flyovers constructed by MMRDA under MUIP**”.

### **1.1 Location & Scope of work:**

This work is to be carried out on:–

- A) Western Express Highway.
  - i) Flyover at Santacruz Airport Junction.
  - ii) Flyover at Dindoshi Junction (West side Bridge only)
  - iii) Flyover at Times of India Junction.
  - iv) Flyover at Thakur Complex Junction.
- B) Eastern Express Highway
  - i) Flyover at Suman Nagar Junction.
- C) Flyover at Barfiwala Junction on S.V. Road at Andheri (W).
- D) Dahisar ROB on Main Link Road.

### **1.2 Application for tender documents :**

Blank tender documents can be obtained from the office of the Executive Engineer, M.M.R.D.A., 5<sup>th</sup> floor., Bandra Kurla Complex, Bandra (E), Mumbai – 400 051, on any working day 13/05/2013 to 05/06/2013 between 10.00 hrs to 15.00 hrs on the working days, on payment of Rs. 10,000/- (non-refundable) in the form of Demand Draft drawn in favour of “MMRD FUND” payable at Mumbai. No tender will be issued or received by post.

**1.2.1 Pre-bid Meeting:** The pre-bid meeting will be held on 24/05/2013 at 11.30 hrs. at 11.30 hrs. in the office of the Chief Engineer, 5th floor, MMRDA office Building.

#### **1.2.2 Eligibility Criteria:-.**

The bidder should have successfully completed at least one similar work of maintenance or construction of flyover costing more than Rs. 2.00 Cr. in the last 5 years.

The bidder should have his own/ hire Hot Mix Plant, Electronic Sensor Paver, Milling Machine, Vibratory roller, Mastic asphalt equipments etc. for the above work.

Joint Ventures are not allowed.

### **1.3 Time limit for completion of work :**

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

### **1.4 Date & Place of Submission and Opening:**

The completed tenders in all respects must reach the office of the Superintending Engineer, M.M.R.D.A., 5th floor, Bandra - Kurla Complex, Bandra (E), Mumbai – 400 051 up to 13.00 hours on 10/06/2013. Sealed tenders will be opened by the Superintending 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.4,59,000/- & Security Deposit will be Rs.23,00,000/-.

### 1.6.1 Details of Earnest Money & Security Deposit :

The earnest money shall have to be paid by Pay Order, Demand Draft payable to “MMRD Fund” drawn on any Nationalized Bank or Scheduled Banks or Banks promoted by All India Financial Institutes issued by a branch in Mumbai in format acceptable to MMRDA. Tenders with no earnest money deposit shall be summarily rejected. The earnest money of unsuccessful tenderer 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

The successful tenderer shall have to pay **Rs.23,00,000/-** towards Security Deposit. 50% of the Security Deposit shall be paid in form of Pay Order/Demand Draft upon acceptance of the tender and balance 50% will be recovered from Running Account Bills at 5% of each till the full Security Deposit is recovered.

### 1.6.2 Additional Security Deposit:

Additional Security Deposit 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 quoted percentage is up to & 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 tenderer shall have to pay additional security deposit in the form of Demand Draft valid for 6 (Six) months from the date of submission of tender depending upon the amount calculated as per formula given below.

**Formula : - Additional Security Deposit =  $\frac{2 \times A \times \text{Estimated cost put to tender}}{100}$**

Where A = Percentage below quoted on estimated cost put to tender by the tenderer below 10%

Example :- i) If the tenderer desires to quote 25% below, then the Addl. Security Deposit on estimated cost put to tender of Rs.4,58,61,785/- shall be worked out as under :-

$$\begin{aligned} &= \frac{2 \times 25 - 10}{100} \times 4,58,61,785/- \\ &= \text{Rs.1,37,58,536/-} \end{aligned}$$

- ii) The Demand Draft of required amount as per above formula must be submitted by the tenderer only in the name of the same company under which he is quoting for the tender.
- iii) The Demand Draft required to be submitted along with the regular security deposite stated clause no. 1.5 & 1.6. **If the Demand Draft of requisite additional security deposit amount is not submitted, the tender will be treated as “Non – responsive” & rejected.**

- iv) If in future it is found that first lowest is non – responsive then reference will be made to second lowest to deposit Addl. Security Deposit in the form of Demand Draft in specified time period & second lowest tenderer shall submit Addl. Security Deposit in the form of Demand Draft within specified time period, Addl. Security Deposit of successful tenderer shall be refunded only after successful completion of works in all respects or on completion of contract period or on finalization of final bill, whichever is later.

The tenderer shall have to submit Additional Security Deposit in the form of Demand Draft only drawn on Nationalized / Scheduled Banks or Banks Promoted by All Indian Financial Institute issued and payable at Mumbai.

The Additional Security deposit shall be released along with the final bill on satisfactorily completion of work.

#### **1.7 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.

- 1.8** All pages of tender documents accompanying tender shall be initialed at the lower left hand corner and signed wherever required in the tender papers by the tenderer or his authorized representative. All corrections, interpolations or erasing in the tender shall be attested by the tenderer or his authorized representative. The pages of tender shall be numbered at top right hand corner & No pages of the tender shall be removed or replaced.

#### **1.9 Revision of Amendment in Tender Document:**

The Competent Authority, may omit or suspend certain items 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.

#### **1.10 Tender Rates:**

The contractor shall quote percentage above / below the estimated rates both in words and figures in B1 form at **Page No. 41** 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 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 no extra amount for carting or transporting material, labour etc. shall be paid unless specially so mentioned or provided for in the tender. The rate shall be 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 extra payment on this account will be made. The Works Contract Tax and labour cess shall be deducted at source at the rate that will be in force from time to time or at the rate of as intimated by the competent Income Tax Authority shall be deducted from bill amount irrespective of whether it is measured bill, advance payment or secured advance.

### **1.11 Summarily rejection of tender:**

The tenders not accompanied with Earnest Money Deposit 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.

**1.12** 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.

**1.13** 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 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, Pay / Reimburse any extra charges on any account, in case he finds later on to have misjudged the site conditions or specifications.

### **1.14 The tender should be submitted in separate sealed covers as under:**

A) Envelope No. 1 (Technical Proposal) shall contain the following documents.

i) Forwarding letter clearly indicating documents attached therein.

ii) Earnest money in the form of Demand Draft of Nationalized Bank or Scheduled Bank or Banks promoted by All India Financial Institute in Mumbai purchased in the name of "MMRD Fund".

iii) Certificate of registration as approved contractors in appropriate category of class and the list of works executed by the agency in the recent past.

iv) Solvency certificate from the collector of the District within the contractor resides or banker's certificate of the contractor's financial stability (20% of amount put to tender)

v) An up-date and valid Income tax Certificate in original or true copy thereof duly attested by a Gazzeted Officer.

vi) The contractor has to submit attested copies of the valid Work Contract Tax No. Certificate, Sales Tax Registration No. Certificate.

vii) Details of works of similar type and magnitude carried out by the tenderer (In Form – I).

viii) Details of other works in hand & tendered for on the date of submission of the tender (In Form –II).

ix) Details of machinery to be deployed for this work if awarded. (Form – III).

ix) Detail of technical personnel with the tenderer and also the details who will be posted exclusively for this work if awarded (In Form – IV).

x) Work completion certificate of similar nature of work issued by the officer not below the rank of Executive Engineer.

xi) 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.

xii) To qualify for the award of the contract, Bidder should have **(i)** successfully completed the Annual Maintenance work of flyovers in MMR region having cost of Rs.2.00 Crore or more (as a single work only) in any one the year preceding last three year. If such certificate will not produce at the time of purchasing of the tender, blank tender form will not be issued.

B) Envelope No. 2 (Financial Proposal) should contain the tender set at itself along with copy of forwarding letter.

The financial offer shall not be quoted anywhere directly or indirectly in Envelope No. 1 and 2 except at appropriate place in the tender document, otherwise tender will stand rejected.

**1.15** If the authority on opening the first Envelop No.1 is satisfied with all the above conditions, then only the second Envelop No.2 will be opened. Otherwise, the sealed Envelop No.2 containing the main tender set will not opened at all, but will be sent for record treating it as invalid .Decision of competent authority in this regard is final.

**1.16** Conditional tender shall not be accepted.

**1.17** The right to reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority.

**1.18** The Chief Engineer, MMRDA shall be the Competent Authority for accepting the tender.

**1.19** The tenderer will have to enter into regular agreement in B1 - Form 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.

**1.20** (1) The successful tenderer shall have to work in co-ordination and co-operation with 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, Labour cess, Service Tax 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 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 contractor will keep the site office clean and hygienic throughout till work is completed in all respects.

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

(6) The land required for 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 etc. However responsibility of obtaining all required permission from statutory and other authorities like NOC of pollution of control board etc shall be the responsibility of the contractor.

**1.21** (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.

**1.22** 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.

**1.23** 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. However, if the contractors desire to effect insurance with the local office of any insurance company, the same should be under the co-insurance - cum- servicing arrangements (with G.I.F.’s share at 60% and insurance Company’s share at 40%) with the letter of approval by the Directorate of Insurance. If the policy taken out by the contractors is not on co-insurance basis the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the contractors for the executed contract work.

**1.24** Joint Ventures shall not be allowed.