

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

CHAPTER - I

**DETAILED TENDER NOTICE AND GUIDELINES FOR
SUBMISSION OF TENDERER**

Percentage Rate (B-1) Tenders in sealed covers are invited by the Chief Engineer, 5th floor, Engineering Division, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051., for the following work.

| Sr. No. | Description | Requirements |
|----------------|--|---|
| 1. | Name of Work | Repair and upgradation of 100 flats in R & R colonies at various locations i.e. Natwar Parekh Borla, Bhandup-Nahur & Others. |
| 2. | Estimated Cost of Work | Rs.1,61,42,937/- |
| 3. | Time for completing the work | 2 (Two) months from the date of work order to commence the work (including monsoon period). |
| 4. | Earnest money deposit | Rs.1,61,42,937/- (Rupees One Lakh Sixty One Thousand Four Hundred Twenty Nine Only) in the form of crossed Demand Draft/Pay Order of any Nationalized / Scheduled Bank drawn in favour of 'MMRD Fund' payable at Mumbai. |
| 5. | Cost of Blank tender document (Non-Refundable) | Rs.5,000/- (Rupees Five Thousand Only) in the form of crossed Demand Draft drawn in favour of 'MMRD Fund' payable in any Scheduled Bank situated in Mumbai. |
| 6. | Sale of Tender document | From 17/09/2013 to 14/10/2013 (11.00 Hrs. to 16.00 Hrs. on working days) from Executive Engineer, 8 th floor, Engineering Division, MMRDA, Bandra – Kurla Complex, Bandra (E), Mumbai – 400 051. |
| 7. | Pre-bid meeting | A pre-bid meeting will be held on 03/10/2013 @ 3.00 p.m. in the chamber of Chief Engineer, 5 th floor, Engineering Division, MMRDA Office Building. |
| 8. | Last date of submission of tender. | Up to 13.00 Hrs. on 22/10/2013 in tender box kept with Chief Engineer, Engineering Division, on 5 th floor, MMRDA, Bandra – Kurla Complex, Bandra (E), Mumbai – 400 051. |
| 9. | Date of opening of Bid (if possible) | At 15.00 Hrs. on 22/10/2013 in the chamber of Chief Engineer, MMRDA, 5 th floor, Block – I, MMRDA office Building, Bandra – Kurla Complex, Bandra (E), Mumbai – 400 051. |
| 10. | Date of Validity of Tender | 120 days from the date of opening of bids. |

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1.1 **Location of the work :**

This work is to be carried out in R & R colonies at various locations i.e. Natwar Parekh Borla, Ghatkopar-Mankhurd Link Road, Govandi, Bhandup-Nahur & Others, Mumbai.

1.2 **Application for tender documents :**

Completed blank tender documents can be obtained from the office of the Executive Engineer, Engineering Division, 5th floor, M.M.R.D.A. Building, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, on any working day from **17/09/2013** to **14/10/2013** (both days inclusive) from 11:00 hrs. to 15:00 hrs. at the cost **Rs.5,000/- (Rupees Five Thousand Only)** per copy, non-refundable, in the form of **Demand Draft or Pay Order in favour of 'MMRD Fund'** from Nationalised Bank or Scheduled Banks or Banks promoted by All India Financial Institutes issued by a branch in Mumbai, payable at Mumbai. No tender will be issued or received by post.

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

The work shall be completed in 02 (Two) months (including monsoon) period from the date of work order to proceed with the work.

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

The sealed tenders complete in all respects must reach the office of the Chief Engineer, Engineering Division, 5th floor, M.M.R.D.A. Building, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051 upto 13:00 hours on **22/10/2013**. The Bid will be opened by the Chief Engineer, Engineering Division or his authorised representative after 15:00 hours on the same day, if possible.

1.5 **Earnest Money and Security Deposit :**

Earnest Money for this work will be Rs.1,61,429/- and Security Deposit will be Rs.6,45,720/-.

1.6 **Details of Security Deposit :**

The successful tenderer shall have to pay a sum of Rs.6,45,720/- (Rupees Six Lakhs Forty Five Thousand Seven Hundred Twenty Only) towards Security Deposit. Initial Security Deposit of Rs.3,22,860/- (Rupees Three Lakhs Twenty Two Thousand Eight Hundred Sixty 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.3,22,860/- (Rupees Three Lakhs Twenty Two Thousand Eight Hundred Sixty only) shall be recovered by deducting from Running Account Bills at the discretion of the Engineer-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.6,45,720/- (Rupees Six Lakhs Forty Five Thousand Seven Hundred Twenty Only) is made up and held by MMRDA. The amount of Security Deposit recovered from Bills will be permitted to convert in to the Bank Guarantee, if the contractor so desires, by application in writing.

1.6.1 The contractor shall be responsible to pay Stamp Duty as payable under Bombay Stamp Duty Act, 1978 for Deposit paid in form of Demand Draft / Bank Guarantee etc. and shall furnish a copy of challan having paid the same to Government. Failure to furnish within 3 months from the date of Work Order, the same will be covered at the rates in prevalence as per Stamp Duty Act from the bills and resubmitted to Government.

1.6.2 **Additional Security Deposit :**

Additional Security to be paid by the successful 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 tenderer shall have to pay additional security deposit in the form of Demand Draft depending upon the amount calculated as per formula given below.

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Formula : - **Additional Security Deposit** =
$$\frac{3 \times A \times \text{Estimated cost put to tender}}{100}$$

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 say Rs.3,50,00,000/- shall be worked out as under :-

$$= \frac{3 \times 25 - 10}{100} \times 3,50,00,000/-$$

$$= \text{Rs.1,57,50,000/-}$$

- 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 is required to be submitted along with the tender document shall be submitted in sealed envelope No.2. **If the Demand Draft of requisite amount is not submitted, the tender will be treated as “Non – responsive” & rejected.**
- iv) At the time of opening of tenders, Demand Draft of Addl. Security Deposit of the lowest bidder will be deposited with MMRDA and Demand Draft of Addl. Security Deposit of rest of bidders will be returned immediately on receipt of their request & 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 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 payable at Mumbai.

The additional security deposit shall be released along with the final Bill on satisfactory completion of work.

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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 Nationalised Bank or Scheduled Banks or Banks promoted by All India Financial Institutes issued by a branch in Mumbai, payable at 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 period, whichever is earlier.

1.8 **Validity of Tender :**

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

1.9 All pages of tender documents accompanying tender shall be initialled at the lower left hand corner and signed wherever required in 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.

1.10 **Revision or 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.

1.11 **Tender Rates :**

The contractor shall quote percentage above / below the estimated cost / rates both in words and figures in B-1 form at **Page No.: 50** 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

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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 no 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 Deposit** shall be summarily rejected. Similarly, if the tenderer proposes any alteration in or additions to the prescribed form of tender or reserves the right to decline to carry out any work in the tender document, or 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 cost / rates. Submission of a tender by a tenderer implies that they had read these instructions and has made himself aware of the site conditions, scope of the work, conditions of contract and the MMRDA will not, therefore, pay any extra charges on any account, in case he finds later on to have misjudged the site conditions or specifications.

1.15 **Manner of submission of Tender and its accompaniments :**

Tender should be submitted in two separate envelopes. Each envelope should be superscribed on the top as envelope 1 or 2, as the case may be & name of work, date & signature of the Contractor and **both envelopes 1 & 2 should be kept in one common envelope**. The tenderer while submitting the tender shall submit the documents in two sealed envelopes as below :

Envelope No.1 :

The first envelope clearly marked as Envelope No.1 shall contain the following documents :-

- i) Forwarding letter clearly indicating documents attached therein.
- ii) Earnest money in accordance with Clause 1.7, page 8 of tender document.
- iii) Attested copy of valid Certificate of registration as approved contractors in appropriate category or class of Govt. of Maharashtra or Central Govt. or any undertaking of both.
- iv) List of works executed by the agency during recent past 3 financial years. (Form – I) and works in Hand (Form – II).
- v) Attested copy of Work completion certificates of similar nature i.e. building construction/repairs (Govt. or Semi – Govt.) issued by the officer in Government not below the rank of Executive Engineer, during last 3 financial years amounting to as shown in post qualification criteria.
- vi) Attested copy of annual turnover certificates for the last 3 (Three) financial years.
- vii) The contractor has to submit attested copies of the valid Income Tax Certificate, Work Contract Tax Certificate/No., Sales Tax Registration Certificate/No., VAT Certificate/No.
- viii) 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.

Envelope No.2 : The Second envelope clearly marked as “Envelope -2” shall contain the main tender set itself along with copy of forwarding letter and Demand Draft of requisite amount for Additional Security Deposit (A.S.D). The tenderer should quote his offer at appropriate place of B-1 tender form in

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the space provided in the tender form both in words and figures. The tenderer should not quote his offer anywhere directly or Indirectly in Envelope No.1.

1.16 Post Qualification Criteria :

To qualify for award of the contract, each bidder in its name should have :

- a) achieved an average annual financial turnover (in all classes of Civil Engineering Construction works only) of **Rs.161.42 Lacs** or more during recent last 3 financial years.
- b) Satisfactorily completed as a prime contractor for (Govt. or Semi Govt.) work of similar nature i.e. building repairs of value not less than 75% of the cost put to tender in last 3 financial years. For this criteria i.e. 75% of cost put to tender shall be the aggregate of not more than 3 works.

Note : The necessary certificate as mentioned in qualification criteria in (a) & (b) are required to be obtained from the officer not below the rank of Executive Engineer. Copy of these certificate shall be duly attested. In absence of these certificates, the tender shall be treated as non responsive and Envelope No.2 shall not be opened.

- c) The contractor must make available the services of the following Personnel for the work & shall demonstrate their availability by way of documentary proof in Envelope 1.
 - i) 1 (One) Site Engineer having Diploma/Degree in Civil Engineering & minimum 5 years experience in similar works.
 - ii) 1 (One) experienced Supervisor having minimum 3 years experience in similar nature of works.

1.17 If the authority on opening the first sealed Envelope 1 is satisfied with all the above conditions, then only the sealed Envelope 2 will be opened. Otherwise, the sealed Envelope 2 containing the main tender set will not be opened at all, but will be returned to contractor treating it as invalid. Decision of competent authority in this regard is final.

- 1.18 Conditional tender shall not be accepted.
- 1.19 The right to reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority.
- 1.20 The Chief Engineer, MMRDA shall be the Competent Authority for accepting interpreting the tender and his decision shall be final & binding.
- 1.21 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.
- 1.22 (1) The successful tenderer shall have to work in co-ordination and co-operation with any other contracting agencies / consultants 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 welfare 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. Sewerage Charges, if any, shall be borne by MMRDA. 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 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) If the contractor wishes to furnish the initial security deposit in Bank Guarantee Bond, the validity period of such Bond shall be at least twice the specified time provided in the tender or up to the defect liability period which ever is more.

(7) The contractor shall submit the Guarantee Bond and Bank Guarantee as per **Special Condition No.13 on Page No.38.**

1.23 (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 and set out properly all lines and establish level for work of desilting.

1.24 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.

1.25 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.

- 1.26 The EMD / Security Deposit / Bank Guarantee etc. shall be from Nationalized / Scheduled Bank or Bank promoted by All India Financial Institute drawn in favour of MMRD Fund or as acceptable to MMRDA.
- 1.27 Joint Venture shall not be allowed.
- 1.28 Arbitration is not allowed.
- 1.29 The contractor shall engaged an authorized and full time qualified technical representative on the work capable of managing and guiding the work and understanding all the specifications and contract conditions who will take orders as shall be given by the Engineer-in-charge or his representative from time to time and shall be responsible for carrying out the work promptly and correctly. His technical representative should be posted at the site with prior approval of the Engineer-in-charge and should not be removed from the site without his prior approval. The contractor shall provide one (LAPTOP – Core 2 Duo, printer along with full time computer operator on site and under control of MMRDA in charge. If required, this laptop will be property of MMRDA as decided by Engineer-in-charge.