

Mittal Foundation Trust
K. G. MITTAL AYURVED COLLEGE &
K. G. MITTAL HOSPITAL

Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002.
Phone No. 22812818 / 69088000 E mail :- kgmpacollege@yahoo.com / kgmpacollege@gmail.com

Notice Inviting Tender

“NAME OF THE WORK: Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building at Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002.

The Institute invites bids from reputed & qualified contractors for the following work:

Name of work	Completion Period	Tender Fees (INR)
(1)	(2)	(3)
Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building		

1. The tenders in bid system being invited for the above mentioned work. Mittal Foundation Trust reserves its right to award the work to the successful bidder.
2. The bidder has to submit Tender Fees of **Rs. 1000/- (Rupees One Thousand Only)** along with the bid.
3. The last date of submission of bid document shall be up to _____ end of the day.
4. **The intending bidder should inspect the site to understand the scope and nature of work before submitting their bid.**
5. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

SECTION-A*

LETTER OF OFFER

Date _____

To,
The Trustee
Mittal Foundation Trust
Netaji Subhash Road, Marine Drive,
Next to Taraporewala Aquarium,
Mumbai – 400 002.

Subject: Tender for **Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building** at Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002.

Reference: Advertisement dated _____ in _____ News Paper

Dear Sir,

With respect to your above mentioned tender, we hereby submit our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the Mittal Foundation Trust the amount mentioned in the said Conditions.

I/We have deposited **DD of Rupees One Thousand** as an Tender Fees to the Mittal Foundation Trust, which will not bear any interest. Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the K.G.Mittal Ayurved College & K.G.Mittal Hospital,

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & seal of Bidder

** The bidder should submit the Letter of Offer on their company letterhead.*

SECTION - 'B'
GENERAL INSTRUCTIONS TO BIDDERS

Tender bids are invited in personal to the above mentioned address Subject of email should be mentioned as **Bid for Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building** at Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002.

1. Bidder has to submit Tender Fees of **Rs.1000/- (Rupees One Thousand Only.)** through **DD** to **Mittal Foundation Trust** should be included in the part of tender document towards Earnest money.
2. Tender bids are invited through in personal to the above mentioned address as **Bid for Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building** at Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002.
3. The bids will be received up to _____ **at the end of the day**. Each copy of the tender document under their stamp and signature. No tender will be accepted after _____ under any circumstances whatsoever.
4. The bid with subject **Bid for Construction, Repair, Waterproofing, Painting & Metal Fabrication Works of College & Hospital Building** at Netaji Subhash Road, Marine Drive, Next to Taraporewala Aquarium, Mumbai – 400 002 shall be opened by the Tender Opening Committee on the _____ **at 11:30 AM** through meeting The date and time of meeting will be shared with participated bidders. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.

4. Tender bid shall remain valid for acceptance by the Institute for a period of One Year from 1st April 2026 to 31st March 2027 or which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
5. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender form made by the bidder shall not be valid and shall be treated as null and void.
6. The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
7. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
8. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc. as laid down. Any Tender with any of the documents not so signed will be rejected.
9. The Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
10. Institute reserves the right to sub-divide the work mentioned in the tender, amongst two or more bidders at its own discretion and the successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the successful bidder shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.
11. On receipt of intimation from the Mittal Foundation Trust of the acceptance of his/their tender, the successful vendor/contractor shall be bound to sign the formal Contract and within seven days thereof, the successful vendor/contractor shall sign an agreement and the Schedule of Conditions but the written acceptance by Mittal Foundation Trust and the Contractor so, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful bidder.
12. No bidder will be allowed to withdraw after submission of the tender; In case, the successful bidder decline the offer of contract (or refuse to acknowledge or execute the contract within 15 days of award of order), for what so-ever reasons, their Tender Fee will be forfeited.

13. The rates quoted in the bid shall include all charges like material rates, applicable GST, transportation, loading and unloading, any other tax and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty or levy whether existing or future, shall be entertained by the Employer.

14. **The intending bidder can obtain any clarifications regarding the tender document, technical scope etc. if any by contacting to _____ on email kgmpacollege@gmail.com or telephone- 022 69088000 or from the Mittal Foundation Trust's K.G.Mittal Ayurved College & K.G.Mittal Hospital on any working day from Monday to Friday.**

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place:

Signature of the Bidder with seal

Date:

SECTION-‘C’

GENERAL TERMS AND CONDITIONS

Upon the declaration of an intending bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The successful bidder shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the Mittal Foundation Trust. In case of breach of these conditions, the Mittal Foundation Trust may serve a notice in writing on the Contractor rescinding the contract.
2. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
3. The work has to be carried out with least inconvenience to the staff.
4. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
5. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Institute's Engineer.
6. The successful bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of Instructions in respect of such additional items and their quantities will be issued in writing by the institute. The rates for such extra items shall be worked out on the basis of a rate analysis considering the basic material prices with market discounts plus labour cost plus the profit & overheads component of 15% over the material & labour cost.
7. The successful bidder shall comply with the Labour acts or any other Labour Laws in force from time to time for all of the workers employed by him.
8. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
9. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.

10. The successful bidder should have valid labour license from Labour Commissioner wherever the number of workmen engaged is 50 or more.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Contractor/Institute.
12. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account every month. The contractor shall produce copy of the bank statement for salary transfer to his workmen, copy of PF, ESIC challan, and GST challan etc. before final payment whenever asked by the Institute.
13. In all matters of dispute arising on the work, the matter shall be referred to **The Trustees, Mittal Foundation Trust** for a decision.
14. The successful bidder shall carry out all the work strictly in accordance with scope of work, specifications and as per detailed instructions of the Institute's Engineer. If in the opinion of the Institute's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer they desire the successful bidder to carry out the same. The Institute's Engineer's decision in such cases shall be final.

15. Insurance Clause:

The successful bidder shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

Workmen Compensation Policy for all the employees/workmen to be deputed on the site as per the workmen compensation act.

16. Defect Liability Period:

The defect liability period for the work done by the contractor should be for **Twelve months** from the date of completion of work. Any defect or fault which may appear during **12** months from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Institute's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Institute's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Institute may employ and pay other persons to amend the make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Institute, or may be deduced by the Institute upon the Institute's/Institute's Engineers' certificate in writing from any moneys due or that may become due to the contractor. The

contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Institute's Engineer any certificate or passing of any accounts. The above defects Liability clause does not hold good for water proofing works. For **water proofing work the guarantee/defect liability period** should be for **5 (five) years** from the date of completion of work which shall be governed by the separate corporate bond or guarantee.

17. Security Deposit:

- a) **Contract Performance Guarantee:** The successful bidder will have to deposit a Contract Performance Guarantee of 5% of the total contract amount, subject to the revision at the time of placing the work order, within 7 working days of the receipt of the formal work order. The performance guarantee will be furnished in the form of an account payee Demand Draft, from a commercial bank drawn in favour of "Mittal Foundation Trust" payable at Mumbai. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of work by the successful bidder.
- b) **Retention Money Deposit:** The successful bidder will have to furnish retention money deposit (RMD) for an amount equal to 5% of the total contract amount. An amount **@5%** shall be deducted from each running/final bill as part of retention money deposit. The **5%** amount of RMD retained from the bills shall be released after the completion of defect liability period & the waterproofing warranty period of **5 years**.

The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the Institute.

18. Mode of Payment:

- a. Payment shall be made to the contractor after successful completion of work on prorate basis within 15 working days of submission of invoice certified by the institute's consultant (PMC) along with measurement book as per actual measurement of work done.
- b. The interim value of work done for processing of running bill shall be Rs. _____ The amount **@ 5%** shall be deducted from each running bill as retention money deposit which shall be payable after the completion of defect liability/warranty period.

19. Completion Period:

The time allowed for the completion of work shall be _____ months commence from 4th day of award of the work order or clearance for commencement of work, subject nevertheless to the provisions for extension of time.

20. Penalty Clause:

Time allowed for carrying out the work is _____ months, which shall be strictly observed by the successful bidder and it shall be reckoned from the 4th day of issue of work order. The work shall

throughout the stipulated period of the contract be preceded with all the due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate of **1% per week** subject to a maximum amount of **10%** of the contract amount. The Tender shall before commencing work prepare a detailed work program which shall be approved by the Institute's Engineer.

Any damage cause to any of Institute's properties shall be made good by the successful bidder at their own cost.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place: Signature of the bidder with seal

Date:

SECTION 'D'
SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises. The workmen will be allowed to work in premises after 08:00 AM in morning and maximum till 07:00 PM in the evening.
2. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Institute's Engineer away from the Institute's premises.
3. The work has to be carried out with least inconvenience to the staff.
4. Permission required from the local bodies, if any shall be obtained by the successful bidder at his cost.
5. The successful bidder shall employ adequate number of manpower as required for satisfactory fulfillment of his contractual obligations as per this agreement and shall provide adequate number of manpower with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
6. The successful bidder shall decide the mode and manner of work to be done by his workmen.
7. The contractor shall before commencing work submit a detailed work schedule/program which shall be approved by the Institute and the time schedule should be strictly adhered to.
8. The Contractor shall arrange to get all the samples of materials to be used in the work approved from the institute. The proposed materials should be of ISI approved brands.
9. The successful bidder shall only use the materials of brands approved by the institute.
10. Any damage caused to any of Institute's properties shall be made good by the contractor at their own cost.
11. The Contractor shall make their own arrangements for storing of their materials at site.
12. The contractor should submit the following documents within 7 days of issuance of work order.
 - a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization.
 - b. Contract agreement of Rs.500/- stamp paper (Draft enclosed along with Tender).
 - c. Documents of workmen engaged mentioning their bio-data and photocopy of Aadhar & Pan Card etc.

13. Contractor shall keep the Institute indemnified against all claims, if any.
14. **Before quoting the rates the bidder should inspect the site and understand themselves about the nature and scope of the work.**
15. The supervision of work shall be done by the **Project Management Consultant (PMC)** appointed by the Institute. The successful bidder should coordinate with the PMC and carry out the work as per the instructions of the PMC and the Institute's Engineer In-charge.
16. **The measurement of work done shall be done jointly done by the successful bidder, a consultant and the Institute. The successful bidder should submit his bill along with the certification from the consultant.**
17. **The Institute reserves the right for omission or deletion of tender items from scope of work, reduction in quantity of work/item or alterations in BOQ during the execution as per the Institute's requirement. The successful bidder shall accept the Institute's decision and should bind to it.**

We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date : Signature of the Bidder with seal

SECTION-‘E’
PRE-QUALIFICATION CRITERIA

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:**
 - a) The bidder should be registered with the appropriate registration authorities.
Copy of Certificate of Incorporation or Registration under Shop & Establishment Act or Partnership Deed/MOA or Affidavit in case of proprietary firm to be submitted.
 - b) The bidder should have minimum **five** years' experience in executing the civil structure repair and waterproofing works during last **seven** years.
 - c) Copy of Registration of provident fund
 - d) Copy of Registration of ESIC if applicable
 - e) Copy of Registration of Goods & Service Tax and PAN
 - f) Copy of Registration of Labour License if applicable.
 - g) The bidder should have an average annual turnover of **INR _____ Lakh** from the **execution of civil structure, building repair, water proofing works only** in the last three consecutive financial years (FY2022-23, FY2023-24, & FY2024-25). The bidder must submit the audited balance sheet; P & L account statements or Turnover certificate from CA for last three financial years with **positive net worth** in **each year** duly certified by CA.
 - h) The bidder should have successfully completed the similar works i.e. civil repair works, building repairs, waterproofing, and including painting works during last **seven** years ending the last month of date of publication of this tender.

(Copy of Work orders and respective completion certificates to be submitted).

- i) Bidder should submit List of at least **three** clients along with name & contact number of their representatives. Copy of certificate of appreciation from the client if any.
- j) Either the Registered Office or one of the Branch Offices of the bidder should be located in the territory region of MMRDA.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (Email-1) duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY 2022-23: FY 2023-24: FY 2024-25:
8	Bank Account Details	A/C No. Bank Name: IFSC:

SECTION-'E'
APPROVED MATERIAL
MAKES:

Sl. No.	Particulars of Item	Approved Brands
1	Cement	Ultra tech/ACC/Birla/Ambuja
2	Waterproofing Chemicals/Compounds	Sunanda/Pidilite/Fosroc/BASF/Sika/Equi.
3	Polymer modified Mortar	Sunanda/Fosroc/BASF/Sika/Equi.
4	Micro-concrete	Fosroc/Dr. Fixit/Sika/BASF/Equi.
5	TMT Steel Bar	Tata/Jindal/SAIL
6	Putty	Birla/J K
7	Paints	Asian Paint/Nerolac/Burger
8	Vitrified tile	Kajaria/Johnson/Nitco/Equi.
9	Polycarbonate Sheet (ISI)	Lexan/Equi.
10	Electric Wires	Polycab/Finolex/Havells

Place :

Date :

Signature of the Bidder with seal

Annexure – A*

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH
REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING
REGARDING BLACKLISTING / NON – DEBARMENT**

To,
The Trustee
Mittal Foundation Trust
Netaji Subhash Road, Marine Drive,
Next to Taraporewala Aquarium,
Mumbai – 400 002.

We hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

*To be submitted on company letter head duly signed and stamped on it.