

MUMBAI CRICKET ASSOCIATION



TENDER DOCUMENT

FOR

SALE OF SCRAP MATERIAL OF FOOT OVER BRIDGES (FOB) AT GATE
NO. 5 AND GATE NO. 6 OF WANKHEDE STADIUM, CHURCHGATE

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TENDER NOTICE

Sealed item rate tenders are invited from experienced scrap dealers for removal of scrap from the foot over bridges above the Western Railway lines at Gate no. 5 and Gate no. 6 of Wankhede Stadium in Mumbai. The scope of work is described in the tender document.

1	Title of work	Sale of scrap material of foot over bridges at Wankhede Stadium
2	Qualification	1. Average Annual Turnover during last 3 financial years should be more than Rs. 1 crore. 2. Should be registered under GST
3	Advance payment	100 % of quoted rate Demand draft of nationalized bank drawn in the name of Mumbai Cricket Association
4	Security deposit (Refundable)	Rs. 5,00,000/- (Non-interest bearing)
5	Completion	Job to be done parallelly with Railway contractor
6	Liquidated damages	Rs. 5,000 per day of delay subject to maximum of 10% of contract value
7	Last date of submission	10 th January 2024 on or before 5.00 pm
8	Validity of bid	60 days from the date of submission

Tender Documents will be available on the website of Mumbai Cricket Association (www.mumbaicricket.com) from 4th to 10th January 2024

Tenders will be opened at a date and time fixed by the Association.

MCA reserves the right to accept any bid or reject any or all bids or to postpone or cancel the work without assigning any reason to do so and does not bind itself to accept the highest or any bid.

The bids shall remain valid for a period of 60 days from the stipulated last date of submission of bids.

INSTRUCTIONS TO THE BIDDERS

1. The Tender Documents shall be available on the website of the Association. They will not be sent or received by email or courier.
2. For clarifications or any queries on the tender document or the work, the bidder may contact the Consultant i.e., Mr. Jaikrishna Patle (8655533557) or Mr. Naresh Patil – Manager, Admin (9930641656). The bidder's presence for pre-bid meeting/s, if any, shall be mandatory and the decisions reached in such a meeting shall be binding on all concerned. Also, it will be the bidder's responsibility to collect intimation regarding such decisions / variations from the MCA's office.
3. The Tender Document shall be filled in clear and legible writing. Overwriting is not allowed. If the bidder wants to make any changes / corrections to the details entered by him before submitting his bid, he should strike out his earlier entry, fill in the revisions and authenticate the same by signing at the place of the change / correction.
4. The bidder shall sign and affix his company's seal wherever indicated in the Tender Document. Each and every page in the Tender Document and its enclosures shall be initialed by the bidder.
5. Bidder must return the complete set of Tender Document to MCA.
6. Tender Document shall not be defaced or detached. Additions, alterations or interpolations shall not be made to it.
7. Incomplete bids or bids not accompanied by necessary documents are liable to be rejected.
8. Bids will be opened at the convenience of the Apex Council of the MCA.
9. The bids will be evaluated on the criteria of the bidder's quoted rates, organizational setup, technical qualifications, experience and the depth of understanding of the processes involved in the work. Final selection of contractor and award of work shall be entirely the MCA's decision. The MCA does not bind itself to accept the highest or any bid and reserves the right to accept any bid or reject any or all bids without assigning any reasons for the same.
10. The bidders will not be allowed to modify or withdraw their bid during the validity period.
11. In the event of the selected bidder withdrawing his bid before the expiry of the tender validity period i.e. up to 60 days from the date of submission, his bid shall be cancelled.
12. It is presumed that the bidder has inspected the site and understood the nature of work and if necessary, discussed about the work with the concerned authority of MCA. No

claims shall be entertained on the ground of the bidder not being acquainted with the site conditions or not having understood the nature of work.

13. All work shall be carried out in a workmanlike manner conforming to the specifications and in line and level, with due regard to observing and following the safety norms, practices and precautions. If any specifications are not provided, the contractor shall promptly seek clarifications from the Consultant before commencing the work and shall endeavor to complete the work within the stipulated period. The contractor shall be solely liable and responsible for any delay caused in undertaking and/or completing the work. The contractor shall be solely responsible for the safety of his workers and should take all necessary precautions.
14. The selected contractor must start the work within the stipulated period from the date of issue of Work Order.

SCOPE OF WORK

1. Removal of scrap material from Foot over bridges at Gate no. 5 and Gate no. 6 of Wankhede Stadium.
2. Dismantling and cutting of scrap material (M.S./S.S./PVC)
3. Loading the scrap material and weighing at pre-approved weigh bridge.
4. Providing all raw materials, tools, equipment for cutting, shifting, loading and transporting the scrap material.

GENERAL CONDITIONS OF CONTRACT

A. Definitions & interpretations

In the contract the following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise:

1. MCA means Mumbai Cricket Association represented by their Apex Council
2. Consultant means Mr.Jaikrishna Patle or anyone else decided by MCA. During the execution of work, the Consultant shall only work as a technical advisor supplying necessary technical details, specifications and decisions.
3. Contractor means the individual or firm or company whose bid has been accepted by the MCA and includes the Contractor's personal representatives, successors and permitted assigns.
4. Site means the stadium and premises of Mumbai Cricket Association, Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai 400 020.
5. Tender Document means this complete and bound set of documents consisting of Tender notice, instructions to the bidder, undertaking by the bidder, general and special conditions of contract, form of tender etc. and any other enclosures issued for the purpose of inviting bids. This Tender Document is being floated by the MCA and includes various conditions considered appropriate and adequate for proper execution of work and performance of contract. The discretion and responsibility of enforcing the conditions of contract from time to time rests with the MCA.
6. Contract means written agreement including work order between the MCA and the Contractor.
7. Clause means a clause as mentioned in the General Conditions of Contract.
8. Site In-charge means the qualified, competent person appointed by the Contractor who will be responsible for carrying out the work to the true meaning of the drawings, specifications, schedules, instructions and directions of the Consultant.
9. Notice in writing or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been delivered) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received by the addressee.

B. Conditions

Bidding

1. The bidder shall inspect and examine the Site and its surroundings, obtain all necessary information such as the nature of ground, working conditions, access to the Site, nature of work, materials necessary and type of labour required for completion of work, environmental conditions, perceived risks and contingencies etc., discuss with the Consultant if necessary and satisfy himself before submitting his bid.
2. The bidder's presence for pre-bid meeting/s, if any, shall be mandatory and the decisions reached in such a meeting shall be binding on all concerned. Also, it

will be the bidder's responsibility to collect intimation regarding such decisions/variations from the MCA office.

3. The bidder whose bid is accepted shall be bound for the satisfactory and complete execution of the work as per the conditions mentioned in the entire Tender document, its enclosures as well as specifications of work.
4. The rates quoted shall be inclusive of materials, labour, plants, tools, tackles, machinery, consumables, transport, waste, wages, erection, insurance, safety equipment, approval / validation cost, inspection, taxes, levies, duties, overheads, profit and incidental and contingent cost etc. The rates shall be applicable at all levels and locations within the Site. No payment will be made for idle time / overtime or on any other account whatsoever.
5. The MCA also reserves the right to change the sequence of work or advance/postpone any items during the progress of work.
6. All taxes, duties, and levies applicable shall be the full liability of the contractor except GST, which the bidder shall indicate separately in his bid.

Discrepancies

7. In the event of a discrepancy between description in words and figures quoted by a bidder, description in words shall prevail.
8. Whenever revised details are issued by the Consultant, the previous details shall automatically stand superseded or amended.
9. Any discrepancy or omission or inadequacy of details shall be brought to the notice of the Consultant.
10. In case of ambiguities or discrepancies, the MCA will decide which documents would prevail and MCA's decision shall be final and binding on the Contractor and the Contractor shall execute the work according to such explanations / directions

Security Deposit

11. The Contractor shall pay Security Deposit of Rs.5,00,000/- to the MCA for due performance of the Contract.

Variation

12. The rates as quoted shall be final and escalation in the rates will not be allowed on any grounds whatsoever during the period of contract.

Site infrastructure

13. The Contractor shall at his own expense bring all the equipment, tools and tackles, shuttering, staging and scaffolding material and any other things required for the execution of the Work. The rates shall be deemed to include these costs.
14. The Contractor shall at his own expense bring all the materials and labour required for the execution of the Work.

Materials

15. All the materials used for the work shall be procured by the Contractor at his own cost unless explicitly specified otherwise.

16. The Contractor shall unload and store materials only at the designated places.

Execution

17. The Contractor shall depute one qualified, experienced and competent person at the site who shall carry out day to day supervision, take instructions from Consultant/MCA & execute the work strictly as per the technical specifications & in agreed time schedule.
18. The Contractor shall be given the possession of the site or parts of the site as per agreed schedule.
19. The Contractor shall execute, complete and maintain the Work to the entire satisfaction of the Consultant/PMC and shall comply with and adhere strictly to the Consultant's instructions and directions on any matter concerning the Work whether mentioned in the contract or not.
20. The Contractor must distinctly understand that he will be required to conform strictly to the conditions of Contract as described in various clauses. The plea of custom prevailing will not, on any account, be accepted as an excuse on his part for violation of any of the conditions.
21. The responsibility of the security of the materials, equipment, tools and tackles, shuttering, staging and scaffolding material and any other material brought for the purpose of the Work shall rest entirely with the Contractor. The MCA or its Apex Council members or employees shall not be liable for any loss or damage to them.
22. The Contractor shall make him available for joint site visits with the Consultant's representative as per an agreed schedule.

Subletting

23. The Contractor shall not sublet work or any part thereof.

Billing & Payments

24. The Contractor shall make 100% advance payment along with GST.

Defects

25. The contractor shall be fully responsible for the quality of job (materials and workmanship) executed by him.
26. If the MCA is not satisfied with any part of the work carried out by the contractor or if defects in contractor's work are noticed during the execution of the work, the Contractor will rectify the same immediately at his own cost. No time extension will be allowed for such rectification.
27. If the Contractor fails to rectify defective work despite intimation followed by one reminder, the MCA reserves the right to get the work rectified by appointing another agency and recover the actual costs of such work from the Contractor.

Safety

28. The Contractor shall take all precautionary measures and shall take full responsibility for adequate stability and safety of all site operations and methods of construction including all kinds of risks. He shall at his own cost

ensure safety in all his operations and strictly adhere to the general safety provisions as per the latest safety manuals published by the Indian Standards Institutions, Statutory Rules, Regulations & Contract Conditions. In case the Contractor fails to make such arrangements, the MCA shall be entitled to cause them to be provided and to recover the cost thereof from the Contractor.

29. The Contractor shall submit to the MCA a detailed proposal covering the safety measures which he proposes to adopt at his site for approval. After approval he shall ensure that the same are implemented in the work and are followed strictly at all times. The MCA's approval does not absolve the Contractor of his responsibilities towards safety.
30. The Contractor shall be solely responsible for the safety of his workmen at the site. The Contractor shall be solely responsible in case of any injury to the workmen.
31. Persistent breaches of the safety provision by the Contractor or his employees shall constitute a sufficient cause of action against him including his termination of his contract.

Insurance

32. The Contractor shall adequately insure his agents and workmen who will be working at the site.
33. The Insurance shall be against all losses or damages from whatever causes. The Insurance shall cover any loss or damage in course of any operations carried out by the Contractor for the purpose of the work including rectification works.
34. The Contractor shall submit copies of insurance policies to the MCA before commencement of work and also as and when they are renewed. All insurance policies shall be kept valid and enforceable during the complete period of work including extended period, if any.
35. The Work will not be allowed to start unless the necessary insurance cover under "Workman Compensation Act" for the workers / Employees is taken by the contractor at his own cost and copy given to MCA. Name of MCA should be mentioned in Insurance copy.

Performance criteria

36. If the work is delayed beyond the stipulated time frame, except due to reasons and circumstances beyond the Contractor's control, the Contractor shall be liable to pay damages as per the conditions of contract. MCA reserves the right to condone any delay at its sole discretion.
37. If the Contractor fails to complete/execute any item or activity despite instructions followed by one reminder, the MCA reserves the right to get the item or activity executed by another contractor and recovers the actual costs of such work from the Contractor.
38. If the Contractor fails to honor any condition of contract or a statutory requirement or settle his financial liability arising out of the work, the MCA reserves the right to take appropriate measures to fulfill the condition or statutory requirement or settle the financial liability / claims and recover the actual costs incurred from the Contractor with interest.

Force Majeure

39. Notwithstanding anything to the contrary stated in this agreement, neither party shall be liable by reason of failure or delay on the performance of its duty and obligation under this Agreement if such failure or delay is caused by act of god, war, riot, fire, evil commotion, curfews, any order of government, quasi-governmental or local authority or any other similar cause beyond its control and without its fault or negligence.

In the event the timely and efficient progress of the work is interrupted or suspended because of any of the aforementioned events of force majeure, the term of this agreement shall be extended to include the number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the terms and new competition date shall be mutually agreed to between the parties in writing. The party claiming the existence of Force Majeure shall provide the necessary documentary evidence. Should one or both the parties be prevented from fulfilling the contractual obligations by a state of Force Majeure, lasting continuously for a period of one month, the parties shall consult each other regarding the future implementation of the Contract. The mere shortage of labour, materials or utilities shall not constitute Force Majeure. No ground for exemption can be invoked, if the party claiming the existence of Force Major has failed to give timely notice and subsequently support it by documentary evidence.

Indemnification

40. The contractor shall take due care of the property of the premises while carrying out the work. Any damage that occurs to the MCA's property due to carelessness on part of the Contractor or due to lack of sufficient precautions during execution shall be the responsibility of the contractor and shall be repaired or replaced immediately at his cost.

41. The Contractor shall indemnify and keep indemnified the MCA and the Consultant against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any persons or any property whatsoever which may arise out of or as consequence of the execution including part execution and maintenance of the Work.

Any damage to the MCA's property or any adjoining property will attract action as per the decision of MCA.

Disputes & Arbitration

42. All the disputes arising between the Parties hereto including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof or in regard to any claim of any one Party against the other or others or in regard to the rights and obligations of any Party or Parties hereto under this Agreement, shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

Nothing in this Agreement is intended to, or shall operate to, create a partnership, association of persons, trusteeship, agency or joint venture

between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

43. This contract is subject to Mumbai jurisdiction only.

Termination by MCA

44. The MCA, without prejudice to any other rights or remedies, can terminate the contract, after giving seven days' notice to the Contractor (provided that such notice shall not be given unreasonably), under the following conditions in consultation with the Consultant:

- Failure to commence the work in time.
- Failure to maintain schedule of work.
- Repeated failure to adhere to the specifications and methodology mentioned in the contract.
- Failure to replace defective materials or failure to rectify defective work.
- Repeated failure to adhere to the clause of safety and insurance.
- Suspension of work before completion without any reasonable cause.
- Failure to take written permission before subletting the work or part thereof.
- If the Contractor is adjudged bankrupt.
- If the Contractor has offered, given or agreed to give any consideration or favors of any kind as an inducement or reward for obtaining the work or obtaining special considerations or favors during execution of this contract.

SPECIAL CONDITIONS OF CONTRACT

1. Within 7 days from the date of work order, the Contractor shall
 - a. Accept the work order with the terms and conditions therein
 - b. Purchase an insurance cover in accordance with the conditions of contract.
 - c. Submit a program of execution of the work
 - d. Work out a control and reporting mechanism in consultation with the Consultant.
2. The insurance cover shall be kept in force for the entire period of work. All liabilities direct or indirect, arising out of any accident at the site shall entirely rest with the contractor regardless of whether or not he has purchased the necessary insurance cover and kept the same in force.
3. Work will be executed by the bidder in coordination with Principle contractor of Western Railway.
4. Bidder will be responsible to procure requisite permissions to work on MCGM property.
5. Bidder will be responsible to procure requisite permissions from Traffic department, if required.
6. The MCA shall provide space for lockable storage space for the tools and tackles of the Contractor. Pest control, fumigation etc. should be duly carried out by the contractor as per regulatory requirements. Precautions should be taken to avoid Fire hazards from stored items. Contractor should adhere to all regulatory and B.M.C. safety requirements.
7. The Contractor will have to make his own arrangement water storage & required distribution. Water will be supplied from MCA.
8. Electricity shall be supplied by MCA from a single point and the same will be billed to the contractor.
9. Materials and debris shall be stacked and equipment shall be kept only at the designated places.
10. The Contractor shall take special care not to damage the supply/ service lines in the course of his work.
11. Whenever directed by the Consultant/PMC, the Contractor shall submit a statement of reconciliation of designated materials.
12. All Workmen residing & or deployed at site of works shall submit copy of valid photo ID viz. AADHAR / PAN Card in advance.

INFORMATION TO BE FURNISHED BY THE BIDDER

1. Name of company:
2. Office address:
3. Phone:
4. Email id:
5. Type of company (Partnership, Pvt. Ltd, etc.):
6. Year of establishment:
7. Details of registration (Enclose certificates)
8. Names and Qualifications of Directors/Partners:
9. Average Annual Turnover C.A. Certificate for last 3 years:
10. Details of Similar works

Annexure - 1

COMMERCIAL BID

Sr. No.	Description / Particulars	unit	Quantity	Rate
1	M.S. steel main N-truss and support M.S. structure dismantle simultaneously with railway worker's working hours during demolition of FOB (Foot Over Bridge) near churchgate station crossing near Income tax office marine line road including cutting in pieces, Shifting, loading for weighing on specified weigh-bridge by the association for actual weight, after removed from rail track by the railway authority at pre-decided place by the railway authority. Bidder should co-ordinate with railway authority to execute the job smoothly with all risk and cost.			
1	Parts of M.S. structure of main N-Truss and support system and safety gates in as it is condition.	M.T	100	
2	Stainless Still Pipe (Hand rails)	M.T.	0.3	
3	M.S. Plates 1 mm to 10mm thick and above	M.T.	10	
4	Plastic bubble roof sheet	M.T.	0.4	
5	M.S. corrugated roof sheets	M.T.	1.5	

Terms and Conditions: -

1. GST will be extra over and above on quote rates as applicable item wise.
2. Bidding amount needs to be paid in advance.
3. No Responsibility of Association for any mishap during execution of the job.
4. Bidder should have labour insurance. Copy needs to be submitted to Association.
5. Billing will be based on weighing slip. weighing will be in presence of representative of Association (MCA) and signed jointly.

Declaration: All above terms and condition accepted. Once, amount paid by me (bidder) as per mutually accepted rate will be non-refundable if and only if acceptable to MCA.

Seal & Signature of Bidder.

Annexure - 2

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS

No.	Description of the work	Name and Address of employer	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (Rs.)	Reasons for delays, penalty if any

Annexure - 3

UNDERTAKING BY THE BIDDER

The Secretary,
Mumbai Cricket Association,
Cricket Centre, Wankhede Stadium, D Road,
Churchgate, Mumbai - 400 020.

Dear Sir,

Ref: Sale of scrap material of Foot over bridges (FOB) at Gate no. 5 and Gate no. 6 of Wankhede Stadium, Churchgate.

I / We, M/s. _____ have carefully gone through and have understood the Tender Document, for the work under reference.

I / We agree that if we are selected as the Contractors for the work, we will be bound by the conditions in the Tender Document. I / We have visited the site of work and inspected and examined the same and am / are aware of the local conditions there.

I / We hereby confirm as under:

I / We have returned the complete set of the Tender Document without any defacement, addition, alteration or interpolation.

I / We have submitted the Refundable (Non-interest bearing) Security Deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) vide Cheque/DD no. _____ dated _____ drawn on _____. I / We do hereby agree that this sum shall be forfeited by you if we fail to execute the contract when called upon to do so.

I / We hereby agree that work should start only from the date of issuance of Work Order.

I / We hereby agree to pay 100% amount in advance as estimated in consultation with the MCA,

I / We hereby agree that you may change the priority/sequence or order of work or advance / postpone any items during the progress of the work or before commencement of the work.

I / We hereby agree to use good quality materials and deliver good workmanship through good skilled and unskilled labor, equipment and scaffolding in my/our work.

I / We hereby agree that our rates as quoted shall be final and escalation in the rates will not be made or allowed on any grounds whatsoever during the period of contract.

I / We understand that you may cancel or postpone the said work without assigning any reason to do so.

My / Our bid covers the implementation of all safety procedures, practices and norms that are in the practice and prevailing as on date and amendments thereof from time to time and shall cover insurance for any damage to human beings, property or machines employed/engaged for carrying out the work and we shall submit necessary documentary proof to you on receiving the work order.

We undertake to carry out the work in due compliance of all applicable laws/rules/practices including applicable labour laws.

We undertake to sign and execute necessary contract as stipulated.

We are duly qualified to undertake the work and have attached all requisite documents in support thereof.

We are not prevented in any manner from executing the work.

My / Our bid shall remain valid for 60 days from the stipulated last date of submission.

Yours truly,

Contractor's signature & seal Date:

Name:

Company:

Address:

Enclosures: