

E-NIT FOR REPAIR, COMPREHENSIVE MAINTENANCE & DAILY RUNNING / OPERATION OF
CENTRAL AIR- CONDITIONING PLANT, INCLUDING AIR HANDLING UNITS, AND
THEIR ASSOCIATED EQUIPMENTS

No. MMTC/Mum/Admn (A/c Plant)/2019-20/01

Date: 10-May-2019



MMTC LIMITED
(A Government of India Enterprise)
"MMTC House", C-22, E-Block, Bandra-Kurla Complex
Bandra (East), Mumbai – 400 051.
Phone: 022-61214517/4551 Fax: 022 -26572541
E-mail: dhananjay@mmtclimited.com & swapnil@mmtclimited.com;
Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Mum/Admn(AC_Plant)/ 2019-20/01

Date: 10/05/2019

TENDER DOCUMENT

E-NIT FOR REPAIR, COMPREHENSIVE MAINTENANCE & DAILY RUNNING / OPERATION OF
CENTRAL AIR- CONDITIONING PLANT, INCLUDING AIR HANDLING UNITS, AND THEIR
ASSOCIATED EQUIPMENTS AT
MMTC HOUSE, BKC, BANDRA (EAST) MUMBAI – 400 051.

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NOTICE INVITING TENDER (NIT)

E-NIT FOR REPAIR, COMPREHENSIVE MAINTENANCE & DAILY RUNNING / OPERATION OF
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MMTC Limited invites E-bids for “FOR REPAIR, COMPREHENSIVE MAINTENANCE & DAILY RUNNING / OPERATION OF CENTRAL AIR- CONDITIONING PLANT, INCLUDING AIR HANDLING UNITS, AND THEIR ASSOCIATED EQUIPMENTS AT MMTC HOUSE, BKC, BANDRA (EAST) MUMBAI – 400 051.

Interested bidders fulfilling eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self-certified scanned copies of documents as per list of documents are required to be furnished through e-mode in the TECHNICAL BID.

Interested Bidder may also obtain hard copy of Technical Bid with Non-refundable participation fee of Rs 1,000/- (Rupees One Thousand Only) in the form of NEFT/Fund Transfer in MMTC Limited, Current Account No: 230010200004688 at Axis Bank Limited, BKC Branch, Bandra, Mumbai., IFSC Code : UTIB0000230 and submit the request letter for obtaining tender document, mentioning UTR number for transfer of fund to MMTC’s Account towards participation fee to get tender form OR may download the same from website – www.mmtclimited.com or <https://mmtc.abcpocure.com> or www.eprocure.gov.in.

1. GENERAL INFORMATION:

1.	Start Date for Downloading tender documents	10/05/2019 at 12:00 Hrs
2.	Last Date for Downloading tender documents	04/06/2019 upto 14:30 Hrs
3.	Due Date of tender submission	04/06/2019 upto 14:30 Hrs
4.	Opening of Technical Bid	04/06/2019 at 15:00 Hrs
5.	Pre- inspection of the Plant	Between 13/05/2019 and 30/05/2019
6.	Pre-bid meeting at MMTC House, BKC	17/05/2019 from 12:00 Hrs.
7.	Tender Participation Fee	Rs. 1,000/-
8.	Earnest Money Deposit	Rs. 50,000/-
9.	Contract Period	24 Months

2. ASSISTANCE TO E- BIDDERS : For any assistance on e-bidding process, please contact the following:

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HELP DESK TIMINGS : 0930 HRS TO 1730 HRS IST (MONDAY TO FRIDAY)(Exclusions: MMTC HOLIDAYS))		
Contact Nos. for help desk officers		
Dedicated help desk for MMTC		
Name	Email-id	Phone Number
ONSITE Mr. Abhijeet Goware Executive.	abhijeet@etpl.in	+91-9265562826
OFFSITE Mr. Pankesh Kumar Technical Support	pankesh@eptl.in support@abcprocure.com	079-40270507 91-9374519729
Mr Sumit Kumar,	sumit.kumar@eptl.in	+91 9265562826

Names and addresses of the contact persons for this tender are:	Mr. Dhananjay Wasnik, Additional General Manager, Phone: 022-2657 2710 Mr. Swapnil Hedao, Manager, Phone :022-6121 4551
Name and Address	MMTC Limited, (A Govt. of India Undertaking) Regional Office : Mumbai MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra East Mumbai - 400051
Phone Nos. & Email	Phone No : 022-2657 2710 Email: dhananjay@mmtclimited.com Phone No : 022-6121 4551 E-mail : swapnil@mmtclimited.com
Due date & Time of submission of EMD	04/06/2019 by 14:30 Hrs
Date and time of opening of Technical Bid (Part I) of tender	04/06/2019 at 15:00 Hrs on online portal https://mmtc.eproc.in
Date and time of opening of (Price) Part II	Information will be furnished vide email separately.
Exemptions from fees and EMD.	The firms registered in MSME/NSIC are exempted from the payment of EMD and Tender fee subject to submission of copy of MSME/NSIC certificate
PRE-BID MEETING AT Regional Office	MMTC Limited, MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051
Submission of offer	Offer should be as per tender specification, any deviation in the offer should be clearly indicated which is subject to MMTC's discretion being final and binding

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The offers shall Include	Tender Participation fee of Rs. 1,000/- and EMD of Rs. 50,000/- to be paid by Bank transfer to MMTC's Current Account No. 230010200004688 at Axis Bank Limited, BKC Branch, Bandra, Mumbai., IFSC Code: UTIB0000230. The offers without EMD & Tender participation fees will not be considered for evaluation in the E-Tendering system unless exempted as per tender term.
Techno-Commercial Bid	<p>The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of MMTC Limited at web address https://mmtc.abcprocure.com latest by 14.30 Hrs on the day of Tender submission date. This includes documents required as per Qualification Criteria. Entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal of the bidder on each page.</p> <p>The techno commercial offers shall be opened on 15.00 Hrs on the same day of Tender submission date. Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.</p> <p>Offers of Vendors who have unsettled issues/disputes with MMTC may not be considered for evaluation Process.</p>

3. ELIGIBILITY CRITERIA / DOCUMENT REQUIRED FOR PROOF OF ELIGIBILITY:

S/N	Criteria	Document Required
01	The vendor should have minimum of five years of experience in Central Air Conditioning erection/ AMC business as on 31-03-2019.	Copy of work orders/client certificates older than 5 years as on 31.03.2019.
02	<p>The bidder should have minimum 5 years' experience of reciprocating chillers air conditioning plant and AHUs preferably in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC OR</p> <p>At least Two works of handling centralized air conditioning plant having minimum two Reciprocating compressors of 75TR.</p>	Attested copies of Work Order copies along with the completion certificates from the client.
03	The applicant should be an assessee of Income Tax and must possess PAN & GST No.	Should submit copy of the income tax returns for the last three years, PAN, GST registration certificate.
04	The vendor shall have the average annual financial turnover of at least Rs 5 lakhs during last 3 years ending with 31.03.2019 and should have positive net worth.	<p>1) Audited Balance Sheet and P & L Account for the last three years.</p> <p>2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2015-16, 2016-17 and 2017-18.</p>
05	The Bidders desirous of quoting should have a permanent office at Mumbai/ Navi Mumbai	Copy of address proof for office at Mumbai/Navi Mumbai /Thane/ Palghar/

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/Thane/ Palghar/ Panvel.	Panvel .
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4. LIST OF DOCUMENTS :Technical Bid should be accompanied by the following documents:
- i. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
 - ii. Profile of Organization (Bidder).
 - iii. Copy of PAN/GSTN (self attested)
 - iv. Power of Attorney/Authorization in favour of signatory of Tender documents.
 - v. Copy of MSME/NSIC certificate if applicable
 - vi. Copy of Labour License, if applicable
 - vii. Copy of Shop & Establishment license
 - viii. Last three years audited financial statements (balance sheet and profit & loss a/c) along with Certificate issued by C.A (in original), regarding confirmation of audit, positive net worth, turnover of the bidder.
 - ix. Income tax returns for the last three financial years.
 - x. Solvency report from nationalized bank.
 - xi. Memorandum of Association or Article of Association along with name, address and photos of Directors (in case of Company)
 - xii. The bidder has to produce certificate duly ink signed by CA for legal status/type of the firm whether firm is proprietary/partnership, etc.
 - xiii. Copy of work orders/client certificates older than 5 years as on 31.03.2019 as per eligibility criteria at Sr.No1.
 - xiv. Copy of work order executed preferably in government organization for last three years as per eligibility criteria at Sr. No. 2.
 - xv. List of Qualified Engineers/Technicians employed by the bidder.
 - xvi. List of Equipment and Machinery owned by the bidders.
 - xvii. Authorization letter, with attested photograph, in favour of the official attending the bid opening process.
- Note: Bids without above documents will be liable for rejection.
5. Scope of Work : Scope of work includes repair, comprehensive maintenance and Daily running/operation of central Air-Conditioner Plant, including Air Handling Unit (AHU) and their associated equipments shall be as per "Technical Specification" given in Appendix-A.
6. MMTC Limited reserves the right to reject any one or all the offers, either in full or in part and no claim whatsoever shall be entertained on this account.

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7. Submission of Tenders: Bidders are required to submit tenders as per “Instructions for Bidders” as per Appendix - B

Appendix - A

TECHNICAL SPECIFICATION

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1.0 Scope of work for maintenance:

A. Preventive Maintenance Monthly:

1. Routine inspection and maintenance works of all the plants to be done every Tuesday and Saturday.
2. All safety and indicating devices to be checked up.
3. Current & Voltage measurements for all the plants in full load.
4. Routine inspection and maintenance of all electrical items like Switches /Cables etc.
5. Cleaning of all the AHUs.
6. Cleaning of air filters and replacement whenever required.
7. Inspection of belts and adjustment / replacements if required.
8. Checking of AHU fan motor, Impeller, Impeller housing, shaft, bearing and replacement if required.
9. Recording various readings and calculating tonnage of plants, calculating the cooling tower efficiency.
10. Cleaning the cooling towers – this work to be undertaken after office hours.
11. Check up for possible leakages in the refrigeration system.
12. Checking of electrical panels.
13. Checking of cooling tower nozzles, sprinklers, cooling tower motors/fans and servicing/ replacement if required.
14. Removal of scrap/garbage from the site and keep the plant neat and clean

Quarterly:

1. Cleaning of AHU cooling coils
2. Lubrication/greasing of bearings of motors and other machinery
3. Tightening of V-Belts.
4. Checking of safety control and switches / replacement if required.
5. Calibration of meters and gauges / replacement if required.
6. De-scaling of condensers
7. Cleaning of contact switches, checking of relays, timer etc./replacement if required.
8. Cleaning of AHU outlet etc.
9. Replacement of controllers like oil etc if required.

Annual:

1. Overall maintenance of all the plants and electrical systems.
2. Cleaning of micro Vee filters.
3. Cleaning of cooling coils.

In addition to the above, Contractor will have to perform the preventive maintenance of the system as per the checklist detailed hereunder:

Overall System:

1. All starters' contacts checked.
2. Checked cable for over heating & Termination of tightness
3. Leak Test
4. Heater Operation.
5. Liquid line
6. Compressor oil gauges
7. Load / Unload Mechanism checked

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8. Verifying all safety devices
9. Controls & electrical starter contacts
10. Compressor & refrigerant piping for sign of excessive vibration & abnormal noise
11. Check bus bar & cable for loose termination
12. Check electrical switchboard for sign of carbon deposits, pitting of contacts
13. Check switches, indication lamp
14. Check starter & interlocking

Air Handling Unit:

1. Air Handling Unit
2. Fan coil units
3. Clean air filters
4. Clean Blower wheels
5. Clean / Comb. AHU Fines
6. Clean condensate tray / flushing of drain pipe
7. Clean units
8. Check Electrical controls
9. Check Electrical Starters & clean contactors
10. Check Cable terminal for sign of overheating of cables
11. Check fan belt tension & alignment
12. Check fan sleeve & pulleys
13. Check & lubricate & greasing motor bearing & shaft bearing.

Cooling Tower:

1. Clean cooling tower sump, Basin
2. Check for excessive spray (water) loss
3. Run & check for undue vibration & noise
4. Clean / remove algae and other sludge from all surfaces
5. Check the cooling tower sump for leakage
6. Check if all the louvers are in position
7. Check for structure stability
8. Ensure the terminal box is dry
9. Check fan blades & their fasteners
10. Check the sprinkler RPM & record if (if applicable)

Water Pumps (Chilled water & Condenser water):

1. Pumps chilled water
2. Pumps condenser water
3. Clean water pump
4. Clean strainer & flush drain pipe
5. Check & lubricate motor bearing & pump bearing
6. Check pump for sign to over heating
7. Check pump for excessive vibration & abnormal noise
8. Check pump for excessive water leakage, Tighten or replace gland packing (Mech. Seal)
9. Check suction & discharge pressure.

B. Breakdown Maintenance:

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The Contractor has to attend to the unscheduled service calls as and when required for locating the faults and rectify the same immediately.

C. General Conditions:

1. No additional payment will be made for transportation of equipment from MMTC Limited to the agencies warehouse or delivery of the materials to MMTC Limited at any point of time.
2. The works of urgent nature should be attended immediately whether it is office hours or holidays for which no additional charges will be payable. If the Contractor fails to maintain or to carry out the repairs of any defect to the satisfaction of the MMTC Ltd. Administration Division, then the MMTC Ltd. Administration Division, in order to keep the A/C Plants running will undertake the works of getting it done through outside Contractor at the cost and risk of contractor and cost incurred thereby will be deducted from the contractor bill.
3. All Compressors should be maintained in optimum condition. The compressors will be checked for proper functioning and defective spares will be replaced if necessary. Consumables like oil will also be supplied by the contractor as and when required.
4. Refrigerant gas will be provided by the contractor as and when required for the system.
5. All such items should be original and no additional charges will be payable for these materials at any point of time.
6. The Contractor must ensure availability of the spares in their stock to handle any break-down without delay.
7. The Contractor shall make good all the losses occurred during servicing, overhauling, repairing and maintenance of plants.
8. It is essential that one technical person must be made available at site from 0900 hours to 1700 hours every day for effective co-ordination, fault analysis and trouble shooting.
9. The Contractor should submit weekly reports about work done under AMC to Administration Division, who in turn will consider them before certifying bills for payment.

D. Exclusions:

1. Every effort will be made by the Contractor in servicing condenser and chilled water pumps and if they go beyond repair due to ageing, they would be replaced by MMTC Ltd. However, the labour cost for replacement will be borne by the Contractor, under maintenance contract.
2. Works related to AHU sheet metal work, base tray and thermal insulation –materials will be provided by MMTC Ltd., work to be carried out by the Contractor under AMC.
3. Works related to sheet metal work, water piping, cooling tower uprights, fills, cooling tower PVC panels – materials will be supplied by MMTC Ltd. and work will be done by the Contractor under AMC.
4. Works related to ducting, duct lining, false ceiling and masonry / steel structure works.
5. Replacement of valves in the cooling tower area, but effort should be made for servicing. The valves required for replacement will be supplied by the MMTC Ltd. and the work will be done by the Contractor under AMC.

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6. Replacement of filters in AHU. If replacement is necessary, the filters will be supplied by the MMTC Ltd and the work will be done by the Contract under AMC.
7. Replacement of electrical cablings, incoming power supply switches.

E. Special Conditions of Contract: For Maintenance:

1. Details of schedule maintenance/break down shall be entered in the register/service slip & jointly signed by the Contractor's representative and MMTC Ltd. Representative and shall be carried out in the presence of MMTC Ltd representative.
2. The response time for any complaint calls shall not exceeds 06 hours. Beyond this penalty shall be imposed as per penalty prescribed under various clauses.
3. Contractor's mechanic/engineer shall reach to the site within 6 hour after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed at the rate of Rs. 100/- per hour after the prescribed 06 hours.
4. Contractor will have to take necessary care and precaution to keep the chiller plant safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
5. Parts or components of the chiller plant being maintained by contractor shall not be removed without prior approval and knowledge of MMTC Ltd. representatives. Any part to be removed in the chiller plant for repair shall be done after approval of MMTC Ltd. representative.
6. Any damage to MMTC Ltd. property while carrying out periodical maintenance and attending complaints will be contractors' responsibility.
7. Contractor shall not only attend the failure but will also rectify the cause of failure after investigation and shall inform the same immediately to MMTC.
8. Penalty imposed for late reporting, late replacement of defective parts and DN time of chiller plant shall be deducted from quarterly bill of the firm.
9. Applying approved specifications of Primer and Painting of the various components of the entire Air Conditioning Plant including AHU, Cooling Towers and their associated equipments as and when required with no additional cost.

2.0 Scope of work for Operation:

1. Starting and stopping of the Plant.
2. Routine operation of the Plant.
3. Taking all required readings regularly and maintaining the log book record.
4. All other routine inspections to ensure smooth running of the plants as well as those which are otherwise related, to satisfactory plant operations.
5. Check the water level in cooling Tower & Expansion Tank.
6. Taking of regular leak test with soap solution.
7. Isolate the system during breakdowns.
8. Weekly cleaning of AHU Filters, if required.
9. Checking of the AHU valves / pumps for water leakages and tightening the gland packing if required.
10. Blow-down of the cooling towers, as required.
11. Operations of the chiller as per the load requirements and running philosophy.
12. Run time equalization of the installed units.

3.0 Special Conditions of Contract: For Operation:

1. Contractor will have to deploy experienced and qualified operators.
2. Two operators will be deployed from Monday to Friday in 8 hours shift, and if required on

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Saturdays, Sundays and Holidays, the deployment of operators will be as per MMTC's requirement /convenience, the timings of deployment may be changed anytime, which has to be followed and no extra payment will be made on this account.

3. Contractor will have to make necessary arrangements for weekly off as per labour law.
4. If any operator leaves the service, his substitute will be deployed at site immediately. In case, if any operator is absent from his duties, the MMTC Ltd will not pay for it, besides an amount of Rs 500/- will be deducted from the monthly bill per day per person till the time substitute is made available.

4.0 Supervision:

(i) On Regular Basis throughout the period of Contract: The contractor, shall identify a Senior Engineer / Senior Supervisor (having work experience in the similar field) who would regularly visit MMTC Ltd. once in a month to inspect and supervise the work to be carried out under the contract. He shall liase with the MMTC Ltd. official to seek clarifications and instructions related to the work contracted to the Contractor.

(ii) As and when required: The contractor shall have to deploy, if warranted, a team of experienced mechanic/s and helper/s within a reasonable time to attend to the problems and arrange to solve the same by carrying out necessary repairs and replacement if any, to our satisfaction as per the contract.

Besides, the persons identified by the contractor for the work at MMTC Ltd. shall be made available during this period and as and when required by MMTC Officials.

5.0 Other Terms

- a) The contractor should attend to the breakdown of plant on priority basis. Records of the break down should be maintained by him as directed by MMTC. Efforts should be made to restore working of plant within 6 hours of break so that regular air-conditioned supply to users is maintained. If need be, the extra workmen shall be arranged by the contractor within quoted rates. Rewinding pump motor sets are included in the scope of work and contractor will have to do under AMC. In case of failure to rectify and complete the work as explained in the scope of work within the time limit as mentioned below, the work shall be got carried out through other Contractor at the Cost and Risk of contractor without further notice to the Contractor.

Minor complaints	- 04 hours.
Major complaints	- 24 hours.
Compressor Motor winding	- 08 days
Compressor overhauling	- 08 days

- b) The complaints which cannot be attended to within above specified time limit on technical grounds be brought to knowledge of MMTC Ltd. Administration Division well within the time for taking suitable remedial action.
- c) The contractor shall immediately intimate, MMTC Ltd. about the breakdown of plant if any, and likely time which shall be taken by contractor to restore the plant, failing which he will be liable to pay the penalty of Rs. 500/- per day. If A/C operator/operators fail to attend duty during a shift a penalty of Rs. 500/- shall be imposed and if a helper fails to attend duty during a shift of Rs. 200/- shall be imposed.

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- d) Failing to attend minor complaints such equipment, cable system, performance, electrical replacement of glands in wearer valves etc will attract a penalty of Rs. 500/- per day.
- e) In case of major complaints such as break down of system more than 08 hours whenever the standby equipment is not available for service a penalty of Rs. 500/- per day shall be imposed subject to maximum of Rs. 15,000/- depending upon the continuity of the shutdown. And the operating charges will be deducted proportionally for the period. All penalties will be null and void under Force Majeure circumstances.
- f) The scope of work includes preventive maintenance of air conditioning plant, etc. The same should be carried out on Saturdays and Sundays and on holidays with prior intimation to MMTC Ltd. administration division and Contractors shall work out time schedule for carrying out preventive maintenance in consultation with Engineer in-charge.
- g) The Contractor shall abide by and strictly follow all the requirements of security to prevent the accident or damage to the property of MMTC. The contractor shall be entirely responsible for all safety precautions required.
- h) The contractor shall be liable for all penalties, claims, compensations, damages on account of electrical/fire accidents, if any caused due to negligence of his workmen/non compliance of safety requirement. The contractor shall indemnify MMTC from all such penalties, claims, compensations and damages etc. on this contract.
- i) Gas filling shall be free of cost, as and when required.

6.0 Equipment Description:

Equipments included under the scope of the contract

1. Water chilling AC plants (Reciprocating compressors) – 2x75 ton Functional and 1X 75 ton non-functional.
2. Air handling units – 17 Nos.
3. Chilled water pump sets 12.5 HP each (2 plus 1 standby) – 3 Nos.
4. Condenser water pump sets 12.5 HP each (2 plus 1 standby) – 3 Nos.
5. Water pump sets 13 hp each – 2 Nos.
6. FRP induced draft-cooling tower – 2 Nos.
7. FRP induced draft-cooling tower motor 7.5 hp each – 2 Nos.
8. Centrifugal fans/blowers for basement exhaust – 4 nos.
9. Split AC/Window AC (1.5 TR each) – 5 Nos.
10. Sub Pumps 2 hp each– 2 Nos.
11. Electrical Panel & Cabling at Plant room and all control switches & cablings.

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APPENDIX - B

INSTRUCTIONS FOR BIDDERS

1. **SUBMISSION OF BID:**

- a) Bid shall be submitted along with the tender documents and dully filled with all sections/Appendices, etc. the online/e-mode offer shall be signed with valid Digital Signature of the bidder/ bidder's authorized representative. Physical supporting document shall be signed by the bidder/ bidder's authorized representative.

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- b) The bidder shall have/ obtained valid Class III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
- c) The bidders shall be required to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
- d) For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- e) Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
- f) Bidders are advised to print and save bid submission receipt on submission of bids
- g) Bidder shall carefully examine the bid specification and shall independently fully inform and satisfy itself as to all the conditions and matters which may, in any way affect the work specified in the tender document or cost thereof. Failure to furnish all information required as per tender document or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the Bid.
- h) Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English. The use of Erasers and over writing are not allowed. The tender shall duly attest & stamps, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
- i) Technical Bid portion along with Participation fee in original to be submitted in e-mode, Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in the tender document.
- j) Bidder shall submit their price Bid within the time-period indicated in NIT on the e tendering platform.
- k) Any discrepancy between the data/ details/ documents of the Bids submitted by the bidder in the on-line Bid and the Physical Support Documents shall not be allowed and any such discrepancy shall make the Bid submitted by the bidder liable to be rejected. No

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further communication in the matter shall be entertained.

l) The bidder shall send the "Physical Support Documents" in an envelope superscripted to the address given in NIT:-

"PHYSICAL SUPPORT DOCUMENTS"

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(NAME OF THE BIDDER)

2. OPENING OF BID :

- a) Technical Bid will be opened at 04/06/2019 on 15.00 hrs.
- b) Date and time for opening of Financial Bid shall be informed later to the bidders by E-Mail who qualify in technical evaluation process.
- c) In case the specified date of tender opening is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- d) Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening process provided they bring with them letters of authority from the corresponding bidders.

3. SECURITY DEPOSIT: The successful bidder shall be required to deposit an interest free Security Deposit of Rs. 2,00,000/- (Rs. Two Lakhs Only) through e-payment mode.

4. IMPORTANT INSTRUCTIONS TO BIDDERS:

- a) Each page of the tender documents must be page numbered, signed & stamped by the bidder/ bidder's Authorized Person as token of acceptance. Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- b) Deviations, if any proposed by the bidder, the same must be clearly indicated and enclosed as deviation list but tenders with significant deviation list and merely enclosing bidder's printed conditions or their own terms and conditions will make the tender liable for rejection without giving notice or reason thereof.
- c) Rate should be quoted net amount and specified in words, excluding all taxes, and should be submitted as per the Financial Bid Format.
- d) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
- e) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the evaluation.
- f) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- g) All the licenses should be valid on the date of opening of tender. If any license is due to expire at any point of time during the validity of the contract, it would be the sole

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responsibility of the contractor to renew the license well within the time under intimation to MMTC failing which MMTC shall terminate the contract without any prior notice & losses if any towards the same shall be recovered from the contractor

- h) Cutting/modification/overwriting in the tender document will not be accepted.
 - i) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
 - j) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
 - k) The bidder is required to enter into Contract as per the prescribed format as per 'Appendix- C', which shall form an integral part along with present documents.
 - l) This bid document shall form a part of the Contract. Any clarification issued by MMTC Limited in response to queries raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the Bid Documents.
5. **SIGNING OF BID:** Individual signing the bid or other documents connected with contract must specify whether he/she signs as:
- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership deed or by a power of attorney duly executed by the partners of the firm.
 - (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.
- N.B:
- 1. In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - 2. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
 - 3. A person signing the tender form or any documents forming part of the bid on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under available civil and criminal remedies.
6. **VALIDITY OF BID:**
- a. The bids shall remain valid for acceptance for a minimum period of 60 days (sixty days) after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and shall be rejected.

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- b. In exceptional cases, MMTC Limited may request the bidders to extend the Validity of their bids to a specific period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original tender.
- c. In case, the day up to which the bids are to remain valid is subsequently declared a holiday or closed day, the bid validity shall automatically be extended up-to the next working day.
- d. In case of any discrepancy, the amount in word shall be considered as final.

TECHNO COMMERCIAL BID - PART I

The technical bid shall contain following information in a sealed cover super-scribed "Technical Bid for comprehensive AMC of Blue Star Reciprocating Chiller Plant and its AHUs". It shall consist of the following documents/ information:

Sr. No	Particulars	Details of Tenderer
1	Details to be furnished: a) Name & registered address of the firm b) Registration No of the firm. c) Firm constitution (i.e whether a Company, Partnership Firm, Proprietary concern, Individual etc.) d) Name of the Partner/Directors , address, telephone & fax	_____ _____ _____

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	<p>number (KYC of partners / Directors to be enclosed)</p> <p>e) Name of the contact person, designation, date of birth, address, telephone, email id and fax no .</p> <p>f) Power of attorney of the signing authorities or letter of authorization to act on behalf of the firm.</p>	<p>_____</p> <p>(copy to be uploaded)</p>
2	Date of Establishment (Partnership deed to be uploaded if applicable. Date of certificate of incorporation & copy of certificate to be uploaded in case of a company).	_____
3	<p>a) Name of Bankers and their certificates on financial conditions of the tenderer/bidder</p> <p>b) Original latest solvency certificate for Rs 50 lakhs from a scheduled nationalized bank in India.</p>	<p>a_____</p> <p>b_____</p>
4	Bank reference (Detail of electronic fund transfer duly endorsed by the bank along with cancelled cheque).	_____
5	Whether the Bidder is agreeable to enter into agreement for a period of two years.	
6	Directors / Partners / KMP if related to any MMTC Ltd employee / ex-employee.	Name, Employee. #, Designation, Region.
8	Income Tax Permanent Account Number/ TAN No of firm (copy to be uploaded)	
9	Valid GST Registration (copy to be uploaded)	
10	Details of EMD (E-payment, date, amount, Name of the Bank)	
11	<p>Minimum continuous experience of 5 years operations.</p> <p>*Performance Certificate from recognized Govt/Semi Govt /PSU/Pvt companies, etc specifying the value of contracts, the same shall be certified by customers. Copy of work order, contract copy, customer certification for contract value and satisfactory completion certificate from customer. Bidders must submit past experience and proficiency/Name of employers of last 5 years (ending last day of month previous to one in which the tender was due for opening).</p>	<p>_____</p> <p>-----</p>

* Detail of work order / contract shall be given as per below format in separate sheet to be enclosed with Techno-commercial Bid.

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Sr No	Full postal address of client and officer in charge	Brief description of work and quantity	Work order no & date	Value of contract in Rupees in lakh	Time schedule of Contract Period
1					
2					
3					
4					
5					

All documents enclosed with Techno-commercial Bid should be self-attested.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted and will not have any dealing with the MMTC Ltd. in future.

We hereby confirm that we have carefully gone through the terms and conditions of the tender document and agree to abide by the same. (Sign, Name, Designation, place, date).

FOR & ON BEHALF OF THE BIDDER

(AUTHORISED SIGNATORY)
NAME & DESIGNATION

SEAL OF THE TENDERER

GENERAL TERMS AND CONDITIONS

1. The successful bidder will have to enter into a prescribed Service Contract as per 'Appendix - C', with MMTC for performance of work as per terms and conditions laid down in tender documents (comprises of NIT, GTS and draft agreement) within 15 days from the issuance of work order.
2. PRE-INSPECTION OF THE AC PLANT AND SUBMISSION OF BIDS:
 - a) Only e-bids should be submitted through e-tender
 - b) Pre-inspection of the AC plant is recommended before submitting the bids. Prior notice of at least one day has to be given for pre-inspection of the plant. MMTC will not accept any plea towards scope of work in case of non-inspection of AC Plant, by the successful bidder.
3. SECURITY DEPOSIT:

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- a. The successful bidder shall furnish to MMTC Limited an interest free Security Deposit of Rs. 2,00,000/- (Rs. Two Lakhs Only) in the form of e-payment within 7 days of the issuance of work order.
 - b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
 - c. The security deposit of Rs.2,00,000/- shall be refunded to the contractor after a period of 3 months counted from the expiry/termination of contract. The three month period shall be treated as defect liability period.
 - d. The Security Deposit will be returned interest free by MMTC after successful completion of the agreement. However any damages caused to the property of MMTC value/cost of such damages shall be recovered from Security.
4. **MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :**
MMTC reserves the right to accept or reject any or all bids and/or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability to the affected bidder or bidders on the grounds of MMTC's such action.
5. **ISSUE OF LETTER OF INTENT (LOI):**
- a. The issue of an LOI shall constitute the intention of MMTC Limited to enter into an agreement with the successful bidder.
 - b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with details of e-payment for interest free Security Deposit Rs. 2,00,000/- (Rs. Two Lakhs Only) as mentioned above, in conformity with terms of bid document.
7. **EARNEST MONEY DEPOSIT:**
- a) Interest free EMD Rs.50,000/- to be paid through RTGS/Fund transfer in the bank account of the MMTC Limited, Axis Bank, BKC Branch, Mumbai Current Account No. 230010200004688, IFSC Code : UTIB0000230.
 - b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
 - c) EMD of the unsuccessful bidders would be returned after placing the Letter of Intent (LOI) to the successful bidder.
 - d) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited by the MMTC.
 - e) The bids without Earnest Money Deposit will be summarily rejected, unless exempted as per tender terms.
 - f) Earnest money deposit will be forfeited if the successful bidder fails to furnish the security deposit within specified time period.

- g) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.

8. TERMINATION CLAUSE

- a) Right to Terminate: MMTC reserves the right to cancel the contract/agreement placed on the selected bidder and recover expenditure incurred by MMTC under the following circumstances:
- i. The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
 - ii. If the selected bidder fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this tender document and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the Security deposit and claim liquidated damages.
 - iii. If the contractor does not work to the satisfaction of the MMTC or engage inadequate labour force than required, or the terms and conditions of the contract are flouted by the contractor in any manner whatsoever
 - iv. In the event of the successful e-bidder being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
 - v. In case the selected e-bidder fails to deliver the services as stipulated in the contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder/ Bidder during the period of contract.
 - vi. After award of the contract, if the selected e-bidder does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another contractor/agency of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is also applicable, if for any reason, the contract is cancelled.
 - vii. MMTC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or from Security Deposit.
- b) Consequences of Termination
- i. In the event of termination of the Contract/agreement due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s)/scope of work intended under the present tender which the successful e-bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the successful bidder in relation to the execution/continued execution of the scope of the Contract.

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- ii. Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.
 - iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
9. **Conflict of interest:** The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s / Bidder) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
10. **Continuance of the Contract:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.
11. **Governing Language:** The Contract shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
12. **“No Claim” Certificate:** The Selected Bidder shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a –No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.
13. **Publicity:** The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.
14. MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
15. Notwithstanding anything contained, in this document, the workmen, supervisors and other employed by the contractor shall be regarded as contractor’s employees and MMTC shall not be liable to make any payment to them or any contribution on account of them.
16. The contractor shall be fully responsible for any or all acts of omissions and commission of workers engaged by him and shall indemnify and make harmless the MMTC from and against any and all losses and expenses thereby caused.
17. MMTC will not make available, any accommodation for contractor’s workmen.
18. MMTC shall have the right to adjust unpaid wages by contractor to workmen employed against the work, on receipt of written complaint in this regard and/ or any other recovery which the MMTC/State Govt may impose on the contractor on account of lapses on the part

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- of contractor, from the sum available as security deposit with MMTC and/or from any other payment due to the contractor.
19. No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders, for carrying out emergency breakdown work as per MMTC's requirement.
 20. The contractor shall abide by the security requirements of MMTC.
 21. The contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety and testing equipments, tackles, and all equipments e.g. chain pully blocks, ladders, ropes, megers, torches, vaccum cleaners, blowers etc required in performance of their services.
 22. All minor works such as cutting, making holes, preparation of surface, refinishing, leveling, dismantling/removing before commencement of work and or re-fixing/reinstalling after undertaking necessary repairs/replacement etc., shall have to be carried out by the contractor with in quoted rates.
 23. Scope and specifications shall be read in conjunction with the General conditions of the tender document, any other documents forming part of tender document wherever the context so requires.
 24. Except for material in exclusion clause of scope of work, all other material required for repairs/maintenance work shall be issued at site "Free of Cost". In case MMTC is not in position to issue/arrange the required material fully or partly and orders the contractor to procure the material through his arrangement, then the contractor shall be reimbursed the cost of material on the basis of supportive vouchers/bills. The contractor shall purchase the material from firms/suppliers indicated by MMTC.
 25. The work shall be carried out as specified in the Schedule read with scope and specifications of work on all days including Sundays and Holidays.
 26. Contractor's workmen shall report to maintenance office well in advance preferably 30 minutes before the start of the shift timings.
 27. If any workmen of the contractor fail to report for duty at the specified time, the contractor shall be informed on telephone by maintenance office. Contractor shall make alternative arrangement within one hour of receipt of such information within the quoted rates failing which, the work may be got executed at the risk and cost of the contractor.
 28. **MANPOWER ARRANGEMENT:** The tenderer if awarded the contract shall deploy the following manpower for operation and maintenance of plants:
 - a) For Supervision: The tenderer if awarded the contract, shall depute a Supervisor (Diploma holder in Mechanical/Refrigeration & AC having work experience of at least 2 years in the Air conditioning/Refrigeration field) who will be responsible for supervising the operation/maintenance/material and spares arrangement during regular shift / office hours and he shall co-ordinate with the MMTC Ltd. representative to seek clarifications and instructions related to the work contracted to the tenderer
 - b) For operation of plants:
 - i) 2 Nos. qualified in Refrigeration & Air conditioning skilled operators with at least 1 yrs. relevant experience in the similar work.
-

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- (ii) 1 Nos. semi-skilled operators during regular shift / office hours.
 - (iii) 1 No. electrician having Diploma / ITI / NCVT in Electrical field with at least 1 yrs. relevant experience in the similar capacity plants during regular shift /office hours.
- c) For maintenance of plant:
The operators for operation of the plants can be utilized for maintenance related activities if plants are not in the operations. But if maintenance schedule / situation demands additional manpower, then successful tenderer shall deploy following additional manpower for maintenance of plants:
- (i) 1 No. of Service mechanic qualified ITI /NCVT / Equivalent (Refrigeration &Air conditioning) with at least 5 yrs. relevant experience in the similar work.
 - (ii) 2 nos. semi-skilled mechanic/ helpers with enough experience in similar work.
 - (iii) 1 No. electricians having Diploma/ ITI / NCVT I in Electrical field with at least 3 yrs.relevant experience in the similar capacity plants
- 29. Dress code for Operators:** All contractors' personnel must have to wear a particular dress (Sky blue shirt with Navy blue pant, to be provided by contractor at his own cost) with safety shoes. Without observing dress code and without safety shoes and ID-card, a contractor's person will not be allowed to enter in the MMTC Ltd. premises in any circumstances.
- 30. Contractors' personnel police verification details:** The contractor must have to submit police verification of character of all personnel deputed at MMTC Ltd.. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent).
- 31.** The Contractor shall provide all his workmen with identification badges with photographs that will be authenticated by MMTC LTD. The Contractor shall issue identity badges to his workers engaged after verifying their antecedents.
- 32.** The workmen employed by the Contractor shall wear these badges at all times while on duty with in the premises, clearly visible to the MMTC Security Guards/Watchman. Any such workmen failing to habitually do so shall, upon request of Security/MMTC, be taken off the duties and shall not be re-assigned their duties by the Contractor in the premises thereafter.
- 33.** The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by Central Govt/State Govt or any other authority for the specified works.
- 34.** Contractor should include effective maintenance of essential service of A/c plant, water and electric supply and various other equipments in the building. Maximum care shall be taken to avoid breakdown(s) as far as possible.
- 35.** The contractor shall co-operate with other agencies working in the building and shall carry out the work assigned to him with least possible inconvenience to the occupants of the building.
- 36.** The following documents shall be maintained by the contractor in addition to other records required by statutory rules and regulations:
-

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- a. Record Book – Indicating repairs and overhauling carried out in the sub station.
 - b. Details of workmen employed.
 - c. Details of material received from MMTC and its utilization.
 - d. Details of dismantled material handed over to MMTC.
 - e. Record of preventive maintenance
 - f. Record of all the periodical testing conducted as per provisions of contract/instructions of MMTC.
 - g. Daily complaint Register.
- 37.** The blank registers/log books shall be issued by MMTC free of cost. The record so maintained by the contractor shall be handed over to MMTC when required.
- 38.** The complaints shall be attended and signature with date is to be obtained from user/occupants clearly defining therein the repairs/replacement undertaken.
- 39.** The workmen to be indicated in scope of work are only for guidance. The contractor shall arrange sufficient labour and supervisors as required to ensure efficient attending of complaints with least inconvenience to the occupants of the building.
- 40.** In case of emergency, the contractor shall arrange the additional workmen for attending emergency faults at day time or night time including holidays within the quoted rates.
- 41.** The contractor shall comply with all applicable labour laws, ordinances, EPF/ESI acts rules and regulations in respect of this contract and the employment of workmen, provided by him and shall obtain all such municipal and other govt. permits, licences and attend to inspections as may be necessary and shall pay at his own cost all charges in connection therewith. If MMTC is required to make any such payments initially in case of any default on any account, MMTC shall recover the same from the contractor immediately from his next monthly bills or any other payment due to him.
- 42.** The contractor shall be governed under the contract labour (Regulation and abolition) Act 1970 and he should obtain the contract labour license from the labour commissioner's office within 15 days from the date of issue of the work order. The contractor shall get the renewal of the contract labour licence from time to time and inform MMTC accordingly.
- 43.** Contractor's shall insure his workmen for the period of their deployment on the work and submit proof of the same to MMTC. The contractor shall be solely responsible for any payments whatsoever to be incurred in this connection. Any accident involving contractor's workmen while on duty or otherwise shall be exclusively at the contractor's risk. MMTC shall be indemnified against claim/compensation on any account.
- 44.** WAGES TO WORKMEN/LABOUR:
- a) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act 1970.
 - b) The contractor shall comply with all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
 - c) The contractor shall also comply with the Employees' State Insurance Corporation (ESIC) according to rules and regulations stipulated in the ESI Act 1948

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- d) Contractor shall be liable for all claims under the workmen compensation Act of 1923 or other Acts and comply all the provisions of the Act.
- e) If the contractor failed to comply in part or full i.e. provisions/Rules of the said Acts. MMTC reserves the right to summarily terminate the agreement and take such other actions as may be deemed necessary.
45. The contractor shall be liable for all penalties, claims, compensations, damages on account of electrical/fire accidents, if any, caused due to negligence of his workmen/non-compliance of safety requirement. The contractor shall indemnify MMTC from all such penalties, claims, compensations and damages etc. on this contract.
46. The contractor shall also ensure that the contract labour is medically fit and in sound mind and health.
47. The contractor should submit an undertaking (in a standard format) that he is not blacklisted by any organization for any reason whatsoever.
48. The contractor shall also ensure that the workmen and the supervisors employed by him are not minors.
49. The contractor should ensure that all installations are in full working conditions and shortfalls, if any, are recorded to avoid future disputes. Similarly contractor shall be responsible to handover all the installations services in working conditions on expiry of contract or extended contract period.
50. The contractor shall not assign the contract or any party thereof or any benefit or interest therein or there under without the prior written consent of the MMTC.
51. Water/electricity required for carrying out repairs/maintenance work and for contractors site office shall be issued free of cost.
52. All operating keys, winches, tools, chain pully blocks, vacuum cleaner, julla, welding machine, die(s), ladders and all necessary tools required for proper execution of work and for operation and repairs of valves/pumps shall be arranged by the contractor at his cost and contractor's quoted rates shall be deemed to include for this.
53. The work shall be carried out as per specifications in the tender and in the absence thereof, as per CPWD specifications given in the SSR-1977, as amended upto date & BIS if not in CPWD specifications. In case of any clarification about the specifications to be followed/adopted for a particular item, the decision of GM/R.O. Incharge shall be final and binding.
54. The supervisor/electrician/mechanic/operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
55. The contractor will adhere to the local laws, acts, regulations laid down by the relevant authorities and MMTC shall be indemnified of any responsibility for non-compliance of the above by contractor.
56. In case of delay in attending/non-attendance of complaints due to shortage of labour or otherwise within the time specified by the Engineer in-charge, the work/repairs shall be got executed through other Contractor at the risk and cost of contractor and the

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- expenditure so incurred in addition liquidated damages (as per liquidation clause) shall be recovered from the contractors payments/security available.
57. The contractor, if so directed by MMTC, shall immediately dismiss from the works any person employed thereon by him, who may in the opinion of MMTC be incompetent or of undesirable nature and such persons shall not be employed again on the works. The contractor shall not question the dismissal of such workmen.
58. Certain other agencies may also be working in the area. Contractor/his workmen shall not create hindrance in any way in the work being executed by such agencies. Further he shall not attempt to delay the repair/maintenance intentionally or on the pretext of other agencies working in the building.
59. Except where otherwise provided in the contract, the contractor shall not sublet whole or any part of the work without the prior written consent of MMTC and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen fully as if they were the acts of defaults or neglects of the contractor, his agent/servant or workmen. If the contractor or his sub-contractor or their employees shall break, deface or destroy any property belonging to MMTC or others during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer in-charge may cause the same to be made good by other agencies and recover the expense from the contractor (for which the certificate of the Engineer-in charge shall be final).
60. The material/spare parts which contractor shall procure for repair/replacement at works shall be as per make already existing or standard make/ISI marked and got approved before hand from the Engineer-in charge.
61. **Warranty:**
- a. Contractor warrants that the chiller plant maintenance services will be provided to MMTC LTD. in accordance with the terms of this Contract and with prevailing industry standards for HVAC maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.
 - b. At the completion of the maintenance contract, the chiller plant should worked another six month without any interruption. If any interruption occurs the Contractor will be responsible for such interruption.
 - c. Contractor shall be responsible to hand-over all the installations/services in working conditions on expiry of Contract or extended Contract period.
62. Notwithstanding the sub-division of the document into the separate part or appendix thereof shall be deemed to be part of the tender document and shall form the part of works contract.
63. Where any portion of the General conditions of contract is repugnant to or at variance with any provisions of the Scope and specifications, the conditions/provisions of the scope and specifications, the conditions/provisions of the scope & specifications shall be deemed to over-ride the provisions of the General conditions of contract and shall to the extent of such repugnance or variations, prevail.

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APPENDIX - C

CONTRACT

NO. MMTC/MUM/ADMN/A/C PLANT/2019-20/ 01

This Contract is made on the _____ between MMTC LIMITED a company registered under the Companies Act 1956, HAVING ITS office at MMTC House, Plot No C-22, E-Block, Bandra - Kurla Complex, Bandra (E), Mumbai -400051, its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Dehli-110 003 (hereinafter referred to as MMTC which expression shall include its successors, Executors and assignees,) of the one part.

AND M/s. _____ a
(Co/Proprietor/partnership firm) registered under herein after referred to as the Contractor which expression shall include its successors and assignees) of the other part.

WHEREAS MMTC is engaged in the International trade of various commodities and desirous of giving Repair, Comprehensive maintenance & Daily running / operation of Central Air-conditioning plant, including Air Handling Units, and their associated equipments at MMTC House, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.

AND WHEREAS for Repair, Comprehensive maintenance & Daily running / operation of Central Air- conditioning plant, including Air Handling Units, of the above-said Air-conditioning Plant, the

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Contractor quoted a price as per financial bid part -II of tender No. Tender No. MMTC/Mum/Admn(AC_Plant)/ 2019-20/01 Dated: 10-May-2019.

And whereas the Contractor has quoted above-said price and has been awarded the Repair, Comprehensive maintenance & Daily running / operation of Central Air- conditioning plant, including Air Handling Units, and their associated equipments situated at of MMTC House, C-22, E-Block, Bandra-Kurla Complex, Banda (E), Mumbai-400051 refer to as "Site".

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The contractor has inspected the entire plant including Reciprocating Chillers, AHU, Cooling Towers and its associated equipment and have quoted rate in accordance with the work required to be carried out at site.
2. MMTC has issued LOI no. _____ dated _____ and the contractor has accepted the same as per terms and conditions of the tender document.
3. MMTC will make the payment to the contractor as set forth in the payment clause of this contract for the works to be carried out as per contract terms and conditions and in terms of the tender documents which forms an integral part of this contract.
4. The Contractor shall abide by all safety precautions required as per good engineering practice. This is a Comprehensive annual operation & maintenance Contract entered into for maintenance of central air conditioning plant/equipment situated in the building. Being essential service in nature, maximum care shall be taken by the Contractor to avoid breakdown(s) and timely rectification of the same, as far as possible.
5. SCOPE OF WORK: The scope of works to be carried out shall be as per Appendix - A which forms an integral part of this contract.
6. Except for material in exclusion clause of scope of work, all other material required for repairs/maintenance work shall be arranged by Contractor at site "Free of Cost". Material as per Exclusion clause of the scope of Work shall be arranged by MMTC. In case MMTC is not in position to arrange the required material fully or partly and orders the contractor to procure the material through his arrangement, then the contractor shall be reimbursed the cost of material on the basis of supportive vouchers/bills. The contractor shall purchase the material from firms/suppliers indicated by MMTC.
7. The work shall be carried out as specified in the Schedule read with scope and specifications of work on all days including Sundays and Holidays.
8. Contractor's workmen shall report to maintenance office well in advance preferably 15-30 minutes before the start of the shift timings. If any workmen of the contractor fail to report for duty at the specified time, the contractor shall be informed on telephone by maintenance office. Contractor shall make alternative arrangement within one hour of receipt of such information within the quoted rates failing which, the work may be got executed at the risk and cost of the contractor.
9. MMTC will not make available, any accommodation for contractor's workmen.
10. MMTC shall have the right to adjust unpaid wages by contractor to workmen employed against the work, on receipt of written complaint in this regard and/ or any other recovery which the MMTC/State Govt may impose on the contractor on account of lapses on the part of contractor,

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from the sum available as security deposit with MMTC and/or from any other payment due to the contractor.

11. No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders, for carrying out emergency breakdown work as per MMTC's requirement.
12. The contractor shall abide by the security requirements of MMTC.
13. The contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety and testing equipments, tackles, and all equipments e.g. chain pully blocks, ladders, ropes, megers, torches, vacuum cleaners, blowers etc required in performance of their services.
14. All minor works such as cutting, making holes, preparation of surface, refinishing, leveling, dismantling/removing before commencement of work and or re-fixing/reinstalling after undertaking necessary repairs/replacement etc., shall have to be carried out by the contractor with in quoted rates.
15. The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by Central Govt/State Govt or any other authority for the specified works.
16. Contractor should include effective maintenance of essential service of A/c plant, water and electric supply and various other equipment in the building. Maximum care shall be taken to avoid breakdown(s) as far as possible.
17. In case of emergency, the contractor shall arrange the additional workmen for attending emergency faults at day time or night time including holidays within the quoted rates.
18. The contractor shall co-operate with other agencies working in the building and shall carry out the work assigned to him with least possible inconvenience to the occupants of the building.
19. **SECURITY DEPOSIT:**
 - a. The Contractor has furnished an interest free Security Deposit of Rs. 2,00,000/- (Rs. Two Lakhs Only) in the form of e-payment.
 - b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
 - c. The security deposit of Rs. 2,00,000/- shall be refunded to the contractor after a period of 3 months counted from the expiry/termination of contract. The three-month period shall be treated as defect liability period.
 - d. The Security Deposit will be returned subject to sub clause (c) above, interest free by MMTC after successful completion of the agreement. However any damages caused to the property of MMTC value/cost of such damages shall be recovered from Security.

20. PAYMENT:

- a) Payment for Repair including supply of parts required if any to bring it to operational conditions for use as standby unit shall be made after successful running of the reciprocating chiller plant as per rate quoted in financial bid at Sr. No. 1.
- b) Payment for Comprehensive Annual Maintenance contract of Air-conditioning Plant and 17 AHUs along with 2 Cooling Towers and their Associated Equipment (AMC) as per rate

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quoted in financial bid at Sr. No. 2, will be made to the Contractor on pro rata basis of the contract value on quarterly basis, after successful operation for each quarter (three months). Contractor have to furnish EPF deposition challan, ESIC deposition challan, monthly salary disbursement register, monthly attendance registers along with the invoice for claiming payment.

- c) Payments shall be made by MMTC Ltd using the e-payment mode for which necessary documents have been submitted by the Contractor in the office of MMTC LTD.
- d) Income tax and other applicable taxes and levies shall be deducted at source as per rules.
- e) All legal and other statutory responsibilities regarding securities of materials, labour, payments, accident, insurance and law suits during and after completion of work will be solely borne by the Contractor and MMTC Ltd., shall not be responsible in any manner whatsoever.

21. TERMINATION OF CONTRACT: MMTC may, without prejudice to any other remedy for breach of contract, by written notice of 7 (seven) days, sent to the contractor, terminate this contract in whole or in part. MMTC also reserves the right to cancel the contract and recover expenditure incurred by MMTC under the following circumstances:

- a. If the Contractor fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the Security deposit and claim liquidated damages.
- b. If the contractor does not work to the satisfaction of the MMTC or engage inadequate labour force than required, or the terms and conditions of the contract are flouted by the contractor in any manner whatsoever
- c. In the event of the Contractor adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of Contractor passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.
- d. In case the Contractor fails to deliver the services as stipulated in the contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Contractor during the period of contract.
- e. If Contractor does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another contractor/agency of its choice by giving one month notice for the same. In this event, the Contractor is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is also applicable, if for any reason, the contract is cancelled.
- f. MMTC reserves the right to recover any dues payable by the Contractor from any amount outstanding to the credit of the Contractor, including the pending bills and/or from Security Deposit.

22. CONSEQUENCES OF TERMINATION

- a) In the event of termination of the Contract/agreement due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business

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continuity of the service(s)/scope of work intended under the present tender which the successful e-bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the Contractor in relation to the execution/continued execution of the scope of the Contract.

b) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against Contractor.

c) The termination thereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

23. The following documents shall be maintained by the contractor in addition to other records required by statutory rules and regulations:

- a. Record Book – Indicating repairs and overhauling carried out in the sub station.
- b. Details of workmen employed.
- c. Details of material received from MMTC and its utilization.
- d. Details of dismantled material handed over to MMTC.
- e. Record of preventive maintenance
- f. Record of all the periodical testing conducted as per provisions of contract/instructions of MMTC.
- g. Daily complaint Register.

24. The blank register/log books have to be maintained by the Contractor. The complaints shall be attended and signature with date is to be obtained from user/occupants for clearly defining therein the replacement undertaken. The Contractor shall make sufficient arrangement of labour & supervision to ensure efficient attending of complaints with least inconvenience to the occupants of the building (Ground to eighth floors). The room temperatures shall be recorded at regular intervals at all floors and signature of users taken on the record sheet/register maintained for the purpose.

25. The blank registers/log books shall be issued by MMTC free of cost. The record so maintained by the contractor shall be handed over to MMTC when required.

26. The complaints shall be attended and signature with date is to be obtained from user/occupants clearly defining therein the repairs/replacement undertaken.

27. MANPOWER ARRANGEMENT: The tenderer if awarded the contract shall deploy the following manpower for operation and maintenance of plants:

a) For Supervision: The tenderer if awarded the contract, shall depute a Supervisor (Diploma holder in Mechanical/Refrigeration & AC having work experience of at least 2 years in the Air conditioning/Refrigeration field) who will be responsible for supervising the operation/ maintenance/ material and spares arrangement during regular shift / office hours and he shall co-ordinate with the MMTC Ltd. representative to seek clarifications and instructions related to the work contracted to the tenderer

b) For operation of plants:

- i) 2 Nos. qualified in Refrigeration & Air conditioning skilled operators with at least 1 yrs. relevant experience in the similar work.

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- (ii) 1 Nos. semi-skilled operators during regular shift / office hours.
 - (iii) 1 No. electrician having Diploma / ITI / NCVT in Electrical field with at least 1 yrs. relevant experience in the similar capacity plants during regular shift /office hours.
 - c) For maintenance of plant:
The operators for operation of the plants can be utilized for maintenance related activities if plants are not in the operations. But if maintenance schedule / situation demands additional manpower, then successful tenderer shall deploy following additional manpower for maintenance of plants:
 - (iv) 1 No. of Service mechanic qualified ITI /NCVT / Equivalent (Refrigeration &Air conditioning) with at least 5 yrs. relevant experience in the similar work.
 - (v) 2 nos. semi-skilled mechanic/ helpers with enough experience in similar work.
 - (vi) 1 No. electrician having Diploma/ ITI / NCVT I in Electrical field with at least 3 yrs. relevant experience in the similar capacity plants
27. The working hours shall be from 0800 Hrs to 1800 Hrs. Out of the two skilled operator, One operator shall attend duties from 0800 Hrs to 1600 hrs and Second operator & semi-skilled mechanic/helper shall attend duties from 1000 Hrs to 1800 Hrs. Electrician & semi-skilled mechanic/helper shall attend duties from 0900 Hrs to 1700 Hrs. However, in case the services of AC Plant are required by MMTC LTD beyond 1800 Hrs on working days or on Sat/Sun/Holidays, the Contractor agrees to provide the same without any extra charges unquestionably.
28. The workmen indicated in the above clause “ Manpower Arrangement”/scope of work are for guidance. The contractor shall arrange sufficient labors, technicians and supervisors as required to ensure efficient attending of complaints with least inconvenience to the occupants of the building.
29. Notwithstanding anything contained in Contract documents, the workmen, supervisors, sub-Contractors and others employed by the Contractor for the purpose shall be regarded as Contractor’s employees and MMTC shall have no relation with them whatsoever and MMTC shall not be liable to make any payment to them or any contribution on account of them to any statutory bodies.
30. The Contractor shall be fully responsible for the acts or omissions of workers engaged by him and shall provide indemnity and keep MMTC Ltd indemnified and harmless at all times from and against any and all losses and damages thereby caused. The Contractor will make his own arrangements for housing his workmen.
31. MMTC shall have the right to appropriate unpaid wages supposed to be paid by the Contractor to workmen employed for the work, from the sum available as security deposit (Rs. 2,00,000) submitted to MMTC Ltd., as a Security Deposit which can be appropriated for any dues/receivable by MMTC Ltd., with MMTC and/or any other payment due to the Contractor, on receipt of written complaint in this regard and/or any other recovery which the MMTC/State Govt. may impose on the Contractor on account of lapses on the part of Contractor.
32. Contractor’s shall insure his workmen for the period of their deployment on the work and submit proof of the same to MMTC. The contractor shall be solely responsible for any payments whatsoever to be incurred in this connection. Any accident involving

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contractor's workmen while on duty or otherwise shall be exclusively at the contractor's risk. MMTC shall be indemnified against claim/compensation on any account.

33. The contractor shall comply with all applicable labour laws, ordinances, EPF/ESI acts rules and regulations in respect of this contract and the employment of workmen, provided by him and shall obtain all such municipal and other govt. permits, licences and attend to inspections as may be necessary and shall pay at his own cost all charges in connection therewith. If MMTC is required to make any such payments initially in case of any default on any account, MMTC shall recover the same from the contractor immediately from his next monthly bills or any other payment due to him.
34. The contractor shall be governed under the contract labour (Regulation and abolition) Act 1970 and he should obtain the contract labour license, if required/applicable from the labour commissioner's office within 15 days from the date of issue of the work order. The contractor shall get the renewal of the contract labour licence, if required/applicable from time to time and inform MMTC accordingly.
35. The contractor shall also ensure that the contract labour is medically fit and in sound mind and health.
36. The contractor shall also ensure that the workmen and the supervisors employed by him are not minors.
37. Dress code for Operators: All contractors' personnel must have to wear a particular dress (Sky blue shirt with Navy blue pant, to be provided by contractor at his own cost) with safety shoes. Without observing dress code and without safety shoes and ID-card, a contractor's person will not be allowed to enter in the MMTC Ltd. premises in any circumstances.
38. Contractors' personnel police verification details: The contractor must have to submit police verification of character of all personnel deputed at MMTC Ltd.. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent).
39. The Contractor shall provide all his workmen with identification badges with photographs that will be authenticated by MMTC LTD. The Contractor shall issue identity badges to his workers engaged after verifying their antecedents.
40. The workmen employed by the Contractor shall wear these badges at all times while on duty with in the premises, clearly visible to the MMTC Security Guards/Watchman. Any such workmen failing to habitually do so shall, upon request of Security/MMTC, be taken off the duties and shall not be re-assigned their duties by the Contractor in the premises thereafter.
41. The supervisor/electrician/mechanic/operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
42. The contractor will adhere to the local laws, acts, regulations laid down by the relevant authorities and MMTC shall be indemnified of any responsibility for non-compliance of the above by contractor.
43. WAGES TO WORKMEN/LABOUR:

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- (a) The contractor shall make the salary to the skilled/unskilled labourers employed by them as per the Minimum Wages Act, 19---, Certain other agencies may also be working in the area. Contractor/his workmen shall not create hindrance.
 - (b) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act 1970.
 - (c) The contractor shall also comply all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
 - (d) Contractor shall be liable for all claims under the workmen compensation Act of 1923 or other Acts and comply all the provisions of the Act.
 - (e) If the contractor failed to comply in part or full i.e. provisions/Rules of the said Acts. MMTC reserves the right to summarily terminate the agreement and take such other actions as may be deemed necessary.
 - (f) Contractor shall insure his workmen under Employee's State Insurance Act, 1948 for the period of their deployment on the work and submit proof of the same to MMTC, if demanded. The Contractor shall be solely responsible for any payments whatsoever to be incurred in this connection. Along with preparation and submission of returns, it will be the responsibility of the Contractor to obtain/ make contribution/obtain compensation as applicable at appropriate time and to completely indemnify MMTC of all factors and aspects of ESI Act to the extent it may be applicable to the Contract. Any accident involving Contractor workmen while on duty or otherwise shall be exclusive at the Contractor's risk and MMTC shall be indemnified against any claim/compensation on this account
- 44. The contractor shall be liable for all penalties, claims, compensations, damages on account of electrical/fire accidents, if any, caused due to negligence of his workmen/non-compliance of safety requirement. The contractor shall indemnify MMTC from all such penalties, claims, compensations and damages etc. on this contract.
 - 45. The contractor should ensure that all installations are in full working conditions and shortfalls, if any, are recorded to avoid future disputes. Similarly contractor shall be responsible to handover all the installations services in working conditions on expiry of contract or extended contract period.
 - 46. The contractor shall not assign the contract or any party thereof or any benefit or interest therein or there under without the prior written consent of the MMTC.
 - 47. The Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor, his agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, his agent/ servant or workmen.
 - 48. Should the Contractor or his sub-Contractor or their employees break, deface or destroy any property belonging to MMTC or others during the execution of the Contract, the same shall be made good by the Contractor at his own expense.
 - 49. The Contractor shall not undertake any repairs required to run plant without prior intimation to MMTC Ltd. This condition is also applicable for repairs to be undertaken on Saturdays/Sundays/holidays.
 - 50. Water/electricity required for carrying out repairs/maintenance work and for contractors site office shall be issued free of cost.

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51. All operating keys, winches, tools, chain pully blocks, vacuum cleaner, julla, welding machine, die(s), ladders and all necessary tools required for proper execution of work and for operation and repairs of valves/pumps shall be arranged by the contractor at his cost and contractor's quoted rates shall be deemed to include for this.
52. The work shall be carried out as per specifications as per scope of work and in the absence thereof, as per CPWD specifications given in the SSR-1977, as amended upto date & BIS if not in CPWD specifications. In case of any clarification about the specifications to be followed/adopted for a particular item, the decision of GM/R.O. In-charge shall be final and binding.
53. In case of delay in attending/non-attendance of complaints due to shortage of labour or otherwise within the time specified by the Engineer in-charge, the work/repairs shall be got executed through other Contractor at the risk and cost of contractor and the expenditure so incurred in addition to liquidated damages (as per liquidation clause) shall be recovered from the contractors payments/security available.
54. The contractor, if so directed by MMTC, shall immediately dismiss from the works any person employed thereon by him, who may in the opinion of MMTC be incompetent or of undesirable nature and such persons shall not be employed again on the works. The contractor shall not question the dismissal of such workmen.
55. Certain other agencies may also be working in the area. Contractor/his workmen shall not create hindrance in any way in the work being executed by such agencies. Further he shall not attempt to delay the repair/maintenance intentionally or on the pretext of other agencies working in the building.
56. Except where otherwise provided in the contract, the contractor shall not sublet whole or any part of the work without the prior written consent of MMTC and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen fully as if they were the acts of defaults or neglects of the contractor, his agent/servant or workmen. If the contractor or his sub-contractor or their employees shall break, deface or destroy any property belonging to MMTC or others during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer in-charge may cause the same to be made good by other agencies and recover the expense from the contractor (for which the certificate of the Engineer-in charge shall be final).
57. The material/spare parts which contractor shall procure for repair/replacement at works shall be as per make already existing or standard make/ISI marked and got approved before hand from the Engineer-in charge.
58. The Contractor shall abide by the security requirements of MMTC and the Contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety & testing equipment's, tackles and all equipment's as required for Repair, Comprehensive maintenance & Daily running / operation of Central Air- conditioning plant, including Air Handling Units, and their associated equipments like parts, chain pulling blocks, ropes, mager, torches, vacuum cleaners, blowers, etc required in performance of their services.
59. The Contractor shall inform to the Security Guards if he wants to bring in any instrument/equipment, in writing, so that the Security Guards know what is coming in and what is going out of MMTC premises.

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60. WARRANTY:

- a) Contractor warrants that the chiller plant maintenance services will be provided to the MMTC LTD.I in accordance with the terms of this Contract and with prevailing industry standards for HVAC maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.
- b) At the completion of the maintenance contract, the chiller plant should worked another six month without any interruption. If any interruption occurs the Contractor will be responsible for such interruption.
- c) Contractor shall be responsible to hand-over all the installations/services in working conditions on expiry of Contract or extended Contract period.

61. TENURE OF CONTRACT:

- (a) The work contract shall be for a period of 2 years with an option to extend the same on mutual basis.
- (b) This Agreement shall remain in force from _____ till _____. Renewal of the same shall be on mutually agreed terms and conditions. The Tender No. MMTC/Mum/Admn(AC_Plant)/ 2019-20/01 Date: 10/05/2019 shall be part and parcel of this agreement.

62. CONTINUANCE OF THE CONTRACT: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

63. CONFLICT OF INTEREST : The Contractor shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

64. LIQUIDATED DAMAGES: The contractor shall perform his duties and responsibilities as per the scope of the work as per Appendix – A of the tender documents. If the contractor fails to perform any or all the duties and responsibilities and MMTC has to get the work done through other agency/contractor so as to operate the plant, MMTC shall recover liquidated damages from the contractor to the extent of 20% of the annual contract value. The quantum of liquidated damages assessed and levied by MMTC Limited shall be final and binding on the Contractor.

65. FRAUD PREVENTION POLICY : All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

66. GENERAL:

- a) This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall be binding on either of the Parties.

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- b) All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

67. RELATIONSHIP BETWEEN THE PARTIES:

- a) Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Selected Bidder's team or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c) MMTC will not be under any obligation to the Implementation Contractor's Team/ Bidder except as agreed under the terms of the Contract.

68. NO ASSIGNMENT: The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.

69. AMENDMENTS TO THE CONTRACT: Any changes or amendments to this contract shall be carried out on mutual agreed basis and the same shall be reduced in writing which shall form a part of this contract.

70. WAIVER: The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement/contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

71. NON-SOLICITATION: The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organization or otherwise and whether directly or indirectly during or for a period of 3 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any [key] executive of the other party who has worked during the existence of the present term of contract. [Each of the parties shall notify the other in writing of those executives whom they regard as "key" for these purposes.]

72. SEVERANCE: If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

73. GOVERNING LAW : This contract shall be governed in accordance with the laws of India.

74. COMPLIANCE WITH LAWS:

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- a) The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.
- b) During the performance of the work, if it is Contractor shall at his own cost and initiative fully comply with all applicable laws of the land evolving from the scope of work and with all applicable by-laws, labour laws, PF Guidelines, rules & regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government Contractor, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The Contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.
- c) If during the tenure of work stipulated herein, Bidder/ Contractor may found violating any laws, norms attributed & applicable from this contract, in such event, the bidder/Contractor will be solely liable to face the consequence of violation, inasmuch, the bidder/Contractor may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.
- 75. Confidential Information:** The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by MMTC. For the avoidance of doubt, the restrictions in this Clause shall not prevent:
- a) The disclosure or use of Information in the proper performance of the Contractor's duties;
- b) The disclosure of Information if required by law; (c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.
- 76. NON-DISCLOSURE AGREEMENT:** The bidder shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized strictly confidentially and shall not be shared with any outside unauthorized person.
- 77. INDEMNITY:** The bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the Contractor in the discharge of the obligation under this tender/contract, including but not limited to the claims and any other circumstances. In case, Estate Consultant/Contractor fails / has failed to deliver service as per terms and condition set out in tender/agreement/contract or if MMTC at its sole discretion considers that the Estate consultant/ Contractor is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the successful bidder from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.
- 78. HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of Contractor mutatis mutandis applies to this agreement and in the event, the Contractor(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the Contractor(s) in accordance with the policy in force.

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- 79. FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract/agreement.

- 80. DISPUTE RESOLUTION MECHANISM:** If any dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the tender and LOI only, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fail to do so, the matter will be referred to MMTC Dispute Settlement Committee (DSC), upon request of the contractor. The decision of the DSC as per laid down procedure for DSC shall be binding upon parties. In the event no settlement is arrived at DSC, the matter shall be referred to Arbitration as per Arbitration clause of this contract.
- 81. ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.
- 82. UNDERTAKING:** The Contractor should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.
- 83. GOVERNING LANGUAGE:** The Contract is written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
- 84. “NO CLAIM” CERTIFICATE:** The Selected Bidder shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a –No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.

That in persuasion of this Agreement and in consideration of the payment to be made by MMTC LTD to the Contractor, the Contractor shall duly perform the said work and shall execute the same with great promptness, care and accuracy in workmanship like manner by using best material to

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the satisfaction of MMTC LTD.

In witness whereof the parties hereto have signed this Agreement on the this day ____ of _____.

for MMTC LTD.

for (Name of Contractor Firm)

Authorized Signatories

Authorized Signatories

WITNESS : _____

WITNESS : _____

WITNESS : _____

WITNESS : _____

-----xxx-----

FINANCIAL BID - PART II

NAME OF THE BIDDER : _____
ADDRESS : _____

Tender for Two Year Comprehensive Annual Maintenance Contract of Blue Star Reciprocating Chiller Plants and its AHUs installed at MMTC House, BKC, Bandra East, Mumbai – 400 051

S/No	Description	Details of AC Units	Total Amount (for 2 years) excluding taxes.
1	Repair including supply of parts required if any to bring it to operational conditions for use as standby unit.	BLUE STAR MAKE (16 YEARS OLD) RECIPROCATING CHILLER PLANTS	
2	Comprehensive Annual Maintenance contract of Air-conditioning Plant and 17 AHUs along with 2 Cooling Towers and their Associated Equipment. (as per terms and conditions given in tender document)	BLUE STAR MAKE (16 YEARS OLD) RECIPROCATING CHILLER PLANTS/COOLING TOWER/ IT'S AHUs AND THEIR ASSOCIATED EQUIPMENTS.	

(Note: Contractor has to deposit GSTN timely before due date and add in the bill for reimbursement. MMTC will not reimburse any penalty on account of GSTN/Tax payment delayed)

In words (Rupees _____)

(The total amount should be both in words and figures. In case of any discrepancy the amount in

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words will prevail. No alternation / over writing is permitted)
I/We accept all the terms & conditions mentioned in the tender document.

AUTHORIZED SIGNATORY_____

NAME : _____

Name of the Company/Firm _____

Seal of Company/Firm

Date :