

**MMTC Limited, RO Ahmedabad**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**2, Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014**

Registered office CORE-1, SCOPE COMPLEX, 7,  
INSTITUTIONAL AREA, LODHI ROAD,  
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200 ext 1483, 011-24361560

**REQUEST FOR PROPOSAL (RFP)**  
**2<sup>nd</sup> Repeat Tender Notification for “COMPREHENSIVE ANNUAL**  
**MAINTENANCE OF AIRCONDITONERS WINDOWS/SPLIT OF VARIOUS**  
**TONNAGE INSTALLED IN MMTC LIMITED, Ahmedabad Office.”**

<b>Tender no. &amp; date</b>	MMTC/AHD/ADMIN/AMC-AC/14-15/2ND REPEAT/ TENDER dated. 10.12.2014
<b>Earnest Money( Demand Draft)</b>	Rs. 5,000/- (Rs. Five Thousand only) in favouring of MMTC Limited.
<b>Cost of Tender Document</b>	NIL
<b>Last Date and Time of submission of tender</b>	Up to 15:00 hrs on 19.12.2014
<b>Date and Time of Opening of Tender</b>	15:15 hrs. On 19.12.2014
<b>Contact Person for Further Communication</b>	<b>Mr. S.S.Jain</b> Manager (P&A), MMTC Limited, 2, Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014 Tel No: 079- 40244719 e-mail: ssjain@mmtclimited.com

**Total No. of pages of the tender documents are 12 (Twelve) pages.**

## NOTICE INVITING TENDER FOR AMC OF AIR-CONDITIONER UNITS

MMTC Limited Ahmedabad invites sealed quotations from vendors Located in Ahmedabad for the Annual Maintenance Contract of Air-Conditioning Units (Window, Split,) installed in Ahmedabad office. The AMC is for the period of two years from **22-Dec-2014 to 21.12.2016.**

### I. TENDER PROCESS

1. Tender is invited in two parts i.e. (1) Qualifying bid and (2) Financial bid. The tender form for Qualifying bid in proforma prescribed in ANNEXURE - I and the tender form for the Financial bid in proforma prescribed in ANNEXURE - II, complete in all respects shall be submitted in two separate sealed covers addressed to the Manager(P&A) 2 Nagindas Chambers Ashram Road Ahmedabad 380014, last date & time for submission of Tender by **19.12.2014 at 1500 hrs.** Late submission of tenders shall not be accepted. The sealed covers should be superscribed with "Qualifying Bid – Annual Maintenance Contract for Air-Conditioner Units" and "Financial Bid - Annual Maintenance Contract for Air-Conditioner Units", respectively. **Qualifying Bids will be opened on 19.12.2014 at 15.15 PM** in the presence of bidders at Conference Room 2 Nagindas Chambers Ashram Road Ahmedabad 380014,. If the date of opening is declared a holiday, the quotations will be opened on next working day. Incomplete bid documents shall be rejected. The valid qualifying bids shall be scrutinized by the Department to short list the eligible bidders. **The financial bids of the short listed bidders will be opened at 19.12.2014 at 16.00 PM**. In case it is not possible to open the bids on the stipulated dates due to unavoidable circumstances, the next date of opening will be duly informed.
2. If the tenders are sent by post / courier, it should be ensured that the cover is intact without any damage or loss at the time of reaching the destination. Department is not responsible for the delay on account of Postal / Courier Services.
3. Earnest Money Deposit: Earnest Money Deposit of Rs.5,000/- (Rupees five Thousand only) per application in the form of Demand Draft / Banker's cheque of Scheduled Bank drawn in favour of MMTC Limited , Ahmedabad shall accompany the qualifying bid. Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws subsequently or the details furnished in ANNEXURES - I & II are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit (EMD) of the successful bidder and same will be returned on furnishing the Performance Guarantee.
4. Performance Guarantee: The successful bidder has to submit 10% of the total value of the contract as performance guarantee deposit in the form of Demand Draft / Banker's cheque / Bank Guarantee / Fixed Deposit Receipt of a Schedule bank drawn in favour of "MMTC Limited Ahmedabad , before taking up the contract. The Performance Guarantee shall be refunded to the selected bidder on successful completion of contract period. No interest shall be paid on the Performance Security

placed with the Department by the successful bidder. The Performance Guarantee will be forfeited in the event of withdrawal of contract by the service provider before the expiry of the contract period or in the event of termination of the contract attributable to the unsatisfactory performance of the contract or for violation of any of the terms and conditions of the contract.

5. The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The tenderer would fill up the information in the ANNEXURE I & II enclosed at the end of this document in clear and legible terms. Wherever required the prices quoted shall be written in figures and words as well. ANNEXURES shall also have to be signed and stamped by the bidder or its authorized signatory.

6. The tender forms shall be rejected if it is not complete in any respect.

## II. TERMS & CONDITIONS

1. The Annual Maintenance Contract will be initially for a period of two year from 22-12-2014 to 21-12-2016,

2. The service provider shall be based in or around Ahmedabad

3. The service provider shall provide direct service and shall not employ Sub-Contractors.

4. Bidder should have a minimum of three years of experience in the service / maintenance of Air-Conditioners (Window, Split, ) to various organizations.

5. The bidder must have obtained the following:

- ☐ Permanent Account Number (PAN) under Income Tax Act, 1961.
- ☐ Registration under Service Tax

7. The evidence for filing of returns along with a copy Profit & Loss Account and Balance Sheet for the Financial Year 2012-13/13-14 (Assessment Year 2013-14/14-15) shall be enclosed along with the qualifying bid.

8. The bidder must have gross contractual receipts of Rs. 25 Lakhs and above during the Financial Year 2012-13/13-14 (Assessment Year 2013-14/14-15).

9. A list of clients shall be enclosed along with the qualifying bid.

10. There shall be two types of Maintenance Service to be carried out by the Service Provider viz. Preventive Maintenance Service (PMS) and Break-down Service (BDS).

- ☐ Preventive Maintenance Service (PMS):

Every machine shall be serviced at least once every quarter. A record of such service, duly acknowledged by the person in charge of the location of the air-conditioner, shall be maintained.

Quarterly Preventive Maintenance shall include the following:

- ☐ Checking motor bushings
- ☐ Ground connections
- ☐ Checking connections at the main plug
- ☐ Cleaning of blower and condenser fan
- ☐ Cleaning of air filter
- ☐ Cleaning the evaporator and condenser coils
- ☐ Cleaning the equipment
- ☐ Checking and tightening of nuts & bolts
- ☐ Oiling the motor
- ☐ Checking cooling efficiency
- ☐ Overhauling of the A/c, with chemical washing process

Replacement of spare parts with free of cost including compressor and gas. However, the air filter of the Air-Conditioning Units shall be cleaned every month of the quarter.

- ☐ Break-down service (BDS) :

Breakdown calls shall be attended to immediately / swiftly and a record of such service, duly acknowledged by the person in charge of the location of the air-conditioner, shall be maintained. Breakdown service will include replacement of genuine spares & Compressor and Gas filling at the cost of the service provider.

11.This Annual Maintenance Contract shall be a Comprehensive contract for different types of air-conditioners and for different types of maintenance.

12a).The approximate quantity details of Air-conditioning units are given in Annexure of this document. The air-conditioners under the supplier's Warranty shall stand included under Annual Maintenance Contract on completion of the Warranty period .

12b) The number of AC's for AMC is liable to vary from time to time and payment may be made on prorata basis for the period equipment has been under AMC at the rate application for the said equipment. In case within the contract period, for any reasons, the systems under maintenance are disposed off by MMTC, the contract amount for that particular system shall be repaid by the Service Provider, or deducted from the amount payable by MMTC, on a pro rata basis.

13 .All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail.

14.Units taken out of the office premises for service at your workshop shall be returned at the earliest and in any case, within a week's time. Non- attendance

of complaints of this nature beyond a week would entail deduction of penalty of Rs.100/- per day/Unit till the complaint is attended to.

15.Transportation of Air-Conditioner Units from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider.

16.Quarterly Bills shall be submitted to the undersigned along with the Service Report acknowledgements (both for Preventive Maintenance Service and for Break-down Maintenance Service) before 5th of the following month. Payment shall be made after verification of the Records and the same shall be restricted to actual number of air-conditioners serviced during the quarter.

17.Payment for service of an air-conditioner in a quarter shall be made only once either under Preventative Maintenance or under Break-down Maintenance, after deduction of statutory taxes i.e. TDS etc.

18.The notice period for termination of contract shall be one month by either party. However, the service provider shall continue the service on same terms until a new service provider is in place.

19.The contract is extendable for a further period of one year on mutually agreed rates and terms and conditions, at the discretion of the Department.

20.The service provider shall provide the sufficient numbers of standby Air-Conditioners and stabilizers as are required for satisfactory service.

21.The selected service provider shall execute Maintenance Contract in the Form prescribed by this Office. Once selected, the service provider shall, at the end of the service period/termination of contract hand over the Air-conditioner units in working condition to the successor service provider.

22.The payment for the last quarter shall be made to the selected Service provider only after completion of handing over of all Air-conditioner Units in working condition to the successor-service provider and after receipt of taken over note from the successor-service provider.

23. Inspection of the Air-Conditioners may be made on any working day between 11.00 AM & 4.00 PM from 11.12.14 to 17.12.14. The Sr.Manager (P&A)/Manager(P&A) may be contacted at 2 Nagindas Chambers Ashram Road Ahmedabad 380014 for any clarifications.

24. The AMC vendor should be Authorized dealer/partner for sales and service & should have back to back logistic support/tie –up for original parts to be used in these AC's with Original Equipment Manufacturer

25 The AMC vendor should be in position to arrange for all required accessories & services like carpenter for frame , grill fabricator for window ac grills /angles for outdoor units etc.

## **26 Force Majeure:**

26.1 The Force Majored condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc.

26.2 The contract delivery period may be extended in case of Force Majored condition. In order to be able to obtain an extension to the contract delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

## **27 Arbitration:**

27.1 All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties.

27.2 The venue of arbitration shall be Ahmedabad.

## **28.0 DISCLAIMER**

28.1 The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

28.2 This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

28.3 MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**29.0** MMTC reserves the right to accept or reject any quotation, and to annual the quoting process and reject all quotations, at any time prior to the award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for the Purchaser's/Vendors/service providers action.

30) Details and actual nos. of A.C. in various capacity is about 18.(Window AC and Split AC):

Description	Tech. Specifications
Split A/c 1 ton	3 nos.
Split A/C 1.5 tons	7 nos.
Split A/c 2 tons	2 nos.
<b>Total split 12</b>	
Window A/c 1.5 tons	4 nos.
Window A/c 1 ton.	2 nos.
<b>Total Window 6</b>	
Total Ac's	18 Nos

**Exact number of AC's & Period of AMC to be taken under AMC will be finally given at time of issuing final work order.**

## QUALIFYING BID DOCUMENT

## ANNEXURE – I

1. Name of the Party :
2. Address :  
(with Tel No., Fax No.)
- 2a Vendor Ahmedabad Branch office Address & telephone
- 2b Vendor Ahmedabad Workshop address & telephone
3. Name & Address of the Proprietor / Partners / Directors :  
(with Mobile No. & E-mail)
4. Contact Person(s) (with Mobile No. & E-mail)
5. No. of years of experience in Service / Maintenance of Air-Conditioner Units :
6. Permanent Account Number (PAN)
7. The evidence for filing of IT returns and a copy of Profit & Loss Account and Balance Sheet for the FY 2012-13/13-14 :
8. Evidence for Gross Contractual Receipts of Rs.10 lakhs and above in the Financial Year 2012-13/13-14 (AY 2013-14/14-15) :
9. List of Clients :
10. Documentary evidence for Service Tax Registration :
11. Documentary evidence for Employees Provident Fund Registration :
12. Documentary evidence for Employees State Insurance Registration :
13. Details of Earnest Money Deposit (EMD) : DD NO & Bank  
( dd payable at Ahmedabad ) DD Amt

## D E C L A R A T I O N

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 Department in future.

(Signature of Authorized Signatory with date)



1. Name of the Party :
2. Address  
(with Tel No., Fax No.) :
3. Name & Address of the Proprietor /  
Partners / Directors  
(with Mobile No. & E-mail) :
4. Contact Person(s) (with Mobile No.& E-mail) :

5. Annual Maintenance Contract (AMC) charges			
(Rates in Rupees per unit / per annum)			
(inclusive of taxes)			
5.1) Window Air-Conditioners 1 Tonnes :			
5.2) Window Air-Conditioners 1.5 Tonnes :			
5.3) Window Air-Conditioners 2.0 Tonnes :			
5.4) Split Air-Conditioners 1 Tonnes :			
5.5) Split Air-Conditioners 1.5 Tonnes :			
5.6) Split Air-Conditioners 2.0 Tonnes :			
5.5) WindowAC Wooden Frame Charges :			

6. Charges of shifting, installation of windows ac from one point in office to other :-
7. Charges of shifting, installation of split ac from one point in office to other :-
8. Charges of shifting, installation of windows ac from one branch office to other branch office :- transportation charges(within city) should be mentioned separately
9. Charges of shifting, installation of split ac from one branch office to other branch office :- transportation charges (within city) to be mentioned separately
10. Quote      Validity

#### D E C L A R A T I O N

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 Department in future.

(Signature of Authorized Signatory with date)

Notes :-

- a) All quotes to be given for comprehensive amc inclusive of taxes
- b) Taxes which will be charged in Tax Invoice Bill/Vat Bill
- c) Taxes should be mentioned clearly/separately along with rate%
- d) The above Technical Bid & Financial quotes seal enveloped should be Filled and submitted in sealed quotation with subscribing **"2<sup>ND</sup> REPEAT TENDER FOR Annual Maintenance Contract for Air-Conditioner Units- 14-16 "**

To

Shri S.S.Jain, Manager(P&A)  
MMTC Limited, 2 Nagindas Chambers , Usmanpura , Ashram Road  
Ahmedabad 380014  
Tel 079-40244719

**ANNEXURE-III**  
**PERFORMANCE BANK GUARANTEE PERFORMA**

No. \_\_\_\_\_.

Date \_\_\_\_\_.

To  
MMTC Limited  
2, Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014

WHEREAS \_\_\_\_\_ (Vendor name & address) (here in after referred to as the Vendor) have entered into a contract with M/S. MMTC Limited, 2, Nagindas Chambers Ashram Road Usmanpura Ahmedabad 380014 (hereinafter called the "MMTC") bearing Contract No. dated \_\_\_\_\_ for **Comprehensive AMC of \_\_\_\_\_ nos of AC** (Items) for a value of Rs. \_\_\_\_\_ (total AMC work order value) (Rupees \_\_\_\_\_ (in words) and whereas the Vendor has agreed for comprehensive AMC of 21 nos of Airconditioners as per the description. Specification and delivery schedule as mentioned in the aforesaid contract no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the vendor is required to furnish a bank guarantee of the value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being 100% of the total value ) for the due performance of the contract in favour of the said MMTC. We \_\_\_\_\_ (name of the bank & address (hereinafter called the bank) do hereby irrevocably and unconditionally guarantee and undertake to pay to MMTC merely on demand in writing an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) without any demur, contestation, protest or reference to the Vendor or any other party if the Vendor fails to perform all or any of his obligations, or commit any breach of his obligation as described in the aforesaid contract. The decision of MMTC communicated in writing that the Vendor has defaulted in performance of his obligations under the contract, shall be final and binding on us notwithstanding any contestation or protest by the Vendor. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words).

We, \_\_\_\_\_ (banker's name and address) further agree that the guarantee here in contained shall remain irrevocable and continue in full force and effect upto \_\_\_\_\_ and that it shall continue to be enforceable till all the dues of MMTC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged till MMTC certifies that the obligations of the said contract have been fully and properly carried out by the vendor and accordingly discharge the guarantee. MMTC will have the right to file its claim under this contract for a further period of three months after the expiry of the validity of this guarantee.

We, \_\_\_\_\_ (bank name & address) further agree that MMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations herein to vary any of the terms and conditions of the said contract or to extend time of performance by the vendor from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the vendor and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variations or extensions being granted to the vendor or for any forbearance, act or omission on the part of MMTC or any indulgence by MMTC to the vendor, or by any latter or thing whatsoever, which under the law relating to the sureties would, but for this provision have the effect of so relieving us.

We, \_\_\_\_\_ (bank name & address) also undertake not to revoke the guarantee during its currency except with the previous consent of MMTC in writing. We, \_\_\_\_\_ (bank name & address) hereby undertake and guarantee to pay any money so demanded notwithstanding any dispute(s) raised by the said vendor in any suite or proceeding pending before any court or tribunal relating there to. Our liability under this premises being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the said Vendor has no claim against us for making such payment.

Our liability under this guarantee is restricted to an amount of Rs. \_\_\_\_\_ (10% of Contract value) (Rupees \_\_\_\_\_ (in words)). The guarantee shall remain valid up to \_\_\_\_\_ unless a demand or claim under this guarantee is made on us in writing within three months thereafter. We shall be discharged from all liabilities under this guarantee thereafter. We further agree that this guarantee will not be affected in any manner whatsoever due to any change in the constitution of the Vendor or the bank. We lastly undertake not to revoke this guarantee during its currency except with the previous consent in writing from MMTC.

Witness : 1.  
2.

(Authorised Signatory)  
(Signed with stamp & seal of the bank)