

**MMTC Limited**  
**Scope Complex, Lodhi Road**  
**New Delhi – 110003**  
**TENDER NO. MMTC/CO/ADMN/AMC/AC/2017**

**TENDER NOTICE**

**Subject : Invitation of tender under two bids system for award of Comprehensive Annual Maintenance Contract(CAMC) for maintenance of Air Conditioners and water coolers installed at Scope Complex and residence of Sr. officials of MMTC, New Delhi.**

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Sealed tenders for Comprehensive Annual Maintenance Contract (CAMC) for maintenance of Air Conditioners and water coolers for approximately 54 windows, 49 Split Ac, 7 Tower AC and 10 water coolers in MMTC Scope Complex, and resident of Sr. Officers for one year from the date of awarding, are invited under two bid systems viz. technical bid and Financial bid from reputed and experienced agencies. Maintenance firms in the relevant category of work and who have carried out similar work with Govt. Deptt/PSU,s and also from the reputed AC manufacturers or their authorized dealers as per the requirement and details enclosed. The copy of the proof for having carried out similar works in the last three financials years should be enclosed with the tender.

2. Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 20% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.

3. Interested firms may collect the bid documents containing terms and conditions on all working days except lunch time between 11am to 1pm upto 6<sup>th</sup> February, 2017 from Manager (Admn.) on payment of Rs.500/- (Non-refundable) in the form of DD/Pay order only drawn in favour of MMTC Limited, New Delhi.

4. The documents can also be downloaded from the website of MMTC Limited i.e. [mmtclimited.com](http://mmtclimited.com) and CPP portal <https://eprocure.gov.in>. However those who download the tender document from website will also have to pay the above mentioned tender fee. Bidders are requested to carefully go through the instructions to the bidders and terms & conditions contained in the bid documents. Bidders are also required to submit Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty thousand only) by way of DD/Pay Order drawn in favour of "MMTC Limited", New Delhi. Bids received without tender fee and EMD will not be considered and rejected summarily.

5. The tenders should be submitted in two separate sealed envelopes as below, along with Tender Fee and EMD.

A) The first sealed cover superscripted as "Technical Bid" should contain the following items:

- i) The Performa at Annexure II duly filled in along with relevant documents/information.
- ii) Acceptance of terms and conditions at Annexure-I

B) The second sealed envelope superscripted "Financial Bid" as the Annexure-III should contain only rates for CAMC for repair and maintenance of AC's and water coolers.

C) Both the sealed covers, along with tender fee and EMD should be placed in the main sealed envelope superscripted "Tender for Comprehensive Annual Maintenance Contract for maintenance/repair of ACs and it should be addressed to the General Manager (Admn.), MMTC Limited, Scope Complex, Lodhi Road, New Delhi – 110003 and must be reach on or before 6<sup>th</sup> Feburary, 2017 by 3.00pm. Bids may be hand delivered or sent by post at the aforementioned address so as to reach on or before the prescribed date and time. MMTC will not be responsible for any postal delay.

6. The Competent Authority in the MMTC reserves the right to amend any of the terms and conditions contained in the Tender Documents or reject any or all application/offer without giving any notice or assigning any reason thereof. The decision of the Competent Authority in this regard will be final and binding.

7. The important details schedules and dates are as under:

S.NO.	Key Event	Dates
i)	Last Date for submission of Bids(No extension of time & date)	06.02.2017 at 3.00pm
ii)	Date of Opening of Bids by Tender/ Purchase committee(participation bidders my wish to be present)	07.02.2017 at 11.30am
iii)	Date of Opening of Technical bids	07.02.2017 at 11.30pm
iv)	Date of Opening of financial bids	Intimated at the time opening of Technical bid
v)	Cost of Tender	Rs.500/-
vi)	Earnest Money Deposit(EMD)	Rs.20,000/-
vii)	Venue for Opening of Bids	2 <sup>nd</sup> Floor, Admn. Division, MMTC Limited, Scope Complex, New Delhi-110003

8. All the tenders are requested to read and understand the terms and conditions of the contract as detailed below in the Annexure-I before sending their tenders, as no change or violation of the aforesaid terms and conditions are permissible once the quotation is accepted by the Ministry.

### **INSTRUCTION TO THE BIDDERS**

#### **Bid documents**

1 The bid document consists of the following:

- a. Tender Notice Invitation
- b. Instruction to the bidder
- c. Terms and condition of the Tender
- d. Technical Bid format
- e. Financial bid format (Price Schedule)
- f. Scope of Work

2 The bidders are expected to examine all instruction, forms and terms and contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders risk and may result in rejection of the bid.

#### **Eligibility of the bidders**

- 1 Bidders should be an Indian company/firm engaged in repair and maintenance of ACs and water coolers in Delhi/NCR and having its offices (Scope Complex/Site office, Guest House, Dormitory, Training Centre, Community Centre and Records room, MMTC Colony, Sri Aurobindo Marg, New Delhi) and at the residence of Sr. Officers at various places at Delhi/NCR.
- 2 They should have minimum three years of experience in dealing with CAMCs of ACs and water coolers with the departments/Ministries of the Government of India(Copies of work Orders/CAMCs received from Govt. Deptt./PSUs during each of the last three years should be enclosed)
- 3 Bidders have minimum turnover in AMC business only of Rs.5,00,000/- (rupees Five lac only) per year during each of the last three years (valid and certified proof has to be attached).
- 4 Bidders should not have been blacklisted by the Department/Ministries of the Govt. of India/PSUs (declaration has to be submitted).
- 5 In case the party is registered with Ministry of MSME/ its authorized agencies, he is required to submit registration certificate and store details in addition to above. The MSEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
- 6 MMTC reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reasons. Further addendum/corrigendum if

any required will be uploaded onto website of MMTC and CPP portal only. The decision of MMTC in this regard, shall be final and binding on all.

### **Documents/Certificates to be attached**

- 1 The bidders are required to submit technical bid enclosing therewith photocopies of the following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further.
- 2 Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.
- 3 Copy of CST/VAT/TIN Registration Certificates.
- 4 Copy of PAN Card.
- 5 Copies of Income Tax Return filed for last three financial years.
- 6 Copies of audited Account statements i.e. balance sheets and Profit and Loss A/c for last three financial years.
- 7 Proof of experience in CAMC with Govt. Department (Copies of work orders received from Govt. Deptt./ PSUs during each of the last three years should be enclosed).
- 8 Declaration regarding blacklisting of otherwise.
- 9 In case the party is registered with Ministry of MSME/ its authorized agencies, required to submit registration certificate and store details in addition to above.

### **Rejection of incomplete and conditional tenders**

- 1 The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

### **Non transferability**

- 1 The tender is not transferable

### **Preparation of Bids**

#### **Document comprising the bid**

- 1 The technical bid should be sealed in a separate cover and superscribed “Technical Bid for Comprehensive Annual Maintenance Contract of Air Conditioners and AC’s”. All the information/documents sought should be provided with the technical bid.
- 2 The financial bid shall also be in a separate cover and superscribed “Financial Bid for Comprehensive Annual Maintenance Contract of Air Conditioners and water cooler specify he rates/prices in the format shown in the financial bid/price schedule.

**N.B.** : All the documents submitted in the bid must be legible and self-attested. Otherwise the bid is likely to be rejected. Each page of the Terms and condition should also be signed and attached as acceptance.

**Annexure –I**

**TERMS AND CONDITIONS**

1. Bidder are required to submit tender fee of Rs.500/- and Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only) by way of DD/Pay Order drawn in favour of “MMTC Limited” new Delhi Bids received without tender fee and EMD will not be considered and ejected summarily.
2. The Period of annual contract shall be for one year from the date of award of the contract. The contract may be extended mutually for one year at the same rates, terms and conditions on mutual basis subject to satisfactory performance, at the sole discretion of MMTC.
3. After the contracts awarded the contractor will be required to fill all the required to fill all the require accessories in question bring them in perfect working order so that these are ready for use before the commencement of the summer season.
4. The maintenance/servicing include oiling, cleaning greasing gas filling repair of the compressor/motor, electrical parts, air filter wiring and replacement of old motor by new one etc.
5. The firm must be registered with VAT and Service Tax Departments and must enclose a copy of registration letter/certificate. The firm should have an experience of three years in maintenance of various types of ACs and water Cooler and other related works in Govt. Deptt./PSUs. A list of their clients should be enclosed along with proper proof.
6. In case, GST is implemented in the mid of the CAMC period, statutory obligation have to be fulfilled.
7. The contractor shall use ISI marked parts for repair/replacement. The old parts which are replaced must be deposited in the Caretaking Cell, MMTC Ltd. If the firm uses a non-ISI marked parts a penalty of double the cost of the part will be imposed.
8. MMTC Limited reserves the right to terminate the contract at any point of the time during the tenure of contract. If the services are not found satisfactory or if the contractor dishonours the contract, the decision of the MMTC in this regards shall be final and binding upon the contractor.
9. The financial loss caused / damaged to any part of the ACs of MMTC by the contractor would be deducted from the performance security/bills.

10. No request for revision/increase of approved rates during the currency of the CAMC will be entertained. No other charges will be payable like transportation fare etc. for providing the services.
11. The awardee firm will attend to all complaints immediately after receiving call from MMTC. As and when the contractor is not able to do assigned repair/maintenance work. MMTC reserves the right to get the same done from any other source and recover from the contractor the cost of such work not attended by it.
12. Only such work which cannot be done in the office premises will be allowed to be done outside with prior permission of the MMTC and no extra payment would be made for the same.
13. It will be responsibility of the contractor to keep the machines in fully operational & functional condition during the CAMC period Contractor's qualified technician should be available for attending to the complaints in any days. They may be called for on holidays also for attending to urgent/emergency repairs.
14. No advance payment will be made. Payment will be made in 4 quarters of the CAMC period. Payment will be made only in respect of the actual number of ACs and water coolers maintained by the firm on submission of bills.
15. A certificate from the occupant of the room/suites/concerned officer towards satisfactory completion of the work will be obtained by the firm and submitted along with the bills.
16. If an AC is disposed of by MMTC or is otherwise taken out of service, the payment of CAMC charges will be made only till the AC remained with us on pro-rata basis.
17. The MMTC reserves the right to accept any tender which may not successfully be the lowest or rejected in any tender, if it is considered justified/reasonable, without assigning any reason thereof.
18. Successful bidder should deposit Performance Guarantee of Rs.20,000/- (Rupees Twenty thousand only) in the form of Demand draft or Pay order in favour of MMTC Limited, New Delhi from the date of award of contract; if he fails to furnish the same within the specified period of ten days, its EMD will be forfeited and shall be barred from participating in future tenders of the MMTC. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
19. All safety precautions should be taken during execution of the work and MMTC will not be responsible for any accident caused to its labour during execution of work. In the event of any accident occurring during the course of work, which may result in any injury to your employee, the responsibility of their medical treatment will fully rest with the contractor and expenditure incurred thereon will be borne entirely by the contractor. MMTC shall be totally indemnified of any liability whatsoever.
20. If any incident of theft/pilferage by the worker of the contractor is reported causing pecuniary loss of the Government, the entire cost will be recovered from the firm besides annulments of the contract. If any action or inaction on the part of workers of the contractors causing damage to contracted items is reported then full amount

equivalent to that of damaged article will be recovered from the contractor in addition to any other action as deemed appropriate by the Competent Authority.

21. MMTC reserves the right to terminate the CAMC at any time during the contract period, if services of the contractor are not found satisfactory. The decision of the MMTC will be final and binding on the contractor.
22. Any dispute or difference whatsoever between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or 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 shall apply to such arbitration proceedings. The venue of Arbitration shall be New Delhi. The award given by the Arbitral Tribunal shall be final and binding on the parties.
23. All previous correspondence entered into by the company before entering into a contract / agreement shall be null and void and the terms of contract supersedes the previous advice / acceptance in this regard.
24. Copy of the tender document along with the terms and condition should be signed by the concerned authorized representative to convey the acceptance of terms and conditions.
25. The scope of work of the proposed CAMC is as per Annexure IV attached.

( S.B. Mathpal )  
Addl. General Manager

**TECHNICAL BIDS**

1	Name of the firm	
	Address (with Telephone No.)	
	Contact Person with Mobile No.	
	E-mail address	
2	Name of Bankers	
	Address	
3	Status Proprietary/Partnership/Pvt./Public/ltd. Co.	
4	PAN Number (Enclosed copy of Pan No.)	
5	TIN/Service Tax No. (Enclose copy of TIN/Service Tax No.)	
6	Details of Past Experience in the same trade (Please enclose copies of orders received from Govt. /Semi Govt. /PSUs /MNC organization.	
7	Tender Fee Rs.500/- paid vide	
8	Earnest Money of Rs.20,000/- paid vide	

Declaration:



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

( Signature with Stamp of Tenderer )

ANNEXURE – III

FINANCIAL BIDS

S.NO.	Air Conditioner (AC)	Rates Per unit (Rs.)	Cost (Including Taxes)
1	Air conditioning Per unit per annum (i) Split 1.0 ton (ii) Split 1.5 ton (iii) Split 2.0 ton (iv) Window 1.5 ton (v) Tower AC 2.0 ton (vi) Tower AC 4.0 ton (Note: The term maintenance will include : Oiling, greasing, servicing, gas charge, wiring, cleaning, electrical parts, air filter, repair of compressor, repair and replacement of motor		
2.	Installation/Dismantle of charges with material (applicable only when the location of the AC changes on the direction of the MMTC) (i) Window AC (ii) Split AC (iii) Tower AC		
3	Cost of New Compressor (ISI) marked		
4	Body replacement of AC per unit (i) Window AC (ii) Split AC (iii) Tower AC		
5	Heating Kit (Per Kit)		
6	Cooling Kit (Per Kit)		
7	Copper tube pipe		
8	PVC drain pipe		
9	Inner Unit of split AC		
10	Outer Unit of Split AC		
11	AC Stabilizer (Comprehensive maintenance per stabilizer per annum)		

( Signature of the authorized person)

Name:

Designation :

Seal :

Date:

Place:

## ANNEXURE –IV

### SCOPE OF WORK

Under the proposed CAMC the contractor will be required to do the full and comprehensive maintenance, Gas filling, repairs including replacement of all parts as required including servicing. At present the numbers of AACS and Water Coolers installed in the MMTC Scope Complex and residential of Sr. Officer of MMTC are as follows:

1. Window AC (1.5 ton )	54
2. Split AC ( 1.0 ton)	01
3. Split AC (1.5 ton)	43
4. Split AC (2.0 ton)	05
5. Tower AC (2.0 ton )	05
6. Tower AC ( 4 ton)	02
7. Water Cooler	10

Above mentioned number of ACs and water Coolers may increase or decrease.

2. The CAMC rates should be an “All inclusive lump sum Rates” per unit in respect of above said-5 machines i.e. Window AC, Split AC and water cooler respectively. This all inclusive lump sum rates will be for a comprehensive overall maintenance including cost of all repairs and replacement of parts required to keep them functional.

3. It may specifically be noted that the contract rates tendered here-under would include, where as necessary without any extra cost:

- a) Rewinding of burnt motors of air-conditioners
- b) New condensers of air conditioners
- c) Pair of bushes of air-conditioners
- d) Off and on switches and knobs of air-conditioners and voltage stabilizers
- e) Gas Charging
- f) Carrying out pressure leak testing including vaccummising the system at a maximum temperature of 130F to 150F.
- g) Liquid line strainer and overload protective device
- h) Any other items necessary for efficient running of the air-conditioners and voltage stabilizers.

4. No other charges repeat any other charges: apart from the approved lump sum CAMC rates, will be payable by the MMTC.

5. As mentioned in terms & conditions of the Tender Notice, payment will be made for that number of machines actually repaired/maintained, subject to conditions specified in the Tender Notice.

6. In case at any time during the currency of the contract if the MMTC so desires to discontinue the use of any machine(s) payment in respect of that/those machine(s) will be made for that specific period on pro-rata basis.

7. The period of maintenance contract will be initially valid for a period of one year and shall expire after one year from the date of approval to be indicated in the maintenance contract. However, if MMTC deems it necessary and subject to the satisfactory services of the Contractor during the initial maintenance, contract may be extended for a further period of one year on Annual basis with mutual consent of the MMTC and Contractor.

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