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भारत सरकार का उपक्रम

MMTC
LIMITED

A GOVT. OF INDIA ENTERPRISE

touching lives, adding value

MMTC LIMITED

(A Government of India Enterprise)

“MMTC House”, C-22, E-Block, Bandra-Kurla Complex

Bandra (East), Mumbai – 400 051.

Phone: 022-61214500/4588 Fax: 022 -26572541

E-mail: mmtcmumbai@mmtclimited.com : Website: www.mmtclimited.com

ADMINISTRATION DIVISION

Tender No. MMTC/Mum/Admn(Electric)/05/2017-18

Dated: 05.05.2017

TENDER DOCUMENT

E-NIT FOR EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION

AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC,

BANDRA(EAST) MUMBAI-51.



**E-NIT FOR EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION
AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC,
BANDRA(EAST) MUMBAI-51.**

No. MMTC/Mum/Admn(Electric)/_05_/2017-18

Dt.05.05.2017/

Technical BID

Part – 1

Start date for Downloading tender documents	05.05.2017 ✓ From 10:00 Hrs
Last date for Downloading tender document	29.05.2017 ✓ up to 12:00 HRS
Due date of tender submission (Technical & Price Bid)	29.05.2017 ✓ Up to 14:00 HRS
Technical Bids opening Date	29.05.2017 ✓ at 14.30 HRS

Downloaded by:

M/S



**E-NIT FOR EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION
AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC,
BANDRA(EAST) MUMBAI-51.**

No. MMTC/Mum/Admn(Electric)/_05_/20117-18

Dt._05.05.2017

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BANDRA(EAST) MUMBAI-51.**

No. MMTc/Mum/Admn(Electric)/_05_/2017-18 ✓

Dt.05.05.2017 ✓

Appendix

1. Period of AMC : Initial for one year (12 monhts)
Mutually extendable to 12 months. ✓

2. Security deposit : As per relevant clause of NIT. ✓

3. Participation Fees (Non refundable) : Rs. 1000/- (Rupees One Thousand Only) in
Through e-payment (NEFT/Fund Transfer) in Axis
Bank Ltd. BKC Branch, Bandra(E)Mumbai.
Current Account No. 230010200004688 IFSC
Code: UTIB0000230 and submit letter mentioning
UTR Number.



E-NIT FOR EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC, BANDRA(EAST) MUMBAI-51.

No. MMTC/Mum/Admn(Electric)/_05 /2017-18 ✓

Dt.05.05.2017 ✓

NOTICE INVITING TENDER (NIT)

MMTC Limited invites E-bids for “EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC, BANDRA(EAST) MUMBAI-51.

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

However, hard copy of Technical Bid with Non-refundable participation fee of Rs 1000/- (Rupees One Thousand Only) in the form of NEFT/Fund Transfer in MMTC Limited Axis Bank Limited, BKC Branch, Bandra,Mumbai_Current_Account_No: **230010200004688**, IFSC Code : UTIB0000230 and submit letter mentioning UTR number to get tender form or may download the same from website – www.mmtclimited.com or [www.eprocure.gov.in.](http://www.eprocure.gov.in)) shall be sent in physical mode to reach the Office of General Manager, 3rd floor, MMTC Limited, MMTC House, BKC, Bandra(E) Mumbai-400 051, before **14.00_hrs of 29.05.2017.**

1. Eligibility Criteria / Proof of Eligibility:

- a) The agency should have overall turnover of minimum Rs.5 Lacs (Rupees Five Lakh Only) in electrical work and maintenance last three years i.e. 2014-15, 2015-16 & 2016-17 and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
- b) The agency should have minimum 5 years experience of electrical work and maintenance in Central Government/State PSU(s)/State Government Department/Semi-Govt. Department / PSU/MNC and should submit copies of award letters in support thereof duly attested.
- c) The firm should have got valid license issued by Government or competent authority and CPWD.(copy to be attached) The work shall be carry 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 and BIS if not in CPWD specification. In case of any clarification about the specification to be followed./ adopted for a particular item, the decision of the Regional Head shall be final and binding.
- d) Firm must have income tax, PAN and service tax copy to be submitted
- e) List of supply order related to electrical work and maintenance executed by the firm, in MMTC Limited to be provided in technical bid.
- f) Offer should be as per tender specification, any deviation in the offer should be clearly indicated.
- g) Firm has to produce certificate duly ink signed by CA for status whether firm is proprietary/partnership, etc.
- h) Firm must deposit tender non-refundable tender fee of Rs. 1000/- and Rs. 50,000/- as EMD through RTGS/NEFT/fund transfer in the account of the MMTC Limited, payable at Mumbai. Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No : **-230010200004688**



IFSC Code : - UTIB0000230

- i) The firms registered in MSME/NSIC are exempted from the payment of EMD and Tender fee.
- j) The firm should submit financial capability through latest report along with balance sheet, profit and loss statement.
- k) Submission of bid will be only through e-tender process only.
- l) Any firm run by proprietor belongs to SC/ST Category and Women may be given priority.
- m) Service tax will be payable as per latest notification applicable.
- n) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
- o) Income Tax returns for the last three financial years.
- p) Legal status/Type of the company.
- q) List of Board of Directors.
- r) *Solvency Report from your banker.*

2. List of documents :

Technical Bid should be accompanied by the following documents:-

- a. Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.
- b. Profile of Organization (Bidder).
- c. PAN/Aadhar Card (self attested copy of the certificate)
- d. Power of Attorney/Authorization in favour of signatory of Tender documents.
- e. 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 and income tax returns for the last three financial years.
- f. Authorization letter, *with attested photograph*, in favour of the official attending the bid opening process.
- g. Solvency report from nationalized bank.
- h. Memorandum of Association or Article of Association along with name, address and photos of Directors.
- i. Copy of work order of last three years executed in government organization.
- j. Turnover statement during the past three years supported by balancesheet and IT returns.
- k. Copy of APGST/VAT/WCT/Service tax/Registration certificate.
- l. List of machinery owned by bidder.
- m. List of qualified engineers employed by the bidder.
- n. Bidder should have all the statutory government license i.e., supervisor, 11kv and electrical work permit license.

Bids without above documents will be liable for rejection.

3. Interested bidders may obtain the tender document from website site i.e., mmtclimited.com, www.eproc.gov. by paying Rs.1000/- through e-payment(NEFT/Fund transfer and copy of submit UTR number)

- 4. (a) **Last date and time for submission of bids 29.05. 2017 up to 14.00hrs.**
- (b) **Opening of Technical Bids on 29.05.2017 at 14.30 hrs.**

5. MMTC Limited reserves the right to reject any one or all the tenders, either in full or in part and no claim whatsoever shall be entertained on this account.

6. All payments (except EMD) made to MMTC Limited, Mumbai should be through e-payment only (RTGS/NEFT/Fund Transfer) in Axis Bank Limited, BKC Branch, Bandra,



7. Envelope No. 1- TECHNICAL BID : Part –I

- a) Each page of the tender document should be signed by the bidder as token of acceptance. If any deviation is 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.
- b) Copy of the bidder's price schedule with indicating price.
- c) Earnest Money Deposit as laid down in the instruction to bidders.
- d) Constitution of the tendering form i.e., sole proprietorship or partnership firm and Article of association in case of a Public Limited Company.
- e) List of three years executed AMC works for government/private firms along with Xerox copies of work orders /purchase orders.
- f) Statement showing the turnover during the past three years supported by balance sheet or income tax returns duly signed and stamped by their statutory auditors.
- h) Other state/Central Govt agency registration certificate.
- i) Firm registration certificate (in case of firm)
- j) Latest profile of the bidder.
- k) List of machinery owned by the bidders which would be used by the successful bidder in connection with the discharge of their AMC.
- l) List of qualified engineers employed by the bidders.
- m) The bidders should have all statutory government licences, i.e., supervisory 11 kv and electrical work permit licenses.
- n) MMTC is not responsible for the loss of documents or for the delay in transit.
- o) All the above documents forming Part-I of the tender shall be SEALED and super scribed with "Technical bid PART-I, Technical Bid – Name of work & Due Date"

Senior Manager (Administration)

**E-NIT FOR EMPANALMENT OF ANNAUL MAINTENANCE CONTRACT FOR OPERATION
AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC,
BANDRA(EAST) MUMBAI-51.**

No. MMTC/Mum/Admn(Electric)/_05 /2017-18

Dt.05.05.2017

SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. The e-Tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a onetime activity independent of each other) as given below:

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for



obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to <https://mmtc.eproc.in> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

2 For any assistance on e-bidding process , please contact :

HELP DESK TIMINGS : 1000 HRS TO 1830 HRS IST (MONDAY TO FRIDAY(Exclusions: MMTC HOLIDAYS))		
Contact Nos . +91-124-4302000 for help desk officers		
Dedicated help desk for MMTC		
Name	Email-id	Phone Number
Pankaj Kumar Verma	Pankaj.verma@clindia.com	+91-9910433177

- 3 Non Refundable** Participation Fee of Rs 1000/- (Rupees One Thousand Only in the form of e-payment (NEFT/Fund Transfer in Axis Bank BKC Branch Bandra, A/c No. 230010200004688, IFSC Code –UTIB0000230) in original along with Technical bid portion hoisted by MMTC and downloaded by bidders, duly signed and stamped in sealed cover, should reach us in physical form as well on or before the closing date and time of the tender, as a mark of acceptance. The sealed envelope should be super-scribed as “Technical Bid of E-NIT for empanelment of annual contract for operation and maintenance of electrical installation at MMTC House, C-22, E-Block, BKC, Bandra (E) Mumbai 400 051” having name, address, and telephone Nos. of the bidder. The required enclosures as per tender check-list and Price bid shall be submitted through e-mode only.

For details, please visit www.mmtclimited.com, www.eprocure.gov.in & <https://mmtc.eproc.in>.

The technical bids (Part-1) shall be opened on 29.05.2017 at 14.30 hours. The date and time for opening of the Price bid shall be informed later to the bidders who qualify in the technical evaluation through phone/e-mail at the phone number/e-mail address given in their technical bid.

Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Price bid.

Yours faithfully,
For on behalf of MMTC Ltd.

Senior Manager (Admn)



**E-NIT FOR EMPANALMENT OF ANNUAL MAINTENANCE CONTRACT FOR OPERATION
AND MAINTENANE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC,
BANDRA(EAST) MUMBAI-51.**

No. MMTC/Mum/Admn(Electric)/_05_/2017-18

Dt.29.05.2017

INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

The bidder shall submit the tender in two bid system. **PART – 1** shall be **TECHNICAL BID**,
PART – II shall be **FINANCIAL BID**.

The bidder shall enclose the following papers, documents with the Bid:

ENCLOSURES TO PART – I (THROUGH E-MODE & PHYSICAL MODE):

1. THE NON-REFUNDABLE PARTICIPATION FEES OF RS. 1000/- (Rupees One Thousand only) THROUGH E-PAYMENT (NEFT/FUND TRANSFER) AND UTR COPY HAVE TO BE SUBMITTED. If submitted – tick (yes)
2. PROOF IN SUPPORT OF VALID REGISTRATION WITH STATUTORY AUTHORITIES: PAN NO, SERVICE TAX, ETC. **If submitted – tick (yes)**
3. CERTIFIED COPY OF ‘ANNUAL TURN-OVER’ FOR THE LAST THREE CONSECUTIVE FINANCIAL YEARS DULY AUDITED INDICATING ANNUAL TURNOVER, BALANCE SHEET, INCOME TAX RETURNS, P&L ACCOUNT ETC TO BE SUBMITTED. **If submitted-tick (yes)**
4. COMPLETE PROFILE OF THE ORGANIZATION. **If submitted- tick (yes)**
5. PROOF OF FINANCIAL SOUNDNESS DURING THE LAST THREE FINANCIAL YEARS / ATTESTED COPY OF SOLVENCY CERTIFICATE ISSUED FROM THE SCHEDULED / NATIONALIZED BANK. **If submitted – tick (yes).**

Foot Notes:

1. **The tender shall be liable for rejection at the option of the MMTC Limited, if the party fails to submit any one of the above documents.**
2. **It should be noted that no price / rate indication directly or indirectly be reflected in anyway in the Part – 1 (Technical Bid).**



ENCLOSURES TO PART – II (THROUGH E-MODE ONLY):

1. **PRICE BID: In prescribed format DULY FILLED AND SIGNED.**

FOR AND ON BEHALF MPMC LIMITED

**Sanjay Ramraje
Senior Manager(A)
MPMC Limited,
C-22, E-Block,
BKC, Bandra(E),
Mumbai –400 051.**

N.B: Contact person for any clarification: Shri Sanjay Ramraje, Sr. Manager (Admn),
Phone: 022-61214588.



GENERAL INSTRUCTIONS FOR BIDDERS**SECTION - I****1. Receipt of Tender Document :**

Technical Bid portion along with Participation fee in original to be submitted in physical form as mentioned at Clause No. 3 of Special terms and conditions of e-tender, if sent by post, shall be through Registered post/ Speed post and must reach the above said address on or before the closing date & time, failing which the bids will be treated as late tender and rejected.

Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. 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 OR Hindi. The use of Erasers and over writing are not allowed. The tender shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.

2. Opening of bid :

- a. Technical Bid will be opened at 29.05..2017_ hrs on 1430 hrs.
- b. Date and time for opening of Financial Bid shall be informed later to the bidders 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. The tender opening official(s)/Committee will prepare a list of the representatives attending the tender opening. The list will contain the representative's name & signatures and corresponding bidder's name and address.

3. Interest free Security Deposit :

The successful bidder (L-1) shall be required to deposit an interest free Security Deposit equivalent of Rs. 50,000/- (Rs. Fifty Thousand Only)

4. Important Instructions to bidders :

- a) Tender documents must be page numbered, signed & stamped by Authorized Person.
- b) 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.
- c) If the date fixed for opening of bids is subsequently declared as holiday by MMTC Limited the bids will be opened on next working day, time and venue remaining unaltered.
- d) Rate should be quoted net, excluding all taxes, and should be submitted as per the Financial Bid Format.



- e) Financial Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
- f) 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 tender process.
- g) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- 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 a agreement as per the prescribed format contained in **Section- IV** of tender document.
- l) This bid document shall form a part of the contract agreement. 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. **TENDER VALIDITY** :-

- a. The tenders 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.
- b. In exceptional cases, the bidders may be requested by MMTc Limited to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email followed by surface mail. 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 tenders are to remain valid is subsequently declared a holiday or closed day, the tender validity shall automatically be extended up-to the next working day.



SECTION - II

1. SCOPE OF TENDER :

- a) The successful L-1 bidder shall sign a AMC Agreement within 15 days of the acceptance of bid.
- b) The successful L-1

2. SUBMISSION OF BIDS:

e-bids should be submitted through e-tender :

All the documents should be self attested and stamped by authorized person.

Price Bid, as required in this tender document.

3. SECURITY DEPOSIT :

- a. Within 7 days of the issuance of work order L-1 bidder shall furnish to MMTC Limited an interest free Security Deposit of Rs. 50,000/-(Rs. Fifty thousand only) in through e-payment (NEFT/Fund Transfer in Axis Bank BKC Branch Bandra, A/c No. 230010200004688, IFSC Code –UTIB0000230)only. Thereafter, within fifteen days, the AMC agreement shall be signed by both the parties.
- b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the L-1 bidder's failure to discharge its obligations under the leave and license Agreement, including payment of leave and license rent.
- c. The Security Deposit will be returned interest free by MMTC Limited after completion of the AMC. Security Deposit, as deemed fit by MMTC, will be effected on account of damages, if any, caused to the property.

4. MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS :

MMTC Limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of AMC without assigning any reason whatsoever and without thereby incurring 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 the MMTC Limited to enter into an agreement with the successful bidder for leasing out the premises on rent.
- b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with a DD for interest free Security Deposit Rs. 50,000/-as mentioned above, in conformity with terms of bid document.



6. **SIGNING OF AGREEMENT:**

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of leave and license to the bidder(s). Detailed leave and license Agreement as per **Section-IV** shall be signed within fifteen days from the date of receipt of e-payment in MMTC Ltd., account for interest free security deposit equivalent to six months leave and license rent, as described above/ or payment through e-payment mode.

7. **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 fails to do so, the matter will be referred to the Chairman-Cum-Managing Director, MMTC Limited, Scope Complex, Lodhi Road, New Delhi.110 003, whose decision shall be final and binding.

8. **LIQUIDATED DAMAGES:**

Should the Bidder(s) fail to perform contractual obligations including payment of monthly leave and license rent within the period prescribed in the leave and license Agreement, for one month delay, MMTC Limited shall be entitled to recover the leave and license Rent along with simple interest calculated as per the prevailing bank rate and for the subsequent delays @ 18% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and **binding on the parties**.

9. **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. Any waiver/Extension of time in respect of the delivery of any installment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

“If operation of such circumstances exceed one 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 15days 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 with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM etc.

10. **TERMINATION FOR DEFAULT:-**

MMTC Limited may, without prejudice to any other remedy for breach of contract, by written notice of 7 (seven) days, sent to the bidder, terminate this contract in whole or in part. **Further, MMTC reserves the right to terminate the contract under the following circumstances:**



- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the leave and license agreement, or any extension thereof granted by the MMTC Limited pursuant to clause 7, Section II.
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the MMTC Limited may authorize in writing) after receipt of the default notice from the MMTC Limited.
- c) In the event, the MMTC Limited terminates the contract in whole or in part, the MMTC Limited may proceed, upon such terms and in such manner as it deems appropriate.

11. TERMINATION FOR INSOLVENCY:-

MMTC Limited may at any time terminate the Contract by giving *30 days prior* written notice to the Bidder, without giving compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MMTC Limited.

12. SIGNING OF AGREEMENT:

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of leave and license to the bidder(s). Detailed leave and license Agreement as per **Section-IV** shall be signed within fifteen days from the date of receipt of e-payment in MMTC Ltd., account for interest free security deposit equivalent to six months leave and license rent, as described above/ or payment through e-payment mode.

13. DISPUTE RESOLUTION MECHANISM:-

- a) 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 fails to do so, the matter will be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and subsequent amendments thereof. The dispute shall be adjudicated by sole arbitrator to be nominated by CMD, MMTC Limited,, New Delhi.110 003, whose decision shall be final. Venue shall be New Delhi.

14. LIQUIDATED DAMAGES:

Should the Bidder(s) fail to perform contractual obligations including payment of monthly leave and license rent within the period prescribed in the leave and license Agreement, for one month delay, MMTC Limited shall be entitled to recover the leave and license Rent along with simple interest calculated as per the prevailing bank rate and for the subsequent delays @ 18% penal interest. Quantum of liquidated damages assessed and levied by MMTC Limited shall be final and **binding on the parties**.

15. 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. Any waiver/Extension of time in respect of the



delivery of any installment shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

“If operation of such circumstances exceed one 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 15days 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 with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM etc.

16. 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.

17. HOLIDAY LISTING :

Notwithstanding anything contained in this agreement, MMTC’s policy for holiday listing of an agency mutandis applies to this agreement and in the event, the agency(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 agency(s) in accordance with the policy in force.

18. UNDERTAKING :

The licensee 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.

LIST OF MAJOR EQUIPMENTS

1) D.G. Set – 200 KVA air cooled DG Set - 1 nos.	
2) Electrical	Total Qty (Appx)
i) Lift lobby, common passage & Compound lighting :	
a) Light points	300 nos.
b) Fan and Exhaust fan point for similar Area as above.	10 nos.
c) 6 Amps plug points – same as above area.	50 nos.
d) Distribution board having RCCB/ELCB/MCBS (upto floor DB i.e., 8 th floors)	24 nos.
e) Switch boards/power panel with SW Fust units/instruments/Starters,etc.	40 nos.
f) Earthing stations	12 nos.
g) Earthing strips and wires.	Lot size
h) Lighting conductors	5 sets
i) Wiring lights	2 nos
j) Public address systems	1 no.
k) Various types of lights fittings(for area same as item no.a)	700 nos.
l) Substation equipment comprising 11 KV	1 no.
m) VCB, 750 KVA transformer, interconnecting cable, Bus Duts, etc., busbar, LT/HT panels.	--
n) Engineering panel/Relay switch gears etc.	1 set
o) Capacitor bank panel.	1 no.



SECTION – III

FINANCIAL BID

NAME OF THE BIDDER : _____
ADDRESS : _____

Sl. No.	Description of work	Rate per AMC (in INR) excluding taxes.
1	Complete Round the Clock operation and Repair/Routine Maintenance of electrical installations including substation, day to day routine maintenance of 750 KVA dry type transformer HT/LT panels switch gears, operation of DG Set, switch boards/boxes, electrical wiring, etc., as required under the terms of tender/agreement, except items specifically excluded from scope of this items (refer section 6, point 12- a,b,c) and complete operation and maintenance of water supply and sump pump-moor sets, etc., as required under terms of tender/agreement. (Ref. Section 5, Point 3-a,b,c) for items excluded from Scope)	

In words (Rupees _____)
(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)
I/We accept all the terms & conditions mentioned in the tender document.

AURHORIZED SIGNATORY _____

NAME : _____

Name of the Company/Firm _____

Date :

Seal of Company/Firm



SECTION – 4

GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1 The tenderer will have to enter into a prescribed service agreement with MMTC for the performance of work as per terms and conditions.
- 2 Notwithstanding anything contained, in contract documents, the workmen, supervisors and other employed by the contractor shall be regarded as contractors employees and MMTC shall not be liable to make any payment to them or any contribution on account of them.
- 3 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.
- 4 MMTC will not make available, any accommodation for contractors workmen.
- 5 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, from the sum available as security deposit with MMTC and/or from any other payment due to the contractor.
- 6 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.
- 7 The contractor shall abide by the security requirements of MMTC.
- 8 The contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety and testing equipments, tackles, and and all equipments e.g. chain pully blocks, ladders, ropes, megers, torches, vaccum cleaners, blowers etc required in performance of their services.
- 9 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.
- 10 Scope and specifications shall be read in conjunction with the General conditions of the Contract, any other documents forming part of this contract wherever the context so requires.
- 11 Except for material specifically mentioned for provision by the contractor, 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.
- 12 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.
- 13 The contractor should frequently visit the site and liaison with Engineer in-Charge to ensure smooth running of services and sort out pending complaints/issue(so, if any).
- 14 Contractor's workmen shall report to maintenance office well in advance preferably 30 minutes before the start of the shift timings.
- 15 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.
- 16 While on duty, contractor's workmen are required to wear the uniform of colour and style approved by MMTC. The contractor shall provide the uniforms to his workmen at his own cost.



- 17 The contractor shall provide all his workmen with identification badges with photographs duly authenticated by MMTC. MMTC on specific request of the contractor shall issue identity card to his workers engaged after verifying their antecedents.
- 18 The workmen employed by the contractor shall wear these badges at all times while on duty within company's premises, clearly visible to the MMTC security Guard/Watchmen. Any such workmen, failing to do so, shall upon request of security/MMTC, be taken off the duties and shall not be allowed entry into the premises and those doing so habitually shall be withdrawn from this site upon MMTCs asking within 24 hours during which period contractor shall make alternative arrangement.
- 19 The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by CPWD/BIS/State Govt for the specified works.
- 20 This is a labour contract which include effective maintenance of essential service water and electric supply and various other equipments in the building. Maximum care shall be taken to avoid breakdown(s) as far as possible.
- 21 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.

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 .
- 22 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.
- 23 The complaints shall be attended and signature with date is to be obtained from user/occupants clearly defining therein the repairs/replacement undertaken.
- 24 The workmen to be indicated in Annexure-I 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.
- 25 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.
- 26 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.
- 27 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.

- 28 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 contractors risk. MMTC shall be indemnified against claim/compensation on any account.
- 29 (a) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act 1970.
(b)The contractor shall also comply all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
(c)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.
(d)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.
- 30 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.
- 31 The contractor shall also ensure that the contract labour is medically fit and in sound mind and health.
- 32 The contractor shall also ensure that the workmen and the supervisors employed by him are not minors.
- 33 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.
- 34 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.
- 35 Water/electricity required for carrying out repairs/maintenance work and for contractors site office shall be issued free of cost.
- 36 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.
- 37 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(A&E) shall be final and binding.
- 38 The supervisor/electrician/mechanic/operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
- 39 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.
- 40 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 agency at the risk and cost of contractor and the expenditure so incurred plus 20% of the same shall be recovered from the contractors payments/security available. In case of any dispute, the decision of MMTC shall be final



- and binding on the contractor.
- 41 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.
- 42 The MMTC shall have the right to terminate the contract by giving one month's notice, 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. MMTC is not bound to give reasons for such termination of contract.
- 43 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.
- 44 The contractor shall submit the bill pertaining to the repair and maintenance for the work done during the previous calendar month. 5% retention money shall be deducted on monthly bill. The security deposit of Rs.50000/- shall be refunded to the contractor after a period of 3months counted from the expiry/termination of contract. The three month period shall be treated as defect liability period.
- 45 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).
- 46 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 good by other agencies and recover the expenses from the contractor (for which the certificate of the Engineer in charge shall be final).
- 47 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.
- 48 Notwithstanding the sub-division of the document into the separate section every part of each section shall be deemed to be supplementary and complementary of every other part and shall be read with accordingly.
- 49 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.
- 50 Any dispute/difference arising from the execution of or in connection with this contract shall be settled through amicable consultation between the parties at the level of GM, RO Mumbai. In the event that no amicable settlement is reached through such consultation , the dispute shall be referred to the Sole Arbitrator to be nominated by the GM (Incharge) of R.O., Mumbai. The Arbitration shall be governed by the Arbitration & Conciliation Act 1996. The venue of Arbitration shall be Mumbai.



SECTION – 5

SCOPE OF WORK AND SPECIFICATIONS FOR WATER AND SUMP PUMP-SETS

SCOPE

- 1 Primary function of this section is to ensure efficient service and to carry out requisite repairs/replacement and attending to complaints. The following works are to be undertaken from 8a.m. to 10p.m. on all working days.
- 2 Operation and maintenance of water and sump pump – motor sets.
3. The following items are excluded from the scope of this work:-
 - a) Rewinding and major repair e.g. machine work, shaft/impeller replacement etc to pump motor sets. However, labour for replacement of ball/bush bearing, replacement gland-packing and accessories, tightening of belt is included.
 - b) Consumable items such as grease, kerosene oil, mobil oil., wire brushes, nut & bolts and washers, PVC insulation tapes, safety gloves and gland-dory etc., to be supplied by the contractor within the quoted rates.
 - c) Spare and material except for items specifically mentioned to be provided by the contractor under clause 5.3 shall be provided by MMTC free of cost for replacement/repair of pump motor set and other works as required.

O & M OF WATER SUPPLY & PUMPING SETS

- a The contractor shall provide experienced workmen holding valid licenses for complete operation and maintenance of water and sump pumps including pump panel as requirement.
- b The following works are to be undertaken by the contractor.
- c Checking to be done to notice abnormal operational noise in the running of pump motor set and corrective action to be taken as required.
- d Checking to be done for overheating of pump motor set and corrective action be taken as required.
- e The responsibility for the inspection, maintenance, servicing and requisite inspection of pumps, motors, water level controls etc. shall totally lie with the contractor for ensuring smooth working and serviceability of the pumps, motors and other connected electrical switch boards/cable etc. of the system.
- f All pumps and motors shall be serviced by experienced mechanic/electrician once a month.
- g Any leakage due to pumps or otherwise is to be checked and corrective action should be taken immediately. The contractor is required to carry out periodical greasing, replacement of gland required to carry out periodical greasing, replacement of gland packing, inspection and cleaning of pumps, strainers, repair/replacement of non return valves and foot valves within quoted rate.
- h Pump and motor shaft and coupling should be periodically checked for alignment and tightness of nuts and bolts.
- i Motor terminal shall be checked periodically and corrective action to be taken as required. Dismantling, decoupling and refixing of pump motor set to be done as required within the quoted rates.
- j Contractor shall ensure proper ground earthing of motor and requisite corrective action is to taken.
- k The contractor should attend to the breakdown of water supply on priority basis. Records of the break down should be maintained by him as directed by MMTC. Efforts should be made on war footing to restore water supply so that regular supply to users is maintained. If need, be the extra workmen shall be arranged by the contractor within quoted rates.
- l Maintenance of logbooks indicating daily starting/stopping of various pumps, suction and discharge pressures etc., as required.
- m All the monthly maintenance bills are to be submitted to MMTC along with monthly roster, register, log book to MMTC.



SECTION – 6

SCOPE OF WORK AND SPECIFICATIONS FOR ELECTRICAL WIRING, ELECTRIC SUB-STATION, HT/LT SWITCH GEARS AND OPERATION OF D.G. SET

SCOPE

- 1 The primary function of this section is to ensure efficient service and to carry out all the electrical works, except those specifically excluded under clause 6.2.1 to 6.2.3 including requisite repair/replacement and attending to the complaints. It covers the following works to be carried out round the clock on all days as required.
- 2 Operation and Maintenance of sub-station equipment e.g. transformer, HT/LT panels including vacuum circuit breaker, main MV panel, Emergency power panel, emergency lighting panel, capacitor panel and distribution switch boards/gears etc.
- 3 Operation of D.G. set.
- 4 Maintenance of electric wiring system including rising mains, floor distribution switch boards including maintenance of light/fan/plug points/fittings etc. for Ground floor, first floor, second floor, third floor, fourth floor and common areas like lift lobby, services shafts, terrace, basement, common passage/staircases, AHUs, compound lighting etc.
- 5 Repair/maintenance to electric supply to the lifts and electrical fittings provided in the lift car such as tube light, exhaust fan etc., and electric light fitting in the lift shaft.
- 6 Maintenance of electric supply to central air-conditioning plant.
- 7 In areas occupied by users other than MMTC, maintenance of distribution switchboard of rising mains is included.
- 8 Maintenance of lightning arrestor and aviation light and glow sign board etc.
- 9 Preventive maintenance of electrical installations.
- 10 Maintenance/repair/replacement of cables/interconnecting cables as required.
- 11 Overhauling and periodical maintenance of HT/LT switch gears/panels.
- 12 The following items are specifically excluded from the scope of this section.
 - a) Addition/new work after award/commencement of maintenance of contract.
 - b) Annual overhauling of transformer/servicing of substation equipments and Half yearly breakdown of substation. Re-wiring of more than ten electric points in a month, complete overhauling/installation of more than ten tube light fittings in a month.
 - c) Unless specifically included, maintenance of switch board/wiring points/switches/fittings etc., in interior floor area which is to be undertaken by the respective users.
- 13 The contractor shall provide supervisor, sufficient experienced workmen holding valid license(s) for operation and maintenance under clause 6.1 to 6.1.10

O & M ELECTRIC SUBSTATION, HT/LT PANEL – with yearly test report.

- 1 The material and workmanship should generally be undertaken as per relevant CPWD specifications/Bureau of Indian Standard specifications unless specifically overridden by these specifications.
- 2 Contractor shall ensure efficient attending to of the emergency, routine complaints in utmost quality workmanship commensurate with good engineering practices using quality material of approved make.
- 3 Emergency complaints like replacements of fuses, short circuits, single phasing, temporary wiring for defective portion etc should be attended to within one hour from the time of receipt of complaints.
- 4 Routine complaint like replacement of fuses bulbs, tubes, switches, sockets repairing of fans/regulators etc. should be attended immediately from the time of receipt of complaints/instructions from engineer incharge or from occupants/user's.
- 5 MMTC may at its sole discretion extend the scope of work to additional accommodation / interiors. The rates of items so extended shall be worked out on the basis of existing rates



- or mutually agreed between MMTC and the contractor in case the rates can not be derived from the existing rates in the tender.
- 6 Supervisor, electricians and helpers on duty shall be available in the maintenance office during the complete duty time.
- 7 Generally, following types of works are also required to be undertaken by the contractor within quoted rates:-
- 8 Detection of faults in all types of wiring such as surface conduit, cables etc. and rectifying them by removing the defects as required.
In concealed circuit system of wiring where conduits are damaged rewiring shall be carried out as directed.
- 9 Removal of defective pedestal/exhaust fans and refixing them after repairs, fixing new exhaust fans.
- 10 Minor repairs to fans, overhauling greasing and oiling as and when required.
- 11 Attending to electrical complaints in any area in the building in case of emergency.
- 12 Testing and periodic checking of all electrical installations and carrying out preventive maintenance as required and as directed by Engineer in-charge.
- 13 Minor modifications to existing installations.
- 14 Maintenance of electric supply to lifts air-conditioning plant, fire alarm system, telephone system etc.
- 15 The comprehensive maintenance of lift is not included in this contract. However, at the time of break down/supply failure of the lift, the contractor shall render all necessary assistance in evacuation of trapped passengers and ensure restoration of supply.
- 16 All material required for maintenance work except specified under clause 6.5.1 shall be supplied free of cost by MMTC for repair/replacement.
- 17 All minor items such as insulation tape, fuse wires of various capacities, interconnecting flexible wires, screws, nut and bolts, fan hooks, tinned brass clips, nails, gasket, rubber bushing washers, grease, kerosene oil, mobil oil, duster, cleaning brush, dhotis, fuses wires, vim, soap etc., to be provided by the contractor within the quoted rates.
- 18 Contractor shall be responsible for any loss/damage of materials issued by MMTC to him/his workmen. The cost of the same will be deducted adjusted from the retention amount.
- 19 PREVENTIVE MAINTENANCE : The scope of work includes preventive maintenance of electrical installation (LT) installation as per CPWD General Specifications for electrical works part-1 internal (1994) as amended upto date.
- 20 Contractors shall work out time schedule for carrying out preventive maintenance in consultation with Engineer in-charge.
- 21 The contractor shall carry out earth test for each and every installation during the first quarter of the contract period and record shall be maintained.
- 22 Contractor shall make his own arrangements to remove all dismantled / unusable materials such as bulbs, fuses, tubes, starter, switches, cable cuttings etc derived from routine/preventive maintenance to MMTC store at regular intervals.
- 23 The contractor shall abide by and strictly follow all the requirements of safety/security to prevent the accident or damage to the property of MMTC.

OPERATION OF DG SET :

- 1 Topping up of battery set with distilled water as and when required.
- 2 Removing the DG set batteries and transporting the same for the repairs/for charging and refixing in position will be undertaken by contractor within quoted rates.
- 3 The contractor shall carry out daily starting, checking and routine operation of DG set including electrical panel, cooling system, alternators etc.
- 4 All the spares and materials except specifically provided for provision by contractor and fuel for operation work will be supplied by MMTC. The contractor shall extend all



assistance in procurement, transportation/loading and unloading of diesel oil to start DG set within the quoted rates.

- 5 Inspection, minor adjustment and repairs for maintaining the DG set in efficient running condition as per manufacturers manual recommendations/instructions.



AGREEMENT

ARTICLES OF AGREEMENT made this ____ day of _____ 2017 BETWEEN **MMTC LIMITED**, MMTC House, Plot No. C-22, "E" Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051, (hereinafter called "MMTC") (which expression unless repugnant to the context shall include their assigns, representatives) of the **ONE PART** and M/s. _____ (hereinafter called "CONTRACTOR") (which expression unless repugnant to the context shall include its, representatives assigns) of the **OTHER PART**.

Whereas MMTC has floated Tender Notice No. _____ dated _____ calling quotations from interested contractors for Annual Maintenance and Operation Contract of our HT/LT Substation located at MMTC House, Plot No. C - 22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051.

As per Tender, M/s. _____ has emerged as L-1 and the contract @ Rs. _____ per month basis including Service Tax awarded to them as per the Work Order No. _____ dated _____ the service AMC Contract has been awarded for the period from _____ to _____ on the following terms and conditions :-

1. Notwithstanding anything contained, in contractor documents, the workmen, supervisors and others 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.
2. The Contractor shall be fully responsible for any or all acts, omissions & commission of workers engaged by him and shall indemnify and keep harmless MMTC from against any and all losses and expenses thereby caused.
3. MMTC will not make available, any accommodation to contractor's workmen.
4. MMTC shall have the right to adjust unpaid wages payable 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 from the sum available as security deposit with MMTC and/or from any other payment due to the contractor.
5. No claims for extra charges shall be entertained for any reason whatsoever for carrying out emergency breakdown work as per MMTC requirement.
6. The Contractor shall abide by the security requirements of MMTC.
7. The Contractor shall at their own cost and expenses furnish and provide all tools, tool-



- kits, safety & testing equipments, tackles and all equipments e.g. Chain pulley clocks, ladders, ropes, megers, torches, vacuum cleaners, blowers etc. required in performance of their services.
8. The Contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety & testing equipments, tackles and all equipments e.g. Megers, torches, vacuum cleaners, blowers etc. required in performance of their services.
 9. All minor work 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 within quoted rates.
 10. Scope & Specifications shall be read in conjunction with the General Conditions of the Contract, any other documents forming part of this contract wherever the context so requires.
 11. Except for material specification mentioned for provision by the contractor, all other material required for repairs/maintenance work shall be issued at the "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.
 12. The work shall be carried out as specified in the Schedule of work appended on all days including Sundays and Holidays.
 13. The contractor should frequently visit the site and liaison with Engineer Incharge to ensure smooth running of services and sort out pending complaints/issue(s), if any.
 14. Contractor's workmen shall report to maintenance office well in advance preferably 30 minutes before the start of the shift timings.
 15. 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.
 16. While on duty, contractor's workmen are required to wear the uniform and style approved by MMTC. The contractor shall provide the uniform to his workmen within quoted rates.
 17. The contractor shall provide all this workmen with identification with photographs duly authenticated by MMTC. MMTC on specific request of the contractor shall issue identity card to his workers engaged after verifying their antecedents.
 18. The workmen employed by the contractor shall wear these badges at all times while on



- duty within company's premises, clearly visible to the MMTC Security Guard/Watchmen. And such workmen, failing to do so, shall upon request of security/MMTC, be taken off the duties and shall not be allowed entry into the premises and those doing so habitually shall be withdrawn from this site upon MMTC's asking within 24 hours during which period contractor shall make alternative arrangement.
19. The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by CPWD / BIS / State Govt. for specified works.
 20. This is labour contract which include effective maintenance of essential service, water & electric supply & various other equipments in the building. Maximum care shall be taken to avoid breakdown(s) as far as possible.
 21. 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.
 22. 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 substation.
 - 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.
 23. 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.
 24. The complaints shall be attended and signature with date is to be obtained from user/occupants clearly defining therein the repairs / replacement undertaken.
 25. In case of emergency, the contractor shall arrange the additional workmen for attending emergency faults at day time or night including holidays within the quoted rates.
 26. The contractor shall comply with all applicable labour laws, minimum wages ordinances, EPF/ESI acts rules and regulations in respect of this and the employment of workmen, provided by him and shall obtain all such municipal and other govt. permits, licenses 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.
27. The contractor shall be governed under the contract labour (Regulation & 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 work order. The contractor shall get the renewal of the contract labour license from time to time and inform MMTC accordingly.
28. Contractor's shall ensure 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 risk. MMTC shall be indemnified against claim/compensation on any account of whatsoever nature.
- (a) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act, 1970.
- (b) The contractor shall also comply all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
- (c) Contractor shall be liable for claims under the Workmen Compensation Act of 1923 or other Acts and comply all the provisions of the Act.
- (d) If the contractor failed to comply in part or full i.e. Provisions / rules of the said Acts, MMTC reserves the rights to summarily terminate the agreement and take such other actions as may be deemed necessary.
29. 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 requirements. The contractor shall indemnify MMTC from all such penalties, claims, compensations and damages etc. on this contract.
30. The contractor shall also ensure that the contract labour is medically fit and of sound mind and health.
31. The contractor shall also ensure that the workmen and supervisors employed by him are not minors.
32. The contractor should ensure that all installations are in full working conditions and shortfalls, if any is recorded to avoid future disputes. Similarly contractor shall be responsible to handover all the installations service in working conditions on expiry of contract or extended contract period.
33. The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there without the prior written consent of the MMTC.
34. Water/electricity required for carrying out repair/maintenance work and for contractor's



- site office shall be issued free of cost.
35. All operative keys, winches, tools chain pulley blocks, vacuum cleaner, zula 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.
 36. The wok shall be carried out as per schedule period and/or as per CPWD specifications given in the SSR-1977, as amended upto date & BIS specifications in case of any clarification about the specifications to be followed/adopted for a particular item, the decision of GM (Mumbai) shall be final and binding.
 37. The supervisor/electrician/mechanic/operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
 38. 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.
 39. 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 agency at the risk and cost of the contractor and the expenditure so incurred plus 20% of the same shall be recovered from the contractor's payments/security available. In case of any dispute, the decision of GM (Mumbai) shall be final and binding on the contractor.
 40. MMTC shall have right to terminate the contract by giving two month's notice, if the bidder 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 bidder in any manner whatsoever. MMTC is not bound to give reasons for such termination of contract.
 41. Certain other agencies may also be working in the area. Contractor / these workmen shall not create hindrance 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.
 42. The contractor shall submit the bill pertaining to the repair and maintenance for the work done during the previous calendar month 5% retention money shall be deducted from monthly bill. The security deposit of Rs. 50,000/- shall be refunded to the contractor after a period of 3 months counted from the expiry/termination of contract without any interest thereon. The three month period shall be treated as defect liability period.
 43. Except 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 be responsible for the act, 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 employee's 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 expenses from the Contractor (for which the certificate of the Engineer in-charge shall be final).

44. If the contract or his sub contractor or their employee's shall break deface or destroy any property belonging to MMTC or other during the execution of the contract the same shall be make good by the contractor at his own expenses and in default thereof the Engineer in-charge may cause the same to be good by other agencies and recover the expenses from the contractor (for which the certificated of the Engineer in charge shall be final).

a. 44 The material / spare part 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.

b. 45 Notwithstanding the sub-division of the document into the separate section every part of each section shall be deemed to be supplementary and complementary of every other part and shall be read with accordingly.

c. 46 Where any portion of the General Condition of Contract is repugnant to or at variance with any provision of the Scope & Specifications shall be deemed to over-rid the provisions of the General Conditions of Contract and shall to the extent of such repugnance or variation, prevail.

47 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or validity or 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 & Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be at Mumbai.

48 **Force Majeure Clause** : If, at any time, during the continuance of the Lease Agreement, the performance in whole or in part by either party of any obligation under the Agreement is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided

notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the MMTC Limited as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.

49 The stipulated period for the work is one year from the date of award of work. MMTC may at its discretion and subject to bidder's satisfactory performance extend the period of contract by another one year with mutual consent

50 The Tender No. ----- dated ----- shall form the part and parcel of this agreement.

51 Any change, modification, addition in the terms and conditions of this agreement shall be in writing duly signed by both the parties.

This agreement is valid from ----- to -----

The witness whereof the parties have signed this agreement on the day ----of----- 2017.

FOR M/s. MMTC LIMITED

FOR _____

(Signature with Seal)

(Signature with Seal)

In presence of Witnesses :

- 1)
- 2)

