

E-NIT FOR COMPREHENSIVE AMC FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION/EQUIPMENT

No. MMTC/Mum/Admn(EM)/2019-20/02

Date: 31-May-2019



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

ADMINISTRATION DIVISION

No. MMTC/Mum/Admn(EM)/2019-20/02

Date: 31-05-2019

TENDER DOCUMENT

E-NIT FOR ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC, BANDRA (EAST) MUMBAI - 400 051.

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NOTICE INVITING TENDER (NIT)

E-NIT FOR COMPREHENSIVE AMC FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION/EQUIPMENT

No. MMTC/Mum/Admn(EM)/2019-20/02

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MMTC Limited invites E-bids for “COMPHREHENSIVE OF ANNUAL MAINTENANCE CONTRACT FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION AT MMTC HOUSE, BKC, BANDRA(EAST) MUMBAI – 400 051.

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

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

1. GENERAL INFORMATION:

1.	Start Date for Downloading tender documents	31/05/2019 at 15:00 Hrs
2.	Last Date for Downloading tender documents	21/06/2019 upto 14:30 Hrs
3.	Due Date of tender submission	21/06/2019 upto 14:30 Hrs
4.	Opening of Technical Bid	21/06/2019 at 15:00 Hrs
5.	Pre- inspection of the Electrical Installation	Between 03/06/2019 and 20/06/2019
6.	Pre-bid meeting at MMTC House, BKC	07/06/2019 from 12:00 Hrs.
7.	Tender Participation Fee	Rs. 1,000/-
8.	Earnest Money Deposit, if applicable	Rs. 50,000/-
9.	Contract Period	24 Months

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

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

Names and addresses of the contact persons for this tender are:	Mr. Dhananjay Wasnik, Additional General Manager, Phone: 022-2657 2710 Mr. Swapnil Hedao, Manager, Phone :022-6121 4551
Name and Address	MMTC Limited, (A Govt. of India Undertaking) Regional Office : Mumbai MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra East Mumbai - 400051
Phone Nos. & Email	Phone No : 022-2657 2710 Email: dhananjay@mmtclimited.com Phone No : 022-6121 4551 E-mail : swapnil@mmtclimited.com
Due date & Time of submission of EMD	14/06/2019 by 14:30 Hrs
Date and time of opening of Technical Bid (Part I) of tender	14/06/2019 at 15:00 Hrs on online portal https://mmtc.eproc.in
Date and time of opening of (Price) Part II	Information will be furnished vide email separately.
Exemptions from fees and EMD.	The firms registered in MSME/NSIC are exempted from the payment of EMD and Tender fee subject to submission of copy of MSME/NSIC certificate
PRE-BID MEETING AT Regional Office	MMTC Limited, MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051
Submission of offer	Offer should be as per tender specification, any deviation in the offer should be clearly indicated which is subject to MMTC's discretion being final and binding
The offers shall include	Tender Participation fee of Rs. 1,000/- and EMD of Rs. 50,000/- to be paid by Bank transfer to MMTC's Current Account No. 230010200004688 at Axis Bank Limited, BKC Branch, Bandra, Mumbai., IFSC Code: UTIB0000230. The offers without EMD & Tender participation fees will not be considered for evaluation

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	in the E-Tendering system unless exempted as per tender term.
Techno-Commercial Bid	<p>The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of MMTC Limited at web address https://mmtc.abcpocure.com latest by 14.30 Hrs on the day of Tender submission date. This includes documents required as per Qualification Criteria. Entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal of the bidder on each page.</p> <p>The techno commercial offers shall be opened on 15.00 Hrs on the due date of Tender submission. Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.</p> <p>Offers of Vendors who have unsettled issues/disputes with MMTC may not be considered for evaluation Process.</p>

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

S/N	Criteria	Document Required
1.	Bidder must be Electrical Contractor's License holder issued by chief/Electrical Inspector Industries, Energy & Labour Department, Govt. of Maharashtra	Copy of valid license issued under Regulation 29 of Central Electricity Authority (measures relating to Safety & Electric Supply) Regulation 2010
2.	The vendor should have minimum of five years of experience in Electrical Erection & Maintenance Work as on 31-03-2019.	Copy of work orders/client certificates of last 5 years as on 31.03.2019 including that of the ongoing work.
3.	The applicant should be an assessee of Income Tax and must possess PAN & GST No.	Should submit copy of the income tax returns for the last three years, PAN, GST registration certificate.
4.	The vendor shall have the average annual financial turnover of at least Rs 5 lakhs during last 3 years ending with 31.03.2019 and should have positive net worth.	1) Audited Balance Sheet and P & L Account for the last three years. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2015-16, 2016-17 and 2017-18.
5.	The Bidders desirous of quoting should have a permanent office at Mumbai/ Navi Mumbai /Thane/ Palghar/ Panvel.	Copy of address proof for office at Mumbai/Navi Mumbai /Thane/ Palghar/ Panvel ..

4. 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. Copy of PAN & GSTN (self attested)

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- d. Power of Attorney/Authorization in favour of signatory of Tender documents.
- e. Copy of MSME/NSIC certificate if applicable
- f. Copy of Labour License, if applicable
- g. Copy of valid license issued by Chief/Electrical Inspector Industries, Energy & Labour Department, Govt. of Maharashtra under Regulation 29 of Central Electricity Authority (measures relating to Safety & Electric Supply) Regulation 2010
- h. Copy of Shop & Establishment license.
- i. 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.
- j. Income tax returns for the previous three financial years.
- k. Satisfactory report certifying that the Account maintained is satisfactory/solvency report (of account operation) from nationalized bank.
- l. Memorandum of Association or Article of Association along with name, address and photos of Directors (in case of Company)
- m. The bidder has to produce certificate duly ink signed by CA for legal status/type of the firm whether firm is proprietary/partnership, etc.
- n. Copy of work orders/client certificates of the preceding 5 years as on 31.03.2019 as per eligibility criteria at Sr.No1.
- o. Copy of work order executed preferably in government organization for last three years as per eligibility criteria at Sr. No. 2.
- p. List of Qualified Engineers/Technicians/key personnel employed by the bidder.
- q. List of Equipment and Machinery owned by the bidders.
- r. Authorization letter, with attested photograph, in favour of the official attending the bid opening process.
- s. Copy of registration certificate with ESIC & EPF

Note: Bids without above documents will be liable for rejection. MMTC's decision in this regard shall be final and no claim whatsoever will be entertained.

5. **Scope of Work:** Scope of work includes repair, comprehensive maintenance and Daily running/operation of Electrical set-up and their associated equipments shall be as per "Technical Specification" given in Appendix-A.
6. **Submission of Tenders:** Bidders are required to submit tenders as per "Instructions for Bidders" as per Appendix - B
7. MMTC Limited reserves the right to reject any one or all the offers, either in full or in part and no claim whatsoever shall be entertained on this account.

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Appendix - A

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

MMTC LTD., Mumbai hereinafter referred to as MMTC (The name of the building is MMTC House), has a total built-up area of 47,300 Sq ft. which includes a ground floor and eight floors. The office has a showroom at the ground floor, AC Plant at the basement and a conference room at third floor.

All efforts are to be made for up to date maintenance of the Electrical set up, by using predictive and proactive maintenance techniques at times, and, by strictly adhering to preventive maintenance practices and schedules. Only Class-I certified electrical contractors who have carried out similar works with good track records shall be considered for engagement.

Contractors shall engage and deploy certified and experienced technical staff as mentioned in the tender

at various clauses, for troubleshooting to meet these kinds of requirements and handle power shutdown situations.

The scope of work includes the routine operation and preventive and breakdown maintenance of the electrical equipments as mentioned below

LIST OF MAJOR EQUIPMENTS

<u>Sr. No.</u>	<u>Description</u>
1.	750 KVA transformer, interconnecting cable, bus ducts, bus bars etc.
2.	HT/LT Panel
3.	D.G. Set - 1 no. 200 KVA Air Cooled Opera
4.	11 KV Substation equipment comprising
5.	All lighting points and power points from ground floor to eight floor
6.	Engineering work, Contactors, Relay, Switch Gears etc.
7.	Capacitor bank panel. - 1 no.
8.	Lift lobby (of all floors), common passage & compound lighting
9.	Raising max with top up box from ground floor to eight floor
10.	Distribution board having RCCB/ELCB/MCBS (upto floor Ground to Eight floors) - 24 nos. (approx.)
11.	Earthing stations - 12 nos. (approx.)
12.	Earthing strips and wires
13.	Various types of lights fittings
14.	Electric supply sub-meters; Total 25 nos.; 1 no. for Ground floor, 2 nos. each for Eight floors, 4 nos. for Basement and 4 nos. for 4 lifts (in Lift Room on terrace).

Scope of Work And Specifications for Electrical Wiring, Electric Sub-Station, HT/LT Switch Gears And Operation Of D.G. Set

The scope of work covers the following works to be carried out on all days as required.

- a) Operation and Maintenance of sub-station equipment i.e. transformer, HT/LT panels including main circuit breaker, emergency power panel, emergency lighting panel, capacitor panel and distribution switch boards/gears etc.
- b) Maintenance of electric wiring system including rising mains, floor distribution switch boards including maintenance of light/fan/plug points/fittings etc. for Ground floor to Eight floor and common areas like lift lobby, terrace, basement, common passage/staircases, compound lighting etc.
- c) Repair/maintenance of electric supply to the lifts and electrical fittings provided in the lift car such as tube light, exhaust fan etc., and light fitting in the lift shaft/lift room.
- d) Maintenance of electric supply to central air-conditioning plant.
- e) In areas occupied by users other than MMTC, maintenance of distribution switchboard of rising mains is included.
- f) Maintenance of aviation light and glow sign board etc.
- g) Testing and periodic checking of all electrical installations and carrying out preventive maintenance as required.
- h) Maintenance/repair/replacement of cables/interconnecting cables as required.
- i) Overhauling and periodical maintenance of HT/LT switch gears/panels.
- j) 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.
- k) Removal of defective pedestal/exhaust fans and re-fixing them after repairs, fixing new exhaust fans.
- l) Minor repairs to fans, overhauling greasing and oiling as and when required.
- m) Attending to electrical complaints in any area in the building in case of emergency.
- n) Minor modifications to existing installations.
- o) The parts replaced such as fuses, HRC fuses shall be for correct rating.
- p) Maintenance of electric supply to lifts air-conditioning plant, fire alarm system, telephone system etc.
- q) 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.
- r) The successful e-bidder shall make his own arrangements to remove all dismantled / unusable materials such as bulbs, fuses, tubes, starter, switches, cable cuttings etc derived

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from routine/preventive maintenance to MMTC store at regular intervals as directed.

- s) 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/lubricant oil, duster, cleaning brush, sealing glands, dhotis, fuses wires, vim, soap etc., to be provided by the contractor within the quoted rates.
- t) Bidder 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.

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 re-fixing 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 to be carried out for efficient running condition as per manufacturers manual recommendations/instructions.

Daily Maintenance

- a) The contractor is required to take the meter readings of all the meters including sub-meters and record the same in meter reading register to be maintained properly and get the register verified from Admin Division on fortnightly basis.
- b) In case of any fault, the connected equipments are to be checked thoroughly after rectification and before restoration of supply.
- c) In case of 11 KV HT supply failure from the power supplier agency the same may be restored at the earliest in coordination with the officials of power supplier agency. The contractor shall also undertake switching from Electrical supply to DG set and vice-versa.
- d) All the records and files should be maintained as required.

Monthly Maintenance

- a) Checking of connections in building distribution panels' boards, HT & LT, feeder pillar boxes, and distribution panels and reporting of the same.

Quarterly Maintenance

- a) Checking of connections in LT panel, HT panel and the transformer.
- b) Cleaning of earth pits and checking the connections. At the same time, the earth meggar values also may be recorded (all the earth pits).

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Half Yearly Maintenance

- a) Taking out bottom oil samples from the transformers and getting it tested and handing over the certificates to the concerned. The charge for testing of oil samples has to be borne by the contractor.
- b) Complete shutdown shall be taken on HT < indoor substation and arrange for the complete maintenance of the same i.e. dusting out, cleaning of insulators, checking of connections, checking of breakers for proper operations, greasing of moving parts etc. Insulation values of all the equipment's may be taken such as transformer, cables, busbar, breaker etc. The shutdown shall be taken with prior permission and intimation of MMTC.

Yearly Maintenance

- a) Contractor has to arrange for testing of all relays from approved/reputed agencies and should submit the relative certificates to MMTC every year or as directed. The necessary testing charges thereof will be reimbursed on production of receipts towards such expenses.
- b) Compliance of All defect/snag/ test mentioned in the "Yearly Compliance Report" submitted by Electrical Safety Department, if any.

B. Quality and Scope of Services

1. The Contractor shall appoint trained staff having a good bearing and maintain high standards of turnout, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail penal reduction of Rs. 500/- per day from the monthly AMC compensation as decided by MMTC. The successful Contractor as soon as the agreement is signed shall submit a list of their workmen / supervisor/ others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.
2. It is normally understood and agreed between both the parties that MMTC will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
3. The Contractor shall depute atleast one qualified Electricians (Diploma/ITI/NCVT, specializing in electrical wiring of buildings, stationary machines and related equipment) with at least 2 yrs. of relevant experience during regular shift /office hours for supervision & maintenance of the Electrical Installation at MMTC.
4. It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in the company premises or in connection with the services referred to herein.
5. The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person of MMTC.
6. The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work

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smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc, as relevant and applicable from time to time.

7. The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. It is understood and agreed that the Contractor will provide suitable uniforms with company insignia, badges/ID cards with photos, safety equipment and shoes to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

8. General Terms

- a) The Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be furnished (whether running/monthly or final) by the contractor for reimbursing the same every month.
- b) The successful bidder/contractor shall pay salary and other allowances/benefits as indicated by the Contractor in their tender. Such salary shall be well above minimum wages. It is necessary that the Contractor's employees are paid their wages payable for previous month of working by 7th of the succeeding calendar month and submit proof of the same to MMTC. The Contractor will receive payment only after he has disbursed in full the wages payable to his employees.
- c) MMTC will have the right to inspect/call for books/registers, documents in relation to all matters referred to in this tender.
- d) The successful bidder/contractor should provide a proper Photo Identity Card to the contract employees posted at MMTC. This should be done immediately but not later than one month from the date of signing the agreement.
9. The successful bidder/contractor shall indemnify/deemed to have indemnified MMTC for all claims/losses/compensations arising out of this tender.
10. No additional payment will be made for transportation of equipment from MMTC to the agencies warehouse or delivery of the materials to MMTC at any point of time.
11. The successful bidder/contractor must ensure availability of the spares in their stock to handle any breakdown without delay. The cost of replacement of any part in the system would be borne by MMTC.
12. Details of schedule maintenance/break down shall be entered in the register/service slip & jointly signed by the Contractor's representative and MMTC. Representative and shall be carried out in the presence of MMTC representative.

C. Special Conditions for Maintenance

1. The response time for any complaint calls shall not exceeds 06 hours. Beyond this penalty shall be imposed as per penalty prescribed under various clauses.
2. Contractor's technician/supervisor shall reach to the site within 6 hours after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed at the rate of Rs. 100/- per hour after the prescribed 06 hours.
3. In case of major complaints such as break down of system more than 08 hours whenever the standby equipment is not available for service a penalty of Rs. 500/- per day shall be imposed subject to maximum of Rs. 15,000/- depending upon the continuity of the shutdown. And the operating charges will be deducted proportionally for the period. All penalties will be null and void under Force Majeure circumstances.
4. The Contractor shall make good all the losses occurred during servicing, overhauling, repairing and maintenance of plants.
5. It is essential that one technical person must be made available at site from 0900 hours to 1700 hours from Monday to Friday in 8 hours shift, and if required on Saturdays, Sundays and Holidays, the deployment of operators will be as per MMTC's requirement /convenience, the timings of deployment may be changed anytime, which has to be followed and no extra payment will be made on this account.
6. The Contractor should submit reports about work done under AMC to Administration Division, MMTC, who in turn will consider them before certifying bills for payment.
7. Any damage to MMTC property while carrying out periodical maintenance and attending complaints will be contractors' responsibility.
8. Contractor shall not only attend the failure but will also rectify the cause of failure after investigation and and shall inform the same immediately to MMTC

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID:

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

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- b) The bidder shall have/ obtained valid Class III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
- c) The bidders shall be required to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTc.
- d) For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- e) Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTc LIMITED or MMTc LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
- f) Bidders are advised to print and save bid submission receipt on submission of bids.
- g) Bidder shall carefully examine the bid specification and shall independently fully inform and satisfy itself as to all the conditions and matters which may, in any way affect the work specified in the tender document or cost thereof. Failure to furnish all information required as per tender document or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the Bid.
- h) Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in itself. All entries in the tender shall be written in English. The use of Erasers and over writing are not allowed. The tender shall duly attest & stamps, if any, failing which the tender shall be liable for rejection at MMTc Limited's sole discretion.
- i) Technical Bid portion along with Participation fee of Rs. 1000/- in original to be submitted in e-mode, Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in the tender document.

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- j) Bidder shall submit their price Bid within the time-period indicated in NIT on the e-tendering platform.
- k) Any discrepancy between the data/ details/ documents of the Bids submitted by the bidder in the on-line Bid and the Physical Support Documents shall not be allowed and any such discrepancy shall make the Bid submitted by the bidder liable to be rejected. No further communication in the matter shall be entertained.
- l) The bidder shall send the “Physical Support Documents” in an envelope superscripted to the address given in NIT:-

“PHYSICAL SUPPORT DOCUMENTS”

Tender No. MMTC/Mum/Admn(EM)//2019-20/02 Dated: 31-May-2019
(NAME OF THE BIDDER)

2. OPENING OF BID:

- a) Technical Bid will be opened at 21/06/2019 on 15.00 hrs.
- b) Date and time for opening of Financial Bid shall be informed later to the bidders by E-Mail who qualifies 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 respective bidders.

- 3. SECURITY DEPOSIT:** The successful bidder shall be required to deposit an interest free Security Deposit of Rs. 1,00,000/- (Rs. One Lakhs Only) through e-payment mode.

4. IMPORTANT INSTRUCTIONS TO BIDDERS:

- a) Each page of the tender documents must be page numbered, signed & stamped by the bidder/ bidder’s Authorized Person as token of acceptance. Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- b) Deviations, if any proposed by the bidder, the same must be clearly indicated and enclosed as deviation list but tenders with significant deviation list and merely enclosing bidder’s printed conditions or their own terms and conditions will make the tender liable for rejection without giving notice or reason thereof.
- c) Rate should be quoted net amount and specified in words, excluding all taxes, and should be submitted as per the Financial Bid Format (Part II).
- d) Financial Bid should consist of bidder’s quoted rates duly signed and stamped by authorized person.
- e) A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be not be considered for the evaluation.

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- f) Bidders are advised to go through the contents of tender document, including the terms & condition, with utmost care to avoid rejection of their bids.
- g) All the licenses should be valid on the date of opening of tender. If any license is due to expire at any point of time during the validity of the contract, it would be the sole responsibility of the contractor to renew the license well within the time under intimation to MMTC failing which MMTC shall terminate the contract without any prior notice & losses if any towards the same shall be recovered from the contractor
- h) Cutting/modification/overwriting in the tender document will not be accepted.
- i) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders, who resort to canvassing, shall be rejected.
- j) No conditional bid including conditional rebate shall be accepted. Conditional bid is liable to be summarily rejected.
- k) The bidder is required to enter into Contract as per the prescribed format as per 'Appendix- C', which shall form an integral part along with present documents.
- l) This bid document shall form a part of the Contract. Any clarification issued by MMTC in response to queries raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the Bid Documents.
5. **SIGNING OF BID:** Individual signing the bid or other documents connected with contract must specify whether he/she signs as:
- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership deed or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B:

1. In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
2. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
3. A person signing the tender form or any documents forming part of the bid on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the

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persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under available civil and criminal remedies.

6. VALIDITY OF BID:

- a) The bids shall remain valid for acceptance for a minimum period of 60 days (sixty days) after the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and shall be rejected.
- b) In exceptional cases, MMTC may request the bidders to extend the Validity of their bids to a specific period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of the original tender.
- c) In case, the day up to which the bids are to remain valid is subsequently declared a holiday or closed day, the bid validity shall automatically be extended up-to the next working day.
- d) In case of any discrepancy, the amount in word shall be considered as final.

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TECHNO COMMERCIAL BID – PART I

The technical bid shall contain following information in a sealed cover super-scribed “Technical Bid for E-NIT FOR COMPREHENSIVE AMC FOR OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM”. It shall consist of the following documents/ information:

Sr. No	Particulars	Details of Bidder
1	Details to be furnished: a) Name & registered address of the firm b) Registration No of the firm. c) Firm constitution (i.e whether a Company, Partnership Firm, Proprietary concern, Individual etc.) d) Name of the Partner/Directors , address, telephone & fax number (KYC of partners / Directors to be enclosed) e) Name of the contact person, designation, date of birth, address, telephone, email id and fax no . f) Power of attorney of the signing authorities or letter of authorization to act on behalf of the firm.	_____ _____ _____ _____ (copy to be uploaded)
2	Date of Establishment (Partnership deed to be uploaded if applicable. Date of certificate of incorporation & copy of certificate to be uploaded in case of a company).	_____
3	a) Name of Bankers and their certificates on financial conditions of the bidder b) Satisfactory Certificate from a scheduled nationalized bank in India.	a_____ b_____
4	Bank reference (Detail of electronic fund transfer duly endorsed by the bank along with cancelled cheque).	_____
5	Whether the Bidder is agreeable to enter into agreement for a period of two years.	
6	Directors / Partners / KMP if related to any MMTC Ltd employee / ex-employee.	Name, Employee. #, Designation, Region.
8	Income Tax Permanent Account Number/ TAN No of firm (copy to be uploaded)	
9	Valid GST Registration (copy to be uploaded)	
10	Details of EMD (E-payment, date, amount, Name of the Bank)	
11	Minimum experience of 5 years in similar work *Performance Certificate from recognized Govt/Semi Govt /PSU/Pvt companies, etc specifying the value of contracts, the same shall be	_____

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	certified by customers. Copy of work order, contract copy, customer certification for contract value and satisfactory completion certificate from customer. Bidders must submit past experience and proficiency/Name of employers of last 5 years (ending last day of month previous to one in which the tender was due for opening).	-----
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* Detail of work order / contract shall be given as per below format in separate sheet to be enclosed with Techno-commercial Bid.

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

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

DECLARATION

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

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

FOR & ON BEHALF OF THE BIDDER

**(AUTHORISED SIGNATORY)
NAME & DESIGNATION**

SEAL OF THE BIDDER

PLACE:

DATE:

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GENERAL TERMS AND CONDITIONS

1. The successful bidder will have to enter into a prescribed Service Contract as per 'Appendix – C', with MMTC for performance of work as per terms and conditions laid down in tender documents (comprises of NIT, GTS and draft agreement) within 15 days from the issuance of work order.
2. **PRE-INSPECTION OF THE ELECTRICAL INSTALLATION/EQUIPMENT AND SUBMISSION OF BIDS:**
 - a) Only e-bids should be submitted through e-tender
 - b) Pre-inspection of the Electrical Equipment/Installation is recommended before submitting the bids. Prior notice of at least one day has to be given for pre-inspection of the plant. MMTC will not accept any plea towards scope of work in case of non-inspection of Electrical Equipment/Installation, by the successful bidder.
3. **SECURITY DEPOSIT:**
 - a. The successful bidder shall furnish to MMTC Limited an interest free Security Deposit of Rs. 1,00,000/- (Rs. One Lakhs Only) in the form of e-payment within 7 days of the issuance of work order.
 - b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the successful bidder's failure to discharge its obligations under the agreement.
 - c. The security deposit of Rs. 1,00,000/- shall be refunded to the contractor after a period of 3 months counted from the expiry/termination of contract, after adjusting dues if any. The three month period shall be treated as defect liability period.
 - d. The Security Deposit will be returned interest free by MMTC after successful completion of the agreement. However any damages caused to the property of MMTC value/cost of such damages shall be recovered from Security.
4. **MMTC's RIGHT TO ACCEPT / REJECT ANY OR ALL BIDS:**

MMTC reserves the right to accept or reject any or all bids and/or to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without any liability to the affected bidder or bidders on the grounds of MMTC's such action.
5. **ISSUE OF LETTER OF INTENT (LOI):**
 - a. The issue of an LOI shall constitute the intention of MMTC Limited to enter into an agreement with the successful bidder.
 - b. Within 7 days of issue of the LOI, the bidder(s) shall give their acceptance along with details of e-payment for interest free Security Deposit Rs. 1,00,000/- (Rs. One Lakhs Only) as mentioned above, in conformity with terms of bid document.
6. **EARNEST MONEY DEPOSIT:**
 - a) Interest free EMD Rs. 50,000/- to be paid through RTGS/Fund transfer in the bank account of the MMTC Limited, Axis Bank, BKC Branch, Mumbai Current Account No. 230010200004688, IFSC Code : UTIB0000230.

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- b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.
 - c) EMD of the unsuccessful bidders would be returned after placing the Letter of Intent (LOI) to the successful bidder.
 - d) EMD of the successful bidder shall be refunded upon receipt of interest free Security Deposit
 - e) Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - f) The bids without Earnest Money Deposit will be summarily rejected, unless exempted as per tender terms.
 - g) Earnest money deposit will be forfeited if the successful bidder fails to furnish the security deposit within specified time period.
 - h) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
- 7. Conflict of interest:** The Bidder shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s / Bidder) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 8. Governing Language:** The Contract shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
- 9. "No Claim" Certificate:** The Selected Bidder shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Selected Bidder after it has signed a –No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.
- 10. Publicity:** The Selected Bidder shall not make or permit to be make a public announcement or media release about any aspect of this Contract unless MMTC first gives its written consent to the selected bidder.
- 11.** MMTC may, at its absolute discretion, elect to abandon the bidding process without giving prior notice to the Bidders or potential Bidders.
- 12.** Notwithstanding anything contained, in this document, the workmen, supervisors and other employed by the contractor shall be regarded as contractor's employees and MMTC shall not be liable to make any payment to them or any contribution on account of them.
- 13.** The contractor shall be fully responsible for any or all acts of omissions and commission of workers engaged by him and shall indemnify and keep MMTC harmless against any and all losses and expenses thereby caused.
- 14.** MMTC will not make available, any accommodation for contractor's workmen.

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15. 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 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.
16. 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.
17. The contractor shall abide by the security requirements of MMTC.
18. The contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety and testing equipments and all other equipments e.g. chain pulley blocks, ladders, ropes, torches, vacuum cleaners, blowers etc required in performance of their services.
19. All minor works such as drilling, 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.
20. Scope and specifications shall be read in conjunction with the General conditions of the tender document, any other documents forming part of tender document wherever the context so requires.
21. 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.
22. 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.
23. Contractor's workmen shall report to maintenance office well in advance preferably 30 minutes before the start of the shift timings.
24. If any workmen of the contractor fails 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.
25. **MANPOWER ARRANGEMENT:** The tenderer if awarded the contract shall deploy the following manpower for operation and maintenance of plants:
 - a) For operation of plants:
 - i) 1 no. qualified Electricians (Diploma/ITI/NCVT, specializing in electrical wiring of buildings, stationary machines and related equipment) with at least 2 yrs. Of relevant experience during regular shift /office hours.
 - b) For maintenance of plant:

For maintenance schedule the contractor shall deploy following manpower:

 - (i) 1 No. of qualified Supervisor (Diploma in Electrical Engg.) with at least 5 yrs. relevant experience.
 - (ii) 1 No. electricians having Diploma/ ITI / NCVT in Electrical field with at least 3 yrs. relevant experience

- (iii) Additional manpower can be deployed by the contractor as per his requirement.

26. SAFETY CODE

- a) The contractor shall maintain in a readily & easily accessible place first-aid appliances including adequate supply of sterilized dressings and cotton wool.
- b) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- c) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- d) No portable single ladder shall be more than 6 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
- e) No floor roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
- f) Suitable face masks / helmets should be supplied for use by the workers when the paint is applied in the form of spray. Surface having lead paint be dry rubbed and scrapped.
- g) The contractor will ensure that all types of safety measures as advised by Government from time to time are taken care of during the performance of work.
- h) The contractor is liable to maintain HT yard LT room to be neat and clean and all the electrical works carried out by the contractors should be followed as per Indian

27. Dress code for Operators: All contractors' personnel must have to wear a particular dress (Sky blue shirt with Navy blue pant, to be provided by contractor at his own cost) with safety shoes. Without observing dress code and without safety shoes and ID-card, a contractor's person will not be allowed to enter in the MMTC Ltd. premises in any circumstances.

28. Contractors' personnel police verification details: The contractor must have to submit police verification of character of all personnel deputed at MMTC Ltd. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent).

29. The Contractor shall provide all his workmen with identification badges with photographs that will be authenticated by MMTC. The Contractor shall issue identity badges to his workers engaged after verifying their antecedents.

30. The workmen employed by the Contractor shall wear these badges at all times while on duty with in the premises, clearly visible to the MMTC Security Guards/Watchman. Any such workmen failing to habitually do so shall, upon request of Security/MMTC, be taken off the duties and shall not be re-assigned their duties by the Contractor in the premises thereafter.

31. The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by Central Govt/State Govt or any other authority for the specified works.

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32. Contractor should include effective maintenance of essential service of the Electrical Installation/Equipment. Maximum care shall be taken to avoid breakdown(s) as far as possible.
33. 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.
34. 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.
35. The 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.
36. The complaints shall be attended and signature with date is to be obtained from user/occupants clearly defining therein the repairs/replacement undertaken.
37. The workmen to be indicated in scope of work are only for guidance. The contractor shall arrange sufficient labour and supervisors as required to ensure efficient attending of complaints with least inconvenience to the occupants of the building.
38. 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.
39. 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.
40. 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 issuance of the work order. The contractor shall get the renewal of the contract labour licence from time to time and inform MMTC accordingly.
41. Contractor's shall insure his workmen for the period of their deployment on the work and submit proof of the same to MMTC. The contractor shall be solely responsible for any payments whatsoever to be incurred in this connection. Any accident involving contractor's workmen while on duty or otherwise shall be exclusively at the contractor's risk. MMTC shall be indemnified against claim/compensation on any account.

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- 42. WAGES TO WORKMEN/LABOUR:**
- a) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act 1970.
 - b) The contractor shall ensure payment of minimum wages to all the eligible workers as per the minimum wage rate issued by Maharashtra Govt./Board from time to time.
 - c) The contractor shall comply with all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
 - d) The contractor shall also comply with the Employees' State Insurance Corporation (ESIC) according to rules and regulations stipulated in the ESI Act 1948
 - e) 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.
 - f) 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.
- 43.** 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.
- 44.** The contractor shall also ensure that the contract labour is medically fit and in sound mind and health.
- 45.** The contractor should submit an undertaking on his letter head (in a standard format) that he is not blacklisted by any organization for any reason whatsoever.
- 46.** The contractor shall also ensure that the workmen and the supervisors employed by him are not minors.
- 47.** 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.
- 48.** 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.
- 49.** All operating keys, winches, tools, chain pulley 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.
- 50.** The work shall be carried out as per specifications in the tender and in the absence thereof, as per CPWD specifications given in the SSR-1977, as amended upto date & BIS if not in CPWD specifications. In case of any clarification about the specifications to be followed/adopted for a particular item, the decision of GM/R.O. Incharge shall be final and binding.

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51. The supervisor/electrician/ operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
52. 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.
53. In case of delay in attending/non-attendance of complaints due to shortage of labour or otherwise within the time specified by the Engineer in-charge, the work/repairs shall be got executed through other Contractor at the risk and cost of contractor and the expenditure so incurred in addition liquidated damages (as per liquidation clause) shall be recovered from the contractors payments/security available.
54. The contractor, if so directed by MMTC, shall immediately remove 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 removal of such workmen.
55. Certain other agencies may also be working in the area. Contractor/his workmen shall not create hindrance in any way in the work being executed by such agencies. Further he shall not attempt to delay the repair/maintenance intentionally or on the pretext of other agencies working in the building.
56. Except where otherwise provided in the contract, the contractor shall not sublet whole or any part of the work without the prior written consent of MMTC and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen fully as if they were the acts of defaults or neglects of the contractor, his agent/servant or workmen. If the contractor or his sub-contractor or their employees shall break, deface or destroy any property belonging to MMTC or others during the execution of the contract, the same shall be made good by the contractor at his own expense.
57. The material/spare parts which contractor shall procure for repair/replacement at works shall be as per make already existing or standard make/ISI marked and got approved before hand from the Engineer-in charge.
58. **Warranty:**
 - a. Contractor warrants that the maintenance services will be provided to MMTC LTD. in accordance with the terms of this Contract and with prevailing industry standards for HVAC maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.
 - b. Contractor shall be responsible to hand-over all the installations/services in working conditions on expiry of Contract or extended Contract period.
59. Notwithstanding the sub-division of the document into the separate part or appendix thereof shall be deemed to be part of the tender document and shall form the part of the contract.
60. 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 shall be deemed to over-ride the provisions of the General conditions of contract and shall to the extent of such repugnance or variations, prevail

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APPENDIX – C

CONTRACT

NO. MMTC/MUM/ADMN (EM)/PLANT/2019-20/02

This Contract is made at Mumbai on ___ day of _____ (month), 2019, between MMTC LIMITED a company registered under the Companies Act 1956, HAVING ITS office at MMTC House, Plot No C-22, E-Block, Bandra - Kurla Complex, Bandra (E), Mumbai –400051 & its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Dehli-110 003 hereinafter referred to as MMTC (which expression shall include its successors, Executors and assignees) of the **ONE PART**.

AND M/s. _____,a (Co/Proprietor/partnership firm, as the case may be) having its registered office at _____registered under herein after referred to as Contractor (which expression shall include its successors and assignees) of the **OTHER PART**.

WHEREAS MMTC is engaged in the International trade of various commodities and desirous of giving 'Comprehensive AMC for Operation And Maintenance Of Electrical Installation/Equipment' at MMTC House, Bandra Kurla Complex, Bandra (E), Mumbai – 400051.

AND WHEREAS has floated the tender no. MMTC/Mum/Admn(EM)/2019-20/02 dated 31-May-2019 for Comprehensive AMC for Operation And Maintenance Of Electrical Installation/Equipment

AND WHEREAS the Contractor quoted a price of _____for the aforementioned Tender and has been awarded the 'Comprehensive AMC for Operation And Maintenance Of Electrical Installation/Equipment' situated at of MMTC House, C-22, E-Block, Bandra-Kurla Complex, Banda (E), Mumbai-400051 refer to as "Site".

AND WHEREAS MMTC has issued a work order no. _____dated _____ for 2 years for the said work.

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

1. The contractor has inspected the entire Electrical Installation/Equipment and have quoted rate in accordance with the work required to be carried out at site.
2. MMTC has issued LOI no. _____ dated _____ and the contractor has accepted the same as per terms and conditions of the tender document.
3. MMTC will make the payment to the contractor as set forth in the payment clause of this contract for the works to be carried out as per terms and conditions of the contract.
4. The Contractor shall abide by all safety precautions required as per good engineering practice. This is a Comprehensive AMC for Operation And Maintenance Of Electrical Installation/Equipment situated in the building. Being essential service in nature, maximum care shall be taken by the Contractor to avoid breakdown(s) and timely rectification of the same, as far as possible.
5. **SCOPE OF WORK:** The scope of works to be carried out shall be as per Appendix – A which forms an integral part of this contract.
6. All the material required for repairs/maintenance work shall be arranged by Contractor at site "Free of Cost". In case any other material is required for carrying out the work, MMTC will

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arrange the same at its own cost. In case MMTC is not in position to arrange the required material fully or partly and orders the contractor to procure the material through his arrangement, then the contractor shall be reimbursed the cost of material on the basis of supportive vouchers/bills. The contractor shall purchase the material from firms/suppliers indicated by MMTC.

7. The work shall be carried out as specified in the Schedule read with scope and specifications of work on all days including Sundays and Holidays.
8. Contractor's workmen shall report to maintenance office well in advance preferably 15-30 minutes before the start of the shift timings. If any workman of the contractor fail to report for duty at the specified time, the contractor shall be informed on telephone by maintenance office. Contractor shall make alternative arrangement within one hour of receipt of such information within the quoted rates failing which, the work may be got executed at the risk and cost of the contractor.
9. MMTC will not make available, any accommodation for contractor's workmen.
10. MMTC shall have the right to adjust unpaid wages by contractor to workmen employed against the work, on receipt of written complaint in this regard and/ or any other recovery which the MMTC/State Govt may impose on the contractor on account of lapses on the part of contractor, from the sum available as security deposit with MMTC and/or from any other payment due to the contractor.
11. No claims for extra charges shall be entertained for any reason whatsoever, except mentioned in tenders, for carrying out emergency breakdown work as per MMTC's requirement.
12. The contractor shall abide by the security requirements of MMTC.
13. The contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety and testing equipments, tackles, and all equipments e.g. chain pully blocks, ladders, ropes, megers, torches, vacuum cleaners, blowers etc required in performance of their services.
14. All minor works such as cutting, making holes, preparation of surface, refinishing, leveling, dismantling/removing before commencement of work and or re-fixing/reinstalling after undertaking necessary repairs/replacement etc., shall have to be carried out by the contractor with in quoted rates.
15. The contractor shall abide by all safety precautions required as per good engineering practice and as laid down by Central Govt/State Govt or any other authority for the specified works.
16. Contractor should include effective maintenance of essential service of Electrical Installation/Equipment, water and electric supply and various other equipment in the building. Maximum care shall be taken to avoid breakdown(s) as far as possible.
17. In case of emergency, the contractor shall arrange the additional workmen for attending emergency faults at day time or night time including holidays within the quoted rates.
18. The contractor shall co-operate with other agencies working in the building and shall carry out the work assigned to him with least possible inconvenience to the occupants of the building.
19. **SECURITY DEPOSIT:**
 - a. The Contractor has furnished an interest free Security Deposit of Rs. 1,00,000/- (Rs. One Lakhs Only) in the form of e-payment.

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- b. The proceeds of the Security Deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the contractor's failure to discharge its obligations under the agreement.
- c. The security deposit of Rs. 1,00,000/- shall be refunded to the contractor after a period of 3 months counted from the expiry/termination of contract after recovering dues if any. The three-month period shall be treated as defect liability period.
- d. The Security Deposit will be returned subject to sub clause (c) above, interest free by MMTC after successful completion of the agreement. However any damages caused to the property of MMTC / any claim shall be recovered from the Security Deposit.

20. PAYMENT:

- a) Payment for Repair including supply of parts required, if any, with prior approval of MMTC shall be released upon submission of Bills with vouchers/delivery challans etc. thereto.
- b) Payment for Comprehensive Annual Maintenance Contract of the Electrical Installation/Equipment as per rate approved in Financial Bid, will be made to the Contractor on pro rata basis of the contract value on quarterly basis, after successful operation for each quarter (three months). Contractor is required to furnish EPF deposition challan, ESIC deposition challan, monthly salary disbursement register, monthly attendance registers along with the invoice for claiming payment under the contract.
- c) Payments shall be made by MMTC using the e-payment mode for which necessary documents have been submitted by the Contractor in the office of MMTC.
- d) Income tax and other applicable taxes and levies shall be deducted at source as per rules.
- e) All legal and other statutory responsibilities regarding securities of materials, labour, payments, accident, insurance and law suits during and after completion of work will be solely borne by the Contractor and MMTC shall not be responsible in any manner whatsoever.

21. 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.
- h. Any other record necessary under the contract.

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

23. The 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. **MANPOWER ARRANGEMENT:** The contractor shall deploy the following manpower for operation and maintenance of plants:
- a) For operation of plants:
 - i) 1 no. qualified Electricians (Diploma/ITI/NCVT, specializing in electrical wiring of buildings, stationary machines and related equipment) with at least 2 yrs. Of relevant experience during regular shift/office hours.
 - b) For maintenance of plant:
For maintenance schedule the contractor shall deploy following manpower:
 - (i) 1 No. of qualified Supervisor (Diploma in Electrical Engg.) with at least 5 yrs. relevant experience.
 - (ii) 1 No. electricians having Diploma/ ITI / NCVT I in Electrical field with at least 3 yrs. relevant experience.
 - (iii) Additional manpower can be deployed by the contractor as per his requirement.
26. The working hours shall be from 0900 Hrs to 1700 Hrs. The electrician shall attend duties from 0900 Hrs to 1700 hrs. However, if his services are required by MMTc beyond 1700 Hrs on working days or on Sat/Sun/Holidays, the Contractor agrees to provide the same without any extra charges unquestionably.
27. The workmen indicated in the above clause “Manpower Arrangement”/scope of work are for guidance. The contractor shall arrange sufficient labors, technicians and supervisors as required to ensure efficient attending of complaints without inconvenience to the occupants of the building.
28. **SAFETY CODE**
- a) The contractor shall maintain in a readily & easily accessible place first-aid appliances including adequate supply of sterilized dressings and cotton wool.
 - b) The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
 - c) Suitable and strong scaffolds should be provided for workmen for doing all works that cannot safely be done from ground.
 - d) No portable single ladder shall be more than 6 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
 - e) No floor roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.

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- f) Suitable face masks / helmets should be supplied for use by the workers when the paint is applied in the form of spray. Surface having lead paint be dry rubbed and scrapped.
 - g) The contractor will ensure that all types of safety measures as advised by Government from time to time are taken care of during the performance of work.
 - h) The contractor is liable to maintain HT yard LT room to be neat and clean and all the electrical works carried out by the contractors should be followed as per Indian standard.
- 29.** Notwithstanding anything contained in Contract documents, the workmen, supervisors, sub-Contractors and others employed by the Contractor for the purpose shall be regarded as Contractor's employees and MMTC shall have no relation with them whatsoever and MMTC shall not be liable to make any payment to them or any contribution on account of them to any statutory bodies.
- 30.** The Contractor shall be fully responsible for the acts or omissions of workers engaged by him and shall provide indemnity and keep MMTC Ltd indemnified and harmless at all times from and against any and all losses and damages thereby caused. The Contractor will make his own arrangements for housing his workmen.
- 31.** MMTC shall have the right to appropriate unpaid wages supposed to be paid by the Contractor to workmen employed for the work, from the sum available as security deposit (Rs. 1,00,000) submitted to MMTC, as a Security Deposit kept with MMTC which can be appropriated for any dues/receivable by MMTC, and/or any other payment due to the Contractor, on receipt of written complaint in this regard and/or any other recovery which the MMTC/State Govt. may impose on the Contractor on account of lapses on the part of Contractor.
- 32.** 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.
- 33.** The contractor shall be governed under the contract labour (Regulation and abolition) Act 1970 and he should obtain the contract labour license, if required/applicable from the labour commissioner's office within 15 days from the date of issue of the work order. The contractor shall get the renewal of the contract labour licence, if required/applicable from time to time and inform MMTC accordingly.
- 34.** The contractor shall also ensure that the contract labour is medically fit and in sound mind and health.
- 35.** The contractor shall also ensure that the workmen and the supervisors employed by him are not minors.
- 36.** Dress code for Operators: All contractors' personnel must have to wear a particular dress (Sky blue shirt with Navy blue pant, to be provided by contractor at his own cost) with safety shoes. Without observing dress code and without safety shoes and ID-card, a contractor's person will not be allowed to enter in the MMTC premises under any circumstances.

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37. Contractors' personnel police verification details: The contractor must have to submit police verification of character of all personnel deputed at MMTC Ltd.. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent) for his workers.
38. The Contractor shall provide all his workmen with identification badges with photographs that will be authenticated by MMTC. The Contractor shall issue identity badges to his workers engaged after verifying their antecedents.
39. The workmen employed by the Contractor shall wear these badges at all times while on duty with in the premises, clearly visible to MMTC Security Guards/Watchman. Any such workmen failing to habitually do so shall, upon request of Security/MMTC, be taken off the duties and shall not be re-assigned their duties by the Contractor in the premises thereafter.
40. The supervisor/electrician/mechanic/operators shall be well experienced and should be able to handle the job in a very good workmanship manner.
41. 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.
42. WAGES TO WORKMEN/LABOUR:
 - (a) The contractor shall make the salary to the skilled/unskilled labourers employed by them as per the Minimum Wages Act, 1948, Certain other agencies may also be working in the area. Contractor/his workmen shall not create hindrance.
 - (b) The contractor shall ensure timely payment of wages workers as per the contract Labour (Regulation Abolition) Act 1970.
 - (c) The contractor shall also comply all the provisions of provident fund and family pension act 1952 and submit the necessary documents to MMTC.
 - (d) Contractor shall be liable for all claims under the workmen compensation Act of 1923 or other Acts and comply all the provisions of the Act.
 - (e) If the contractor failed to comply in part or full i.e. provisions/Rules of the said Acts. MMTC reserves the right to summarily terminate the agreement and take such other actions as may be found necessary.
 - (f) Contractor shall insure his workmen under Employee's State Insurance Act, 1948 for the period of their deployment on the work and submit proof of the same to MMTC, if demanded. The Contractor shall be solely responsible for any payments whatsoever to be incurred in this connection. Along with preparation and submission of returns, it will be the responsibility of the Contractor to obtain/ make contribution/obtain compensation as applicable at appropriate time and to completely indemnify MMTC of all factors and aspects of ESI Act to the extent it may be applicable to the Contract. Any accident involving Contractor workmen while on duty or otherwise shall be exclusive at the Contractor's risk and MMTC shall be indemnified against any claim/compensation on this account
43. 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 against all such penalties, claims, compensations and damages etc. under this contract.

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44. 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.
45. 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.
46. The Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor, his agents, servants or workmen as fully as if they were the acts defaults or neglects of the Contractor, his agent/ servant or workmen.
47. Should the Contractor or his sub-Contractor or their employees break, deface or destroy any property belonging to MMTC or others during the execution of the Contract, the same shall be made good by the Contractor at his own expense.
48. The Contractor shall not undertake any repairs required to run plant without prior intimation to MMTC. This condition is also applicable for repairs to be undertaken on Saturdays/Sundays/holidays.
49. Water/electricity required for carrying out repairs/maintenance work and for contractors site office shall be issued free of cost.
50. 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.
51. The work shall be carried out as per specifications as per scope of work and in the absence thereof, as per CPWD specifications given in the SSR-1977, as amended upto date & BIS if not in CPWD specifications. In case of any clarification about the specifications to be followed/adopted for a particular item, the decision of GM/R.O. In-charge shall be final and binding.
52. In case of delay in attending/non-attendance of complaints due to shortage of labour or otherwise within the time specified by the Engineer in-charge, the work/repairs shall be got executed through other Contractor at the risk and cost of contractor and the expenditure so incurred in addition to liquidated damages (as per liquidation damages clause) shall be recovered from the contractors payments/security deposit available.
53. The contractor, if so directed by MMTC, shall immediately remove 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 removal of such workmen and MMTC 's decision shall be final and binding on the Contractor .
54. 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.
55. Not withstanding anything contained hereinbefore, 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

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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.

56. 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.
57. The Contractor shall abide by the security requirements of MMTC and the Contractor shall at their own cost and expenses furnish and provide all tools, tool-kits, safety & testing equipment's, tackles and all equipment's as required for Comprehensive AMC for Operation and Maintenance of Electrical Installation/Equipment like parts, chain pulling blocks, ropes, torches, vacuum cleaners, blowers, etc required in performance of their services.
58. The Contractor shall inform to the Security Guards if he wants to bring in any instrument/equipment, in writing, so that the Security Guards know what is coming in and what is going out of MMTC premises.
59. **WARRANTY:**
- a) Contractor warrants that the maintenance services will be provided to MMTC. In accordance with the terms of this Contract and with prevailing industry standards for HVAC maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service in compliance with the terms of this Contract.
- b) Contractor shall be responsible to hand-over all the installations/services in working conditions on expiry of Contract or extended Contract period.
60. **TENURE OF CONTRACT:**
- a) The work contract shall be for a period of 2 years with an option to extend the same on mutual basis.
- b) This Agreement shall remain in force from _____ till _____. Renewal of the same shall be on mutually agreed terms and conditions. The Tender No. MMTC/Mum/Admn(EM)/ 2019-20/02 Date: 31/05/2019 shall be part and parcel of this agreement.
61. **CONTINUANCE OF THE CONTRACT:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.
62. **CONFLICT OF INTEREST:** The Contractor shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
63. **LIQUIDATED DAMAGES:** The contractor shall perform his duties and responsibilities as per the scope of the work as per Appendix – A of the tender documents. If the contractor fails to perform any or all the duties and responsibilities and MMTC has to get the work done through other agency/contractor so as to operate the plant, MMTC shall recover liquidated damages from the contractor to the extent of 20% of the annual contract value. The quantum of

liquidated damages assessed and levied by MMTC Limited shall be final and binding on the Contractor.

- 64. FRAUD PREVENTION POLICY:** Contractor 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.
- 65. GENERAL:**
- a) This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall be binding on either of the Parties.
 - b) All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 66. RELATIONSHIP BETWEEN THE PARTIES:**
- a) Nothing in the Contract constitutes any fiduciary relationship between MMTC and Contractor team or any relationship of Employer Employee, Principal and agent, or partnership, between MMTC and Contractor.
 - b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
 - c) MMTC will not be under any obligation to the Implementation by Contractor's Team except as agreed under the terms of the Contract.
- 67. NO ASSIGNMENT:** The Selected Bidder shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.
- 68. WAIVER:** The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement/contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
- 69. NON-SOLICITATION:** The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organization or otherwise and whether directly or indirectly during or for a period of 3 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any [key] executive of the other party who has worked

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during the existence of the present term of contract. [Each of the parties shall notify the other in writing of those executives whom they regard as “key” for these purposes.]

- 70. SEVERANCE:** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 71. GOVERNING LAW:** This contract shall be governed in accordance with the laws of India.
- 72. COMPLIANCE WITH LAWS:**
- a) The Contractor shall comply with the laws in force in India in the course of performing the Contract.
 - b) During the performance of the work, Contractor shall at his own cost and initiative fully comply with all applicable laws of the land evolving from the scope of work and with all applicable by-laws, labour laws, PF Guidelines, rules & regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government Contractor, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The Contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.
 - c) If during the tenure of work stipulated herein, Contractor is found violating any laws, norms attributed & applicable from this contract, in such event, the Contractor will be solely liable to face the consequence of violation, inasmuch, the Contractor may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.
- 73. CONFIDENTIAL INFORMATION:** The parties acknowledge a duty not during or after the Term to disclose without the other’s prior written permission any confidential information either concerning the other’s business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by MMTC. For the avoidance of doubt, the restrictions in this Clause shall not prevent:
- a) The disclosure or use of Information in the proper performance of the Contractor's duties;
 - b) The disclosure of Information if required by law;
 - c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.
- 74. NON-DISCLOSURE AGREEMENT:** The Contractor shall be required to execute a Non-Disclosure Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized strictly confidentially and shall not be shared with any outside unauthorized person.
- 75. INDEMNITY:** The bidder undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands,

expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the Contractor in the discharge of the obligation under this contract, including but not limited to the claims and any other circumstances. In case, Contractor fails/ has failed to deliver service as per terms and condition set out in contract or if MMTC at its sole discretion considers that the Contractor is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the Contractor from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.

76. HOLIDAY LISTING: Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of Contractor mutatis mutandis applies to this agreement and in the event, the Contractor(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the Contractor(s) in accordance with the policy in force.

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

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

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

78. DISPUTE RESOLUTION MECHANISM: If any dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the tender and LOI only, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fail to do so, the matter will be referred to MMTC Dispute Settlement Committee (DSC), upon request of the contractor. The decision of the DSC as per laid down procedure for DSC shall be binding upon parties. In the event no settlement is arrived at DSC, the matter shall be referred to Arbitration as per Arbitration clause of this contract.

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

a. If the Contractor fails to complete the assignment/deliver the services as agreed herein as per the time lines and guidelines prescribed in this Contract the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the Security deposit and claim liquidated damages from the contractor.

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

80. CONSEQUENCES OF TERMINATION

- a) In the event of termination of the Contract/agreement due to any cause whatsoever, MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s)/scope of work intended under the present tender which the successful e-bidder shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the Contractor in relation to the execution/continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of MMTC to invoke the Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against Contractor.
- c) The termination thereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

- 81. ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties herein out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.

E-NIT FOR COMPREHENSIVE AMC FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION/EQUIPMENT

No. MMTC/Mum/Admn(EM)/2019-20/02

Date: 31-May-2019

- 82. UNDERTAKING:** The Contractor should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.
- 83. GOVERNING LANGUAGE:** The Contract is written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
- 84. "NO CLAIM" CERTIFICATE:** The Contractor shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Contractor after it has signed a "No claim certificate" in favour of MMTC in such form as shall be required by it after the work is finally accepted.
- 85.** Terms and conditions of tender No. MMTC/ Mum(EM)/2019-20/02 dated 31/05/2019 shall form integral part of this contract. That in persuasion of this Agreement and in consideration of the payment to be made by MMTC LTD to the Contractor, the Contractor shall duly perform the said work and shall execute the same with great promptness, care and accuracy in workmanship like manner by using best material to the satisfaction of MMTC LTD
- 86. AMENDMENTS TO THE CONTRACT:** Any changes or amendments to this contract shall be carried out on mutual agreed basis and the same shall be reduced in writing duly signed by authorized representatives of both parties, which shall form a part of this contract.

In witness whereof the parties hereto have signed at Mumbai this Agreement on this -----day of ----- month of 2019.

For MMTC LTD.

For (Name of Contractor Firm)

Authorized Signatories

Authorized Signatories

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

-----XXX-----

E-NIT FOR COMPREHENSIVE AMC FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATION/EQUIPMENT

No. MMTC/Mum/Admn(EM)/2019-20/02

Date: 31-May-2019

FINANCIAL BID - PART II

NAME OF THE BIDDER : _____
ADDRESS : _____

Tender for Two Year Comprehensive AMC For Operation and Maintenance Of Electrical Installation/Equipment installed at MMTC House, BKC, Bandra East, Mumbai - 400 051

S/No	Description	Details of Equipment	Total Amount (for 2 years) excluding taxes.
1	Comprehensive AMC for Operation and Maintenance Of Electrical Installation/Equipment	As mentioned in Appendix - A	

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

In words (Rupees _____)

(The total amount should be both in words and figures. In case of any discrepancy the amount in words will prevail. No alternation / over writing is permitted)

I/We accept all the terms & conditions mentioned in the tender document.

AUTHORIZED SIGNATORY _____

NAME : _____

Name of the Company/Firm _____

Seal of Company/Firm

PLACE :

DATE :

-----XXX-----