



MMTC LIMITED, NEW DELHI
(A Govt. of India Enterprise)

ESTATE DIVISION

No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

TENDER DOCUMENT

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE
EXTINGUISHERS INSTALLED AT MMTC HOUSING COLONY, NEW DELHI**

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Technical BID

Part – I

Start date for Downloading tender documents **12th December 2018 From 1700 Hrs**

Last date for Downloading tender document **07th January 2019 Up to 1500 Hrs**

Due date of tender submission **07th January 2019 Up to 1500 Hrs**
(Technical & Price Bid)

Technical Bids opening Date **08th January 2019 at 1100 Hrs**

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M/S

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE
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Appendix

1. Period of Completion : One year

2. Earnest Money Deposit : Rs. 1000/- (Rupees One Thousand Only)
:

3. Participation Fees : Rs.150/-(Rupees One Hundred Fifty Only) (Non refundable) incl GST

4. Address of site : MMTC Housing Colony, near Aurobindo College, Adhichini, New Delhi – 110017.

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No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

TENDER DOCUMENT

MMTC Limited (A Govt. of India Enterprise) invites E-bids under two bid system (Technical Bid – Part I & Financial Bid – Part II) for conducting Comprehensive Maintenance Contract (AMC) Of Fire Extinguishers Installed At MMTC Housing Colony and L-1/1 Hauz Khas, New Delhi from well-established and reputed firms having experience in similar type of works. Interested bidders fulfilling minimum eligibility criteria as mentioned in this tender document may submit their bid along with the following set of documents. The Technical & Financial Bid may be submitted in e-mode/physical mode. However EMD and Participation fee (Non-refundable) shall be sent in physical mode to reach the Office of General Manager (E), 2nd floor, Core-1, SCOPE Complex, Lodhi road, New Delhi – 110003 on or before 15:00 hrs of 07.01.2019.

1. Should have at least 3 years of experience in similar type of works.
2. Should have successfully completed in last 3 Financial Years, at least three works of similar nature. Each work order should be as follows:

Out of the three works, Minimum 1 work of Rs. 40,000 OR minimum 2 works of Rs. 30,000 or above OR minimum three works of Rs. 20,000 or above
3. Completion certificate issued by the client should be enclosed.
4. Proof of valid registration with statutory authorities for GST etc.
5. Arbitration cases pending against the bidders, if any, submit details.
6. Whether black-listed/ put on holiday list/ withdrawal of works etc by any clients in the last 5 years, if any. Give details.
7. Copies of annual turn over details for the last three financial years (including Balance Sheet, Income Tax returns, Profit & Loss accounts) certified by Chartered Accountant for 15-16,16-17,17-18. In case 17-18 accounts are not finalized, justification for the same may be provided and accounts of 14-15 may be submitted.

8. Profile of the firm.
9. Copy of PAN Card issued by Income tax Department, Govt. of India and details of GST registrations.
10. Scanned copy of Participation Fee (Non-refundable) in the form of Demand Draft/Pay Order for Rs 150/- (Rs One Hundred Fifty only) incl GST in favour of MMTC Limited payable at New Delhi.
11. Scanned copy of EMD in the form of Demand Draft/Pay Order for Rs.1,000/- (Rs. One Thousand only) in favor of "MMTC Limited" payable at New Delhi.
12. Details of Bank account e.g. Name of Bank, name of branch, type of A/c, along with copy of cancelled Cheque leaf.
13. Duly filled in **e-payment** proforma /format, duly certified by the Bankers to be enclosed. (Annexure-II).
14. Bidder has to fill and submit the Mandatory Information Form (Annexure I), Terms and conditions as agreed (Annexure III), Declaration by the bidder (Annexure IV) and list of similar assignments completed in last three years with the Technical Bids.

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**SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC
MODE**

1. For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

| Vendor's Queries | Contact Numbers | e-Mail ID |
|---|---------------------|--|
| New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID | +91-(79)- 68136 866 | info@abcProcure.com |
| | +91-(79)- 68136 878 | |
| | +91-(79)- 68136 845 | |
| | +91-(79)- 68136 841 | |
| Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC) | +91 9265562826 | abhijeet@eptl.in |
| Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team). | +91-(79)- 68136 833 | support@abcProcure.com |
| | +91-(79)- 68136 854 | |
| | +91-(79)- 68136 850 | |
| | +91-(79)- 68136 849 | |
| | +91-(79)- 68136 848 | pankesh@eptl.in |

1. The bidder shall have 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.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. 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.
4. 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.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.
2. Non-refundable Participation Fee of Rs 150/- (Rupees One Hundred Fifty Only) incl GST and EMD of Rs. 1,000/- (Rupees One Thousand) in the form of DD/ Pay order in favor of "MMTC Limited" payable at New Delhi) in original, should reach us in physical form before the closing date and time of the tender.
3. The sealed envelope should be super scribed as "NIT For Comprehensive Maintenance Contract (AMC) Of Fire Extinguishers Installed at MMTC Housing Colony, New Delhi-110017" having name, address, and telephone Nos. of the bidder. **The financial bid may be submitted through e-mode/physical mode. In case of physical mode, the financial bid shall be submitted in a sealed envelope.**
4. Please note that the tenders submitted without the requisite Non-refundable participation fee & EMD in the prescribed manner (through Bank Demand Draft/Pay Order in favour of MMTC Limited payable at New Delhi) shall be summarily rejected.
5. The bidders have to quote all inclusive rate i.e. rate shall include VAT, Tax, Cess, & Statutory duties etc. The rates once quoted shall be firm and any subsequent price revision/ adjustment/revamping etc. shall not be entertained during the currency of the Contract and will be valid till completion of the work. As such, the bidders are advised to ensure that their offers are complete in all respect and in full conformity with the tender terms and specifications.
6. **COMPLETION PERIOD:** One year.
7. The technical bids (Part-I) shall be opened on 08.01.2019 at 1100 hours. The date and time for opening of the Financial bid shall be informed later to the bidders who qualify in the technical evaluation process by phone/email at the address given by them in the Technical Bid.
8. Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Financial bid.
9. Under Public Procurement Policy (PPP) issued by Ministry of Micro, Small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSMEs), a minimum 20% share out of the total procurement of goods and services by Central Ministries / Departments / Public Sector Undertakings are to be made from MSEM. Further out of 20% target of annual procurement from MSMEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) /

Scheduled Tribes (ST) entrepreneurs. Preference will be given to firms registered with the Ministry of MSME as per guidelines prescribed under MSMEs Act, 2006.

10. In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above. The MSMEs parties will be eligible for the benefits as applicable to them under MSMEs Act, 2006.
11. MMTC Ltd. does not bind itself to accept the lowest or any other tender and reserves its right to reject / accept any or all the tenders received without assigning any reason whatsoever. Tenders, in which any of the prescribed conditions are not fulfilled by the bidder, shall be summarily rejected. Joint tenders shall not be accepted / considered. MMTC also reserves the right of accepting part or whole of the tender and the bidder shall meet the same as per the tender.
12. For details, please visit www.mmtclimited.com, <https://eprocure.gov.in/cppp/> & <https://mmtc.abcprocure.com>.
13. Pre-bid meeting: A pre-bid meeting will be held at 11:00 AM on 28th December at 2nd floor , Estate Division, MMTC Limited, SCOPE Complex, Lodhi Road.

**Yours faithfully,
For & on behalf of MMTC Limited,**

Chief Manager (Estate)

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE
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No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

INSTRUCTIONS TO BIDDERS - TENDER SUBMISSION PROCEDURE

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

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

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

1. E-tender documents along with the completion certificates issued by the clients where works have been executed, copies of LOI/award letter/W.O. indicating BOQ's etc of similar nature/type should be enclosed as a proof including works executed in MMTC LIMITED/ DELHI-NCR. **If submitted – tick (yes)**
2. Earnest Money Deposit of Rs. 1,000/- (Rupees One Thousand only) in the form of demand draft/pay order in favour of 'MMTC LIMITED' payable at 'NEW DELHI'. The Non-refundable Participation fee of Rs. 150/- (Rupees One Hundred Fifty Only) incl GST through DD/ pay order in favour of 'MMTC Limited' payable at 'NEW DELHI' also shall have to be submitted. **If submitted – tick (yes)**
3. Proof in support of valid registration with statutory authorities: self certified copy of EPF, ESI, TIN, PAN, GST etc. **If submitted – tick (yes)**
4. Certified copy of 'Annual turn-over' for the last three consecutive financial years duly audited indicating Annual turnover, balance sheet, Income tax returns, P&L account etc to be submitted. **If submitted-tick (yes)**
5. Profile of the firm / company including copies of registered partnership deed / proof of proprietorship, memorandum & articles of association etc in the case of a company, as the case may be. The details of manpower engaged by the firm / company may also be indicated including qualified and experienced supervisors. **If submitted- tick (yes)**
6. Proof of financial soundness during the last three financial years and attested copy of solvency certificate issued by the scheduled / nationalized bank. **If submitted – tick (yes).**
7. This is to confirm that in case of acceptance of our tender bid, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down terms, schedules, BOQs, specifications, etc as per the tender. We also confirm that the work shall be done within the stipulated period as per the terms and conditions of this NIT. **If submitted- tick (yes).**

NB:

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

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

1. FINANCIAL BID: B.O.Q. (BILL OF QUANTITIES) in prescribed format DULY FILLED AND SIGNED.

FOR & ON BEHALF OF MMTC LIMITED

**Chief Manager (Estate)
MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003.
Phone: 011-24381338/24381267**

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GENERAL INSTRUCTIONS FOR THE BIDDERS

1. Bidder must fill all the schedules and submit all the prescribed information as per the instructions given in various sections of the tender. Each & every page of the tender document as prescribed must be signed & stamped and submitted in token of complete acceptance thereof. The information submitted shall be complete in all respects. All entries in the tender shall be written in English OR Hindi. The use of Erasers and over writing are not allowed. The bidder shall duly attest & stamp all cancellations, if any, failing which the tender shall be liable for rejection at MMTC Limited's sole discretion.
2. To acquaint themselves with the work, all the bidders are requested to visit the site by contacting the Site Office (Ph. No. 011- 26967412/ 26568829) at MMTC Housing Colony, Adhichini, New Delhi - 110017 on any working day and satisfy themselves.
3. The Earnest Money may be forfeited at MMTC's option in case the bidder withdraws its tender during the validity period.
4. If the bidder deliberately gives wrong information in his tender, MMTC reserves its right to reject such tender at any stage or cancel the contract, if awarded, and forfeit the earnest money/security deposit/any other dues. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.
5. The Contractor shall have to execute an agreement with MMTC immediately after issuance of work order. However, no escalation in rates quoted by the bidder shall be permitted during the currency of the agreement / extended period(s).
6. The Contractor shall not sub-let the contract in part or whole as detailed in the tender /specifications without the written permission of MMTC.
7. All the work shall be carried out as per given specifications/ Descriptions of items of approved Manufacturers, and the terms and conditions given in the tender. The quality consciousness in execution of works is required.
8. Minor modifications if any, as suggested by MMTC/ Site In-charge / Engineer-in-chief, have to be incorporated and executed without any extra cost.
9. Deviation from the tender conditions is liable for non-acceptance at the sole discretion of MMTC Ltd.
10. The contract or the contract document shall mean and include the work orders/agreement, schedule of quantities, if any, general conditions of the contract, instruction to bidders, if any, the tender document and the acceptance letter

issued by MMTC. Any conditions or terms stipulated by the bidder in the tender document or the subsequent letter shall not form part of the contract unless specifically accepted in writing by MMTC and incorporated in the agreement/work order.

11. Letter of award/ letter of acceptance / letter of intent shall mean the intimation by letter / by fax/e-mail to the bidder that the tender has been accepted in accordance with the provisions contained in the letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of the contract shall be applicable from this date.
12. Completion time shall mean the period / date specified in the letter of intent, work order, tender document.
13. The Contractor shall furnish to MMTC, the name, designation and address of his authorized representatives/agent on his behalf. The complaints, notices, communications, reference shall be deemed to have been duly given if delivered to the Contractor or his authorized agent by hand at work site or thru' ordinary post.
14. The bidder should study all the tender documents carefully and understand the conditions and specifications etc. The bidders or his authorized representative should sign & stamp every page of the tender document.
15. The bidders shall remove all debris/wastes etc. wash and clean the floors/areas and hand over the site in a clean and habitable condition after completion of work at their cost.
16. The time allowed is one year. However, it can be extended with mutual consent at the discretion of MMTC.

Yours faithfully,
For & on behalf of MMTC Limited,

Chief Manager (Estate)

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE
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No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

SCOPE OF WORK

1. The work includes Comprehensive Maintenance of 96 (48 Nos Co2 and 48 Nos ABC type) Fire Extinguishers (As per details in Financial Bid) owned by MMTC and installed at MMTC Housing Colony, Adchini, New Delhi-110017 and L-1/1 Hauzkhas enclave, New Delhi- 110016.
2. The contract shall include minimum one general service initially and subsequent monthly checking & submission of report to the Site Incharge.
3. The contractor needs to depute experienced service engineer/ supervisor/ mechanic at site monthly for routine service. However, all complaints/ repairs shall be attended to within 24 hours, failing which the contractor will be required to provide requisite number of standby fire extinguishers at his own expenses. If urgent work is required on Saturday/ Sunday or a public holiday, contractor shall be duly intimated by MMTC and it will be incumbent upon the contractor to carry the work on such days. The successful bidder is duty bound to provide a helpline number for registration of complaints.
4. Routine Services (Monthly): The routine services will include: General cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, pressure testing, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers.
5. Apart from the routine services, the other services provided for maintenance of ABC/ CO2 type of fire extinguishers will have to be specified in the Maintenance Report.
6. Safety seals and tamper indicators should be checked and replaced if found broken.
7. Fullness of the cylinders should be checked by pressure gauge or weighing of cylinders(whichever is applicable).
8. During inspection if any deficiency is noted, corrective action including recharging of cylinder should be done.
9. During inspection if any physical damage, corrosion, leakage, clogging, blocking of plunger is observed, the same may be brought to the notice of the Company and rectified immediately.

10. During half yearly maintenance the exterior of the extinguishers, polish the painted portion with wax polish/ metal polish/ silver polish as applicable and the plastic components to be thoroughly washed with soap solution and sun dried.
11. During the tenure of the contract period, the firm needs to carry out one discharge test and hydraulic pressure test the fire extinguishers.
12. All the fire extinguishers should be maintained as mentioned in IS codes.
13. The successful bidder shall organize a demonstration drill for the benefit of MMTC Colony resident and others in consultation with MMTC site (I/c)/ designated officer.

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No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

GENERAL TERMS & CONDITIONS

1. The Contractor shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of the MMTC.
2. The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all the matters pertaining to the contract, including the arbitration clause.
3. All fire extinguishers are to be maintained properly to ensure desired efficiency during requirement/ exigencies.
4. The units must be free from frosting and water accumulation.
5. In case in the opinion of the MMTC, any machine is defective needs to be brought back to proper working order, same shall have to be done by the firm within the rate quoted and within 15 days from the date of communication. In case of failure to bring the machine to proper order within stipulated period, damages/ penal charges shall be applicable.
6. The firm must be authorized dealer/ having authorized workshop (should submit the authorization).
7. The firm should maintain a log book of each & every complaint of fire extinguishers.
8. The firm should instruct its representative to sign the attendance register maintained in MMTC on periodical basis.
9. MMTC may use one or two numbers of fire extinguishers for efficiency test/ demonstration once in six months and the same will be refilled by the firm without charging any extra cost during the contract period.
10. The Contractor shall normally have to make his own arrangement for storing/deploying the materials, manpower, water etc required for the works. However, if available, a flat shall be allotted for storing of materials and manpower on payment of Use and Damage charges as fixed by MMTC.
11. The electric power requirements for the project shall be borne by the Contractor.
12. The Contractor will ensure necessary precautions during the execution of works & will not create any obstacles to the inhabitants of flats situated in and around the

colony and also shall make good the installation damages, if any, during the execution.

13. The period of work contract shall be 365 days counted from the day of issuance of the Work Order. Time is the essence of the contract. If the Contractor fails to execute or complete the work within the stipulated time or within the time agreed or extended period as approved by GM (E&A)/ CGM (P&A). MMTC Ltd shall levy a penalty for delayed completion which shall be Rs. 500/- (Rupees Five Hundred only) per day of the delayed period subject to maximum of 10% of the contracted amount. MMTC Limited shall have the right to deduct such amount from any money due to the Contractor. The incomplete work, if any, will be done by MMTC at the risk and cost of the Contractor by MMTC.
14. The decision of MMTC Limited regarding extension of time with or without levy of penalty shall be final & binding on the Contractor.
15. The bidders shall deposit Rs. 1,000/- as EMD by Demand Draft/Pay Order in favour of MMTC Ltd payable at New Delhi. The earnest money of the successful bidder will be retained as interest free security deposit. The earnest money of the unsuccessful bidders shall be refunded without any interest after award of work to the successful bidder.
16. The laborers engaged by the Contractor shall be the employees of Contractor & there shall not be at any point of time exist any relation of employer and employee between MMTC & the Contractor or its agents / labourers engaged by the Contractor. The Contractor shall pay to the labourers engaged by him in connection with the work wages not less than the minimum wages prescribed under the Minimum Wages Act 1946, updated by Delhi Government from time to time and shall duly and properly comply with all types of extant legislations. It shall be the sole responsibility of the Contractor to deduct EPF/ESI and any other statutory contribution from the wages of the workers & timely deposit the same with the concerned Govt. Departments / Designated Agencies. Violation of this clause shall be deemed a breach of contract. The Contractor shall comply with all provisions of labour laws/rules/regulations as may be in force from time to time and fulfill all obligations of Contract Labour (Regulation & Abolition) Act, 1970. The Contractor shall indemnify MMTC for any damage to its property or any physical injuries caused to MMTC employees & his/her kith and kin living in MMTC Housing Colony under Workmen's Compensation Act or under any other acts in force from time to time. MMTC shall be totally indemnified of any liability whatsoever.

17. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together & same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and

if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to MMTC Limited whose decision shall be final and binding.

18. EVALUATION OF BIDS :

The bids will be evaluated on the parameters fixed for eligibility criteria and the bids of such bidders who do not fulfill the eligibility criteria will not be considered for opening of the Financial Bid.

Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender both technically and commercially.

The bidder must have the work experience for executing similar type / nature of work during the last 3 (three) preceding years preferably for public sector undertaking / Government establishment or reputed private establishment. Proof of the satisfactory performance from the previous employer to be provided.

MMTC reserves the right to accept any tender or reject any tender or all tenders without assigning any reason whatsoever.

The technical assessment of the bid will be carried out by a Committee which would involve past experience documents / credible balance sheet of the firm. The Committee shall have the right to qualify / disqualify the bids as per its / their analysis.

The evaluation of the offers shall be made as package carrying all the items based on the unit rates quoted for the approximate quantities as per Financial Bid. The Financial bid evaluation of the L-1 bidder shall be determined based on the unit rates of all the items.

The lowest 'Acceptable' tender shall be considered further for conclusion of contract.

19. LIQUIDATED DAMAGES:

MMTC reserves the right for termination of the contract at any time by giving one month written notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibility of the Contractor who is awarded the work contract in the first place and any excess expenditure incurred on account of this will be recovered by MMTC from the Security Deposit or pending bills or by raising separate claim on the Contractor.

The MMTC will have the right to forfeit the security deposit amount, whole or part thereof or deduct whole or part of the security deposit against payment of amount due to MMTC by way of any loss or damage caused to or would be caused to / suffered by the MMTC by reason of any breach of contract or if any of the terms and conditions contained in the agreement or by reason of Contractor's failure to perform the agreement. The decision on the amount of penalty would be that of MMTC & cannot be contested by the Contractor.

Any damage to the existing structure / property, appliances, furniture & fixture and fittings etc. during execution of the work contract, shall be made good immediately on the spot by the Contractor at his own expense.

20. AGREEMENT

The successful contractor will be required to duly sign an agreement as may be drawn up to suit local conditions and shall pay for all stamp and legal expenses, incidental thereto. The rates quoted by the bidders shall be valid during the currency of the agreement and no escalation is permitted /considered till the completion of the work awarded.

The agreement shall remain valid initially for a period of One year. However, it can be extended with mutual consent at the discretion of MMTC. No escalation is permitted during the tenancy of the agreement or extension thereof.

21. Bidder's confirmation to read as:

This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.

The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd

I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

The DVAT / (TDS) as applicable will be deducted from the bill(s) of works done, by the Contractor. Payments only for the executed work shall be made according to the terms and conditions of the tender. It is reiterated that the quoted rates are inclusive of all taxes ,duties, octroi, levies, work contract tax, transportation etc. and will remain firm till the completion of the works/contract. The VAT, TDS or any other statutory duties, taxes shall be deducted at source as per rules from the running bill/bills by the MMTC Limited. Income Tax at the prevailing rates as applicable from time-to-time shall be deducted from Contractor's bills as per Income Tax Act.

The bidders are requested to submit an attested copy of the PAN Card, TIN No., GST no. and fill up the Vendor e-payment form of MMTC. The payment/refund shall be made subject to issue of Vendor code number of the Contractor as all payments/refunds by MMTC will be done through e-payment mode only.

22. PAYMENT:

Payment to the successful contractor shall be released on monthly basis through e-mode within 15 days from the date of receipt of bills in triplicate along with necessary documents.

23. TERMINATION OF THE CONTRACT:

In the event, Contractor fails to execute the work with due diligence or expeditiously or shall refuse or neglect to comply with any orders/ instructions given to him in writing within the scope of the work order or shall contravene the provisions of the work order, MMTC may give notice to the Contractor in writing, calling him to make good the failure within such time which may be deemed reasonable, but not exceeding 30 days & in default, MMTC without prejudice to its right under the work order, may rescind or cancel the work order, holding the Contractor liable for damages and MMTC shall have the option and be at liberty to get the balance /unexecuted work done through some other agency at the risk and cost of the Contractor. The cost so incurred along with damages as decided by the MMTC, shall be recoverable from the dues payable to the Contractor for the work executed under the work order or any other of his dues payable by MMTC.

24. TERMINATION FOR INSOLVENCY:

MMTC may at any time terminate the works order by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to MMTC.

25. ARBITRATION:

In case the bidder is Govt. Dept/Public Sector Undertaking settlement of dispute will be followed as per following clause:

i. "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause:

ii. In case the bidder is not a Govt department / Public Sector Undertaking, Settlement of dispute will be followed as per the following clause: ii) “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or 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 Arbitration Act 1996 shall be applicable to the arbitration under this clause. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The seat of arbitration shall be New Delhi

JURISDICTION CLAUSE: The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

26. 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, floods, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative. Any waiver/Extension of time in respect of the execution of work shall not be deemed to be waiver/extension of time in respect of the remaining work to be executed.

“If operation of such circumstances exceeds 15 days, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract with supporting documents to the effect of force-majeure issued by the government/Competent Authority.

27. Increase /Decrease in Work :

The MMTC reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these changed orders. The Contractor is bound to carry out any items of work necessary for the completion of

the Work even though such items of work may not be expressly described in the Contract Documents.

28. Notices, Fees, Bye Laws, Regulations:

The Contractor shall comply with all applicable laws, rules and government acts and notifications including the bye-laws or regulations of local authorities relating to the Work in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required for the plying of trucks, installation of machinery etc., and also for construction of temporary offices, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges as demanded under the law to concerned authorities. In the Contract Price for the Work, the Contractor shall provide for such compliance of work, to be executed and for giving of all such notices, and shall include the payment of all such fees and charges.

29. Separate Contracts

MMTC reserves the right to award the work fully or into parts or other contracts in connection with the Works awarded. The Contractor shall give other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its work and their work. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer-in-Chief /Site-In-charge any defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper, except as to the defects which may develop in the other Contractor's work after execution of the work.

30. SAFETY REQUIREMENTS –

NOTE - To be strictly followed and implemented at Site.

The Contractor alone shall be responsible for compliance with respect to any safety measures as may be required by law or may be prudent as per the accepted industry practice with respect to the works to be executed under this Contract, under any statutory provisions including but not limited to those specifically provided under the Building and Other Construction Workers (Regulation and Employment) Act, 1996.

The Contractor shall be responsible for providing constant and adequate supervision of the Work to ensure compliance with the provisions of laws relating to safety and for taking all practical steps necessary to prevent accidents and shall appoint a legal, regulatory and compliance team or an external agency competent to handle such works to the satisfaction of the MMTC, at his own cost.

The Contractor shall be liable to follow all rules, regulations, generally accepted safety standards as per the best practice in the industry, whether written or not. The Contractor shall also be liable to do all that is necessary and prudent in the construction industry whether or not mandated in any law or this Contract. The Contractor shall incorporate in their operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code 2016 and regulations of local Authorities. Where the requirements of BIS Codes, National Building Code and regulations are duplicated by local Authorities, the more stringent regulations shall be deemed to apply.

All consequences, damages or losses arising by reasons of any violation of safety norms as specified in the Contract shall be met by the Contractor. The Contractor shall be bound to pay compensation to the persons for the injuries sustained or death owing to neglect of the safety precautions. Should any claim proceedings be filed against the MMTC the Contractor hereby agrees to indemnify the MMTC against the same.

31. Indemnity:

The Contractor or the sub- Contractor shall indemnify, defend and hold and keep indemnified, the MMTC from and against all actions, suits, claims costs, liabilities and demands brought or made against the MMTC in respect of any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Contractor's or Sub-Contractor's performance under this Contract and against any loss or damage to the MMTC in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project coordination services under this Contract, including but not limited to meeting the Project milestones, non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials. The obligations of the Contractor under this clause shall survive the termination or expiry of this Contract.

32. FRAUD PREVENTION POLICY:

1. Commitments of the Bidder(s):

- a) The Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at www.mmtclimited.com during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- b) The Bidder(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - c) The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications in the bidding process.
 - d) The Bidder(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - e) The Bidder(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
 - f) The Bidder(s) if any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Clause 32(1) or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- 3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause 32(2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value .or the amount equivalent to Performance Bank Guarantee.

33. HOLIDAY LISTING :

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force".

ANNEXURE -I

Mandatory Information of Bidder

| | | |
|----------------------------------|---|--|
| Company Name | : | |
| Registration Number | : | |
| Registered Address | : | |
| PAN NO. / TAN NO./ GST | : | |
| Name of Partners / Directors | : | |
| City Name | : | |
| Postal Code | : | |
| Company's Establishment: Year | : | |
| Company's Nature of: Business | : | |
| Company's Legal Status | : | |
| Company Category | : | |
| Contact Details | : | |
| Contact Name | : | |
| Designation | : | |
| Date Of Birth | : | |
| Correspondence Email | : | |
| Phone | : | |
| Mobile | : | |

Signature of the bidder:_____

Name:

Designation:

(B) In case you do not have an account with HDFC Bank, then please provide the following details, so that we can transfer funds through RTGS mode:-

| | | |
|---|----------------------------------|----------------------|
| 1 | Bank Account No. | <input type="text"/> |
| 2 | RTGS /IFSC Code | <input type="text"/> |
| 3 | NEFT /IFSC Code | <input type="text"/> |
| 4 | Bank Name | <input type="text"/> |
| 5 | Bank Branch Name | <input type="text"/> |
| 6 | Branch code | <input type="text"/> |
| 7 | Bank Location | <input type="text"/> |
| 8 | Account Type (Saving/Current) | <input type="text"/> |
| 9 | E-mail ID (if any) | <input type="text"/> |

A blank cancelled cheque leaf has been enclosed: YES/NO

Thanking you,

(Vendor's/ Customer's Name & Signature)

Certified by Bank regarding Banking Details

(Bank Seal & Signature of Authorized Signatory)

TERMS AND CONDITIONS AS AGREED

- a. This is to confirm that in case we are considered, we do hereby undertake to carry out the said works as per our all inclusive quoted rates under the laid down schedules, BOQs, specifications, drawings etc in the tender. We also confirm that the works shall be done within the stipulated period as per NIT. We shall give our best and make all efforts for the said works.
- b. The NIT/ tender form/ terms & conditions which is/are downloaded from the website(s) has not been changed or corrected in any manner. I understand that only the conditions and readings as appearing in the original uploaded form will be treated as valid. For checking the form and the conditions and the readings used by me in the tender submitted will be compared and confirmed with the original uploaded at MMTC &/or Govt. websites. If there are any changes/ corrections in the NIT/ tender form/ terms & conditions, my tender is liable to be rejected as per the discretion of MMTC Ltd.
- c. I/We hereby confirm that, all the terms and conditions specified in this NIT/ Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate places and if this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of MMTC Ltd.

Signature _____
Name _____
Designation _____
Company/Firm _____

Date _____

Place _____

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE
EXTINGUISHERS INSTALLED AT MMTC HOUSING COLONY, NEW DELHI**

| Sr. No. | Details of work contract with name of client | Value of work as per final bill(Rs.) | Date of commencement | Date of Completion | Penalty if any for delay etc | Completion certificate from client or their consultant |
|---------|--|--------------------------------------|----------------------|--------------------|------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

SIGNATURE & SEAL OF APPLICANT

ANNUAL TURNOVER FOR THE LAST THREE YEARS

| Sl. No. | Financial Year | Total contract amount received in Rs. | IT Certificate enclosed Yes/No | Audited Balance sheet copy enclosed Yes / No | Remarks |
|----------------|-----------------------|--|---------------------------------------|---|----------------|
| 1. | 2015-2016 | | | | |
| 2. | 2016-2017 | | | | |
| 3. | 2017-2018 | | | | |
| | | | | | |

SIGNATURE & SEAL OF APPLICANT

DECLARATION BY BIDDER

I hereby declare that:

Our Company/firm has not been blacklisted/banned//barred/terminated on account of non performance by any Central/State Government Department/quasi government Agencies/ Public Sector Undertaking/Govt. Authority.

Signature _____
Name _____
Designation _____
Company/Firm _____

Date _____

Place _____

--

N.B. The Above documents form part of TECHNICAL BID (PART-I).

**NIT FOR COMPREHENSIVE MAINTENANCE CONTRACT OF FIRE EXTINGUISHERS
INSTALLED AT MMTC HOUSING COLONY, NEW DELHI**

No. MMTC/Estate/950/Fire Extinguishers/17-18

Dated: 12.12.2018

**PART-II
FINANCIAL BID**

| SI No | Type of Fire Extinguishers | Capacity of Fire Extinguishers | No of Fire Extinguishers | Make | Unit Rate per refilling (in Rs) | Total Amount (in Rs) |
|--------------|-----------------------------------|---------------------------------------|---------------------------------|-------------|---|--------------------------------------|
| 1 | ABC | 6kg | 48 | Safepro | | |
| 2 | CO2 | 4.5kg | 48 | Lifeguard | | |
| SI No | AMC Charges | | Nos | | Rate per Month | Total Amount in Rs(per Annum) |
| 3 | AMC charges for both ABC & CO2 | | 96 Nos | | | |
| 4 | Total Amount (1+2+3) | | | | | |

Amount in words:

The rates quoted shall be exclusive of applicable GST charges

Signature of the bidder with seal & date