

MMTC LIMITED, MUMBAI

(A Govt. of India Enterprise)
MMTC House, C-22, E-Block, Bandra Kurla Complex,
Bandra(E) Mumbai 400 051.

ADMINISTRATION DIVISION

Tender No. MMTC/Mum/Admn./FF/23/2017-18

Dated: 16.02.2018

TENDER DOCUMENT

E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC SEEPZ, ANDHERI, MUMBAI.

Technical BID

Part – 1

Start date for Downloading tender documents	Dt. 16.02.2018 From 1000 HRS.
Last date for Downloading tender document	Dt. 16.02.2018 Up to 1200 HRS
Due date of tender submission (Technical & Price Bid)	Dt. 09.03.2018 Upto 1400 HRS
Technical Bids opening Date	Dt. 09.03.2018 14.30 HRS

Downloaded by:

M/S



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTG HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTG, SEEPZ, ANDHERI, MUMBAI.

No. MMTG/Admn/FF/23/2017-18

Dated: 15.02.2018

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Appendix

1. Period of AMC : Initial AMC for 12 months
Mutually extendable to another 12 months

2. Security deposit : Rs. 2,00,000/- (Two Lakh only)

3. Participation Fees (Non-Refundable) : Rs. 1000/- (Rupees One Thousand Only) in
Through e-payment (NEFT/Fund Transfer) in Axis Bank
Ltd. BKC Branch, Bandra(E)Mumbai.
Current Account No. 2,30,01,02,00,00,46,88 IFSC Code:
UTIB0000230 and submit letter mentioning UTR
Number.



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTc HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTc SEEPZ, ANDHERI, MUMBAI.

No. MMTc/Admn/FF/23/2017-18

Dated: 15.02.2018

NOTICE INVITING TENDER

MMTc Limited invites E-bids for "E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTc HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTc OFFICE AT SEEPZ, ANDHERI, MUMBAI" from Government firms, semi-government, PSUs and reputed private firms, etc.

Interested bidders fulfilling minimum eligibility criteria as mentioned below may submit their e-bid along with the following set of documents. Self verified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID on or before 14.00_hrs of 09.03.2018

Eligibility Criteria/Proof of Eligibility:

- A. For Central/State Govt. Departments: Complete profile of the Department.
- B. Private reputed firms:
 - (i) Annual turnover of the organization for the last three financial years.
 - (ii) Complete Profile of the organization.
 - (iii) Last three years audited financial statements (balance sheet and Profit & Loss A/c) along with a certificate issued by C.A. (in original) confirming audit, positive net worth, turnover of the organization.
 - (iv) Income Tax returns for the last three financial years.
 - (v) List of Board of Directors.
 - (vi) Solvency report from your Banker
 - (vii) PAN Number
 - (viii) Approved licensed agencies of Directorate of Maharashtra Fire Services as on 28.02.2017.



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTc HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTc OFFICE, SEEPZ, ANDHERI, MUMBAI.

MMTC/Mum/Admn/FF/23/2017-18

Dated – 15.02.2018

SPECIAL TERMS & CONDITIONS FOR E-TENDER

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

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.abcpurchase.com/EPROC/> In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

Procedure for Registering in E-Procurement portal

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

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

HELP DESK TIMINGS : 1000 HRS TO 1830 HRS IST (MONDAY TO FRIDAY)(Exclusions: MMTc HOLIDAYS))		
Contact Nos . for help desk officers		
Dedicated help desk for MMTc		
Name	Email-id	Phone Number
ONSITE Mr. Abhijeet Goware Resident Manager.	abhijeet@eptl.in	+91-9265562826 079-40270507
OFFSITE Mr. Pankesh Kumar Technical Support	pankesh@eptl.in support@abcpurchase.com	91-9374519729

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

Yours faithfully,
For on behalf of MMTc Ltd.

Senior Manager (Admn)



INSTRUCTIONS TO TENDERERS

TENDER SUBMISSION PROCEDURE:

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

The bidder shall enclose the following papers, documents with the Bid:
ENCLOSURES TO PART – I (THROUGH E-MODE ONLY):

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

Foot Notes:

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

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

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

FOR AND ON BEHALF MMTC LIMITED

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

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



NOTICE INVITING TENDER
(PART 1 & 2)

**NAME OF THE WORK – Comprehensive Annual Maintenance Contract (AMC)
& Repairing for Fire Protection and Detection System at MMTC House, BKC, Mumbai &
MMTC Office, SEEPZ, Andheri (E), Mumbai.**

NAME OF THE TENDERER

ADDRESS

.....

ISSUE OF TENDER :

LAST DATE OF SUBMISSION :

BID OPENING DATE :



Comprehensive Annual Maintenance Contract (AMC) for Fire Protection and repairing for Fire Protection & Detection System at MMTC House, BKC, Mumbai and MMTC Office, SEEPZ, Andheri, Mumbai.

PART – 1

NOTICE INVITING TENDER

Comprehensive Annual Maintenance Contract (AMC) and Repairing for Fire Protection and Detection System at MMTC House, BKC, and MMTC Office at Seepz, Andheri, Mumbai

1. E-bids are invited for the Comprehensive Annual Maintenance Contract and Repairing for fire protection and detection system installed at MMTC House, Plot No. C-22, 'E' Block, Bandra Kurla Complex, Bandra (E), Mumbai.- 400 051 and MMTC Office at Seepz, Andheri, Mumbai. The offer shall be submitted through e-mode only in two envelopes. The content of the envelopes shall be as follows:
 - a. General conditions of contract, Scope of work, Annexure I & II duly filled.
 - b. Price bid for the Annual Maintenance Contract of fire protection and detection systems in the prescribed format (Annexure III).
 - c. Shall be opened at **09.03.2018** hrs in the presence of bidders authorized representatives who may be present at the time of opening.

The e-bids (price) of the pre-qualified vendors who have successfully completed the demonstration will only be considered for the opening and further processing.

Date of opening of cover-2 shall be intimated to the bidders to enable them to be present. Any bid not meeting the criteria as specified shall be rejected and Cover-2 of such bidder will not be opened and will be returned in unopened condition in due course.

2. The tender documents can be downloaded from the website www.mmtclimited.com/ / <https://mmtc.abeprocurc.com>
3. The quoted rates shall be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in figures, the prices written in the words shall be considered to be correct.
4. This office is not responsible for any kind of delay for receipt of tender within specified date and time and the tenders received after the scheduled date and time will be rejected outright. Only one tender should be submitted by each tenderer & properly through e-tender will be considered. The tender is not transferable.
5. The tenderers shall submit their offers strictly in accordance with the terms & conditions of the Tender document. Any tender that stipulates conditions contrary to the conditions given in the tender document is liable for rejection.



6. The rates for providing the maintenance services shall be quoted as per the enclosed format & shall be inclusive of all taxes, GSTN, duties, works contract tax, sales tax, service tax, VAT etc. The Bidder shall ensure minimum wages to all his employees to be deputed in MMTC HOUSE, BKC satisfying the Central / State Govt. minimum wage Act. Also, the bidder shall keep all mandatory records like PF, ESI, and Bonus etc. of his employees deputed in MMTC HOUSE, BKC as per requirement of the labour enforcement inspectors to be produced as and when required.

The MMTC Limited reserves the right to reject any or all tenders in part or full without assigning any reasons thereof.


(Sanjay N. Ramraje)
Sr. Manager (Admn)

I / We have read the above terms & conditions.



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC OFFICE, SEEPZ, ANDHERI, MUMBAI.

MMTC/Mum/Admn/FF/23/2017-18

Dated – 15.02.2018

General Terms and Conditions:

Applications are invited in the prescribed format for the Comprehensive Annual Maintenance Contract (AMC) & Repairing for Fire Protection and Detection System Installed at MMTC House, BKC, Plot No. C-22, 'E' Block, Bandra - Kurla Complex, Bandra (E), Mumbai.- 400 051 and MMTC Office, Seepz, Andheri, Mumbai.

Contractors who fulfill the following requirements shall be eligible to apply in prescribed format only.

1. Only the bids received from agencies that satisfy the following criteria shall be considered:
 - a) The vendor must be agree for carrying out Comprehensive AMC works & Repairing for Fire Protection and Detection System in office building of MMTC House, BKC, Bandra (E) and SEEPZ, Andheri (E), Mumbai.
 - b) The vendor should have an office based in Mumbai with technically qualified staff to render the said services. (Details should be attested)
 - c) Value of contract executed during last 7 years towards Comprehensive AMC for fire protection and detection:
 - (i) 3 similar works of contract value more than Rs.4 lacs each job (including firemen supply)
OR
 - (ii) 2 similar works of contract value more than Rs.7.0 lacs each job. (including firemen supply)
OR
 - (iii) 1 similar work of contract value more than Rs.10.0 lacs each job.(including firemen supply)
- and in support thereof their balance sheets/profit & loss accounts be attached duly certified by their Chartered Accountant.
- d) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- e) Financial standing through latest audited report , financial statement, Annual report (balance sheet and Profit & Loss account) of last 3 years along with Audit Report.
2. The vendor should also furnish the following information in 'Cover I' (Technical Bid).
 - a) Company profile in detailed.
 - b) Details of the AMC jobs executed in the past seven years along with the value of the job.

Please note that the details furnished shall be for the maintenance jobs & not for the installation works.

- c) Name and address of the clients for whom the jobs were executed.
- d) Copies of the Certificates from the Clients for satisfactory service.



- e) EMD of Rs. 50,000/- by NEFT/RTGS only.
- f) Copy of MSME/NSIC Registration Certificate
- g) Copy of license issued by Central/State Govt.
- h) Proof of Registration to carry out fire fighting work
- i) Copy of Service Tax Registration
- j) Copy of PAN card
- k) Valid copy of EPF/ESIC Registration
- l) Details of bank accounts
- m) Solvency certificate from Bank.
- n) Proof of Caste Certificate duly issued by statutory authority.

- 3. The vendors are requested to inspect the site, if required during working hours from Monday to Friday (except MMTC holidays) with prior approval of MMTC before submitting the offer.
- 4. Bidders may download the document from MMTC's website www.mmtclimited.com/eprocure@gov.in Completed applications duly filled in Annexure (I & II) and receipt of Earnest Money Deposit (EMD) of Rs. 50, 000/- paid to MMTC Ltd. through e-payment mode (NEFT/Fund transfer).
- 6. The price bids (Cover-2) of the prequalified vendors will only be considered for the opening and further processing.

7. **Earnest Money:**

- 7.2. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer 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 to the MMTC.

The tenders without Earnest Money Deposit will be summarily rejected.

- 7.3 Earnest money deposit will be forfeited if the successful tenderer failed to furnish the security deposit.
- 7.4 No claim shall lie against the MMTC/Department in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.

8. **Signing of Tender:**

Individual signing the tender 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 agreement 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:

- (i) In case of partnership firms, a copy of the partnership agreement 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 agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (ii) 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.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

09. Right of Acceptance:

9.1 The MMTC reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific tender. The decision of MMTC in this regard is final and binding.

9.2 Tenderor will strictly be selected on the basis of L1 bidder.

9.3 Any failure on the part of the tenderor to observe the prescribed procedure and any attempt to canvas for the work order will prejudice the tenderor's quotation.

10. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for Security Deposit will be communicated.

11. Performance Security Deposit:

11.1 The successful tenderer will have to deposit Rs.2, 00,000/- of total supply order within 30 days of receipt of supply order as Performance Security Deposit in favour of the MMTC and submit the receipt in original. The Security Deposit should be furnished in the form of Bank Guarantee duly issued by Nationalized Bank.

11.2 The Performance Security Deposit can be forfeited by order of the MMTC in the event of any breach or negligence or for non-acceptance of any condition of contract or for unsatisfactory performance or for non-execution of work. On expiry of the contract, such portion of the said Performance Security Deposit as may be considered by the MMTC, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.



11.3. The Security Deposit will not be adjusted against any payment due to the firm from the MMTC. Failure to pay the Security Deposit will entail forfeiture of the FMD to the MMTC and the contract shall be awarded to any other bidder.

12. **Penalty:**

In the event of tenderer failing to:

- (i) Observe or perform any of the conditions of the work as set out herein then it shall be lawful for the MMTC in its discretion to remove or withhold any part of the work until such time as MMTC may be satisfied that tenderer is able to do and will duly observe the said conditions.
 - (ii) Execute the work in good and workmanlike manner and to the satisfaction of the officers nominated for the purpose and by the time fixed by the MMTC then in such case MMTC reserves right to reject or remove as the case may require any work executed otherwise than in a good and workman-like manner to the satisfaction of the officers nominated for the purpose by the time fixed by the MMTC.
 - (iii) and in both or either of the events aforesaid to make such arrangement as MMTC may think fit for the reproduction of the work so removed in lieu of that so rejected or removed as aforesaid on cost and at the risk of the tenderer .
- (b) Provided further that if in either, due to any excess expenditure paid incurred by reason of the difference between the amount paid and the accepted rates, MMTC may charge the amount of such excess cost to the tenderer and the same may at any time thereafter be deducted from any amount that may become due to the tenderer under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the MMTC;
- (c) In the event of discovery of any error or defect due to the fault of the tenderer at any time after the completion of work, the tenderer shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the MMTC. In the event of the discovery of any defective work, which owing to urgency or for any other reason, MMTC shall have the power to deduct from any payment due to the tenderer such sum as may deemed fit.
- (d) In the event of a work being wholly rejected, the MMTC may at its discretion either:
- (i) Permit the tenderer to re-do the same within such time as MMTC may specify at tenderer 's own cost which shall include the costs of all sorts.
 - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the tenderer in which case the amount of extra cost, if any, shall be recovered from the tenderer in the manner provided in sub- clause (b) of this clause.



13. **Insolvency, etc:**
In the event of the firm being 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 a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the MMTC shall have the power to terminate the contract without previous notice.
14. **Breach of Terms and Conditions:**
In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this Department in that event and the Security Deposit shall also stand forfeited.
15. **Subletting of Work:**
The firm shall not assign or sublet work or any part of it to any other person or party.
16. **Right to Call upon Information Regarding Status of Supply Order:**
The MMTC will have the right to call upon information regarding status of work at any point of time.
17. **Precautionary Measures:**
- 17.1 While observing the economy in costs in his own interest the tenderer must be careful that quality of the equipment is maintained as well as downtime prescribed, etc., should not be disturbed.
- 17.2 The tenderer must take every care to see that the work order or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work order under proper security conditions and no spare item of work order/copies should be retained/sold or otherwise made over by the tenderer or any of his staff member to any person other than the person(s) authorized by the MMTC. Workmen shall be appointed by successful tenderer.
- 17.3 The tenderer must confirm that the store/materials offered will conform to the specifications in all respects. The mere fact that the competent authority has approved the supply order (just by seeing it in a non expertise way) will in no way absolve the tenderer from supplying equipments of the different specifications. Where the equipments offered are not as per the required specification will be rejected summarily.
18. The tender is not transferable. One tenderer shall submit only one tender.
- Compliance with Laws:**
- (a) During the performance of the work, the successive tenderer shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, 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 agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be



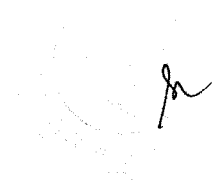
required by such applicable law, by-laws and rules, regulations, orders. The successive tenderer shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.

- (b) If during the tenure of work stipulated herein, tenderer may found violating any laws, norms attributed & applicable from this tender, in such event, the tenderer will be solely liable to face the consequence of violation, inasmuch, the tenderer 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.
20. The contractor should make monthly staff payments through pay slip and abide by minimum wages Act.
 21. The rates quoted shall be valid for 60 days from the date of opening the price bid.
 22. The quoted rate for providing the maintenance services shall inclusive of all taxes, duties, works contract tax, sales tax, service tax, VAT etc.
 23. The Bidder shall ensure payment of minimum wages to all his employees deployed at MMTC House, BKC as per the Central Govt. minimum wage Act/Maharashtra State Govt. Act.
 24. The bidder shall keep all mandatory records like PF, ESI, Bonus etc. of his employee posted at MMTC HOUSE, as per requirement of the labour enforcement inspector from time to time.
 25. The contractor also should submit the monthly staff payment register to MMTC for its verification as and when required.
 26. The amount quoted shall be written in both words as well as in figures.
 27. Conditional tenders will not be accepted and be summarily rejected.
 28. The Contractor should make monthly staff payments through pay slip and submit a copy with their monthly bill.
 29. If any information furnished by the applicant is found to be incorrect at a later stage, the contract shall be liable to be debarred from tendering / taking up the work in MMTC Ltd. MMTC reserves the right to verify the particulars furnished by the applicant independently.
 30. The MMTC Limited reserves the right to reject any or all applications without assigning any reason and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria.

I / We have read the above terms & conditions.

Date :

Signature and seal of Contractor



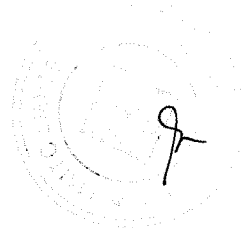
E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC OFFICE, SEEPZ, ANDHERI, MUMBAI.

MMTC/Mum/Admn/FF/23/2017-18

Dated – 15.02.2018

SCOPE OF WORK:

1. The scope of work covers preventive and corrective maintenance and repairing of the fire extinguishers and fire alarm system installed at MMTC House, BKC, Bandra (E) and SEEPZ, Andheri (E), Mumbai. (Refilling or new fire extinguishers)
 2. The supply of consumables like grease, gaskets, washes, etc are within the contract charges.
 - a) One supervisor from 9.00 a.m. to 06.00 p.m. from Monday to Saturday.(Optional)
 - b) One mechanic 9.00 a.m. to 6.00 p.m. from Monday to Saturday (optional)
 - c) Certified firemen one in each shift at on round the clock basis including Sundays & Holidays.
 3. Incase of any emergency / breakdown, if the above persons are required to stay beyond their Duty hours for which no overtime charges will be paid by MMTC Limited.
 4. In case of any major breakdown / emergency, which is beyond control of the tenderer, in that case with the approval of MMTC the specialized agency should be engaged and charges to the above agency would be payable at actual after completion of the work by tenderor.
 5. The Contract Staff available at MMTC House shall be responsible for attending all the maintenance works of the system and for keeping the system in readiness in the eventuality of outbreak of fire. Their duty shall also include besides operating the system for extinguishing the fire, informing the fire brigade and senior officials of MMTC Limited.
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1. The Contract personnel shall also co-ordinate with air-conditioning contractor for testing of smoke/fire dampers on a daily basis.
 2. The contract charges will be paid every month upon the submission of bill along with the monthly service report for the work done in prescribed format and satisfactory work completed certificate.
 3. The Contractor should issue proper uniform to the employees engaged in MMTC House with the agency name indicated clearly.
 4. The Contractor shall ensure minimum wages to all his employees deployed at MMTC House satisfying the Central/State Govt. Minimum Wage Act.
 5. The Contractor shall keep all mandatory records like PF, ESI, Bonus etc. of his employees deputed in MMTC House, BKC and SEEPZ as per requirement of the labour enforcement inspector from time to time and submit along with monthly service bill. The contractor also should submit the monthly staff payment register to MMTC for its verification as and when required.



6. The Contractor must produce Police verification certificate duly issued by Maharashtra Police Department of all the workers.
7. All pages of the offer must be signed and sealed by the tenderers.
8. Tenders with any additional conditions/deviations by the tenderers, whatsoever shall be rejected.
9. The tender should remain valid for a period of 60 (sixty) days from the date of opening of the PRICE BID.
10. The period of this contract shall be one year counted from the date mentioned in work order/award letter. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/extended contract period. The decision of the MMTC shall be final and binding on the contractor in this regard.
11. All entries in the tender shall be typed/written in ink. Erasers and over writing are not permitted and may render such tenders liable for rejection. The tenderer shall duly attest all ----- and insertions.
12. The Earnest money may be forfeited in the event of :
 - i) If a tenderer withdraws its tender during the period of tenders validity.
 - ii) In case of successful tenderer, if the tenderer fails to commence the work, as required.
13. The Earnest money of unsuccessful tenderers shall be returned within reasonable time without any interest. The EMD of successful tenderer shall be retained and converted as part of interest free Security Deposit, to be refunded after successful completion of defect liability period.
14. The tenderer deliberately gives wrong information in his tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit/any other moneys due.
15. Tenderers are advised to visit office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their tender/bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the tenderers/contractor has satisfied himself on the information and knowledge required before tendering.
16. MMTC do not bind itself to accept the lowest or any tender and reserves the right to reject any or all the Tenders in full or part, without assigning any reasons thereof.
17. Any firm run by women and SC/ST may be given preference.
18. If the tender deliberately gives wrong information in his tender, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit or any other money dues.
24. **Compensation for submission of tenders:**
The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation of and submission of the tenders.
25. **Secrecy:**
Any information derived or otherwise communicated to you in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of MMTC, be published or disclosed to any third party or made use of by tenderer except for the purpose of implementing the contract.
26. **Law Governing the Contract:**
The contract shall be governed by the applicable laws in India for time being in force.
27. **ARBITRATION CLAUSE:**
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 provisions of Arbitration and Conciliation Act 1996, as amended upto 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.

28. SECURITY DEPOSIT

- a) Within 7 days of the signing /receipt of the LOI and signing of the draft agreement, the H-1 bidder shall furnish to MMTC Limited an interest free security deposit of Rs. 2 lakhs (Two Lakh only) in advance in the form of e-payment (NEFT/Fund transfer) in favour of MMTC Limited, Axis Bank, current a/c No. 230010200004688; ifsc code : UTIB0000230 and submit UTR number. There after within 15 days, the final agreement shall be signed by both the parties.
- b) The proceeds of security deposit shall be adjusted by MMTC Limited towards compensation for any loss resulting out of the H-1, bidder's failure to discharge its obligations under the leave and license agreement.
- c) The security deposit will be returned interest free by MMTC Ltd., after completion of contract period. Deductions from the security deposit as deemed fit by MMTC, will be effected on account of damages, if any cause to the property.

29. MMTC'S RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS.

MMTC limited reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of tender without assigning any reason whatsoever and without any incurring liability to the affected bidder or bidders on the grounds of MMTC's such action.

30. ISSUE OF LETTER OF INTENT (LOI):

The issue of an LOI shall constitute the intention of the MMTC Limited to enter into an agreement with the successful bidder for awarding contract as per tender terms and conditions.

31. SIGNING OF AGREEMENT:

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of tender to the bidder(s) shall be signed within fifteen days from the date of receipt interest free security deposit to MMTC's account.

32. DISPUTE RESOLUTION MECHANISM:-

If any dispute or difference of any kind arises between MMTC Limited and the bidder(s) in connection with or relating to the tender and LOI only, the parties shall make every effort to resolve the same amicably by mutual consultations. In case, if they fails to do so, the matter will be referred to the Chairman-Cum-Managing Director, MMTC Limited, Scope Complex, Lodhi Road, New Delhi.110 003, whose decision shall be final and binding.

33. FORCE MAJEURE :

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

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



The party which is unable to fulfill its obligations under the present contract must within 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 with supporting documents to the effect of force-majeure issued by the government/Competent Authority/Chamber of Commerce viz. FICCI, ASSOCHAM etc.

34. TERMINATION FOR DEFAULT:-

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

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

35. TERMINATION FOR INSOLVENCY:-

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

36. FRAUD PREVENTION POLICY :

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

37. 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 taken any curative measures with the agency(s) in accordance with the policy in force.

38. UNDERTAKING :

The licensee should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.

--- xx ---



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC OFFICE, SEEPZ, ANDHERI, MUMBAI.

No. MMTC/MUM/ADMN/FF/23/2017-18

Dt. 15.02.2018

PART- II
FINANCIAL BID

NAME OF THE BIDDER : _____
ADDRESS : _____

	Amount in Rupees (excluding GST)
MMTC HOSUE, BKC, BANDRA(E) Mumbai. 1.Revamping of fire alarm and detection system above and below fall ceiling/per deterctor on point basis, including cabling 1. Refilling or new all fire extenguisher 2. Annual Maintenance Charges.	Rs. _____ Rupees: Rs. _____ Rupees: Rs. _____ Rupees:
MMTC Office at Seepz, Andheri, Mumbai (Only fire extinguishers)	Rs. _____ Rupees:

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

AURHORIZED SIGNATORY _____

NAME : _____

Name of the Company/Firm _____

Date :

Seal of Company/Firm



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC OFFICE, SEEPZ, ANDHERI, MUMBAI.

No. MMTC/MUM/ADMN/FF/23/2017-18

Dt. 15.03.212018

ANNEXURE-I

Sl.No	Details	To be furnished by the vendor
1	Name & Address of the firm	:
2	Copy of PAN	:
3	Type of organization & year of incorporation.	:
4	Correspondence address at Mumbai with contact persons name, telephone number, mobile number etc. (The company should have office and service facilities at Mumbai)	:
5	Turnover of the company. Please provide the details for the last 3 years.	:
6	Number of AMC works (minimum 3 jobs) carried out of contract value more than six lacs (each job) during the last 7 years. (Attach proof)	:
7	Name & address of the client organizations with details of contact person. Please arrange to provide following details: i) Value of the job. ii) Year of execution (Attach proof like copy of work order, performance & completion certificate etc.)	:
8	Whether Annexure-II filled up with full particulars :	Yes/No
9	Other information's applicant might like to give in support of the application :	

Signature of the authorized
person & company seal.
(To be placed in Cover No.1)



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTc HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTc OFFICE, SEEPZ, ANDHERI, MUMBAI.

No. MMTc/MUM/ADMN/FP/23/2017-18

Dt. 15.02.2018

ANNEXURE-II

LIST OF WORKS EXECUTED DURING LAST 3 YEARS TOWARDS AMC OF FIRE PROTECTION AND DETECTION.

- A. 3 SIMILAR WORKS OF CONTRACT VALUE MORE THAN Rs.10.0 Lacs each job
OR
- B. 2 SIMILAR WORKS OF CONTRACT VALUE MORE THAN Rs.7.0 Lacs each job
OR
- C. 1 SIMILAR WORK OF CONTRACT VALUE MORE THAN Rs. 4.0 Lacs each job

Signature of the authorized
person & company seal.



E-NIT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR FIRE PROTECTION AND REPAIRING FOR FIRE PROTECTION AND DETECTION SYSTEM AT MMTC HOUSE, BKC, BANDRA (E) MUMBAI 400 051 AND MMTC OFFICE, SEEPZ, ANDHERI, MUMBAI.

No. MMTC/MUM/ADMN/FF/23/2017-18

Dt.15.02.2018

ARTICLE OF AGREEMENT

This agreement is made at Mumbai on this ____ day of _____ between **M/s.MMTC LIMITED**, A Company registered under the Companies Act,1956 having its Corporate Office at Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 and their Regional Office at MMTC House, Plot No C-22, E-Block, Bandra Kurla Complex, Bandra (E) Mumbai 400 051,hereinafter referred to as "Contractor" at (which expression shall unless repugnant to the context or meaning hereof shall include its Successors, assigns, heirs and executors) of ONE PART.

AND

M/s. _____, limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003 hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrative and executors) of THE OTHER PART.

WHEREAS MMTC has issued work order for non-comprehensive AMC of the fire fighting and alarm with hydrant and sprinkler system for MMTC House, BKC, Bandra (E) Mumbai-400 051 and MMTC Office situated at Seepz, Andheri, Mumbai -400 019

AND WHEREAS the said tender of the contract for the above work for said premises under the jurisdiction of MMTC has been approved by the MMTC, and has become successful in Tender No. _____ dated _____ for work related to non-comprehensive AMC of the fire fighting and alarm with hydrant and sprinkler system for MMTC House, BKC, Bandra Mumbai-400 051 and MMTC Office situated at Seepz, Andheri, Mumbai -400 0

AS PER TERMS & CONDITIONS OF THE SAID TENDER.

AND whereas the following documents shall constitute the contract between the MMTC and the service provider and each shall be read and construed as an integral part of the contract.

1. This contract agreement duly signed by both the parties.
2. General terms and conditions (NIT)
3. Technical requirements (including schedule of requirements, scope of the work and technical specifications)
4. The agency's bid and original price schedule(Financial Bid)
5. Work order.



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the payment to made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and compliance of the works shown upon the said terms and conditions with all the due care and attention mentioned in tender form.
2. The owner shall pay to the contractor on item rate basis, the sum of Rs. _____ (Rupees _____) (herein after called the contract amount and in the manner specified in the said conditions) However, the actual sum will be worked out and paid on the monthly basis subject to satisfactory work certificate.
3. The scheme of the _____ works agreement and documents above mentioned shall form the basis of this contract and all dispute to be decided in the manner prescribed in the conditions attached hereto.
4. The Contractor shall be responsible for any kind of injuries to the work/workmen, to persons, animals or things and for all damages to the structural and or decorative part of property, which may arise due to the project execution. The MMTC shall not be responsible for will not entertainment any such type of claims or reimbursement, if any such case arise during the project.
5. The MMTC has the right to invoke a penalty of Rs.25,000/- of the work order value against unsatisfactory performance and may terminate the contract during the AMC period by giving 15(fifteen) days prior notice to the contractor.
6. M/s. _____ shall comply with any and all applicable laws, statutes, ordinance, rules and regulation in the rendering of fire protection and emergency management and support services in its relationship with its employees, clients and in all other respect.
7. The said conditions mentioned in the tender shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and subject themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
8. The contractor shall subject bank guarantee /deposit of Rs. 25,000/- (Twenty five thousand) as a performance certificate or security deposit to the MMTC.
9. The Contractor shall submit bills on quarterly basis for the work executed as per this contract. MMTC may cause the verifications of work executed through the competent person and shall clear the bills within seven days of the verification by the said nominated/competent person. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the Contractor as per terms contained herein.
10. The Contractor shall engage the workers at his/her discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of the Contractor to maintain the records of the employees employed by it, as required in terms of the various labour enactments.
11. The Contractor shall be under obligation to produce the records pertaining to police verification/clearance of deployed workers before MMTC at the time of accepting the work under this



contract. In case any worker is rotated contractor should submit requisite verification of said worker to MMTC at the very same day.

12. The duration of this contract is for a period of one year from the date of this contract i.e. from _____ though the parties will have a right to extend the period to any extent to which the parties may mutually agree before 30 days of the expiry of the stipulated period subject to clause 21 below.

13. The contract may be terminated even before the stipulated period by either party by giving the party one months notice in writing at the address given herein above.

14. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the owner and the contractor as indicated in the article of general conditions. The award of the arbitration shall be final and binding on both the parties.

IN WITNESS WHERE OF, the parties hereto have executed these presents the day and year first hereinabove written.

15. NOW IT IS HEREBY AGREED AS FOLLOWS:

15.1) THE MMTC'S OBLICATIONS

15.2) The MMTC shall provide to the service provider, free of cost, all available information and data which may be required for the performance of the services.

15.3) Shall provide the service provider with any assistance required in obtaining other relevant information that the later may require in order to perform the services.

15.4) The service provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the MMTC.

15.5) Shall within a reasonable time, give its decision on any matter properly referred to the MMTC in writing by the service provider so as not to delay the performance of services.

15.6) Shall co-operate with the service provider and shall not interfere with or obstruct the proper performance of the services. The MMTC shall as soon as is practicable.

15.7) Provide all relevant data information, reports, correspondence and the like which became available.

15.8) On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the services, or on becoming aware of any defect or deficiency in the services, the MMTC shall immediately advise the service provider thereof.

15.9) The MMTC shall pay the service provider's its fees and reimbursement expenses as provided for in this agreement.



15.10) The MMTC shall maintain a database that tracks the supplier's performance on individuals parcels of work with response time, duration of service, quality of materials used and quality of workmanship.

16. THE SERVICE PROVIDER'S OBLIGATIONS:

16.1) The service provide shall provide the services in line with the requirements as outlined in the scope of work.

16.2) The service provider shall perform the services in accordance with the scope of services as outlined with all reasonable care, diligence, skills, efficiency and economy, in accordance with generally accepted professional techniques and standards, and shall observe sound management practices.

16.3) The service provider shall respond within the agreed times when called upon by MMTC to provide certain required services.

16.4) The service provider shall, at their own cost, take out and maintain in force such insurance policies in respect of their own risks in performing the services as stipulated in scope of the work.

16.5) The service provide shall at the request of the MMTC provide evidence showing that the insurance required has been taken out and maintained in force.

16.6) On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the services to be rendered, the service provider shall give notice thereof to the MMTC, save that the service providers is empowered to make minor changes or variations within the overall programme of the budget and within such parameters as are defined by the MMTC, provided that such changes are reported timeously to the MMTC.

16.7. Provide regular progress and other reports as required by the MMTC.

17. RESPONSE AND REPAIR TIMES

17.1) The MMTC require the service provider to respond and repair any of the assets/equipments as detailed in table below:-

Type of Call	Response time
Emmergency	Within
Normal	Within

17.2) In respect to both type of calls, emmergency & normal, the repaid time is 48(fortycight) hrs.

17.3) In the event that the service provide make user of an individual who is not registered the service provider hereby indemnify the MMTC from any claims against the MMTC by any third parties.

18. GENERAL WARRANTIES

18.1) Each of the parties hereby warrants to and in favour of the other that-



18.1.1) It has the legal capacity and has taken all necessary corporate action required to empower and authorize it to enter into this agreement.

18.1.2) This agreement constitute an agreement valid and binding on its and enforceable against it in accordance with its terms.

18.1.3) The execution of this agreement and the performance of its obligations hereunder does not and shall not

18.1.4) Contravene any law or regulation to which that party is subject.

18.1.5) Contravene any provision of that party's constitution document; or

18.1.6) Conflict with or constitute a breach of any of the provision of any other agreement, obligations, restriction or undertaking which is binding on it.

18.2) Each of the representations & warranties given by the parties in terms of clause 18.1 shall-

18.2.1) Be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this agreement.

18.2.2) Continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this agreement.

18.2.3) Prima facie be deemed to be material and to be a material representation inducing the other party to enter into this agreement.

19) NOTICES AND DOMICILIA

19.1) The parties selected as their respective domicilia citandi et executandi the following physical addresses and for the purpose of giving or sending any notice for or required under this agreement, the said physical addresses as well as the following telefax numbers.

Name	Physical address	Telefax
MMTC Limited	MMTC House, C-22, F-Block BKC, Bandra (E) Mumbai-51.	022-61214500 022-26572541

Marked for the attention :[*]

Name	Physical address	Telefax
[*]	[*]	[*]

Provided that a party may change its domicile or its address for the purposes of notices to any other physical address or telefax number by written notice to the other party to that effect. Such change of address will be effective 5(five) business day after receipt of the notice of the change.

19.2) All notices to be given in terms of this agreement will be given in writing (English) & will-



19.2.1 Be delivered by hand or sent by telefax,

19.2.2) If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on date which is not a business day will be presumed to have been received on the following business day; and

19.2.3) If sent by telefax, during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

19.3) Notwithstanding the above, any notice given in writing in English and actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19.4) The parties record that whilst they may correspond via email during the currency of this agreement for operational reasons, no formal notice require in terms of this agreement, nor any amendment of or variation to this agreement may be given or concluded via email.

20. Taxes and Duties: All statutory dues, taxes, duties, levies, excises, cess, VAT, GST etc. which may be imposed by the Central Govt and or local authorities shall be paid by the service provider, and the service provider undertakes to keep the MMTC Indemnified against any liability arising on account of excise, sales tax, turn over tax, purchase tax, VAT, GST and other statutory local taxes levies as demanded by concerned authorities shall be the exclusive responsibility of the service provider during the currency or conclusion of this contract.

Any type of liability arises, if any, during the transaction period or in future which is associated directly or indirectly with the transaction execution will be on account of the service provider and the service provider shall accept it without any demur or protest.

21) INDEMNITY: The service provider undertakes to fully indemnify and at all times keep the MMTC fully indemnify and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or cost whatsoever that the MMTC may incur or an suffer on account of any default on the part of the service provider in the discharge of the obligation under this agreement, including but not limited to the claims on account of quality, quantity, packing, delay, demurrage and any other circumstances. In case the service provider fails/has failed to execute as per scope of work in time or it if the MMTC at its sole discretion considers that the service provider is not in a position to fulfill its obligations, the MMTC may without being obliged to do so and without prejudice to any its other rights and remedies, repudiate this contract and procure the services at the cost and risk of the service provider from alternative sources.

This provision of the aforementioned indemnify clause shall survive the termination of this contract.

22) ARBITRATION CLASUE: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 Incharge, Mumbai of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of Arbitration shall be at Mumbai.



23) GENERAL.

23.1 This agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein save to the extent otherwise provided herein, no undertaking, representation, terms or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on either of the parties.

23.2) No addition to or variation, deletion, or agreed cancellation of all or any clause or provisions of this agreement will be of any force or effect unless in writing and signed by the parties.

23.3) No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by the party giving the same. Any such waiver will be effectively only in the specific instance and for the purpose given. Failure or delay on the part of either party in exercising any right, power/privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power/privilege preclude any other/further exercise thereof or that exercise of any other rights, power or privilege.

23.4) All provisions and the variations clauses of this agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically severable from each other. Any provision or clause of this agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or any other reason whatever shall, in such jurisdiction only & only to the extent that it is so unenforceable, be treated as pro non scripto & the remaining provisions & clauses of this agreement shall remain full force & effect. The parties declare that it is their intension that this agreement would be executed without such unenforceable provision of they were aware of such enforceability at the time of execution hereof.

23.4) Neither this agreement nor any part share, or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party.

23.5) This agreement may be executed in counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signed one of the counterparts.

24) **SIGNATURE:** Signed on behalf of the parties, each signatory hereto warranting that he/she has due authority to do so.

IN WITNESS WHEREOF this agreement is executed at Mumbai on _____ above written.

SIGNED at _____ on _____
For and on behalf of M/s. MMTC Limited, _____ For and on behalf of M/s. _____
Signature _____

Name and designation of signatory. _____ Name and designation of signatory.

Witnesses :
1) _____
2) _____

----- XXX -----

