



**MMTC Limited: Regional Office: Bhubaneswar-751007**

**TENDER NO. MMTC/BBSR/ADMN/AMC (AC)/2019**

**Dt. 22/08/2019**

**Notice Inviting Tender for Comprehensive Annual Maintenance for Air-Conditioners at MMTC Limited , Regional Office, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007, Odisha.**

MMTC Limited, a Govt. of India Enterprise having Regional Office at 7<sup>th</sup> Floor Alok Bharati Complex, Sahid Nagar, Bhubaneswar invites sealed bids for Comprehensive Annual Maintenance for Air-Conditioners – Split Type & Window type for the period of one year from reputed firms having adequate experience in the area of maintenance of Air Conditioners in Government Ministries/Departments/ Organizations and having qualified AC mechanics/ technicians on its roll.

2. The tender documents consists of 02(Two) bids i.e. Technical bid and Price bid.The bidders can submit their technical bids and price bid in two separate envelopes and superscribe on the envelopes, Name of the Company/Firm/Agency, contact person phone No./fax/email address, tender No. and closing date. Tender documents can be collected from the Office of the Chief Manager (Admn), MMTC Limited, RO, Bhubaneswar. The detailed Tender Call Notice can also be downloaded from the official website of MMTC Limited ([www.mmtclimited.com](http://www.mmtclimited.com)) as per schedule given here under:

Publish Date	22/08/2019(16.00 PM)
Bid Document Download/Sale/Issue Start Date	22/08/2019 (16.30 PM)
Bid Submission Start Date	22/08/2019 (17.00 PM)
Bid Document Download/Sale/Issue End Date	12/09/2019 (13.00 PM)
Bid Submission End Date	12/09/2019 (14.00 PM)
Bid Opening Date	12/09/2019 ( 15.00 PM)

3. The tenders complete in all respect in sealed covers prominently marked as “Comprehensive Annual Maintenance Contract for Air Conditioners” may be dropped in the tender box placed at MMTC Limited, Regional Office, 7th floor, Alok Bharati Complex,Sahid Nagar, Bhubaneswar on or before bid submission date/time indicated in Para-2. The tenders received after the scheduled date and time will be rejected outright.

4. The tenders will be opened in the presence of the tenderers or their authorized representative in MMTC’s Conference Hall, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007, Odisha. The technical bid shall be opened first and the price bid of the technically qualified bidders will be opened subsequently as per date/ time indicated in Para-2.

5. The bids shall be valid for a period of **60** days from the date of opening of the tenders. Tenderers are advised to visit the site/MMTC, Regional Office to understand the tender requirements fully before submission of their tender. No claim shall be entertained later on grounds of lack of knowledge. It is understood that the tenderer /bidder/firm has satisfied himself about the information and knowledge required before tendering. MMTC do not bind themselves to accept the lowest tender and reserve the right to reject any or all the tenders in full or part without assigning any reasons whatsoever.

6. The bidders have to sign each and every page of tender documents as a token of acceptance of terms & conditions.

7. The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, rate mentioned in words shall be treated as valid.

8. All the entries in the tender shall be written in ink. Erasers and over writing are not permitted and such tenders may be liable for rejection. The tenderer shall duly attest all cancellations and insertions.

9. If 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 Security Deposit.

10. The successful tenderer shall not sub-let the part or complete work without written permission of MMTC. The tenderer is fully responsible to MMTC for the work if awarded to him.

**11. Eligibility:**

- a. Only those parties are eligible to submit their rates who have minimum three years experience of maintaining Air-Conditioners in Government Departments/PSUs. Documentary proof may be attached.
- b. The contractor should have 3 years of experience of carrying out Annual Maintenance Contract of similar type of Air-conditioners in Govt./Autonomous organization for value not less than `1.5 lakh. Attach copies of the work order/ agreement from the clients, may be attached.
- c. The Agency should be registered with GST. Enclose a copy of the Registration Number.
- d. The Agency should have PAN No. Enclose a copy of the PAN Card.

**12. Scope of Work :**

The firm should provide at least four routine services in a year at regular intervals for 26 Air-Conditioners including 6 Split ACs (1.5/2.0 ton) and 20 Window A.C. Units (1.5/2.0 ton). The firm would attend to the complaints during the normal office hours i.e. between (9.00 AM to 5.30 P.M.) and if necessary, beyond office hours also with the approval of MMTC LIMITED. If required, the services for technicians shall also be made available on Sunday/ Holidays without any extra payment.

**13. Security Deposit :**

- a. The firm shall furnish demand draft equal to 10% of the AMC amount drawn on any Nationalized Bank as interest free Security Deposit within seven days of issue of letter of award .The DRAFT should be made in favor of MMTC Limited payable at Bhubaneswar.
- b. Security Deposit will be released at the request of the firm only after handing over of all machines in working condition to MMTC after the contract period.
- c. If the services are not according to specification and standard laid down in the contract, the Security Deposit will be forfeited and in that case MMTC LIMITED will not accept any responsibility for any loss suffered by the contractor.

**14. Period of Contract:**

The contract will remain in force for a period of one year w.e.f. the date of award of contract.

**15. Termination of Contract:**

If the services are not according to specification and standard laid down in the contract, the CAMC would be terminated.

**16. Penalty:**

For unsatisfactory performance/non performance penalty will be deducted from the contractor's bill @ 3% of the annual contract amount per unit (Air conditioner) per day for the days the machine remains un-repaired beyond the permissible period specified.

**17. Breach of terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, MMTC will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by MMTC.

**18. Payment:**

No payment shall be made in advance. The contractor shall submit the completed bill on quarterly basis along with the job cards duly signed/ certified by the officials of MMTC for sanction of the amount of bill and releasing the payment. Payments shall be released by e- payment only. MMTC shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties/losses

**Other Terms & Conditions**

19. The total number of Air-Conditioners is 26 including 6 Split ACs (1.5/2.0 ton) and 20 Window ACs (1.5/2.0 ton). The contractor must ensure that all the AC's function properly.

20. The Air Conditioners are to be taken over for Comprehensive Maintenance on **"as is where is basis"** and the same can be inspected by the prospective bidders on any working day between 3.00 P.M. to 4.00 P.M. before submission bid. The inspection shall be arranged through the Chief Manager (Admn.) of MMTC Limited.
21. The contractor will be required to maintain a register detailing complaints about the AC's where in each complaint received and action taken there on shall be recorded. The firm must ensure that the complaints are attended to within 2 hours – if need be it must ensure attendance of one service personnel dedicated to MMTC LIMITED at all time, particularly during the period of May to September.
22. The firm shall ensure that no damage is caused to the equipment/ Govt. building in the performance of service. Any loss suffered therein will be made good by the Contractor.
23. The firm would be required to replace or repair all the spares and material needed to keep the units in working order such as compressor, fan motors and electrical component like starting capacitor, running capacitor, overload relay, gas charging, wires, plugs, cleaning of AC grills, repair of grill dumper, repair/replacement of AC grill, remote of AC and AC filters etc. without any extra cost. The contractor would keep essential stock of spares of standard quality original make preferably (ISI mark) at site for replacement of defective/worn out parts expeditiously. No extra payment for replacement/ repair of all electrical parts including compressor and fan motor shall be paid by MMTC LIMITED.
24. The contractor shall get the failed/defective compressor of AC's repaired/ replaced from the authorized dealer/manufacturer and shall be accompanied by a certificate from the original compressor manufacturer to the effect that the said compressor of MMTC Limited has repaired/ replaced at the authorized service centre. Warranty not less than 12 months on all such replacement shall be provided.
25. The contractor shall replace the plastic/ rubber/stainless steel/GI components whenever these are damaged by replacing with original components only. Any suitable part of the usage of sealing material & metal paste are not acceptable.
26. The contractor shall hand over the entire equipments in working condition to the MMTC/successive contractor after completion of the CAMC.
27. No extra payment will be made for shifting of ACs from one location to another within the premises whenever so required.

- 28.** The firm should ensure that all the equipments included in the contract are in working condition at all times. While minor repair should be carried out within 2 hours on the same day, for the major repairs relating to the parts like compressor, fan motor, gas charging, the maximum permissible time period will be five working days from the day of breakdown of the equipment. After five days the same will be got repaired by MMTC at the risk and cost of the contractor.
- 29.** The firm should provide at least four routine services in a year at regular intervals, such as checking of motor, checking of ground connection, checking of main plug, cleaning of blower and condenser fan, cleaning of air filter, cleaning of equipment, cleaning of evaporator and condenser coils, tightening of nuts and bolts, oiling and greasing of motor, checking of cooling efficiency, checking of voltage stabilizer, cleaning of water tank and water tray with detergent every month, checking of exhaust fan and associated panel and switches and providing protective coat of paint on all ACs (complete on the full body and vital parts) once in a year etc.
- 30.** No claim on account of GST or any other tax or the material used for executing of the work awarded under this contract will be entertained by the Authority and all such taxes should be paid by the firm itself.
- 31.** During the entire period of the contract, no request for increase in the rates on any account would be entertained and the performance would be reviewed from time to time to ensure that it is up to the entire satisfaction of MMTC.
- 32. INDEMNITY**  
The Agency/Contractor/Firm shall indemnify and keep indemnified the MMTC Limited against all losses, damages, costs, expenses, fines, prosecutions, payments arising from or related to the Agency/contractor's failure to perform or comply with any of the aforesaid provisions/obligations.
- 33. ARBITRATION**  
Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope 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 General Manager of MMTC Limited, Regional Office, 7<sup>th</sup> Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar. The provisions of arbitration and conciliation Act 1996 with amendments shall apply to such arbitration proceedings. The venue of arbitration shall be Bhubaneswar.
- 34. FORCE MAJEURE:**  
If at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s),

Explosion(s), Epidemic, Quarantine Restrictions, Acts of State of Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final or conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least one months, the parties shall consult each other regarding further continuation of the Contract.

### **35. FRAUD PREVENTION POLICY:**

**(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

**1(a)** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) 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.

**1(b)** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**1(c)** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass onto others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

**1(d)** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

**1(e)**The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in 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)/ Buyer(s)/ Vender(s), before award or during execution has committed a transgression through a violation of "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)/ Buyer(s)/ Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

**36. HOLIDAY- LISTING CLAUSE:**

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 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.

- 37.** Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

**38. Legal : Jurisdiction:**All legal disputes are subject to the jurisdiction of Bhubaneswar courts only.

Yours  
faithfully,  
Chief Manager (Admn)

**QUOTATION FORM**  
**Technical Bid**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR AIR-CONDITIONERS – SPLIT TYPE & Window TYPE IN MMTCL LIMITED, REGIONAL OFFICE, BHUBANESWAR FOR THE YEAR 2019-20**

1. Name of the tenderer (in Block letters) \_\_\_\_\_

2. Address with E-mail  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Telephone No.  
\_\_\_\_\_

4. Registration No. of the firm  
(Please enclose the copy of registration) \_\_\_\_\_

5. GST NO \_\_\_\_\_

6. PAN No. \_\_\_\_\_

7. Experience in maintenance of AC (Name of Deptt./Org./Period/No of ACs in Govt. Deptt./Organizations where contract for ACs was maintained by the firm)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



**QUOTATION FORM**

**Price Bid**

**Rates for Comprehensive Annual Maintenance Contract (CAMC) for one year from the date of award of contract .**

(i)	Split AC (1.5/2.0 ton each)	6 Nos.	` _____
(ii)	Window AC (1.5 ton each)	20 Nos.	` _____
		Taxes, if any :-	
		TOTAL:	

1 I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in the Tender Notice No. MMTC/BBSR/ADMN/AMC(AC)/2019 Dated 22/08/2019.

2. I/We hereby undertake that we shall make good any loss/damage caused to AC unit or any other property of the Government through our negligence. I/We also undertake that the decision of the MMTC LIMITED in this regard as well as the matter of dispute arising due to the provision of this contract shall be final and binding on us. I/We undertake not to make any representation against the decision of the MMTC LIMITED.

Signature\_\_\_\_\_

Name\_\_\_\_\_

(in block letter)

Official Seal of the firm