



CONCOR AIR LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

**CONCOR AIR LIMITED, Santacruz Air Cargo Terminal (SACT),
corresponding to CTS no. 2085 of Village Vile Parle, Taluka Andheri,
District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA,
Mumbai**

OPEN TENDER (Single Bid System)

FOR

**Tender for the AMC of Daikin Make VRV HVAC & Split ACs
installed at Santacruz Air Cargo Terminal (SACT), Mumbai.**

TENDER NO: CAL/SACT/VRV HVAC & Split AC's/AMC/01/2019

TENDER DOCUMENT PRICE: Rs.2,000/- +GST @ 12%

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Tender Notice
(TENDER)

1. Tender for the Annual Maintenance Contract (AMC) of Daikin Make VRV HVACs & Split AC's at Santacruz Air Cargo Terminal (SACT), Mumbai
2. Tenderers may download the tender document from our web site www.concorindia.co.in or from www.eprocure.gov.in and same may be submitted along with DD for Rs. 2,000/- plus 12% GST, the cost of tender document, by way of demand draft/pay order at the time of submission of tender document.
3. Complete tender papers duly accompanied with requisite EMD & Tender Fee shall be received as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

Tender No.	CAL/SACT/ VRV HVAC & Split AC's /AMC/01/2019
Name of Work	Tender for the Annual Maintenance Contract (AMC) of Daikin Make VRV HVAC & Split AC's at Santacruz Air Cargo Terminal (SACT), Mumbai
Estimated Cost of Contract	Rs.8.40 Lakhs (Excl. of Taxes) per Annum
Period of Contract	01 Year + 4 months obligatory period
Earnest Money Deposit	Rs.21,000/- (Rupees Twenty One Thousand only) through Demand Draft in the name of CONCOR AIR LIMITED Payable at Mumbai to be submitted at the time of submission of the bid.
Cost of Document	Rs. 2,000/- plus 12% GST through Demand Draft in the name of CONCOR AIR LIMITED Payable at Mumbai to be submitted at the time of submission of bid.
Date of Sale	From 11/04/2019 (10:00 hrs). to 02/05/2019 upto (17:00 hrs)
Last Date & Time of submission of tender	03/05/2019 upto 15:00 Hrs.
Date & Time of opening of tender	03/05/2019 at 15:30 Hrs.

Note:

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
 - (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board

- (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Udyog Aadhar Memorandum
 - (viii) Any other body specified by Ministry of MSME
4. The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

CONCOR Air Ltd.
(A wholly owned subsidiary of Container Corporation of India
Ltd,
A Govt. of India Undertaking)

Visit us at www.concorindia.co.in

TENDER FORM

REF: TENDER FORM PRICE: Rs.2000/- (plus 12% GST)

OPEN TENDER FORM (SINGLE BID SYSTEM) for Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.

1. Serial number assigned to the Tender Form: _____
2. Date of Sale / Issue: _____
3. Name of the Applicant to whom the Tender Form was sold / issued: _____
4. Full Address of the Applicant: _____
5. Sealed Tender Forms shall be received upto 15:00 hrs. on 03/05/2019..
6. To be submitted by 15.00 hrs on 03/05/2019 at CONCOR Air ltd., CONCOR Air ltd., Santacruz Air Cargo Terminal (SACT)., Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.
7. Tenders will be Opened on 03/05/2019, 15:30 Hrs. at CONCOR Air Limited, CONCOR Air ltd., Santacruz Air Cargo Terminal (SACT)., Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.

Official Seal

Full Signature of Official issuing the Tender form

Name in Block Letters-----

Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.
- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the CHIEF EXECUTIVE OFFICER, CONCOR Air ltd., CONCOR Air ltd., Santacruz Air Cargo Terminal (SACT)., Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.

For & on behalf of CONCOR Air Ltd.
(A Govt. of India Undertaking)
Visit us at www.concorindiaindia.co.in



Tender No.: _____

Letter For Submission Of Tender

From:

To,

The CHIEF EXECUTIVE OFFICER,
CONCOR Air Ltd., Santacruz Air Cargo Terminal (SACT).
Corresponding to CTS no.2085 of Village Vile Parle,
Taluka Andheri, District Mumbai Suburban,
Near 09 end of Runway no. 09/27 of CSIA,
Mumbai.

Dear Sir,

Sub: Open Tender (Single Bid system) for Tender for Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai..

Ref: Open Tender Notice No. CAL/SACT/ VRV HVACs & Split AC's AMC/01/2019
In response to your Tender Notice no.....dated..... Inviting offers for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.

I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at

.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto. I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have enclosed an Account Payee Demand Draft/Bankers Cheque, on [Name of Bank] for Rs. _____ in favour of CONCOR AIR Ltd., payable at Mumbai, as Earnest Money Deposit for this tender, in the sealed envelope superscribed as "Bid for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.."

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:

CHAPTER – I

INSTRUCTIONS TO THE TENDERER FOR THE Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.

CONCOR Air Ltd (CAL). Invites tender from eligible parties for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.

Tenderers must read these instructions before filling the tender.

1. Bids are required to be submitted in sealed envelope. The sealed envelope should contain all the documents listed below in para 4 **along** with the Schedule of Rates as per format given in Annexure I. This envelope should be clearly superscribed as: “Bid for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.” All the pages of the tender document along with the “Schedule of Rates” should be signed by authorized person of the Bidder.

2. The said envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the CHIEF EXECUTIVE OFFICER, CONCOR Air Ltd., CONCOR Air Ltd., Santacruz Air Cargo Terminal (SACT), Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai., on or before 15:00 hrs. on 03/05/2019, or sent by mail/post to reach on or before the said date and time of the aforesaid office.

Note: Tender must be enclosed in a sealed cover, superscripted “Bid for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai”. This special tender box will be sealed at 15:00 hrs. on dated 03/05/2019. The tender will be opened at 15:30 hrs on 03/05/2019. Any tender received after specified date and time of submission of tender shall be summarily rejected.

3. The bids will be taken out from the box at 15:30 hours, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.

4. Bid will contain all the following documents along with tender document and Schedule of Rates (Annexure-I) duly signed and embossed with official seal of the tenderer.

- a) Crossed Demand Draft/Bankers Cheque of Rs. 21,000/- (Rupees Twenty One Thousand only) in favour of ‘CONCOR Air Ltd.’, payable at Mumbai, towards Earnest Money Deposit.
- b) A copy of Dealership Certificate/Authorization letter issued by the Company to the bidder for being Authorized Service Provider.
- c) Experience Certificate for the AMC of VRV HVACs in original or notarized copy as stipulated in Chapter II, Para 1.2 in the format specified therein.
- d) Documents indicating ongoing contracts in hand, if any.

- e) Documents regarding financial standing of the bidder signed by Chartered Accountant as per requirement of Chapter II, Para 1.3.
 - f) Documents regarding constitution of the bidders establishment.
 - g) Power of Attorney, if required.
 - h) Notarized Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
 - i) Copy of PAN/TIN NO. either in the name of concern or in the name of sole proprietor/lead partner.
 - j) MSMEs registered agencies who have valid certificate of registration are required to submit the copy of the same for claiming the relevant benefits such as exemption of Tender document fees, EMD etc. as prescribed by Govt. of India.
 - k) Crossed Demand Draft/Bankers Cheque of Rs. 2000/-(plus 12% GST) in favour of 'CONCOR Air Ltd., payable at Mumbai, towards Cost of tender document
 - l) GST registration certificate.
5. If the existing contractor has submitted the tender for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.
 6. In case the bidder is working at any or one of CONCOR / CAL terminals in the Western region, his bid should necessarily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is not accompanied with the above mentioned satisfactory performance report, it will not be considered.
 7. Tenderer should be an Authorized Service Provider or Original Equipment Manufacturer of Daikin.
 8. Tenderer should have undertaken work of VRV HVACs during any one of the last three years during Warranty or under AMC in India (2015-16, 2016-17, and 2017-18) as mentioned in clause 1.1 of Chapter II. The experience submitted as a second contractor will not be accepted.
 9. The tender document, comprising all the chapters along with rate quotation as per format given in Annexure-I, should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer, and must be submitted on or before 03/05/2019.at 15:00.hours at CHIEF EXECUTIVE OFFICER, CONCOR AIR LTD., CONCOR Air Ltd., Santacruz Air Cargo Terminal (SACT)., Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.
 10. This document will be an integral part of the contract. Therefore prospective bidders are advised to go through the same before filling the tender.
 11. The tender document may be downloaded from CONCOR's website www.concorindia.co.in or www.eprocure.gov.in and same may be submitted, along with the cost of tender document by way of Demand Draft/Bankers Cheque in favour of 'CONCOR AIR LTD.' payable at Mumbai and an undertaking on the Company's letter head that "no amendments have been made in the tender document downloaded from the internet, at the time of submission of tender document." In case of non-submission of cost of tender document, the tender shall be liable for rejection.



Tender No.: _____

The tenderer has to indemnify CAL for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the tender.

If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions including General Conditions of the tender, failing which, CAL reserves the right to reject the tender and / or terminate the contract.

**For and on behalf of
CONCOR AIR LTD.**

CEO/CAL

CHAPTER – II

TERMS AND CONDITIONS

PREAMBLE:

CONCOR Air Ltd. is a wholly owned subsidiary of Container Corporation of India Ltd. (CONCOR). We have entered into a concession agreement with Mumbai International Pvt. Ltd. (MIAL) for Development of Santacruz Air Cargo Terminal of BOOT basis. The operations of the company mainly include the handling and storage of Domestic Air cargo. As a concessionaire of MIAL, CAL is presently providing Air cargo handling facility to 06 major Domestic Airlines at SACT. The SACT is operational 24x7 and 365 days. Accordingly, AMC shall be provided by the contractor round the clock.

1.0 ELIGIBILITY CRITERIA

The bidder should be an Authorized Service Provider or Original Equipment Manufacturer of Daikin.

A copy of Dealership Certificate/Authorization letter issued by the Company to the bidder for being Authorized Service Provider is to be submitted.

1.1 EXPERIENCE: Tenderer should have undertaken work of VRV HVACs during any one of last three years either under Warranty or under AMC in India. (2015-16, 2016-17, 2017-18) as under:-

- i) One AMC Work of 144 HP VRV System (or)
- ii) Two Similar AMC Works of 90 HP VRV System (each) (or)
- iii) Three Similar AMC Works of 72 HP VRV System (each)

The experience submitted as a second contractor will not be accepted.

1.2 EXPERIENCE CERTIFICATE:

All the prospective bidders are expected to submit their experience in the following format:

(On the letter head of the Company issuing the certificate)

“This is to certify that M/s. _____ is providing us the Warranty/Annual Maintenance Contract (AMC) Services for the VRV HVACs.

The details of contract previous _____ years have been as under:

Sr. No.	Year	Total VRV HVACs under Warranty/AMC (in HP)	Location of Machine
1			
2			

Date:

Signature
Name

Note: Copy of work order’s, Letter of Intent, Letter of Appointment, Agreement, Invoice, Bill etc will not be considered towards the proof of experience.

1.3 FINANCIAL CREDIBILITY:

a) Turnover: The tenderer should have achieved a minimum gross turnover of Rs. 1,68,000/- (Rupees One Lakh And Sixty Eight Thousand only) per annum for in his/her business (in the same name of the firm in which the offer is being submitted) during any one of four financial years - 2015-16, 2016-17, 2017-18 and 2018-19 – in same name and / firm composition in which he is applying for this tender. In case of change in the name of the firm/company due to merger/acquisition/take over, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for three financial years 2015-16, 2016-17, 2017-18 should be duly attached. However, unaudited reports certified by chartered accountant / Chartered Accountant’s Certificate for 2018-19 year shall be accepted. Chartered Accountant’s certificate of financial turnover & net worth for 2015-16, 2016-17, 2017-18 should be submitted in case audited accounts is not available.

b) Net worth: The tenderer must have a positive net worth based upon latest completed (audited) annual accounts.

2. EARNEST MONEY DEPOSIT:

2.1 Each tenderer shall be required to deposit a sum of Rs. 21,000/- (Rupees Twenty One Thousand only) as Earnest Money along with the Bid in the form of a crossed Demand Draft/Bankers Cheque made out in favour of “CONCOR Air Ltd.” payable at Mumbai, and valid for a minimum period of three months from the date of issue. No interest shall be allowed on the Earnest Money deposited.

2.2 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.

2.3 The document submitted without EMD will be summarily rejected.

2.4 The Earnest Money of the unsuccessful bidders will be returned as soon as possible, after the tender has been finalized.

2.5 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. In case of the bidder choosing any other option, it will be refunded after receipt of the Security Deposit in full.

3. CONSTITUTION OF THE FIRM:

3.1 The tenderers, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed.

Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.

- 3.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to CAL in writing, failing which CAL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 3.3 CAL may recognise changes in Power of Attorney and related documents after obtaining proper legal advice.
- 3.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the tender, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
- 3.5 If the tender application is submitted by a company or a corporation, it shall be signed by its Director/duly authorized person supported by Board resolution or holding the power of attorney for signing the application, in which case a certified copy of the Board resolution/Power of attorney shall accompany the tender document. Such company or corporation will be required to furnish satisfactory evidence such as memorandum and articles of association of its existence with the tender document.

4. JOINT VENTURE:

- 4.1 If the tender application is submitted by a Joint Venture of two or more firms:
 - a. it shall be signed by each member party to the joint venture so as to be legally binding on all parties.
 - b. one of the partners shall be nominated as the lead partner and his authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners.
 - c. The experience of AMC of VRV HVACs as mentioned in clause 1.1 of chapter II in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
 - d. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as a qualifying criteria, the lead partner must have at least 60% of the minimum turnover.
 - e. It shall be accompanied by a legal document signed by all the parties to the Joint Venture/Consortium confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorised representative of the Joint Venture.

- f. the tender application shall include a copy of the joint venture agreement which shall inter-alia that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- g. The agreement for the Joint Venture between the partners shall be notarised/registered as per Laws of the Union of India.
- h. If any person, debarred by CONCOR/CAL, is a partner in a joint venture bidding for the tender, then that JV will be considered as disqualified.

4. VALIDITY OF OFFER

The tenderer is permitted to tender on the clear understanding that, after submission of the tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR Air Ltd. (CAL) within 120 days of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/ withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CAL, and CAL can take recourse to other legal remedies in terms of the contract.

5. QUOTING OF RATES

The tenderer must quote rates in the Schedule of rates (Annexure I) carefully and for all categories of work unless and until it has been specifically stated in the tender document that the bidder can quote rates for a part of the activities, both in words and figures. In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly. In all such cases the successful bidder will have to abide by the decision of CAL and carryout that particular activity at ZERO rate.

In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the lower of the two will be taken into consideration. Further, in case the tenderer does not indicate a rate both in words and figures and only indicates in any one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same shall be sought and CAL reserves the right of interpretation of the same to its advantage.

7. ACCEPTANCE OF TENDER

- 7.1 The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority (CEO-CAL) of CONCOR Air Ltd., New Delhi, who does not bind himself to accept the lowest or any other tender.
- 7.2 Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-

mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of lowest bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.

- 7.3 The tender documents submitted by a tenderer shall become the property of CAL and CAL shall have no obligation to return the same to the tenderers.
- 7.4 On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CAL shall be communicated to CAL within three working days.
- 7.5 CAL shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. CAL is also not bound to give the reasons for such disqualification.
- 7.6 CAL also reserves the right to:
- a) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CAL.
 - b) Overlook any bidder who is in the same line of business and competing with CAL.
 - c) Bypass any bidder debarred by any Government / Semi Government body or PSU
 - d) Seek clarifications from the bidders regarding any information and documents submitted, along with bid. Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder.
 - e) Accept or reject any or all of the bids in part or full.
 - f) If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favourable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently, then CAL reserves the right to reject such tender at any stage of execution without any financial liability. Any loss suffered by CAL on this account will be recovered from the contractor. This will be done without prejudice to CAL's right to seek any other remedy under law.

8. EXECUTION OF CONTRACT DOCUMENT:

The successful tenderer whose tender is accepted shall be required to appear at the office of the CHIEF EXECUTIVE OFFICER of the CONCOR Air Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) fifteen days of the date of issue of communication (LOI) from CAL's office. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CAL might take as per the Terms and Conditions including General Conditions stipulated in this document. CHIEF EXECUTIVE OFFICER may extend the time for execution of Agreement by 30 days ; on the request of the Contactor, or in the interest of CAL, if there are sufficient reasons for doing so.

9. SECURITY DEPOSIT:

- 9.1 The successful tenderer will be required to furnish a security deposit for an amount equivalent to 10% of the contract value as a surety towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by CAL
- 9.2 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period including obligatory period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by CAL.
 - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of CAL.
 - (iii) 12 years National Defense Certificate at the surrender value, or 10 years Defense Deposit at the surrender value, or State Loan Bonds.
 - (iv) Demand Draft/Bankers Cheque / Pay Orders

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.
 - (b) The National Saving / Defense Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. CONCOR Air Ltd. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
 - (c) No interest shall be allowed or paid on the security deposit.
 - (d) CEO/CAL may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CAL, if there are sufficient reasons for doing so.
- 9.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by CEO/CAL, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CAL in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 9.4 CAL shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CAL shall be entitled to recover any loss or damage that CAL may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CAL under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CAL, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CAL shall deduct the same from the bills or any amount due to the contractor.
- 9.5 The security deposit referred to above may be forfeited by CAL in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract,

leading to pre-mature termination of the contract, without prejudice to CAL's other rights and remedies available under law.

10 REFUND OF SECURITY DEPOSIT:

- 10.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor after successful completion of work.
- 10.2 In the event of any dispute arising between CAL and contractor or between CAL and any third party or in respect of any money due to CAL in reference to this contract or other contracts entered into by the contractor singly or jointly with others and CAL, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CAL may in its sole discretion deem fit until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such detention made by CAL.

11.0 STANDARDS –

- 11.1 The spares supplied under this Contract shall conform to the standards mentioned in the Technical Specifications of Chapter III para 2.1 "Scope of Work".

**For and on behalf of
CONCOR AIR LTD.**

CEO/CAL

CHAPTER – III

SCOPE OF WORK

- The contents in this Chapter provide the details of the work to be done by bidder under scope of the contract emanating from this tender. Briefly the work involves AMC as given in detail in following paras. The bidder must read all the details carefully and acquaint itself with the requirement, location, taxes, transportation and local conditions, before submitting the bid. No claim for additional charges shall be entertained on the pretext that the terms of the contract were not properly understood, once the bids are submitted.
- The details of equipment are as under.

PRODUCT	LOCATION	MODEL-ODU	QTY	MODEL-IDU	QTY
VRV	BASEMENT/GRD FLR/1 ST FLOR	ODU-36HP	1		
				CLASS 20-125	12
				CLASS 140-250	1
VRV	BASEMENT/1 ST FLR	ODU-36HP	1		
				CLASS 20-125	2
				CLASS 140-250	3
VRV	BASEMENT/GRD FLR	ODU-36HP	1		
				CLASS 20-125	14
VRV	GRD FLR/1 ST FLR	ODU-36HP	1		
				CLASS 20-125	4
				CLASS 140-250	3
VRV	1 ST FLR	ODU-36HP	1		
				CLASS 20-125	9
				CLASS 140-250	1
NON VRV SPLIT ACs	1 ST FLR	RKM50PRV16	3	FTKM50PRV16	3

2.1 Technical specifications for VRV HVACs & Split ACs:

The specifications of the HVACs (Type i.e. Hiwall, Ductable, TFA, Cassette, etc) along with the model no. are as per Annexure VI.

3. Annual Maintenance Contract (AMC):

- The contractor shall provide 03 dry & 01 routine Wet Service during a period of 01 year.
- The spare parts to be replaced/repared free of cost in case of any breakdown during the AMC period includes Compressor, Fan Motor, P.C.B., Magnetic Switch, Transformer, Other electrical parts of A/C Unit.
- The scope of the contract include replacement/repairs of any spares including those indicated at para 3.2 above for the smooth running of the AC equipment. No extra cost will be paid.

- 3.4 All parts shall be covered under AMC excluding Plastic Items/Front Frill Assy/Panel, Air Filter, Sheet Metal Parts, Condenser & Evaporator Coils, Thermocol Parts, Circuit Breaker (M.C.B., Sequencer), Voltage Stabilizer & Scanners, Remote Control, etc.
- 3.5 The contractor shall provide on call service as and when demanded, within 24 hrs. of registering the complaint. This shall be applicable during the AMC period.
- 3.6 Failure/defect of any part of the VRV HVACs & Split ACs has to be rectified/repaired/replaced within 24 hrs. of registering the complaint (except consumables, if any, getting exhausted) by the contractor at no extra cost during the AMC period including refrigerant gas charging, if required.
- 3.7 The contractor should maintain adequate stock of spare parts, consumables locally during the AMC period.
- 3.8 In case of failure of any part which may cause the equipment to remain down for more than 48 hrs. on account of repairs to that part, contractor shall be required to provide spare part for functioning of equipment till the original part is available after repairs.
- 3.9 All assistances for handling staff support required for servicing / repair of equipment etc. has to be arranged by the contractor at his own cost. CAL shall provide free electricity and other basic utilities for such servicing / repairs.
- 3.10 Any deficiency in servicing the equipment during AMC period shall be dealt with as per para 7 of Chapter III.

4. Duration

- 4.1 All-inclusive AMC will be for a period of 01 year.
- 4.2 It is obligatory on the part of the contractor to continue to work at the same rates, terms & condition prevailing on the last date of the contract even beyond the contract period of 01 year for at least four months or till the new contract is finalized, whichever is earlier.

5. Submission of Rates (Financial Bid):

- 5.1 The rates quoted by bidder in the “Schedule of Rates” must comprise the cost of spares, cost of transportation, Supply and installation, excluding taxes as applicable. Bidder should take cognizance of all civil, electrical, carpentry works in relation to the installation of equipment and include the cost of same while quoting.
- 5.2 CAL shall provide no documents/Way Bills/permits/Forms except for work order for relaxation of duties or taxes.

6. Incidental works:

The contractor shall be bound to do any incidental work with respect to AMC of equipment as given in above para, for which no additional payment will be made.

7. CONSEQUENCES OF NON-PERFORMANCE & LIQUIDATED DAMAGES:

- 7.1 Damages upto Rs.10,000/- per incident may be recovered from the contractor for repeated non-performance during AMC or Unsatisfactory performance.

- 7.2 In case of contractor not turning up for preventive maintenance check, a damages of up to Rs. 5000/- per case shall be imposed.
- 7.3 In case of delay of contractor to attend any breakdown call within 24 hrs. of informing, a damages upto Rs. 5000/- per instance shall be imposed.
- 7.4 In event of any equipment remaining down for more than 48 hrs. due to delay in repairs from contractor's side, a damages @ 100/- per hour or part thereof beyond 48 hrs. from time of breakdown will be calculated and imposed on the contractor.
- 7.5 Provided that CEO, CAL shall be competent to consider waiver of such damages in case of justified reasons, if any presented by contractor.

**For and on behalf of
CONCOR AIR LTD.**

CEO/CAL

CHAPTER IV GENERAL CONDITIONS

1. DEFINITION

- 1.1 Tenderer/Bidder: A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.2 Tender: Tender means the tender document submitted by the tenderer for consideration by the CAL.
- 1.3 Name of Tender: means the work. Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai for which tender is being floated.
- 1.4 Schedule of Rates: means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the contractor.
- 1.5 Financial Bid: means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 1.6 Unsatisfactory Performance: The unsatisfactory working will include the following:
- Repeated failure to adhere to the work schedule.
 - Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Contractor.
 - Failure to provide manpower, material and equipment in consonance with work requirement.
 - Repeated instances of improper work.
 - Repeated instances of failure to comply with instructions of Terminal Manager.
 - Breach of terms of the contract.
- 1.7 Contractor: Contractor means the person, Society, Firm or Company whose tender has been accepted by the CAL, and shall include his employees, agents, etc.
- 1.8 CAL: CAL means 'CONCOR Air Ltd.' a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.
- 1.9 CONCOR: CONCOR means Container Corporation of India Ltd. a Company incorporated in India with its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi.
- 1.10 SACT: SACT means Santacruz Air Cargo Terminal located Corresponding to CTS no.2085 of Village Vile Parle, Taluka Andheri, District Mumbai Suburban, Near 09 end of Runway no. 09/27 of CSIA, Mumbai.
- 1.11 Laws: Laws means Contract Act, Indian Railway Act 1989, Carrier Act 1865 and all Labour laws mentioned in the tender document and rules/regulations, as amended or issued by Central and State Government from time to time.
- 1.12 Taxes : Goods & Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time, on supply of security equipment.

- 1.13 Competitor: A competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of CAL in a particular catchment area.
- 1.14 AMC: AMC means Annual Maintenance Contract for VRV HVACs & Split ACs at SACT.

2. TERMINATION OF THE CONTRACT

- 2.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CAL (who shall be the sole judge and whose decision shall be final), it shall also be open to CAL to terminate this contract by giving not less than (7) seven days' notice in writing to that effect and if the contractor, does not make good his default within the notice period, CAL shall be entitled to terminate the contract as a whole or in part.
- 2.2 In the event of such termination of the contract, CAL shall be entitled to:
- (i) forfeit the security deposit as it may consider fit;
 - (ii) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CAL is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by CAL in getting the work done and damages which CAL may sustain as a consequence of such action.
- 2.3 If the extra expenditure incurred by CAL on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by CAL under this or any other contract or otherwise. The contractor shall have no claim whatsoever against CAL, in consequence on such recoveries or termination of the contract, as stated above.
- 2.4 The certificate of CEO/CAL, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- 2.5 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CAL will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

3. DEBARRING OF BUSINESS DEALINGS

- 3.1 In the event of premature termination of contract in terms of provisions of clause 2 above, CAL shall also be entitled to debar the contractor for participation in future tenders of CAL for a period as deemed fit ranging from one (01) to three (03) years.

- 3.2 Further, in case if it comes to the notice of CAL that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases CAL at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 2, sub clause 2.2. to 2.4 above (Termination of contract) will become applicable.

4. PROHIBITION AGAINST TAKING WORK FROM CONCOR/CAL/ GOVERNMENT SERVANTS

- 4.1 No Officer of Gazetted rank or other Gazetted Officer employed in operational or administrative duties in any Department of the Government of India or State Government or CAL/CONCOR or any other PSUs under Ministry of Railways is allowed to work as a contractor or contractor's employee for a period of two years immediately after his retirement/resignation from Government service without the prior permission of the Government of India or State Government or any other PSUs under Ministry of Railways as the case may be. The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission as aforesaid before submission of the tender or engagement in the contractor's service.
- 4.2 Should a Tenderer or Contractor have a relative employed in Managerial capacity in CAL/CONCOR or any other PSUs under Ministry of Railways or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CAL/CONCOR or any other PSUs under Ministry of Railways, the authority inviting tender shall be informed of the fact at the time of submission of tenders, failing which the tender shall be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 4.1 of the General Conditions of Contract.

Performa to be filled in and signed by the Tenderer and submitted alongwith the tender is given at Annexure "V".

5. CONTRACTOR'S RESPONSIBILITIES & DUTIES

- 5.1 The tenderers are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the SACT, Mumbai (where they want to work), the working procedures and with the industrial areas in and around SACT. They are also advised to familiarize themselves with the procedures and method of working of the Airports & ICDs/DCTs/CFSs/seaports/AFS's etc. The tenderer can visit the said SACT, on any working day prior to submitting the tender and acquaint himself of these aspects.
- 5.2 All the workers and/or person employed by the contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The contractor shall be responsible against any liabilities of accident, partial or full disability, death etc. of his worker or third party. The Contractor shall keep CAL indemnified against liabilities arising out of the contract on this account.
- 5.3 The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure

compliance of all such various Laws, Acts, etc., including but not limited to the following :-

- (i) Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- (ii) Factory Act, 1948
- (iii) Workmen Compensation Act, 1923.
- (iv) Equal remuneration Act, 1976
- (v) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
- (vi) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
- (vii) The Minimum Wages Act 1948.
- (viii) The Payment of Bonus Act 1965.
- (ix) The Payment of Gratuity Act 1972.
- (x) The Payment of Wages Act 1936.
- (xi) The Employment of Children Act, 1938.
- (xii) Industrial Dispute Act, 1947.
- (xiii) The Service Tax Act.
- (xiv) The Motor Vehicle Act.

5.4 The contractor shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, hand gloves etc. for effective and efficient discharge of the work contemplated in the contract.

5.5 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, CAL is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of CAL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, CAL shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of CAL under relevant sections of the concerned Acts. CAL shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and / or by invocation of bank guarantee from any sum due by CAL to the contractor whether under the particular contract or otherwise, CAL shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to CAL security for all costs for which CAL might become liable in contesting such claim. The decision of CAL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.

5.6 The contractor shall obtain the gate pass for the staff being deputed for supply & installation of security equipment.

6. LICENCE/PERMISSION/REGISTRATION

Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/Permission/Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central

Authorities or CAL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax.

7. SAFETY

- 7.1 It shall be the duty of the contractor to acquaint himself with all safety regulations at the SACT including BCAS (Bureau of Civil Aviation Security) regulations. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 7.2 The contractor shall indemnify CONCOR Air Ltd. against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

8. LIABILITY

- 8.1 The contractor shall be liable to compensate CAL for all damages, losses and claims in respect of damages / injuries to cargo or to Customs or to any other person or damages to property belonging to CAL/MIAL and / or to rolling stock or other property belonging to the CAL / MIAL, whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees. Such compensation shall be determined by CAL and shall be recovered from pending bills or Security Deposit or Bank Guarantee / FDR under this or any other contract of the contractor with CAL for any other place / location.
- 8.2 CAL will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case CAL is to incur any liability, the same will be recovered from the contractor.

9. PAYMENTS

Payment for AMC of VRV HVACs & Split ACs equipment will be made on quarterly basis after submission of satisfactory report.

10. TIME LIMIT FOR SUBMISSION OF BILLS

- 10.1 The contractor shall make a claim for the services rendered under this contract to CAL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the CEO/CAL on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 10.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by CAL. Nevertheless, the CHIEF EXECUTIVE OFFICER on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

11. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the Income tax Acts or other statutory Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

12. EXIT CLAUSE

CAL will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.

13. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the CAL nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

14. ARBITRATION

- 14.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of CAL. There will be no objection if the arbitrator so appointed is an employee of CAL.
- 14.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of CAL, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 14.3 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 14.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

- 14.5 The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- 14.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 14.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 14.8 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 14.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 14.10 In case of any disputes or differences between the parties hereto, the court at Mumbai shall alone have jurisdiction to entertain the suit/arbitration award.

15. SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CAL. In case the contractor contravenes this condition, CAL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

16. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

17. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the CEO, CAL, shall be issued or taken on his behalf by the official, in charge of the SACT or officer so nominated by the Competent Authority. The contractor shall furnish to CHIEF EXECUTIVE OFFICER of CAL, the name(s), designation(s) and address(s) of his authorised representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorised representative or left at or posted at the address so given.

18. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of CAL, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the CAL's condition/clause of contract if required.

**For and on behalf of
CONCOR AIR LTD.**

CEO/CAL

ANNEXURE-I

SCHEDULE OF RATES

RATE SCHEDULE FOR Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.

Tenderers are requested to read carefully each page of tender document for the above noted work wherein complete details are furnished under various chapters.

Notes for guidance of tenderers while quoting for financial bid:

1. The tenderers should visit the site of work, acquaint themselves with site conditions, approach roads, availability of materials, lead of materials etc.
2. The agency has to use their own equipment tools for this work.
3. Contractor shall obtain necessary gate passes/ clearance for his staff/agents from the office of CEO/CONCOR AIR LTD.
4. The tenderers shall execute the work with proper care. If any damage is done to the property of CAL, the same should be made good by the contractor at their own cost.
5. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CAL. If at all the tenders finds it necessary to write/clarify/ explain/stipulate anything, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
6. If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.
7. In case of any doubt/ambiguity, the decision of CAL shall be final and binding on the tenderer. Tenderers are advised to quote their rates considering all the above facts.

NAME OF WORK: Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai

A	B	C	D
S. No.	Description of work	AMC Charges (In INR) in figures (Excl. GST)	AMC Charges (In INR) in words (Excl. GST)
1	AMC of Daikin Make VRV HVACs described under Para 2.1, Chapter III- Scope of work of this Tender. – 180 HP		
2.	AMC of Daikin Make Split ACs described under Para 2.1, Chapter III- Scope of work of this Tender. – (03 Nos.)		
	TOTAL		

Note:

1. All other taxes / duties / levies / charges / transportation cost shall be inclusive in the Rates quoted above. GST shall be paid extra.
2. Rates should be quoted in indelible ink in both words and figures. In case of discrepancy in words and figures, the charges quoted in words shall be treated as correct.
3. Form C/D shall not be issued by CAL and rates should be quoted accordingly.

For Bidder:

Name of the company _____

Name of authorized signatory _____

Sign and Stamp _____

ANNEXURE-II
SPECIMEN OF AGREEMENT

AGREEMENT FOR Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.

An agreement made this Day of Two thousand Nineteen between the Chairman, CONCOR Air Ltd., reg. Office, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110044, as Chief Executive and Administrator of CONCOR Air Ltd. (A wholly owned subsidiary of Container Corporation of India Ltd.) represented by the Chief Executive Officer, CONCOR Air Ltd., Mumbai (hereinafter called CAL) of the one part and M/s..... and carrying on business at under the name and style of (hereinafter called the contractor which expression shall be deemed to include his/their respective heirs, executors, administrators, legal representative successors and assignees) of the other part for the purpose of performing all the work of Annual Maintenance Contract of VRV HVACs & Split ACs at CAL, SACT.

Whereas the contractor has agreed with CAL to maintain all the VRV HVACs & Split ACs set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by CAL, the contractor shall duly maintain the said VRV HVACs & Split ACs in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of CAL and will carry out the work in accordance with the terms and conditions of contract with effect from [..... day of, 2019 up to day of, 20__] and will observe, fulfill and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and CAL hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, CAL will pay or cause to be paid to the contractor for the services, on the completion thereof, the amount due in respect thereof at the rates specified in this tender document.

The cost of stamp paper on this account shall be borne by CAL.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

For and on Behalf of Contractor
M/s.

CHIEF EXECUTIVE OFFICER
FOR AND ON BEHALF OF
CONCOR Air Ltd.

WITNESS

WITNESS

1. _____

1. _____

2. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

ANNEXURE-III

SPECIMEN OF BANK GUARANTEE

1. In consideration of CONCOR Air Ltd., acting through the Chief Executive Officer, having its registered office at 'CAL Bhawan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to **Annual Maintenance Contract of VRV HAVs & Split ACs** at CAL, SACT on the terms and conditions of the agreement dated [.....]. made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to CONCOR Air Ltd., an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the _____ therein or the CONCOR Air Ltd., by reason of any failure of the contractor to _____ in contravention of the terms and conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer, CONCOR Air Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the CONCOR Air Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the _____. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .
3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the CONCOR Air Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the CONCOR Air Ltd., or until the end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the CONCOR Air Ltd., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CAL. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the CONCOR Air Ltd. the full amount of the guarantee on demand and without demur.

6. We [Name of Bank] Bank, further agree with the CONCOR Air Ltd., that the CONCOR Air Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract for AMC of VRV HVACs & Split ACs at CAL, SACT, Mumbai from time to time or to postpone for any time or from time to time any of the powers exercisable by the CONCOR Air Ltd., against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the CONCOR Air Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the CONCOR Air Ltd., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

**ANNEXURE- IV
CHECK LIST FOR BIDDERS**

A. Bid” Envelope Superscribed as “Bid for the Annual Maintenance Contract (AMC) of VRV HVACs & Split ACs at Santacruz Air Cargo Terminal (SACT), Mumbai.”

1. Contains the following documents:

- a) Crossed Demand Draft/Bankers Cheque of Rs. 21,000/- (Rupees Twenty One Thousand only) in favour of ‘CONCOR Air Ltd.’, payable at Mumbai, towards Earnest Money Deposit.
- b) Copy of Dealership Certificate/Authorization letter issued by the Company to the bidder for being Authorized Service Provider is to be submitted.
- c) Experience Certificate for the AMC of VRV HVACs & Split ACs in original or notarized copy as stipulated in Chapter II, Para 1.2 in the format specified therein.
- d) Documents indicating ongoing contracts in hand, if any.
- e) Documents regarding financial standing of the bidder signed by Chartered Accountant as per requirement of Chapter II, Para 1.3.
- f) Documents regarding constitution of the bidders establishment.
- g) Power of Attorney, if required.
- h) Notarized Photocopy of the latest Income Tax Return in the name of the bidder or the lead partner in case of a JV.
- i) Copy of PAN/TIN NO. either in the name of concern or in the name of sole proprietor/lead partner.
- j) MSMEs registered agencies who have valid certificate of registration are required to submit the copy of the same for claiming the relevant benefits such as exemption of Tender document fees, EMD etc. as prescribed by Govt. of India.
- k) Crossed Demand Draft/Bankers Cheque of [Rs. 2000/-] (plus 12% GST) in favour of ‘CONCOR Air Ltd., payable at Mumbai, towards Cost of tender document.
- l) GST registration certificate.
- m) Indemnity letter on party’ letter head as per para 11 of Chapter -I
- n) “Schedule of Rates” (Annexure I) duly filled and signed.

All the documents above should be signed and stamped

2. Bid validity of 120 days

3. Tender document signed on all pages by Proprietor/ Authorised Representative

ANNEXURE V

PROFORMA TO BE FILLED IN AND SIGNED BY THE TENDERER AND SUBMITTED ALONG WITH THE TENDER FOR HAVING A RETIRED GAZETTED OFFICER ON THEIR ROLES

(PORTIONS NOT APPLICABLE MAY BE DELETED)

- i) The undersigned:-
- (a) is a retired officer holding prior to retirement/resignation a post in Govt of India/State Government/ CAL/PSU under ministry of Railways (Specify name of PSU).
- (b) is a partnership firm having as one of its partners/officers as persons as aforesaid at (a) above.
- (c) is an incorporated company having any such retired officer/Engineer/Manager stated at (a) above its director/manager/officer.
- (d) has no such retired Engineer or retired manager associated with it as stated above.
- ii) If failing under any of the above categories (a) to (c), particulars of the officer may be furnished hereunder:-
- (1) Post held before retirement _____
- (2) Date of retirement _____
- (3) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorized in this behalf-----
- (iii) If the Tenderer or in case of a partnership firm any of its partners or in case of Company, any of its director/manager/officer has a relative or relates employed in managerial capacity in the CAL, particulars of such relative in the CAL may be furnished here under

- (1) NAME
(2) DESIGNATION
(3) NAME OF PSU/STATE/CENTRAL GOVT. ORGANISATION

PLACE:
DATED:

SIGNATURE OF TENDERER
STAMP OF COMPANY

ANNEXURE - VI

Project: Proposed Air Cargo Complex at Santacruz Airport, Mumbai.

HVAC UNIT EQUIPMENT LOOPING

	Type	Model No.	TR	Cfm	Qty	Total TR	Total Cfm	CI	Total CI	Outdoor Unit	System No.	DF			
Basement Floor															
strong room	Hiwall	FXAQ25PVE	0.8	282	1	0.8	282	25	25	36 HP	SYS A	0.99			
Cold room	Hiwall	FXAQ63PVE	2	671	1	2	671	62.5	62.5						
Ground Floor															
Airline Offices	Hiwall	FXAQ20PVE	0.6	265	6	3.6	1590	20	120						
Airline Offices	Hiwall	FXAQ40PVE	1.3	265	1	1.3	265	40	40						
First Floor															
Passage + server	Ductable	FXMQ200MAVE	6.6	2047	1	6.6	2047	200	200						
Office block 5 & 4	Ductable	FXMQ100PVE	3.3	1130	2	6.6	2260	100	200						
Future Expansion / Server Room	Ductable	FXMQ250MAVE	8.2	2542	1	8.2	2542	250	250						
First Floor															
reated fresh air unit	TFA	FXMQ250MFV1	8.0	1236	3	24	1236	250	750	36 HP	System B TFA SYSTEM	1.01			
server Room	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
Basement Floor															
Cold room	Hiwall	FXAQ63PVE	2	671	1	2	671	62.5	62.5	36 HP	SYS C	0.55			
Ground Floor															
strong room	Hiwall	FXAQ63PVE	2	671	1	2	671	62.5	62.5						
Cold room	Hiwall	FXAQ63PVE	2	671	1	2	671	62.5	62.5						
Admin + Store rm	Ductable	FXMQ125PVE	4.1	1377	1	4.1	1377	125	125						
Airline Offices	Hiwall	FXAQ20PVE	0.6	265	2	1.2	530	20	40						
ETD Room															
Security Check	Ductable	FXMQ40PVE	1.33	565	1	1.33	565	40	40						
Basement Floor															
Airline Offices 1 to 7 at basement	Hiwall	FXAQ20PVE	0.6	265	7	4.2	1855	20	140						
CONCORE office at basement	Hiwall	FXAQ32PVE	1		1	1	0	31.25	31.25						
First Floor															
Waiting Room	Cassette	FXFQ50LUV1	1.65	565	2	3.3	1130	50	100	36 HP	SYS D	1.06			
Work Station	Ductable	FXMQ200MAVE	6.6	2047	1	6.6	2047	200	200						
Reception & waiting	Ductable	FXMQ250MAVE	8.2	2542	2	16.4	5084	250	500						
Common Room	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
Ground Floor															
Cold room	Hiwall	FXAQ63PVE	2	671	1	2	671	62.5	62.5						
First Floor															
Passage	Ductable	FXMQ200MAVE	6.6	2047	1	6.6	2047	200	200	36 HP	SYS E	1.06			
Octroy Room	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
Office block 1	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
Office block 2	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
Office block 3	Ductable	FXMQ100PVE	3.3	1130	1	3.3	1130	100	100						
CEO Cabin	Ductable	FXFQ80LUV1	2.65	742	1	2.65	742	80	80						
CEO waiting	Ductable	FXMQ40PVE	1.33	565	1	1.33	565	40	40						
Conference Room	Ductable	FXFQ80LUV1	2.65	742	3	7.95	2226	80	240						
				49	137.6			4233.8							

ANNEXURE VI....Cont.

The Split ACs details are as under:

	Mode No.	Quantity
Outdoor	RKM50PRV16	03
Indoor	FTKM50PRV16	03