



TATA MEMORIAL CENTRE

Advanced Centre For Treatment, Research And Education In Cancer. (ACTREC)

Kharghar Node, Navi Mumbai – 410210

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

NAME OF WORK:

Appointment of HVAC Consultant for revamping of existing HVAC system at
ACTREC

E-TENDER NOTICE

No. : TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

NAME OF THE AGENCY	



Engineering services, Second Floor, Khanolkar Shodhika, Phone: 3043/2740 5010, 3043/2740 5067

E. Mail : hkelkar@actrec.gov.in, htaylor@actrec.gov.in, engineering@actrec.gov.in,



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(ACTREC)

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY,
GOVERNMENT OF INDIA

NAME OF WORK:

Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

Tender No: TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

LIST OF DOCUMENTS

NAME OF THE AGENCY		
Sr. No.	List of Documents	Page No.
Envelope-1: Technical Bid. (Hard copy To be Submitted).		
1	E.M.D. for Rs 14,000/-	
2	Facia Page	1
3	List of Documents	2
4	Notice Inviting Tender	3
5	General Instruction	4
6	Acceptance form	7
7	Check List	8
8	Vender Details	10
9	NEFT Details	12
10	Special Conditions of Contract.	13
11	Compliance form-1	17
14	Compliance-2	18
15	Book containing Conditions of Contract	19
Financial Bid : to be filled ONLINE ONLY		
16	Financial bid	99

Note:

- 1 Hard copy of Technical Bid is to be submitted before last date of submission and must be signed with stamp/seal on all pages.
- 2 It may please be noted that both Hard copy & soft copy of technical bid are required i.e uploaded copy in Tenderwizard and Hard copy submission before due date and time. If agency unable to do so will be disqualified.
- 3 EMD in original is to be submitted in envelop along with hard copy of technical bid.



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E-TENDER NOTICE.

NAME OF THE AGENCY		
1	NIT No.	TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019
2	Name of work	Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC
3	Estimated cost put to tender	Rs 7.00 Lakh
4	Earnest Money Deposit (EMD)	EMD of Rs.14,000/- in the form of Fixed Deposit Receipt/Demand Draft/ issued by a Scheduled Nationalised bank, drawn in favour of Accounts Officer, ACTREC, Payable at Navi Mumbai. a) 50% of EMD Amount i.e, Rs.7,000.00/- in the form of Deposit at Call Receipt or Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e, of Rs.7,000.00 in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of 'Accounts Officer, ACTREC Note: 1) Bank Guarantee not strictly in accordance with the prescribed format shall not be accepted. 2) EMD in the form of cheque will not be accepted.
5	Completion period	Three months for complete Design & further 21 months including execution of the project
6	i) Performance Guarantee ii) Security Deposit.	5% of Work order Value 2.50% of Work order Value. (Amount will be deducted from running bill)
7	Tender Processing Fee	Rs xxx/- in the form of online payment.
8	Dates of availability of Tender Documents for view and download	From 28/11/2019 time 13:00 Hrs. to 12/12/2019 up to 17:00 Hrs on website www.tenderwizard.com/DAE . Detailed NIT is also available on website www.actrec.gov.in for view only.
9	Site visit	Bidder should visit the site to ascertain scope of work before putting up the Bid in working hours with prior intimation. For any queries regarding the same Bidders can contact Engineering Dept, ACTREC. Agency can on 27465067/27465010
10	Pre Bid Meeting	A. Pre-Bid query: Till 04/12/2019 on pghadi@actrec.gov.in/hkelkar@actrec.gov.in. B. Pre Bid Meeting will be held on 06/12/2019 (10:00 hrs to 13:00 Hrs). Pre Bid meeting will be held at engineering Dept ACTREC C. Post pre-bid query : Till 09/12/2019 on htaylor@actrec.gov.in/hkelkar@actrec.gov.in. Navi Mumbai.
11	Dead Line for submission of Original DD etc. towards Tender EMD. And technical bid hard copy.	On or before 16/12/2019 (15:00 Hrs.) in the Office of Purchase Officer, 3rd floor, Paymaster Shodhika, ACTREC, Navi Mumbai 410210
12	Last date and time of closing of online submission of tenders:	On or before 16/12/2019 (15:00 Hrs.)
13	Date and time of online opening of Technical Bid.	On or before 16/12/2019 (15:30 Hrs.)
14	Date of opening of Financial Bids of qualified bidders.	Will be notified at a later date.

Note: 1. Director-ACTREC reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

2. Hard Copies of the technical bid & Prequalification requirements along with the valid EMD is to be submitted at the Engineering office before due date and time.

3. All the forms of prequalification requirement are to be submitted along with tender.



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A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

Tender No: TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

Tender Name: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

GENERAL INSTRUCTIONS TO TENDERER

NAME OF THE AGENCY	
Important	THE LOCATION OF WORK TO BE EXECUTED IS CANCER PATIENTS AREA. EXTRA CARE SHALL BE TAKEN WHILE EXECUTING THE WORK. IT IS REQUESTED TO VISIT THE PLACE OF WORK BEFORE SUBMITTING THE TENDER.
1	Tender Documents can be <u>viewed</u> on our web site www.actrec.gov.in
2	Conditions of Contract may down load from our website www.actrec.gov.in (in case of difficulty contact on 022-27405010/30435010/27405067-30435067)
2	Registered contractors only can purchase / download & submit / upload tenders documents.
3	Interested agencies may visit www.tenderwizard.com/DAE for registration.
4	Contact for assistance/ clarifications/registration (24x7) on 09969458639/ 022-25487363 (Shri. Rudresh), e-mail: rudresh.tenderwizard@gmail.com
5	For further information, please contact on (022) 27405010 during office hours. The existing "SECTION - 1: NOTICE INVITING TENDERS" OF "CONDITIONS AND CLAUSES OF CONTRACT - 2008" (P.5 & 6) in use for 2/3 bid TENDERING has been modified as per the requirement of e-Tendering. The modified VERSION OF THE SAME" is enclosed as CS-13 (Correction Slip - 13 to Conditions and Clauses of Contract -2008).
1	Contractors who fulfill the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
A	Proof of registration with Government / Semi Government organizations like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.
B	Should have satisfactorily completed the works as mentioned below during the last Seven years ending 31.03.2018 and on going works till the date.
1	Three similar works each costing not less than Rs. 2,80,000/- each (40% of Tender Cost), or
2	Two similar works each costing not less than Rs 4,20,000/- each (60% of tender cost), or
3	One similar work costing not less than Rs. 5,60,000/- (80% of tender cost).
4	Similar works shall means Consultancy of HVAC work for Hospitals.
Note:	The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of tender.
C	Annual turnover as per ITCC or profit & loss statement for the last 5 years (Average annual turn over for the last 3 financial years should be at least Rs.2,80,000/-, not having incurred any loss in more than 2 years during last 5 years ending 31.03.19 (last Financial year).
D	The bidding capacity shall be equal to or more than the above respective estimated cost. The bidding capacity shall be worked out by following formula
	Bidding capacity = (A x N x 2) - B
	Where
	A- Maximum value of construction works executed in any one year during last 5 years taking into account as completed as well as works in progress.
	N- Completion of works in years.
	B- Value of existing commitments and ongoing works to be completed during the period of completion of work.
E	Should not have incurred any loss in more than two years during the last five years ending 31st March, 2019.
F	Latest Bank solvency certificate from any scheduled banks of Minimum Value of Rs. 2,80,000/-
G	List of similar works in hand & similar works carried out by them for last 7 years indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
H	List of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the agency to complete the work in time.
I	List of Technical staff they possess.

J	CERTIFICATES: (Scanned copy of original certificates to be uploaded)
i)	Similar works experience (Work order and completion certificate)
ii)	Company Registration
iii)	Turnover Certificate (Last 3 Years by CA)
iv)	Solvency Certificate
v)	Income Tax Return/Profit and Loss Statement (Last 3 Years by CA)
vi)	TIN/GST Registration
vii)	PAN (Permanent Account Number) Registration
viii)	List of Manpower and Manpower employed in this Project (Licensed Plumber/Supervisor/Engineer/Mason/Labour)
ix)	List of Equipment & Machinery
K	UNDERTAKING as under:-
	I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DAE in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
	(Scanned copy to be uploaded at the time of submission of bid).
2	The intending bidder must read the terms and conditions as per "SECTION - 1: NOTICE INVITING TENDERS" OF "CONDITIONS AND CLAUSES OF CONTRACT - 2008" carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.
3	Information and Instructions for tenderers posted on website shall form of tender document.
4	Hard copy of Technical Bid shall be submitted in ACTREC before due date and time. Hard copy should have all the documents as uploaded online including EMD is original.
	OBTAINING OF STANDARD DOCUMENTS: In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of Tender Documents for this work. These documents can be downloaded from the ACTREC's website (tender section on www.actrec.gov.in) or can be obtained free of cost. In case the agencies already possess these standard documents with them, the same need not be downloaded . Printed books are available at the Engineering Services, TMC-ACTREC, Kharghar, Navi Mumbai- 400 210.
	Conditions and Clauses of Contract - 2008 - Free of cost
5	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD as stated in NIT.
6	Those contractors not registered on the website mentioned above, are required to get registered. If needed, they can be imparted training for online bidding process as per details available on the website in co-ordination is ITI Limited.
7	The intending bidder must have valid class-III digital signature to submit the bid.
8	On opening date, the contractor can login and see the bid opening process.
9	Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or including profit & loss statements and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet, however hard copy of the same is required in technical bid envelope.
10	Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in YELLOW colour and the moment rate is entered, it turns SKY BLUE . In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0" . Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). in the schedule of quantities, if rates are not quoted for items or if a firm quotes " NIL/N.A./Not applicable/----/ Leaving blank space etc." charges, the bid shall be treated as unresponsive and will not be considered. DO NOT use vague terms . Insert required information with clear meaning in technical bid & financial bid.
11	In the case of bids in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
12	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.

13	Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ACTREC
14	IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in TMC.
15	PROSPECTIVE AGENCIES SHALL SATISFY THEMSELVES OF FULFILLING ALL THE NIT CRITERIA BEFORE SUBMISSION OF TENDER. Department reserves the right of non consideration of tender of the agencies not fulfilling the stipulated criteria.
16	Any Additional work needs to be executed for completion of work, CPWD DSR 2018 for rates will be considered.
17	TMC-ACTREC does not guarantee opening of the tender immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however will be ensured that no offers are submitted after tender closing date and time. Vendors cannot submit/modify any offer or attach any file to it after closing date and time as stipulated in the tender notice. System does not permit any alternation, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual date and time.
18	ACTREC will not be responsible for any kind of technical problem at Vendor's end in case of difficulty in up loading of tender. Agencies are adviced to finish the uploading of tender well before time. No tender will be accepted by ACTREC at later stage that could not be uploaded because of unforeseen technical problems.
19	Agencies who have successfully up loaded the tender documents and forwarded physical (hard)copy of the Technical Bid before due date and time will only be considered. Please note that vendor will have to finish both the activities to proceed further. Otherwise vendor will be disqualified.
20	All papers submitted with the tender should bear the signature & Stamp/seal of the tenderer on every page.
21	All information in this tender shall be in English only.
22	Rate quoted should be in Indian currency only.
23	Tender containing clerical errors, typographical error/ arthrmietal mistake may be lible to be rejected.
24	All the rates quoted shall be inclusive of all taxes but exclusive if GST.
25	Only one rate shall be offered for the Item. Multilpe rates against one itme shall be rejected.
26	The tenderers shall quote rates which shall remain valid for acceptance by ACTREC for a perios of 12 months or stipulated time limit as mentioned in the tender documents.
27	Only lowest offer may be considered for financial negotiations.
28	Performance Security: Performance Security will have to be submitted at the rate of 5% of the contract value within 15 days of issue of Letter of Intent.
29	Security Deposit will be deducted @ 2.5% of work order value from each running bill which will be refunded after completion of defect liability period.
30	Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is detected later that this condition has been violated all the tenders submitted by Tenderer would be rejected or cancelled and earnest money or security deposit will be forfeited in addition to such legal action as may be deemed fit and proper.
31	Canvassing in connection with tender/quotation is strictly prohibited.
32	Director-ACTREC reserves right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason.
33	Mode of measurement will be as per the guidelines laid in the Departmental conditions of contract & technical specification.
34	Awarding work order will be strictly as per departmental norms/policies as decided by Competent Authority of TMC-ACTREC.
35	Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.



TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT RESEARCH AND
EDUCATION IN CANCER (ACTREC).

Tender No:	TMC/ACTREC/Engg/HT/ET-46/HVAC consultant/2019
Name of Work	Appointment of HVAC consultant for revamping of existing HVAC system at ACTREC

ACCEPTANCE FORM

NAME OF THE AGENCY	
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To,
The Director,
Advanced Centre for Treatment, Research & Education in Cancer (ACTREC),
Tata Memorial Centre,
Kharghar, Navi Mumbai- 410208.

Tender Ref: TMC/ACTREC/Engg/HT/ET-46/HVAC consultant/2019

Name of Work: Appointment of HVAC consultant for revamping of existing HVAC system at ACTREC.

Sir,

I/We read the various conditions to tender including general conditions and hereby agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof. I/we will be liable for forfeiture of my/our "Security Deposit" to Tata Memorial Centre, ACTREC. I/We will execute the work as per the quoted rates and hereby bind myself/ourselves to execute the work in all respects during the period of contract from the date of issue of letter of acceptance of the tender. I/we also hereby agree to abide DAE general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by ACTREC.

A sum of **Rs. 14,000/-** is hereby forwarded as Earnest Money in the form of D.D/ Bank's P.O. through receipt No._____. The full value of Earnest Money shall stand forfeited without prejudice to any other rights to remedies if:-

B) I/we do not commence the work within 15 days after issue of the letter including work order to that effect. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us indicated in the letter of acceptance of my/our offer for this work.

Date:

Seal and Signature.



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(ACTREC).**

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CHECK LIST FOR LIST OF DOCUMENTS SUBMITTED

NIT No. TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019
NAME OF WORK: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC
INSTALLATION OF LIQUID OXYGEN VESSEL ON

SN	PARTICULARS	REMARKS	Yes/No
I	Name of the Bidder		
II	Postal address		
III	Contact with STD code		
IV	Fax with STD code		
V	Name of Contact person		
VI	Mobile No.		
VII	e-mail ID		
	BELOW GIVEN DOCUMENTS TO BE SCANNED AND UPLOAD IN THE WEBSITE www.tenderwizard.com/DAE WITHIN THE PERIOD OF SUBMISSION	SCAN COPIED ATTACHED	"YES" OR "NO"
1	Financial Turn Over Certified by CA		
	2015-16		
	2016-17		
	2017-18		
2	Profit & Loss Statement Certified by CA		
	2015-16		
	2016-17		
	2017-18		
3	Latest Bank Solvency Certificate (Minium 40% of the tender value)		
4	List of Similar Works carried out in last 7 years i) Agency for whom executed ii) Value of Work	ATTACH SCANNED COPY SEPARATELY	
5	List of similar works in Hand indicating: i)Agency ii) Value of Work iii) Stipulated time of completion/ present position	ATTACH SCANNED COPY SEPARATELY	

	BELOW GIVEN DOCUMENTS TO BE SCANNED AND UPLOAD IN THE WEBSITE www.tenderwizard.com/DAE WITHIN THE PERIOD OF SUBMISSION	SCAN COPIED ATTACHED	"YES" OR "NO"
6	List of Construction Plants and Machinery:	ATTACH SCANNED COPY SEPARATELY	
7	List of Technical Staff	ATTACH SCANNED COPY SEPARATELY	
8	Certificates:		
	i) Registration Certificate	ATTACH SCANNED COPY SEPARATELY	
	ii) Certificates of Work Experience /Performance certificates	ATTACH SCANNED COPY SEPARATELY	
	iii) Certificates of Registration for GST		
	iv) TIN Registration Certificates		
	v) PAN (Permanent Account Number) Registration		
9	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis:	ATTACH SCANNED COPY SEPARATELY ON AGENCY'S LETTER HEAD	
10	Online payment towards Cost of Tender Processing Fee	ATTACH SCANNED COPY SEPARATELY	
11	Demand Draft/ Pay Order Deposit at Call Receipt / FDR of any scheduled Bank Against EMD as stated in NIT.		
12	Bank Gurantee of any Scheduled Bank against EMD as stated in NIT		
13	Conditions of the Contract Book : To be down loaded from www.actrec.gov.in	SUBMIT SIGNED & STAMPED COPY ALONG WITH TECHNICAL BID	
14	Acceptance form in Prescribed format	SUBMITT SIGNED COPY ALONG WITH TECHNICAL BID	
15	I/WE NOTED TECHNICAL BID SALIENT GOVERNING FEATURES OF THE TENDER / WORK		

Date

Seal and Signature.



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Vendor Details

Tender No: TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019
Tender Name: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

Sr No	List of Documents to be scanned & uploaded within the period of bid submission:	Details (to be given mandatorily)
1	Name / Title of the Bidder/ Type of Establishment	
2	We have quoted for all the items in Financial bid in the prescribed format of the Tender documents (say 'Yes/No') (Partial/Incomplete offers are liable for rejection)	
3	Full Address	
4	Name of the person authorized to deal/undertake business for and on behalf of the Bidder	
5	Telephone & Mobile Number	
6	Fax. No.	
7	Email Address	
8	Legal entity of Bidder whether Firm/Society/Company/SSI unit	
9	Establishment Registration Number	
10	Authority with whom Registered	
11	Main Business of the Bidder	
12	Authorized area of Operation in India	
13	Name & Address of Bankers	
14	PAN No. / TAN No.	
15	GST Registration Number:	
16	Solvency Certificate to be attached (Min 40% of Tendered Value-Valid till Contract Period if work is Awarded)	
17	No. of Man power employed by Bidder	
	a) Scientific	
	b) Technical	
	c) Administrative	
	d) Financial	
18	Experience of the Bidder in dealing with the tendered item/works	
19	Performance Certificates / Work Completion Certificates.	
20	QUALIFYING EXPERIENCE ANY ONE OF THE FOLLOWINGS.	
	a) THREE Works costing 40% of 'Tendered Value' i.e. Rs.2,80,000/- each.	
	b) TWO Works costing 60% of 'Tendered Value' i.e. Rs. 4,20,000/- each.	
	c) ONE Works costing 80% of 'Tendered Value' i.e. Rs. 5,60,000/- each.	
21	Turn over in the last 3 years	
	2015-16	
	2016-17	
	2017-18	

22	Average Turn Over for Last 3 Years, certified by CA.	
23	Details of work orders in the last 3 years, amount, Name of Authority, Completion Period etc (separate sheet)	
24	List of plant & machinery of bidder (attach separate sheet)	
25	Demand Draft/Cash Receipt Number for EMD, Amount, Date, Bank, etc	
26	There are no deviations of specification/type etc in any of the items of Financial Bid. (Deviations, if any, shall be mentioned in Technical Bid. The agency has to quote separately for the those items and enclose with Financial Bid)	

Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

Date

Signature

Name of authorized person for bidder with seal



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NEFT FORM

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT BY ELECTRONIC		
1	Name of the Bidder	
2	Bidder Address & Other Particulars	
3	PAN NO.	
4	GST NO.	
5	Mobile No.	
6	Email ID	
7	Account Holder's Name (Title of the Account)	
8	Bank Account No.	
9	Bank Name, Branch & Address	
10	9-Digit MICR code of the bank	
11	Account type (SB/CURRENT)	
12	IFSC Code (attach xerox copy of cheque)	

Certified that the particulars furnished above are correct as per our records.

Signature of the authorised official from the bank.

Bank stamp :

Date :

Note : Xerox copy of cheque may be attached, without which the form will not be accepted.



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A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

Tender No: TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

Tender Name: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

SPECIAL CONDITIONS OF CONTRACT

NAME OF THE AGENCY	
1	<u>ELIGIBILITY CRITERIA:</u>
a)	It must be noted that the tenderer should not have been blacklisted by any Government Agency/Institutions of local self Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Director, ACTREC reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency.
b)	There shall be a screening committee appointed by Director ACTREC to examine the list of documents desirable as per terms & conditions & prequalification documents attached to the Tender and to report in details on the eligibility of tenderers for further examination to the competent authority. The Tenderers are required to produce the original documents for verification if required for the screening committee.
c)	Tenderer who carried out similar nature and magnitude of work i.e. consultancy of HVAC work for Hospitals
d)	Lowest bidder will be identified on the Total basic cost (Excluding GST AMOUNT) quoted in financial bid those who have already qualified in technical bid.
e)	Competent Authority reserves right to accept or reject the offer in whole or in part and award the work in whole or in part, as per norms/policies accepted by the centre.
2	<u>Scope of Work:</u>
1	Preparation of 'Design based Report' for HVAC system for CRC,CRI and Ward block area.
2	Preparation of final Drawings and obtaining approval from ACTREC. The drawing shall be submitted in editable format and PDF form. The consultant has to deliver hard copies of approval drawing when ever needed.
3	Preparation of bill of quantities include details take of sheets and detailed estimate adopting CPWD DSR rates.For item of work not available in CPWD DSR schedule, market rates may be adopted and detailed rate analysis is to be made available for such items with necessary supporting quotations obtained from the market.
4	Assist ACTREC for finalizing and fixing of agency by assensing the capability.
5	Assist ACTREC for in preparation of justification of tenders based on prevailing market rates.
6	Preparation of technical data sheet, detailed specification and tender documents.
7	Consultant would assist in technical evaluation of agencies during the tendering processes.
8	Site visit/attendance in project review meeting as and when needed. No additional cost shall be paid for the same.
9	Periodic inspection and submission of HVAC work to ensure compliance with the approved drawing.
10	Varification of "AS BUILT" drawings submitted by the executed agency for HVAC system.

11	Subletting of design work is not permitted.
12	The consultant whose bid is acceptable shall be comply with all Acts, statues, rules and regulation of central/state government etc which ever is applicable.
13	The consulatant shall design the HVAC system as per NFPA norms for ACTREC with good engineering practice incorpating functional and energy efficient system design
14	the consulatant should furnish all the required information such as detailed eastimate, good for execution drawings etc. before tenders are invited and not in the stages , during the progress of work.
15	The amount quoted should be basic and GST as applicable and nothing extra towards travels and stay or any other claim is payable.

PRICE BID

1	PRICE BID to be submitted "ONLINE" in tender wizard website & no hard copy needed. L-1 will be identified based on the total basic cost quoted by the Agency.
2	in the schedule of quantities, if rates are not quoted for items or if a firm quotes " NIL/N.A./Not applicable/----/ Leaving blank space etc." charges, the bid shall be treated as unresponsive and will not be considered.
3	Validity of rates: 120 Days from the opening of the tender.
4	Defect Liability Period: 1 Year after completion of project (or max 3 year in case project not executed)
5	Stipulated time for completion of work : Three months for complete Design & further 21 months including execution of the project
6	Variation in quoted rates will not be allowed and will not be payable i.e. Rates will be firm throughout the period of execution of contract.

LIQUIDATED DAMAGE

Successful tenderer will have to commence/execute the work as per the order placed by email/soft copy/LOI/Work order within the stipulated time period mentioned in the order. In failure to do so, the performance security submitted by the firm will be forfeited. In the event of the contractor fail to comply with conditions of this contract, he shall be liable to pay a **compensation for non commitment of work as per order or for the delay an amount equal to 1.5% per month delay to be computed on per day basis, provided that the entire amount of compensation to be paid shall not exceed 10% of the estimated cost of the work.** If the work is not completed within the stipulated time period as mentioned in the work order or inferior nature of work, the engineer in-charge has the right to terminate the whole work or part and get the work done from other agency at the risk and cost of tenderer and access money will be recovered from any dues. Liquidated damage can be recovered from EMD, Performance Security, Security Deposit or running bills of the Tenderer. Extension in delivery of work will not be given except in exceptional circumstances. The defaulting tenderer will be debarred from participant of any tender of ACTREC.

ARBITRATION

In the event of any dispute arising between ACTREC and the contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Director, ACTREC who may himself act as sole arbitrator or may name as sole arbitrator an officer of ACTREC/TMH notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at MUMBAI/NAVI MUMBAI.

DIRECTOR-ACTREC/THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:

- a To reject any / or all the Tenders at any stage without assigning any reason there of and not accept the lowest Tenders.

- b To invite fresh offers from the open market or negotiate with other tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
- c To procure any item of the tender directly from State / Central govt. Undertaking at government rate even if a tender of other parties for the same item has been offered / accepted / approved.
- d To reject abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention.
- e Officer authorised on behalf of the Director-TMC does not bind himself/herdelf to accept the lowest or any other offer & reserve the right to cancel, reduce or split the contract on more than one source without assinging any reason for such action.
- f DIRECTOR-TMC reserves right to accept the tender in full or part with out assigning any reasion.

RISK PURCHASE

- a In the event of failure to execute the contract to the satisfaction of the engineer in-charge he has the reserves the right:
- b To reject any part of the contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the Engineer In-charge.
- c To terminate the contract by giving 2 weeks notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the contractor.

GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the contractor, ACTREC shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor, if a security is taken from the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, the balance or the sum recoverable, as may be shall be deducted from any sum duo to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with the ACTREC. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the ACTREC on demand the remaining balance due.

RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY

In any supply item or any part of work is found defective or fails to meet the requirements of the contract before it is accepted, the ACTREC shall give the contractor a notice setting forth details of such defects or failures and the contractor shall forthwith arrange to set right the defective work or replace the defective supply by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the contractor at free of cost. Should the contractor fail to do the needful within this stipulated time frame, ACTREC reserves the right to reject the work/equipment in full or in part and get it replaced at the cost of the contractor. The cost of any such replacement made by the ACTREC shall be deducted from the amount payable to the contractor against this work order.

TERMINATION FOR DEFAULT

ACTREC, may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, for termination of this contract in whole or in part;

- a If the contractor fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
- b If the contractor fails to perform any other obligation(s) under the contract.
- c If the contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ACTREC may authorize in writing) after receipt of the default notice from ACTREC on a notice period of 30 days.

- d In the event of ACTREC terminate the contract in whole or in part pursuant to above para the ACTREC may execute the work upon such term and in such manner as it deems appropriate work similar to those undelivered and contractor shall be liable to ACTREC for any excess cost for such similar work. However, the contractor shall continue the performance of the contract to the extent not terminated.

ADDITIONAL OR EXTRA WORK

- 1 ACTREC reserve the right to place extra items other than schedule quantity for completion of given work order. In such cases the Engineer In-charge calculate the expenditure for supply and execution of such work by taking quotation from local agency and adding applicable levies, labor charges, incidental expenditure, profit etc. as per the normal procedure to arrive suitable rate. He may also obtain the expenditure of the extra item either from CPWD manual or from the work order executed for government organization for similar work in the recent past. If the quantity of work is exceeding more than 10%, Engineer-in-Charge should be informed the same and execution should be done only after prior approval.
- 2 ACTREC also has the reserve to modify the quantity of items in work order to add/reduce/cancel as per the site requirements. Such additional quantity will be settled at the same rate and terms & conditions of the order on completion of work after taking final joint measurement.
- 3 Agency to inform in advance before executing additional/substitute quantity. Prior approval for the same should be obtained from ACTREC before execution.

PAYMENT TERMS

Payment terms of ACTREC are given below.

PART-A

a	After submission of ,Design based report, detail drawing and detail estimate with rate analysis, Heat load calculation sheet of each building etc i.e. CRC,CRI, ward block area	Total 70% of the total amount
b	Bid documents etc for invitation of tender for replacement of existing HVAC system of each building i.e.CRC,CRI and ward block area	Total 100% of the total amount minus payment already made.
<u>Part-B</u>		
a	Installation as per approved drawing and commissioning of the system for each building i.e. CRC,CRI and ward block area	Total 70% of the total amount
b	after completion of project with Hanover documents,As built drawing, validation of the system etc for each building i.e. CRC,CRI and ward block area	Total 100% of the amount minus payment already made.

Payment term other than above mention will not be accepted.

FAIR WAGES

The contractor shall pay the monthly wages to the labors employed by him as per the minimum wages enforced by Labor Enforcement Authority of India on time to time in front of an ACTREC official, together with ESIC, Provident Fund, and Bonus etc. as applicable. The contractor will forward his bills for the work executed by him by attaching copies of salary slip signed by the worker for the current/previous month for early settlement of his bills.



**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT RESEARCH AND EDUCATION IN CANCER
(ACTREC).**

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

Compliance form-1

Tender No. TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

Name of work: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

Name of the Vendor			
		We have read all item specification (Yes/No)	we have quoted against each item.(Yes/No)
	PART-A		
	One time Expenditure for consultancy to establish the facility		
1	Providing consultancy service for HVAC system for CRC area at ACTREC, Navi mumbai		
2	Providing consultancy service for HVAC system for CRI area at ACTREC, Navi mumbai		
3	Providing consultancy service for HVAC system for Ward block area at ACTREC, Navi mumbai		
	Part-B		
4	Project completion as per design and submmited AS Built drawing for CRC area at ACTREC, Navi mumbai		
5	Project completion as per design and submmited AS Built drawing for CRI area at ACTREC, Navi mumbai		
6	Project completion as per design and submmited AS Built drawing for ward block area at ACTREC, Navi mumbai		

Note:- Consultancy Fee will be paid as Lumsum basis.

The amount quoted should be basic and GST as applicable and nothing extra towards travels and stay or any other claim is payable.

Date

Signature



**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT RESEARCH AND EDUCATION IN CANCER
(ACTREC).**

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

Compliance form-2

Tender No. TMC/ACTREC/Engg/HT/ET-46/HVAC Consultant/2019

Name of work: Appointment of HVAC Consultant for revamping of existing HVAC system at ACTREC

Name of the Vendor		
Sr. No	Description	Compliance from agency
1	We have understood technical requirements and understood the same in right perspective.	
2	We have quoted for all the items in Financial Bid in the prescribed format of the tender documents.	
3	We have read the financial bid thoroughly before filling it and understood the same in right perspective	
4	We understood that partial/incomplete/vague offers are liable for rejection.	
5	We have understood the eligibility criteria as well as criteria for identifying lowest bidder.	
6	There are deviations from our(bidder) side.	
7	Deviations have been mentioned on separate page and attached with technical bid in detail. Deviation is supported with necessary documents, catalogues etc.	
8	We have noted that accepting or rejecting the deviation and consequently rights to qualify and disqualify the agency remains with competent authority of TMC- ACTREC.	
9	We have understood and accepted that accepting the tender & issuing order in full or in part will be decided by the TMC-ACTREC competent authority as per policy of the centre.	