



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:

Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

E-TENDER NOTICE

No. : TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020

NAME OF THE AGENCY	



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

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



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NAME OF WORK:

Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025	
Tender No:	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020

LIST OF DOCUMENTS

NAME OF THE AGENCY		
Sr. No.	List of Documents	Page No.
Technical Bid. (Hard copy also to be Submitted).		
1	E.M.D. for Rs/- 36,350/-	
2	Facia Page	1
3	List of Documents	2
4	Notice Inviting Tender	3
5	General Instruction	5
6	Acceptance form	8
7	Form B1	9
8	Check List	10
9	Vender Details	12
10	NEFT Details	14
11	Special Conditions of Contract.	15
12	Compliance form-1	21
13	Compliance form-2	22
14	Book containing Conditions of Contract	23
Financial Bid : To be filled ONLINE ONLY		
15	Schedule of Quantity	103

Note:	
1	Hard copy of Technical Bid is to be submitted and endorsed at security main gate 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 and soft copy of technical bid are required i.e uploaded version 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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A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

E-TENDER NOTICE.

NAME OF THE AGENCY		
1	NIT No.	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
2	Name of work	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025
3	Estimated cost put to tender (Excluding of GST)	Rs 18,17,500/- (Total amount for five years)
4	Earnest Money Deposit (EMD)	EMD of Rs. 36,350/- to be submitted in Fixed Deposit Receipt/ DD issued by a Scheduled bank in favour of Accounts Officer, TMC-ACTREC, Payable at Navi Mumbai However the bidders may submit the EMD as follows: i) Rs.36,350/- in the form of cash receipt/ FDR/DD as prescribed above. or ii) a)50% of EMD Amount i.e, Rs.18175/- in the form of cash Receipt/Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e,of Rs 18175/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of ' Accounts Officer, ACTREC Note: 1) Bank Guarantee should strictly in accordance with the prescribed format otherwise it shall not be accepted. 2) EMD in the form of cheque will not be accepted.
5	Completion period	one year
6	Tender Processing Fee	Rs xxx/- in the form of online payment.
7	Dates of availability of Tender Documents for view and download	From 09/03/2020, time 19:00 Hrs. to 24/03/2020 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.
8	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 27405010/27405067/30435010/30435067
9	Pre Bid Meeting	A. Pre-Bid query: Till 12/03/2020 on htaylor@actrec.gov.in/hkelkar@actrec.gov.in. B. Pre Bid Meeting will be held on 16/03/2020 Pre Bid meeting will be held at engineering Dept ACTREC C. Post pre-bid query : Till 18/03/2020 on htaylor@actrec.gov.in/hkelkar@actrec.gov.in. Navi Mumbai.

10	Dead Line for submission of Original DD etc. towards Tender EMD. And technical bid hard copy.	On or before 27/03/2020 (15:00 Hrs.) in the Office of Purchase Officer,3rd floor, Paymaster Shodhika, ACTREC, Navi Mumbai 410210
11	Last date and time of closing of online submission of tenders:	On or before 27/03/2020 (15:00 Hrs.)
12	Date and time of online opening of Technical Bid.	On or before 27/03/2020. (15:30 Hrs.)
13	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.



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

Tender No:	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Tender Name:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

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 viewed on our web site www.actrec.gov.in
2	Conditions of Contract may be downloaded from our website www.actrec.gov.in (in case of difficulty please contact on 2740 5010).
3	Registered contractors can only purchase /download & upload tenders documents.
4	Interested agencies may visit www.tenderwizard.com/DAE for registration.
5	Contact for assistance/ clarifications/registration on 09969395522/ 022-25487363 (Shri. Rudresh), e-mail: rudresh.tenderwizard@gmail.com
6	Bidders who fulfill the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
7	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).
8	Proof of registration/associations with Government / Semi Government / Corporate Hospitals & having experience in execution of similar nature and magnitude of works.
9	Should have satisfactorily completed the works as mentioned below during the last seven years ending 31.03.2019 and on going works till the date.
10	Three similar works each costing not less than Rs.7,27,000/- each, or (40% of Estimation Cost)
11	Two similar works each costing not less than Rs.10,90,500/- each, or (60% of Estimation Cost)
12	One similar work costing not less than Rs.14,54,000/- (80% of Estimation Cost)
13	Similar works means i.e. AMC/CMC of HVAC system
14	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.
15	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.7.27 Lakh, not having incurred any loss in more than 2 years during last 5 years ending 31.03.19 (last Financial year).
16	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 similar 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.
17	Should not have incurred any loss in more than two years during the last five years ending 31st March, 2019.
18	Networth certificate: Networth certificate of minimum 15% of the estimated cost put to tender issued by certified Chartered Accountants (on the format prescribed in form B-1)
19	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.

20	List of construction plant, machinery, equipment, accessories & infrastructure facilities possessed by the agency to complete the work in time.
21	List of Technical staff they possess.
22	CERTIFICATES: (Scanned copy of original certificates to be uploaded)
i)	Performance Certificates
ii)	GST registration certificate
iii)	PAN (Permanent Account Number) Registration
iv)	Company Registration certificate
23	UNDERTAKING as under:- (Scanned copy to be uploaded at the time of submission of bid).
	I/We undertake and confirm that the contracted works shall not be got executed through sub-contractor on back to back basis. Further that, if such a violation comes to the notice of Director-ACTREC, I/we shall be liable to be debarred & black listed as the case may be for bidding in future. Also if such 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.
24	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. Director-ACTREC 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.
25	Information and Instructions for tenderers posted on website shall form basis of tender document.
26	Hard copies of Technical Bid shall be submitted in ACTREC before due date and time. Hard copies shall include all documents as uploaded online.
27	OBTAINING OF STANDARD DOCUMENTS: In addition to the above, the prospective bidders are required to possess all documents which form part of Tender Documents for this work. The required documents (Condition of Contract) can be downloaded from the ACTREC's website (tender section on www.actrec.gov.in). In case the agencies already possess these standard documents with them, the same need not be downloaded / purchased again. Printed books are available at the Engineering Services, TMC-ACTREC, Kharghar, Navi Mumbai- 400 210.
28	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of tender document and EMD in favor of "ACCOUNTS OFFICER, TMC-ACTREC" and Processing Fee in favor of "ITI LIMITED, NEW DELHI" and other documents as specified.
29	Those bidder who are 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.
30	The intending bidder must have valid class-III digital signature to submit the bid.
31	On opening date, the bidder can login and see the bid opening process.
32	Certificate of Financial Turn Over: At the time of submission of bid, bidder may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years and 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.
33	Bidder 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.
34	The Director-ACTREC reserves the right to accept / reject any prospective application without assigning any reason thereof.
35	Short listing of the bidders 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
36	IF ANY INFORMATION FURNISHED by the bidder is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in TMC.
37	PROSPECTIVE BIDDER SHALL SATISFY THEMSELVES OF FULFILLING ALL THE NIT CRITERIA BEFORE SUBMISSION OF TENDER. Director-ACTREC reserves the right of non consideration of tender of the bidder not fulfilling the stipulated criteria.
38	Any Additional work needs to be executed for completion of work, CPWD DSR 2018 rates will be considered or cost analysis method

39	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 be ensured that no offers are submitted after tender closing date and time. Bidder 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.
40	ACTREC will not be responsible for any kind of technical problem at Bidder's end in case of difficulty in uploading of tender. Bidders are advised 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.
41	Bidders who have successfully up loaded the tender documents and forwarded physical (hard) copies of the Technical Bid before due date and time will only be considered. Please note that bidder will have to finish both the activities to proceed further. Otherwise bidders will be disqualified.
42	All papers submitted with the tender should bear the signature and stamp/seal of the bidder on every page.
43	All information in this tender shall be in English only.
44	Rate quoted should be in Indian currency only.
45	Tender containing clerical errors, typographical error/ arthrmatical mistake may be liable to be rejected.
46	All the rates quoted shall be exclusive of all taxes.
47	Only one rate shall be offered for the Item. Multiple rates against one items shall be rejected.
48	The bidder shall quote rates which shall remain valid for acceptance by ACTREC for a period of 12 months or stipulated time limit as mentioned in the tender documents.
49	Only lowest offer may be considered for financial negotiations.
50	Performance Guarantee: Performance Guarantee will have to be submitted at the rate of 5% of the contract value valid for 2 Months after completion of work to be submitted within 15 days of issue of Letter of Intent.
51	Security Deposit will be deducted @ 2.5% of work order value from the running bills and will be refunded after completion of defect liability period of three Year.
52	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.
53	Canvassing in connection with tender/quotation is strictly prohibited.
54	Director-ACTREC reserves right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason.
55	Mode of measurement will be as per the guidelines laid in the Departmental conditions of contract & technical specification.
56	Lowest bidder will be identified on the basis of Composite rates quoted in financial bid those who have already qualified in technical bid.

I have read the Above instructions carefully and understood in right perspective.

Date:

Seal and Signature.



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

Tender No:	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Name of Work	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

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/AC System/Animal House/ET-80/2020

Name of Work: Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025.

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 (One hundred Twenty) 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 _____ - is hereby forwarded as Earnest Money in the form of D.D/ Bank's P.O. through receipt No. ____ dated _____ for Rs._____. The full value of Earnest Money shall stand forfeited without prejudice to any other rights to remedies if:-

A) I/we do not execute the contract documents immediately after getting information form ACTREC.

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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FORM-B1

Tender No.	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Name of work:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025
Name of the Vendor	

Form "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT.

" it is to certify tha as per the audited balance sheet and profit & Loss account during the financial year _____, the Net Worth of M/s _____ (Name & registered Address of individual/firm/company), as on _____ (the relavant date) is _____ RS. _____ after considring all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on_____. (the relavant date)."

Signature of Chartered Accountant.

Name of Chartered Accountant.

Membership No. of ICAI

Date and Seal.



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CHECK LIST FOR LIST OF DOCUMENTS SUBMITTED

NIT No.	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020		
NAME OF WORK:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025		
Name of Agency			
SN	PARTICULARS	REMARKS	
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	Details to be fill-up	Scan copy attached "YES" OR "NO"
1	Financial Turn Over Certified by CA		
	2016-17		
	2017-18		
	2018-19		
2	Profit & Loss Statement Certified by CA		
	2016-17		
	2017-18		
	2018-19		
3	List of Similar Works carried out in last 7 years i) Agency for whom executed Value of Work	ii) ATTACH SCANNED COPY SEPARATELY	
4	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	Details to be fill-up	Scan copy attached "YES" OR "NO"
5	List of Construction Plants and Machinery:	ATTACH SCANNED COPY SEPARATELY	
6	List of Technical Staff	ATTACH SCANNED COPY SEPARATELY	
7	Certificates:		
	i) Registration Certificate if Any,	ATTACH SCANNED COPY SEPARATELY	
	ii) Certificates of Work Experience /Performance certificates	ATTACH SCANNED COPY SEPARATELY	
	iii) Certificates of Registration for GST.	ATTACH SCANNED COPY SEPARATELY	
	iv) PAN (Permanent Account Number) Registration	ATTACH SCANNED COPY SEPARATELY	
8	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	
9	NEFT towards Cost of Tender Processing Fee	ATTACH SCANNED COPY SEPARATELY	
10	Demand Draft of any scheduled Nationalised Bank towards EMD payable at Kharghar, Navi Mumbai.	ATTACH SCANNED COPY SEPARATELY	
11	Conditions of the Contract Book : To be down loaded from www.actrec.gov.in	SUBMITT SIGNED COPY ALONG WITH TECHNICAL BID	
12	I/WE certified that our TECHNICAL BID is compliant with tender document.		

Date

Seal and Signature.



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Vendor Details

Tender No:	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Tender Name:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

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	No. of Man power employed by Bidder	
	a) Scientific	
	b) Technical	
	c) Administrative	
	d) Financial	
17	Experience of the Bidder in dealing with the tendered item/works	
18	Performance Certificates / Work Completion Certificates.	
19	QUALIFYING EXPERIENCE ANY ONE OF THE FOLLOWINGS.	
	a) THREE Works costing 40% of 'Tendered Value' i.e. RS. 7.27 Lakh	
	b) TWO Works costing 60% of 'Tendered Value' i.e. Rs 10.90 Lakh	
	c) ONE Works costing 80% of 'Tendered Value' i.e. Rs.14.54 Lakh	
20	Turn over in the last 3 years	
	2016-17	
	2017-18	
	2018-19	

21	Average Turn Over for Last 3 Years, certified by CA.	
22	Details of work orders in the last 3 years, amount, Name of Authority, Completion Period etc (separate sheet)	
23	List of plant & machinery of bidder (attach separate sheet)	
24	Demand Draft/BG/FDR Number for EMD, Amount, Date, Bank, etc	
25	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)	
26	Networth certificate: Networth certificate of minimum 15% of the estimated cost put to tender issued by certified Chartered Accountants (on the format prescribed in form B-1)	

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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Tender No:	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Tender Name:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

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/verification committee appointed by Director ACTREC to examine the list of documents and to verify credibility of the tenderer based on the performance certificate issued/site visit and desirable as per terms & conditions 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/verification committee.
c)	Tenderer who carried out similar nature and magnitude of work i.e. AMC/CMC of HVAC system
d)	Lowest bidder will be identified on the basis of Composite rates quoted in financial bid those who have already qualified in technical bid.
e)	Bidders should have their office / technical support team in the vicinity of Navi Mumbai/Mumbai area. (MMRD)
f)	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. Comprehensive maintenance of HVAC system at ACTREC, Kharghar-Navi Mumbai.
	2. Transportation of related materials from the factory/ costumes (if imported) to ACTREC installation site respectively, unloading, keeping the same at site appropriately for execution and installation thereafter.
	3. Agency to submit all relevant documents, test reports/certificates, as laid drawing, warrantee cards, post installation servicing during warrantee period etc

	4. Monthly servicing shall be done for complete set up and report submitted to the Engineering-In-Charge.
	5. Agency shall visit the set up monthly and as and when required.
	6. Response time in case of fault should not be more than 4 Hrs.
	7. No extra charges shall be paid on account of visits to site for maintenance or for attending the fault and service.
	8. Agency will be entirely responsible for undertaking the maintenance as well as fault detection & repairs/rectification and finish the same in specific time frame.
	9. Agency will not be entitled to claim any additional charges apart from cost towards spare parts which is not cover in the CMC.
	10. Costs provided for spare parts which is not cover shall be inclusive of all applicable taxes & transportation.
	11. Contractors are requested to note that this is a Hospital Site & service shall be rendered accordingly to maintain the system working for all 24 Hrs.
	12. Payment shall be released against satisfactory completion of each quarter.
	10. Agency is allowed to keep some spare parts at site for emergency replacement, however entire responsibility will be held with agency.
	11. Agency will be responsible for performance of the system after replacement of spare parts.
	13. Agency is allowed to keep some spare parts at site for emergency replacement, however entire responsibility will be held with agency.
	14. Agency to give 1 year warrantee for the entire new material. i.e. Agency to provide service and maintenance support during defect liability period of material at free of cost.
	15. All the features must be shown and tested before completion certificate is issued for settlement of final payment. Bill will be settled as per actual measurement.
	16. Agency should submit all the necessary catalogues, Brochures , as laid drawings/schematic, test reports, certificates, undertakings etc. as required before settling of payment.
	17. Spare parts which is not cover in CMC are as follow:
	Plastics items, Air filters, Sheet metal parts, Replcement of condenser and evaporator coil, Replcement of Heat recovery wheel.
	18. compresor repair/replcement should be done within one week.
	19. Clean of filters and coil as and when require.
	20. cheking system for leaks in all accesssible joints and rectifying. cheking system for oil traces if any. Topping up of refrigerent if require.
	21. Cheking operation of all controls.
	22. Purchase order will be issue every year after successfully completed CMC for current year.
3	<u>PRICE BID</u>

a)	The tenderer should quote the price exclusive of all taxes and levies of the each items on the Schedule of Quantity enclosed with the tender documents and signature & stamp thereon each page, in separate sealed cover, super scribing name of work indicating 'PRICE BID'.(Price bid submitted other than above form will be rejected).Partial/incomplete offers are liable for rejection as the entire work is considered as one work and L1 will be decided by adding rates/amounts quoted for entire items of Schedule of Quantity as a composite work. If the tenderer does not qualify himself in the technical bid, the price bid offered will not be entertained. In case of unsuccessful bidders in the technical bid, price bid will not be opened and would be returned (if required). Price Bid is only in the form of ON LINE version.
b)	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.
c)	Validity of rates: 120 Days from the opening of the tender.
4	<u>LIQUIDATED DAMAGE</u>
a)	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 1.0% 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.
5	<u>ARBITRATION</u>
a)	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.
6	<u>DIRECTOR-ACTREC/THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:</u>

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 reason.
7	<u>RISK PURCHASE</u>
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.
8	<u>GENERAL LIEN</u>
a)	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.
9	RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY

a)	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.
10	<u>TERMINATION FOR DEFAULT</u>
a)	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;
b)	If the bidder fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
c)	If the bidder fails to perform any other obligation(s) under the contract.
d)	If the bidder 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.
e)	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 bidder shall be liable to ACTREC for any excess cost for such similar work. However, the bidder shall continue the performance of the contract to the extent not terminated.
11	<u>ADDITIONAL OR EXTRA WORK</u>
a)	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.
b)	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.

c)	Bidder to inform in advance before executing additional/substitute quantity. Prior approval for the same should be obtained from ACTREC before execution.
12	<u>PAYMENT TERMS</u>
a)	Payment terms of ACTREC are given below.
b)	Quarterly after completion of period.
c)	Payment term other than above mention will not be accepted.
13	<u>FAIR WAGES</u>
	The bidder 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.
14	<u>Other Special conditions (This conditions overrule other condition specified anywhere in contract as applicable)</u>
1	The work to be carried out as per the instruction of Engineer-incharge
2	Material delivery challans to be submitted along with running and final bills
3	Deployed workers must have company I cards and should follow all safety as per the labour laws.
4	Material to be used of approved make with ISI mark as mentioned in schedule of rate and as per the instruction of Engineer-incharge.
5	Space for storage of material during execution of work will be provided if available in the ACTREC Premises to the contractor. But risk of theft/damage is the contractor's risk and TMH/ACTREC is not responsible for any theft/damage/fire.
6	During execution of works, contractor has to take adequate care of ongoing patients care services.
7	No mobilisation or secured advance will be paid to contractor.
8	The Contractor should depute Supervisor/Engineer at site during execution of works on each and every day and night as per the instructions given by Engineer - in charge.
9	If the contractor fails to clear the debris from premises then fine of Rs 10,000/truck will be charged and recovered.
10	Agency to bring his manpower to execute the works irrespective of quantity of work allotted.

I have read the Above instructions carefully and understood in right perspective and agreed.

Date:

Seal and 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-1

Tender No.	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Name of work:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

Name of the Vendor			
Item No.	Description	We have read all item specification (Yes/No)	we have quoted against each item.(Yes/No)
1	CMC of Daikin make Acs for following capacity of IDU and ODU		
	Ductable Acs of capacity 8.5TR with Model no-FD100CV1M-6 Nos IDU, 6 Nos ODU		
	Ductable Acs of capacity 21 TR with Model no-FD250B2Y1M-2 Nos IDU, 4 Nos ODU		
2	CMC of following equipments		
	Control panel of entire AC system- 1 set		
	Heatsr with control panel-1set		
	Remote control of AC units-8 nos		
	EVR of VTS make with model no- VS-55-R-R-2 Nos		
3	CMC rates for the 2 nd year		
4	CMC rates for the 3 rd year		
5	CMC rates for the 4 th year		
6	CMC rates for the 5 th year		



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Compliance form-2

Tender No.	TMC/ACTREC/Engg/HT/AC System/Animal House/ET-80/2020
Name of work:	Comprehensive Maintenance contract of Air Conditioning System at Animal House for Five years 2020-2025

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.	

Date

Signature