



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

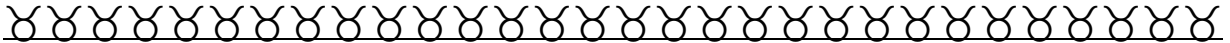
NAME OF WORK:

SITC of Ductable Aircooled unit at KS 156, ACTREC

E-TENDER NOTICE

No. : TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021.

NAME OF THE AGENCY	



Engineering services, Second Floor, Khanolkar Shodhika, Phone: 6873/2740 5010, 6873/2740 5067,

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



TATA MEMORIAL CENTRE

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

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

NAME OF WORK:

SITC of ductable Aircooled unit at CRI (UPS Room)

Tender No:	TMC/ACTREC/Engg/SP/ET-20/ductable Aircooled/CRI/2020.
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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 9155/-	
2	Facia Page	1
3	List of Documents	2
4	Notice Inviting Tender	3
5	General Instruction	5
6	Acceptance form	9
7	Check List	10
8	Vender Details	12
9	NEFT Details	14
10	Special Conditions of Contract.	15
11	Compliance form-1	21
12	Compliance form-2	22
13	Form B1	23
14	Book containing Conditions of Contract	24
15	Annexure Q	25
Financial Bid : To be filled ONLINE ONLY		
23	Schedule of Quantity	105

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. EMD is not submitted along with bid will be disqualified.



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E-TENDER NOTICE.

NAME OF THE AGENCY		
1	NIT No.	TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021.
2	Name of work	SITC of Ductable Aircooled unit at KS 156, ACTREC
3	Estimated cost put to tender (Excluding of GST)	Rs.4,57,750/-
4	Earnest Money Deposit (EMD)	<p>1)EMD of Rs.9155.00/- to be submitted in the form of cash Receipt/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:</p> <p>i) Rs.9155.00/- in the form of cash receipt/ FDR/DD as prescribed above. or ii) a)50% of EMD Amount i.e, Rs.4577.50/- 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 4577.50/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of 'Accounts Officer, ACTREC</p> <p>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. 3)EMD – As per circular Dt:12th November 2020 from Ministry of Finance and Rule 170 of General Financial Rules (GFR's) 2017, Micro and Small Enterprises (MSE's) and the firms registered with concerned Ministries / Departments are exempted from submission of EMD provided the submission of Declaration Form by the Vendor along with tender.</p>
5	Completion period	90 Days.
6	i) Performance Guarantee	3% of Tender Value (The successful bidder is to submit the Performance guarantee within prescribed timeline and will be returned without interest on settlement of contractor's final bill and issuance of completion certificate)
	ii) Security Deposit.	2.50% of Tender Value(will be deducted from each running bill and will be returned without interest on successful completion of DLP)
7	Tender Processing Fee	Rs xxx/- in the form of online payment.
8	Warranty and After Sales Service	Works should have 1 years Warranty after completion of project.
9	Dates of availability of Tender Documents for view and download	<p>From 15/02/2021 time 19:00 Hrs. to 02/03/2021 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.</p>

10	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 call on : 6873/2740 5010 during office hours.
11	Pre Bid Meeting	A. Pre-Bid query: Till 24/02/2021 on sprajapati@actrec.gov.in/hkelkar@actrec.gov.in. B. Pre Bid Meeting will be held on 26/02/2021 (11:00 hrs to 13:00 Hrs) . Pre Bid meeting will be held at engineering Dept ACTREC C. Post pre-bid query : Till 28/02/2021 on sprajapati@actrec.gov.in/hkelkar@actrec.gov.in.
12	Dead Line for submission of Original DD etc. towards Tender EMD. And technical bid hard copy.	On or before 05/03/2021 (15:00 Hrs.) in the Office of Engineering, 2nd floor, Khanolkar Shodhika, ACTREC, Navi Mumbai 410210
13	Last date and time of closing of online submission of tenders:	On or before 05/03/2021. (15:00 Hrs.)
14	Date and time of online opening of Technical Bid.	On or before 05/03/2021. (15:30 Hrs.)
15	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.



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Tender No:	TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021.
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Tender Name:	SITC of Ductable Aircooled unit at KS 156, ACTREC
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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 6873/2740 5010. or you can collect hard copy from Engineering services.
3	Registered contractors can only purchase /download & upload tenders documents.
4	Interested agencies may visit www.tendervizard.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) 6873/27405010 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 31.03.2020 and on going works till the date.
10	Three similar works each costing not less than Rs.1.83 Lakh each, or (40% of Estimation Cost)
11	Two similar works each costing not less than Rs. 2.74 Lakh each, or (60% of Estimation Cost)
12	One similar work costing not less than Rs.3.66 Lakh (80% of Estimation Cost)
13	Similar works means, Supply, Installation, Testing and commissioning of HVAC Work.
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.2.28 Lakh (50% of tender value) , not having incurred any loss in more than 2 years during last 5 years ending 31.03.20 (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, 2020.
18	Net worth certificate: Net worth certificate of minimum 15% of the estimated cost put to tender issued by certified chartered Accountants (on 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 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 / obtain 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 or lasted revised rates of CPWD DSR 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 will 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 up loading 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/ arthrmelial mistake may be liable to be rejected.
46	All the rates quoted shall be exclusive of GST.
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	Awarding work order will be strictly as per department norms/policies as decided by competent Authorities of TMC.

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

Date:

Seal and Signature.

Tender No:	TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021
Name of Work	SITC of Ductable Aircooled unit at KS 156, 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- 410210.

Tender Ref: TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021.

Name of Work: **SITC of Ductable Aircooled unit at KS 156, ACTREC**

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 from 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.



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

CHECK LIST FOR LIST OF DOCUMENTS SUBMITTED

NIT No.	TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021		
NAME OF WORK:	SITC of Ductable Aircooled unit at KS 156, ACTREC		
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		
	2017-18		
	2018-19		
	2019-20		
2	Profit & Loss Statement Certified by CA		
	2017-18		
	2018-19		
	2019-20		
3	Net worth certificate (on prescribed format)		
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	
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 if Any,	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"
	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	
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	NEFT towards Cost of Tender Processing Fee	ATTACH SCANNED COPY SEPARATELY	
11	Demand Draft of any scheduled Nationalised Bank towards EMD payable at Kharghar, Navi Mumbai.	ATTACH SCANNED COPY SEPARATELY	
12	Conditions of the Contract Book : To be down loaded from www.actrec.gov.in	SUBMITT SIGNED COPY ALONG WITH TECHNICAL BID	
13	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/SP/ET-25/ductable Aircooled/KS 156/2021
Tender Name:	SITC of Ductable Aircooled unit at KS 156, 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	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. 1.83 Lakh	
	b) TWO Works costing 60% of 'Tendered Value' i.e. Rs 2.74 Lakh	
	c) ONE Works costing 80% of 'Tendered Value' i.e. Rs. 3.66 Lakh	
20	Turn over in the last 3 years	
	2017-18	
	2018-19	
	2019-20	

21	Average Turn Over for Last 3 Years, certified by CA.	
22	Net worth certificated (on prescribed format Form B1)	
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/BG/FDR Number for EMD, Amount, Date, Bank, etc	
26	Is there any 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 CLEARING		
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.



**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/SP/ET-25/ductable Aircooled/KS 156/2021.
Tender Name:	SITC of Ductable Aircooled unit at KS 156, 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/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. Supply, Installation, Testing and Commissioning of HVAC work in Gov. /pvt organizations.
d)	Awarding work order will be strictly as per department norms/policies as decided by competent Authorities of TMC.
e)	Bidders should have preferably 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>
a)	1. HVAC and other related works at ACTREC, Kharghar
b)	Scope includes Supply of Material, Execution of work, Commissioning of system, handing over, operation training to staff etc.
c)	All necessary work related to electrical, civil are in the scope of vendor. Wall cut out for duct passing & finishing of the same in the scope of vendor.
d)	Transportation of related materials from the factory/ costumes (if imported) to ACTREC, Kharghar installation site , unloading, keeping the same at site appropriately for execution and installation thereafter at no extra cost.
e)	Bidder to submit all relevant documents, test reports/certificates, as laid drawing, warantee cards, post installation servicing during warantee period etc.

f)	Bidder to give 1 year warrantee after completion of project/handover of project
g)	All the features/functionality must be shown and tested before completion certificate is issued for settlement of final payment. Bill will be settled as per actual measurement.
h)	ACTREC is a running institution having OT / BMT / ICU etc. hence, Bidder should appoint qualified and experienced project manager to schedule and implement the project with least disturbance to ongoing works/patients and their relatives.
i)	Bidder should submit all the necessary catalogues, Brochures , as laid drawings/schematic, test reports, certificates, undertakings etc. as required before settling of payment. All liasening work to obtain NOC/CCOC approval, license etc.from related authorities as applicable.
j)	Bidder should provide training to Engineering staff for operation & maintenance. Operational training to ACTREC staff is to be given in ACTREC itself.
k)	Material delivery to be done at sites accordingly. Once the order is issued, bidder to contact respective engineer-in-charge for administrative activities, challans, gate pass, submission of bills, any other site related activities etc.
l)	During the dismantling process damage on ACTREC property shall repair by the contractor without any additional cost.
m)	Schematic/SLD/block or conceptual Dia/layout/GA drawing to be prepared by the bidder. Approval must be sought on the drawings before actual commencement of work along with plan of execution.
n)	All equipment/material and functional responcibility are in bidders scope till handing over.
3	Inspection & Test:
a)	The Purchaser shall have the right to inspect and/or test the equipment for conformity to the Contract Specifications
b)	In case any inspected or tested equipments fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected equipments or make all alterations necessary to meet specification requirements free of cost to the Purchaser. The purchaser is open to charge any penalty in this regard.
c)	Supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
d)	The supplier shall test each individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation and installation.
e)	Leaflets, equipment manuals (hard copy, Compact Disk, DVD etc) and literature should be attached for ready references alongwith complete documentation of all the measurements conducted during installation period which shall be submitted by the supplier for future reference.
f)	The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
g)	For the purpose of taking over the equipment/system supplied pursuant to this contract, an acceptance test shall be carried out at the Purchaser/Consignees destination site. The equipment which meets the acceptance test shall only be accepted by the Purchaser.
h)	(a) Acceptance Test at site shall be conducted of individual equipment and complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements of tender

i)	(b) The Purchaser shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the purchaser in this regard shall be final
j)	(c) The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipments and systems are accepted by the purchaser
k)	Before the equipment is taken over by the Purchaser/Consignee, the Supplier shall provide manuals of the equipment/systems. This shall include the following: i) System Interface Drawings, Wiring diagrams ii) System Interconnection and Block diagrams iii) User Operation Manuals iv) Equipment Maintenance Manuals V) Any other relevant document as requested by the dept.
4	Spare Parts:
a)	The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipments and the complete system for at least ten years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the Contract
b)	The Bidder shall include in his tender or separately, the details of essential spares, their quantity and unit prices as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given
c)	In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems.
5	<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.
d)	Defect Liability Period: 1 Years warranty after completion/handing over of project.
e)	Stipulated time for completion of work : 90 Days
6	<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.
7	<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.
8	<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 assigning any reason for such action.
f)	DIRECTOR-TMC reserves right to accept the tender in full or part with out assigning any reason.
9	<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.

10	<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.
11	<u>RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY</u>
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.
12	<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.
13	<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.
14	<u>PAYMENT TERMS</u>
	Payment terms of ACTREC are given below.
a)	60% against delivery and satisfactory certification by engineer-In charge. (the contractor has to forward their bill enclosing the challans duly endorsed at security gate with receiver signature).
b)	20% against installation, Testing & commissioning with certification by Engineer In-Charge
c)	20% against completion/handover of project and submission of NOC/License/Approval certificates and handover of the system. (After all the parameters & functionalities has been checked and shown & confirmed with Dept.)
d)	Payment will be done as per actual measurement.
e)	Payment term other than above mention will not be accepted.
15	<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.
16	<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-in-charge
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-in-charge.
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/SP/ET-25/ductable Aircooled/KS 156/2021.		
Name of work:	SITC of Ductable Aircooled unit at KS 156, ACTREC		

Name of the Vendor			
Item No.	Description	We have read all item specification (Yes/No)	we have quoted against each item.(Yes/No)
1.0	Air Cooled Split Ductable units:		
1.1	Supply & Installation, testing and commissioning of ceiling mounted air Cooled Ductable Split Units having capacity 3.0 TR with Rotary compressor. The indoor unit shall comprise of Fan, Cooling Coil, Filter and Expansion device. The Outdoor unit shall comprise of Rotary compressors. Air cooled condenser & condenser fan. Also, Compressor shall be cut-off automatically under part load conditions. The units shall have microprocessor controls. Scope shall have include all supports and mounting frame for the indoor and outdoor units and connect the indoor door with the existing ducts with Volume Control Dampers as required and minor modification of ducts if any required for installation. The units shall be selected for Ambient Conditions as specified. The units shall be factory assembled and only the refrigerant piping carried out at site. The contractor shall arrange to provide suitable arrangement to grout on the wall/floor. The rate to include is all respect including refrigerant charging, oil, all hardware's, drain pipes of suitable size, welding, inter connecting cables, mounting frame/M.S stand for indoor and outdoor unit etc. for commissioning the system. (Cost of Copper piping shall not include and will be paid as per actual). Remote should be installed as per user suitability extend with cable if required without extra cost. Make: Daikin/Trane/Mistubishi		
2.0	All refrigerant piping shall be of copper, complete with supports between indoor & outdoor units duly insulated with 13mm Nitrile rubber insulation.[RMT indicated is for set of piping between indoor and outdoor machine, individual piping will not be measured] All Exposed piping should be laid in ladder type tray		
a.	3/8",5/8" or as require		
3.0	SITC Control cables between indoor and outdoor unit and to the main supply cables as per instructed and as directed by OIC-ES.All Exposed Cable should be laid in ladder type tray make:-Finolex/polycab		
4.0	SITC PVC drain pipe having pressure holding of 6kg/cm2 Drain piping complete with all accessories with 6mm Nitrile Rubber Insulation.		
a	Dia 25mm		
5.0	Supply & fixing of Fire retardant synthetic canvass connection with a provision to measure the canvass temperature at the mouth of package units & prenum with all fixing arrangement, nut bolts, hardware's etc. as per instruction of Engineer-in-charge.		
6.0	GSS ducting with 9mm thick nitrile rubber insulation (Inside) and accoustic nitrile insulation of 10mm in plenum: Design, Supply, factory fabrication and installation of G.S.S. capsule/Oval ducting with required hardware's, supports,painting on MS parts etc as per the requirement ,work to be carried out after approval of drawing, and instructions of Engineer-in-charge with the following gauges.		
a	22 gauges		
b	24 gauges		
7.0	Supply & fixing of Volume control dampers/NRD for above units made out of 18 guage GI. frame & 20 guage GI blades at the supply & return air ducts.		
8.0	SITC of Extruded aluminium powder coated diffuser/grill with volume control damper with all necessary supports as per directed and as instructed by OIC-ES		
9.0	Dismatling of existing duct as per instructed and as directed by OIC-ES.		



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/SP/ET-25/ductable Aircooled/KS 156/2021.	
Name of work:	SITC of Ductable Aircooled unit at KS 156, 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.	

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

FORM-B1

Tender No.	TMC/ACTREC/Engg/SP/ET-25/ductable Aircooled/KS 156/2021.	
Name of work:	SITC of Ductable Aircooled unit at KS 156, ACTREC	

Name of the Vendor	
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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 considering 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.

Annexure Q

(To be printed & executed on Letter head of the bidder)

Compliance required against OM dated 23.07.2020 issued by Ministry of Finance w.r.t amendment of General Financial Rules

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature

Name of authorized person for bidder with seal