

NAME OF WORK

Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area



Engineering Services

Second Floor, 203, Khanolkar Shodhika,

ACTREC-TMC, Plot No 01 & 02, sector 22, Kharghar, Navi Mumbai-410210.

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

Phone – 6873/2740 5010, 6873/2740 5067

NIT

Date: 14/07/2022

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD /2022

Sub: *Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area*

PART 'B': NIT DETAILS:		
1	NIT No.	TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022
2	Name of work	<i>Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area</i>
3	Estimated cost put to tender (Basic value exclusive of GST)	₹ 1,10,250/-
4	EMD	<p>Earnest Money Deposit (EMD) ₹ 2,200/- in the form of cash receipt/Demand Draft/Fixed Deposit Receipt/Bank Guarantee/Insurance surety bond issued by a Scheduled bank, in favour of 'Accounts Officer, TMC-ACTREC, payable at Navi Mumbai'.</p> <p>However, the bidders may submit the EMD as follows:</p> <p>i) ₹ 2,200/- in the form of Deposit at Call Receipt/FDR/DD as prescribed above.</p> <p>or</p> <p>ii) a) <i>50% of EMD Amount i.e., ₹ 1,100/-</i> in the form of cash receipt/Demand Draft/Fixed Deposit Receipt as prescribed above.</p> <p>and</p> <p>b) Balance amount <i>50% of EMD Amount i.e., of ₹ 1,100/-</i> in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of Accounts Officer, TMC- ACTREC, Navi Mumbai'.</p> <p>Note: (a) EMD in the form of Cheque will NOT be accepted.</p> <p>(b) Bank Guarantee NOT strictly in accordance with the prescribed format shall not be accepted.</p>

		<p>However the bidders may submit EMD as per detailed clause given below.</p> <p>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 MSME certificate by the Vendor along with tender.</p>
5	Completion period	25 days
6	Fee of Tender Document	NIL
7	Tender Processing Fee	NIL
8	Security Deposit	2.5% of Work order value. (will be deducted from each running bill and will be return without interest on settlement of contractor's final bill and issuance of completion certificate)
9	Performance Guarantee	3% of Work order 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)
10	Dates of purchase of Tender	From 14/07/2022 (17:00 hrs.) to 22/07/2022 (15:00 hrs.)
11	Date of Pre-bid clarification	19/07/2022(11:00 to 12:30 HRS) at the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai,
12	Last date and time of submission of tenders	25/07/2022 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
13	Last date for submission of original DD/FDR/BG etc. towards EMD etc.	On or before 25/07/2022 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
14	Date & Time of opening of Technical Bids	On 25/07/2022 (15:30 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
15	Date of opening of Financial Bids of qualified bidders	Will be notified at a later date.

Note:

1. Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.
2. Sealed Quotation must be entered and endorsed at main gate before due date and time. Envelope received without endorsement at main gate and or after stipulated time will not be entertained.
3. **Agency has to submit two separate envelope for technical bid(EMD, and required documents), and financial bid(only commercial offer).**

PART 'C': TENDER REQUIREMENTS FOR ELIGIBILITY: -	
1	Contractors who fulfil the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
1.2	<p>Should have satisfactorily completed the works as mentioned below during the last seven years ending 31.03.2022 and on-going work till date.</p> <p>For this purpose Cost of work shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an Officer not below the rank of Engineer in-Charge /Officer in-Charge.</p> <p>(i) Completed Three similar works each costing not less than <i>40% of Estimated amount put to tender i.e., ₹ 44,000/-</i> OR Completed Two similar works each costing not less than <i>60% of Estimated amount put to tender i.e. ₹ 66,000/-</i> OR Completed One similar work costing not less than <i>80% of Estimated amount put to tender i.e. ₹ 88,000/-</i></p> <p>Note : <u>Similar work shall mean:</u></p> <p>i. Similar works means agency must having experience in Installing Tower AC or split AC or cassette AC etc.</p> <p>ii. Kindly submit the copy of completed & ongoing work order and completion certificate of similar work.</p> <p>ii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tender.</p>

1.3	Should have had average annual financial turnover of ₹ 1,10,250/ (100 % of tender value) during the last three years ending 31st March, 2022 . (Scanned copy of Certificate from CA to be submitted). Year in which no turnover is shown would also be considered for working out the average.	
1.4	Should not have incurred any loss in more than two years during the last five years ending 31st March, 2022 .	
1.6	<p>The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:</p> <p>Bidding Capacity = A x N x 2 – B</p> <p>Where,</p> <p>A= Maximum turn over in any one year during the last five years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing the actual value of works at a simple rate of 7% per annum.</p> <p>N= Number of years prescribed for completion of work for which pre-qualification application has been invited.</p> <p>B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited.</p>	
1.7	List of works in hand & List of similar works carried out by them for last 07 years indicating: i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.	
1.8	List of construction plant, machinery, equipment's, accessories & infrastructure facilities possessed by the agency to complete the work in time.	
1.9	List of technical staff they possess and proposed to be deployed for the work.	
1.10	List of documents to be submitted along with <u>technical bid documents</u> with duly stamp and sign.	
	1	Performance Certificates , Similar work order copy, work completion certificate
	2	GST Registration Certificate
	3	PAN (Permanent Account Number) registration
	4	PF/ESIC registration certificate
	5	CA certificate of annual turnover, profit loss
	6	List of man power, machinery, equipment's
	7	Company registration Certificate/Shop and Establishment certificate
	<p>UNDERTAKING as under: - Hard copy must submitted on letter head of bidder with duly stamped and signed.</p> <p>I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes</p>	

	to the notice of Department, then I/we shall be liable to debarred & black listed as may be for bidding in TMC/ ACTREC in future/ forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.	
2	<p>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.</p> <p>Department reserves the right of Non-consideration of Tender documents of the agencies who are NOT fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.</p>	
3	Information and Instructions for tenderers posted on website shall form part of tender document.	
4	<p>OBTAINING OF STANDARD DOCUMENTS:</p> <p>In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of Tender Documents for this work. These documents can be downloaded from the ACTREC’s website. In case the agencies already possess these standard documents with them, the same need not be downloaded / purchased again.</p> <p>Printed books are available at the “Office of the Engineering Services, ACTREC, Kharghar Navi Mumbai 410210”.</p>	
	S No	NAME OF DOCUMENT
	a.	“Conditions and Clauses of Contract – 2008”, can be download from www.actrec.gov.in.
5	<p>Certificate of Financial Turn Over: At the time of submission of bid, contractor may submit Undertaking / Certificate from a CA mentioning Financial Turnover and profit loss of last 3 years ending 31st March, 2022 or for the period as specified in the bid document. 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.</p>	
6	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.	
7	Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ACTREC.	

8	<p>Make in India Status:</p> <p>Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:</p> <p style="margin-left: 40px;">a) Self-Certification for the category of suppliers: (Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers OR for below 10 Cr. Self declaration certificate.). Details of local content and location(s) at which value addition is made are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 100px;"> <tr> <td style="width: 50%; padding: 5px;">Local Content and %age</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 5px;">Location(s) of value addition</td> <td></td> </tr> </table> <p>Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Class-I Local Supplier/ <input type="checkbox"/> Class-II Local Supplier/ <input type="checkbox"/> Non-Local Supplier. </p> <p style="margin-left: 40px;">b) We also declare that.</p> <p><input type="checkbox"/> There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or</p> <p><input type="checkbox"/> We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.</p> <p>2. The intending bidder must read the terms and conditions as per “SECTION – 1: NOTICE INVITING TENDERS” OF “CONDITIONS AND CLAUSES OF CONTRACT – 2008” carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.</p>	Local Content and %age		Location(s) of value addition	
Local Content and %age					
Location(s) of value addition					
9	<p>IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in TMC.</p>				
	<p>The agency can contact on: Phone No: 27405010/30435010, 27405067/30435067 Email id- sprajapati@actrec.gov.in , hkelkar@actrec.gov.in</p>				

Officer-in-Charge,
Engineering Services,
ACTREC

SPECIAL CONDITIONS OF CONTRACT

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: *Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area*

ELIGIBILITY CRITERIA:

1. 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.
2. There shall be a screening committee appointed by Director ACTREC to examine the list of documents 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 committee.
3. **Agency who carried out similar nature and magnitude of work like Supply, Installation, testing & commissioning of split AC/tower AC/ Cassette AC etc.**
4. Lowest bidder will be identified on the basis of basic cost only quoted in financial bid those who have already qualified in technical bid. GST will be extra as applicable.
5. Agency should have their office / technical support team in MMRDA area to provide after service supports.
6. Agency will have to supply material as per existing make only. List of make is provided for reference. Third party components needs to be disclosed in Compliance form for technical evaluation and acceptance. Do not right LOCAL make.
7. 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 center.
8. Transportation of materials from the factory to ACTREC installation site respectively, unloading, keeping the same at site appropriately and placing as per the instructions of Engineer-in charge.
9. Agency to submit all relevant documents, test reports/certificates, post installation servicing if any.
10. Agency is responsible to any hazards or damage occurs to the ACTREC infrastructure buildings and insurance of this comes in their account during work execution.
11. Once the order is issued, agency has to contact respective engineer-in-charge for administrative activities, challan, gate pass, submission of bills, any other site related activities etc.

12. The tenderer/Bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business.

PRICE BID

The tenderer should quote the price Exclusive of GST and 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 **Lowest bidder will be identified on the basis of basic cost only quoted in financial bid those who have already qualified in technical bid. GST will be extra as applicable.** 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).

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.

1. Validity of rates: 150 Days from the opening of the tender
2. Defect Liability Period: 1 Year
3. Stipulated time for completion of work: 25 Days.
4. Variation in rates will not be allowed and will not be payable.

LIQUIDATED DAMAGE

Successful tenderer will have to commence/execute the work as per the order placed by email/soft copy/LOI/Work order within the stipulated time period mentioned in the order. In failure to do so, the performance security submitted by the firm will be forfeited. In the event of the contractor fail to comply with conditions of this contract, he shall be liable to pay a compensation for non-commitment of work as per order or for the delay an amount equal to 1.0% per month of delay to be computed on per day basis, provided that the entire amount of compensation to be paid shall not exceed 10% of the estimated cost of the work. If the work is not completed within the stipulated time period as mentioned in the work order or inferior nature of work, the engineer in-charge has the right to terminate the whole work or part and get the work done from other agency at the risk and cost of tenderer and access money will be recovered from any dues. Liquidated damage can be recovered from EMD, Performance Security, Security Deposit or running bills of the Tenderer. Extension in delivery of work will not be given except in exceptional circumstances. The defaulting tenderer will be debarred from participant of any tender of ACTREC.

ARBITRATION

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

THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:

- a. To reject any / or all the Tenders at any stage without assigning any reason there of and not accept the lowest Tenders.
- b. To invite fresh offers from the open market or negotiate with other tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
- c. To procure any item of the tender directly from State / Central govt. Undertaking at government rate even if a tender of other parties for the same item has been offered / accepted / approved.
- d. To reject abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention.

RISK PURCHASE

1. In the event of failure to execute the contract to the satisfaction of the engineer in-charge he has the reserves the right:
2. 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.
3. To terminate the contract by giving 2 weeks' notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the contractor.

GENERAL LIEN

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

RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY

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

TERMINATION FOR DEFAULT

1. 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;
2. If the contractor fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
3. If the contractor fails to perform any other obligation(s) under the contract
4. If the contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ACTREC may authorize in writing) after receipt of the default notice from ACTREC on a notice period of 30 days.
5. In the event of ACTREC terminate the contract in whole or in part pursuant to above para the ACTREC may execute the work upon such term and in such manner as it deems appropriate work similar to those undelivered and contractor shall be liable to ACTREC for any excess cost for such similar work. However, the contractor shall continue the performance of the contract to the extent not terminated.

ADDITIONAL OR EXTRA WORK

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

FAIR WAGES:

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

SAFETY

All the contractors' personnel working shall be complete with approved safety Services wherever a potential hazard to personnel exists and with provision for safe access of personnel to and around equipment for operational and maintenance functions. It shall be the responsibility of the contractor that all necessary safety measures and precautions are invariably ensured while performance of the contract work and CLIENT shall not be responsible for any injuries / accidents suffered by contract labour. The workers are required to follow the safety rules while working. The sufficient no. of safety gadgets such as, safety shoes, gumboots, earplugs, helmets, safety belts & HT/LT hand gloves etc. as and when required are to be made available to them. The agency is required to provide First Aid Box with all accessories at suitable location during contract period.

PENELTY CLAUSE

No total Breakdown is acceptable: - In case of total Breakdown, suitable recovery shall be made based on losses incurred to CLIENT. The decision of Director will be final and binding on contractor. The contractor shall carry out preventive maintenance, operation & maintenance/upkeep as per schedule and ensure the serviceability of system as per specifications and as directed by In-Charge of the system, failing which he shall be liable for penalty as specified below.

FORCE MAJEURE

Neither the Contractor nor shall be considered in default in performance of their contract, as long as such performance is prevented or delayed because of legal strikes, war, hostilities revolution, civil commotion, epidemics, accidents, fire, cyclone, flood, or because of any Law & Order proclamation, regulation or ordinance of Government or sub-division thereof or because of any Act of God, provided it shall promptly in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it, to the satisfaction of the other party.

PAYMENT TERMS.

1. 60% against delivery of material duly certification by Engineer in-charge.
2. 20 % against installation, testing and commissioning duly certification by Engineer in-charge.
3. 20 % after completion of work duly certification by Engineer in-charge.
4. Payment will be done as per actual measurement.

5. The contractor has to submit the bill strictly as per the nomenclature mentioned in the bill of quantities in the tender document along with detailed rate analysis of extra / deviated item, if any, executed after due approval of ACTREC, failing which the bill will be returned
6. The payment will be released on proper submission of the bills along with satisfactory certificate.
7. All statutory deduction or any other amounts as may be deductible / recoverable as per the terms and conditions of contract will be deducted from the running bills.
8. Payment towards the settlement of running bills will be treated as the advance toward settlement of final bill.
9. No interest is payable to the contractor on any amount due to him on any account.
10. The contractor shall be paid on the basis of the actual quantity of completed work as per the provisions of the contract and as per the specifications

Note

- 1 Agency to assess the nature of work by visiting the site well before tender is submitted. Agency may attend pre-bid meeting for clarifications.
- 2 Deviations/suggestions may be put on separate page in order to attain higher quality performance. Competent authority reserves full right to accept or reject any kind of changes.
- 4 Item/Equipment quoted should not be a second hand/refurbished/on verge of obsolescence/outdated model. Similarly, after award of contract, the item supplied should be a newly manufactured item and not the old item already manufactured and stocked for more than 1 month.
- 5 Technical strength, expertise in after sales service and application support of the tenderer/bidder will be the one of the most important criteria for technical suitability.
- 7 Literature/Certificate containing the information of the life of the equipment should be submitted. This criteria is very important and to be noted as a special condition for the tender acceptance
- 8 The lowest financial offer amongst the technically qualified offers will only be considered for further process.

General Conditions

1. Forfeiture of the E.M.D.: If for any reason whatsoever any tenderer/bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent/ Work Order, Purchase Order, refuses to execute the Work Order / Purchase order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by ACTREC.

Refund of E.M.D.

2. The Original E.M.D. receipt along with written request letter needs to be submitted in the Purchase Department for Refund of E.M.D.
3. a) EMD of the successful tenderer/bidder shall be refunded after the security deposit as called for the contract is furnished
4. b) EMD furnished by all unsuccessful tenderer/bidder will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.
5. The tenderer/bidder having their warehouses/service centre and facilitation centre in the city of Navi Mumbai / Mumbai will be desirable and advantageous for attending the calls to reduce the Down-time
6. The Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the purchase without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, ACTREC, on enquiry, will disclose the reasons for rejecting a tender or non-issuing a tender document.

Those Bidders who are awarded the above said contract.

1. Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it.
2. The Contractor will have to enter into an Agreement/ Contract as per the specimen copy of the agreement/contract attached herewith.
3. The Contractor shall bear all the expenses for the above scope of work and ACTREC shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen while discharging their duty.
4. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Bidder under the applicable law/ rules.
5. The Centre shall not responsible for any loss, breakages or theft of Contractor's material for which he has to make his own arrangement for storage.
6. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the ACTREC or its patients by the Bidder or by his workers
7. The event of the Contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the ACTREC totally at the cost and risk of Contractor besides any suitable fine /penalty.
8. The Contractor should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
9. The Contractor shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.
10. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.
11. The Institution Campus is a “NO SMOKING ZONE” hence use of tobacco is prohibited.
12. The Contractor shall not permit or exhibit in the said building, printed or written Notices or Advertisements of any kind whatsoever without the previous written permission of ACTREC management.

13. The Contractor shall comply with any other instructions which may be issued from time to time by the ACTREC management.
14. All disputes relating to this tender can be legally resolved through courts in Mumbai only.
15. No child labour shall be deployed.
16. The personnel appointed by the Contractor must have proper and clean uniform for their identification. They should be of good character and decent behavior. They should be provided with appropriate ID Cards by the Contractor.
17. Shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the workers when instructed by authority. The Contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The ACTREC will not hold any responsibility with regard to staff on the role of the Contractor whatsoever.
18. Will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
19. Will be required to post skilled manpower as may be needed to supervise and guide the workers-skilled, semi-skilled as well as unskilled/ trained for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer of the contract.
20. Contractor should intimate if he is penalized or blacklisted by any other firm during the period from submission of tender to awarding of the final Allotment Letter.
21. The ACTREC assumes no responsibility for death, disablement, injury or accident to persons employed by the Contractor which may arise out of and in course of their duties with company due to lack of safety related issues. ACTREC shall not be liable to pay any damage or compensation to Contractor's employees.
22. Contractor shall have to observe all the safety practices as required and shall provide safety wear for his workmen at his cost. The Contractor shall abide by all the directives of and statutory bodies regarding safety of his workers and materials.

Scope of Work

Tender Ref.No. . TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: *Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area*

1. Scope include removing of existing tower AC including Accessories like copper piping, cable etc. including related civil & electrical work.
2. Re installation, testing & commissioning of tower AC as per BOQ specification and as directed by EIC.
3. Transportation of material from the factory to ACTREC installation site respectively, unloading, keeping the same at appropriately and placing as per the instruction of Engineer in-Charge.
4. Agency to submit all relevant documents, catalogue, Broachers, test reports/certificates, undertaking, warrantee cards, post installation servicing if any.
5. Material shall be procured according to the specification as mentioned in the schedule. In case of the material not mentioned in the item, prior approval shall be obtained from Engineer in-charge before procuring alternate make for any kind of item/material.

Acceptance Form

From M/s.....
.....
.....

To,
The Director,
TATA MEMORIAL CENTRE, ACTREC,
OWE VILLAGE, SECTOR -22, KHARGHAR,
NAVI MUMBAI - 410210.

Sub: Tender Notice No.Dated

Dear Sir,

With reference to the above tender I/we do hereby offer to execute the work under contract at the respective rates mentioned in the Bill of quantities. I/We have seen the site and read the tender documents, conditions of contract, specifications and special clauses forming part of the Bill of Quantities.

I/We have given our offer on your prescribed format of Schedule of Quantities of Tender Documents.

I/WE have filled the Venders details & compliance form as per Tender conditions of contract.

I/We have given our offer for entire items of Schedule of Quantities and also understand that partial/ in-complete offer in Financial Bid would be rejected and not considered for award of work.

We agree to pay minimum wages as per Labour Enforcement Authority and any variation on Dearness Allowance on time to time, Provident Fund, ESIC and Bonus etc. to all workers employed by us at ACTREC under this contract.

I/We agree to finish the whole of the works within _____ as specified in the tender.

I/We have deposited as Earnest Money of Rs. _____ (Rupees _____ only) by way of cash deposit/demand draft/FDR in favor of Tata Memorial Centre, ACTREC 'and know that EMD will not bear any interest.

I/We agree that this sum shall be forfeited by you in the event of our tender is accepted and fail to commence/execute the contract once called upon to do so, within a period of one month after award of contract.

Date:

Contractor Signature & Seal

Bid Security Declaration

(To be executed on letter head of bidder)

Whereas, I/we (Name of agency)
have submitted bids for (Name of Work)... NIT
No.....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit :-

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

OR

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/We shall be suspended for one year and shall not be eligible to bid for ACTREC/TMC tenders from date of issue of suspension order.

Signature of the Contractor(s)

With Seal and Date

VENDER'S DETAILS & COMPLIANCE FORM

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area

Check List for List of document submitted

1	Name of Work	
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	Name / Title of the Bidder / Type of Establishment	
4	Full Address	
5	Name of the person authorized to deal / undertake business for and on behalf of the Bidder	
6	Telephone & Mobile Number	
7	Fax. No	
8	Email Address	
9	Legal entity of Bidder whether Firm / Society / Company / SSI unit	
10	Registration Number	
11	Authority with whom Registered	
15	PAN No.	
16	GST No	

17	No. of Man power employed by Bidder	
	a) Scientific	
	b) Technical	
	c) Administrative	
	d) Financial	
18	Experience of the Bidder in dealing with the tendered item / works.	
19	Turnover in the last 3 years	
	1) 2019-2020	
	2) 2020-2021	
	3) 2021-2022	
20	Details of Work Orders in the last 7 years, amount, Name of Authority, Completion Period, etc. (separate sheet)	
21	List of Plant & machinery of bidder (attach separate sheet)	
22	Is there any deviations of specification/model/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)	

I/we hereby declare that the information given by me is true to the best of my knowledge and I / we take the responsibility for same. I/We also understand that partial/incomplete offer will liable for rejection.

Date

Signature & Seal of the Tenderer

Compliance form 1

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area

Item No	Description of Item	Compliances from Agency (YES/NO)
1	We have read Technical bid and financial Bid Tender document/Technical specifications/Scope of work/special conditions/General conditions etc. carefully 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	Are there any deviations from our 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 ACTREC.	
9	We understood that Final Bill will be settled as per actual measurements and services.	
10	We have understood and accepted that accepting the tender & issuing order in full or in part will be decided by the ACTREC competent authority as per policy of the center.	

Compliance form 2

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area

Item No	Description of Item	Compliances from Agency (YES/NO)
1	Installation, Commissioning Gas charging & Testing of Tower AC 4 TR as per location as instructed by EIC-ES	
2	SITC of Refrigerant copper piping complete with supports between indoor and outdoor units duly insulated with nitrile rubber insulation sleeve covered with foil tap. RMT indicated is for set of piping between indoor and outdoor machines, individual piping will not be measured.	
2.1	5/8", 3/8" or equivalent to the unit	
3	SITC of power and control cables between indoor and outdoor units and to the main supply cables as per instructed and as directed by OIC-ES.	
3.1	4Cx2.5 sqmm	
4	SITC flexible drain pipe	
4.1	5/8"	
5	Supply, Installation of MS Fabricated indoor and outdoor unit stand as per site requirement as instructed by EIC. MS stand shall be one coat of re oxide and one coat of black paint.	
6	Removing of existing Tower AC (Indoor and Outdoor Unit) of 4 TR and safely shifting to installation site including all related work i.e. copper pipe, drain pipe, cabling etc.	

Date

Signature & Seal of the Tenderer

NEFT FORM

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area

1	Name of the Vendor	
2	Vendor 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)	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information, I would not hold the user institution responsible. I agree to discharge the responsibilities as a participant under the scheme.

Signature of the Vendor with seal.

Financial Bid

TATA MEMORIAL CENTRE

ACTREC

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area.

Schedule Of Quantity

Tender Ref.No. TMC/ACTREC/Engg./SP/LT-39/Tower AC CRC OPD/2022

Sub: Removing and Re-installation of Tower AC from Mini Auditorium to CRC OPD Area

Sr. No	Description	HSN CODE	Qty	Unit	Basic Rate (Rs)	Total Value (Rs)
1	Installation, Commissioning Gas charging & Testing of Tower AC 4 TR as per location as instructed by EIC-ES		3	Nos		
2	SITC of Refrigerant copper piping complete with supports between indoor and outdoor units duly insulated with nitrile rubber insulation sleeve covered with foil tap. RMT indicated is for set of piping between indoor and outdoor machines, individual piping will not be measured.					
2.1	5/8", 3/8" or equivalent to the unit		35	Mtr		
3	SITC of power and control cables between indoor and outdoor units and to the main supply cables as per instructed and as directed by OIC-ES.					
3.1	4Cx2.5 sqmm		45	Mtr		
4	SITC flexible drain pipe					
4.1	5/8"		40	Mtr		
5	Supply, Installation of MS Fabricated indoor and outdoor unit stand as per site requirement as instructed by EIC. MS stand shall be one coat of re oxide and one coat of black paint.		4	Nos		

6	Removing of existing Tower AC (Indoor and Outdoor Unit) of 4 TR and safely shifting to installation site including all related work i.e. copper pipe, drain pipe, cabling etc.		2	Nos		
	Total Amount in Figure. (Basic)					
	Total Amount in word.					

NOTE:

- 1 Material shall be procured according to the specifications as mentioned in the schedule.
- 2 The agency is requested to visit the site to know actual scope of work.
- 3 Rate shall be quoted Basic. (Exclusive of GST)
- 4 Material required at site should be assessed by the agency and bill will not be settled for excess/supplied items.
- 5 All the works will have defect liability period of Six months.
- 6 You shall engage supervisor/engineer if any for site co-ordination at your cost.
- 7 Deviation may be informed on separate page at the time of tendering only.
- 8 Material brought to the site for installation & fabrication work shall be enclosed at security gate & copy of the same shall be given to engineering dept.

Date:

Seal &
Signature.