

**Chittaranjan National Cancer Institute
37, S. P. Mukherjee Road, Kolkata 700026**

**Tender Documents for
Comprehensive Annual Maintenance Contract for Air Conditioners
(Window / Split) of the Research and Hospital Wings of
Chittaranjan National Cancer Institute, Kolkata
for the year 2016-2017
(w.e.f. 1st October 2016 to 31st March 2017)**

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Section 1
Notice Inviting Tender

**Chittaranjan National Cancer Institute
37, S. P. Mukherjee Road, Kolkata - 700026**

Date: 17.08.2016

Tender Advt. No. 494 / 2016

The Director, CNCI, Kolkata, invites Sealed Bids from firms / agencies for Comprehensive Annual Maintenance Contract (CAMC) for the Air Conditioners (Window / Split) of the Research and Hospital Wings of Chittaranjan National Cancer Institute, Kolkata, as per the terms and conditions given in the Tender Documents.

Sealed bidding documents, along with EMD duly filled in as per the instructions of the Tender Document should be addressed to the Director, Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata – 700026, and must reach latest by **14/09/2016 up to 2:00 p.m.**

The Bids shall be opened in the office of CNCI, Kolkata, on the same day i.e. on **14/09/2016 at 2:30 p.m.** by the committee authorized by the Director, CNCI, in the presence of those bidders who may wish to be present. The competent authority of CNCI reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority shall be final and binding.

Interested bidders are requested to visit CNCI website **www.cnci.org.in** for detailed tender notice / documents.

Director

Section 2
Bid Submission Form

Date:/...../20.....

LETTER OF BID

To
The Director
Chittaranjan National Cancer Institute
37, S. P. Mukherjee Road
Kolkata – 700 026

Ref: Tender Advertisement No. 494 / 2016 dated 17/08/2016

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to undertake the Comprehensive Annual Maintenance Contract in respect of all the Air Conditioners as per the Bill of Quantities and other terms and conditions of your office in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Thanking you,

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of authorization for signing on behalf of bidding company)

Full Name and Designation

**(To be printed on Bidder's letterhead)*

Section 3

Instructions to the Bidders

Instructions to the Bidders

1. General Instructions

- 1.1 The invitation for bids is open to all Service Dealers in West Bengal for the work of Comprehensive Annual Maintenance Contract (CAMC) for the Air Conditioners (Window / Split) of the Research and Hospital Wings of Chittaranjan National Cancer Institute, Kolkata.
- 1.2 While all efforts have been made to avoid errors in drafting the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected subsequently in the tender documents shall be entertained.
- 1.3 Each page of the Bid documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the competent authority of the Institute. **No page should be removed / detached from this bidding document.**
- 1.4 The bidder shall attach the copy of the Authorization Letter / Power of Attorney as the proof of authorization for signing on behalf of the bidder.
- 1.5 All bidders are hereby explicitly informed that bids containing conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, bids not accompanied with EMD of requisite amount/in prescribed format, or non-compliance of any other requirements stipulated in the tender documents, are liable to be rejected.
- 1.6 The parties to the Bid shall be (i) the 'Bidder' (to whom the work will be awarded) and (ii) the Director, Chittaranjan National Cancer Institute, Kolkata, competent authority for awarding the work.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Director, Chittaranjan National Cancer Institute, Kolkata. The bidder shall be solely responsible for the consequences of any failure, omission or error to notify change of address in the aforesaid manner.
- 1.8 The tentative cost of work is approximately in excess of ₹3,80,000.00 only per year. However, no guarantee can be given on this account and the actual work order cost may vary based on the actual requirements. This year the contract will be for **six months** only; **from 1st October 2016 to 31st March 2017**. Hence, the proportionate cost will be approximately in excess of ₹1,90,000.00 only.

2. Minimum Eligibility Criteria

The following shall be the minimum eligibility criteria for selection of bidders.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof supporting the legal validity of the Bidder shall be submitted.
- b. **PAN:** The Bidder should be registered with the Income Tax Department, Government of India. Relevant proof in support shall be submitted.
- c. **Experience:** The Bidder should have experience in the similar field in Government

Departments / Public Sector Undertakings / Other Organizations for the last three years. Relevant proof in support shall be submitted.

2.1 Documents supporting the Minimum Eligibility Criteria

- i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), copies of Sales Tax Registration, VAT Registration, Service Tax Registration shall only be acceptable.
- ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), copy of PAN Card shall be acceptable.
- iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), copies of experience certificates / work orders / agreements issued by government departments / PSU / other organizations shall be acceptable.

3. Earnest Money Deposit

3.1 This bids should be accompanied with an Earnest Money Deposit of ₹5,000/- (Rupees five thousand only) in the form of Demand Draft of any nationalized bank at Kolkata. The validity of the Demand Draft must be up to 3 (Three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of the Director, Chittaranjan National Cancer Institute, Kolkata.

3.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to CNCI, Kolkata.

3.3 The bids without Earnest Money shall be summarily rejected.

3.4 No interest will be paid to the bidder for EMD / Performance Security Deposit.

3.5 The bid security may be forfeited:

- i) If a bidder withdraws his bid during the period of bid validity.
- ii) In the case of a successful bidder, if the bidder fails:
 - a) to accept the Letter of Acceptance or
 - b) to furnish Contract Performance Security as mentioned in tender document

4. Validity of Bids

4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of bids.

4.2 In case the competent authority of CNCI calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The competent authority of CNCI may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. Preparation of Bids

5.1 Bids should be prepared as per the instructions given in the Tender Document along with all following required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

- a) Bid Submission Form duly signed and printed on Company's letterhead.

- b) Signed and stamped on each page of the tender document.
- c) Contact Details Form, duly filled and signed.
- d) Earnest Money Deposit of ₹5,000/-.
- e) All supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in tender document.
- f) Price Schedule, duly filled in.

The Bids should then be kept in a separate sealed envelope, superscribed as “Bid for CAMC of Air Conditioners of CNCI, Kolkata, Tender No. 494 / 2016 dated 17/08/2016”, with the name and address of the Bidder.

5.2 The Price Schedule shall indicate the unit prices for each and every item indicated in the specifications. A bid submitted with an adjustable price, quotation will be treated as nonresponsive and will be rejected.

6. Submission of Bids

6.1 The Bid shall be submitted not later than 2:00 p.m. on **14/09/2016**, addressed to the Director, Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata-700026.

6.2 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.3 In the event of the specified date for submission of bids being declared a holiday, the bids will be received up to the appointed time on the next working day.

7. Bid Opening Procedure

7.1 The Bids shall be opened on the same day of the last date of submission i.e., on **14/09/2016** at 2:30 p.m. by the committee authorized by the Director, CNCI, in the presence of those bidders who may wish to be present.

7.2 A letter of authorization shall be submitted by the Bidder’s representative before opening of the Bids.

7.3 After opening the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

8. Right of Acceptance

8.1 The Competent Authority of CNCI, Kolkata, reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind himself to accept the lowest or any specific bids. The decision of the Competent Authority of CNCI in this regard shall be final and binding.

9. Notification of Award by Issuance of ‘Letter of Acceptance (LoA)’

9.1 After determining the successful bidder, the Competent Authority of CNCI shall issue a Letter of Acceptance (LoA), in duplicate, to the qualified bidder, about the acceptance of their bid and their quoted/agreed prices, who will return one copy to CNCI duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of

receipt of the same by them/him.

9.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will constitute formation of the contract.

10. Corrupt or Fraudulent Practices

10.1 The Contractors shall observe the highest standard of ethics during the procurement and execution of the contract.

10.2 The Competent Authority of CNCI, Kolkata, shall reject a proposal for CAMC of Air Conditioners, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

10.3 The Competent Authority of CNCI, Kolkata, will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

Section 4

General Conditions of Contract (GCC)

1. Definitions

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Client	The Director, Chittaranjan National Cancer Institute, Kolkata.
Party	The word “Party” means the successful bidder to whom the work order for CAMC of Air Conditioners (Window / Split) of the Research and Hospital Wings of CNCI has been awarded.
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for CAMC of Air Conditioners (Window / Split) of the Hospital and Research Wings of CNCI.
Termination Date	Shall mean the date specified in the notice of termination given by either party to the other party, from which the contract shall stand terminated.
Termination Notice	Shall mean the notice of termination given by either party to the other party.
Contractor	Shall mean the successful bidder(s) who have been selected by the client for the work of CAMC of Air Conditioners (Window / Split) of the Hospital and Research Wings of CNCI.

2. Security Deposit

2.1 The successful bidder within fifteen days of the acceptance of the LoA shall submit a Security Deposit in the form of Demand Draft of any nationalized bank, a sum equivalent to 10% of the contract value drawn in favour of the Director, CNCI, Kolkata, payable at Kolkata. The Security Deposit will be refunded as per rule.

3. Signing of Contract Agreement

3.1 The successful Bidders shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.

3.2 CNCI shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **one week** of receipt of the draft Articles of Agreement from CNCI, duly printed on Non-Judicial stamp paper of appropriate value.

3.4 The competent authority of CNCI shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4. Commencement of Services

The Contract shall become legally binding and in force only upon:

4.1 After issuance of Letter of Acceptance (LoA) by the Client to the successful bidder.

4.2 Submission of Security Deposit in accordance with Clause 2 (Section-4).

4.3 After entering into Contract Agreement in accordance with the Articles of Agreement.

5. Conditions of Contract

5.1 The Contractor shall be required to depute two Resident Engineers (REs) / Resident AC mechanics permanently on a daily basis in the Client's premises during the currency of the contract. The prices quoted by the Contractor in the bid shall be inclusive of the RE's/ Resident AC mechanic's charges, if any.

5.2 It shall be the duty of the Contractor / resident AC mechanics to attend the complaints on the spot of the respective AC. Usually the AC mechanic shall work in this office during office hours for six (6) working days except Sundays & holidays. However, he shall also attend office on Sundays and holidays and work beyond office hours in case the situation so warrants. Suitable substitute will be provided immediately by the Contractor in case regular resident AC mechanic proceeds on leave or absent otherwise, **failing which an amount of ₹500/- per day will be deducted from the quarterly bill** submitted by the Contractor.

5.3 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed then the Contractor will be liable to be penalized. The Client reserves the right to impose a penalty at his discretion from 1% to a maximum of 10% of the order value. In such cases, Client reserves the right to the termination of the contract without any prior notice and the firm will be black-listed.

5.4 CAMC bills will be accepted and admitted only after satisfactorily completion of the quarter.

5.5 The Contractor shall inspect all the Air Conditioners as specified in Schedule of Works and Requirements (Section 6) before taking over their maintenance under the Maintenance Contract, and any missing/non-functional part(s) listed out and brought to the notice of the undersigned within 7 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipments of this office in perfectly working condition. The Contractor shall hand over the Air Conditioners of this office in working condition on the expiry of the Contract.

5.6 The damage caused, if any, either to the equipments (ACs) or to any other property of CNCI through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the Institute on this account shall be made good by the Contractor and decision of the Client in this context shall be binding on the Contractor.

5.7 In addition to any and all other guarantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.

5.8 The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangements at his own cost for the storage at Client's premises.

5.9 The Contract shall include works on account of all repair and maintenance for all types of Air Conditioners (Window / Split) as listed in the Schedule of Requirements.

6. Contractor's Liability

- 6.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing the required services.
- 6.2 The Contractor shall not enter into sub-contract, transfer or assign the contract or any other part thereof to any other Contractor during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

7. Validity of Contract

The contract shall be valid **from 1st October 2016 to 31st March 2017 (six months)** subject to continuous satisfactory performance. However, any failure in this aspect by the contractor, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing solely at the discretion of the competent authority of the office of the Client. The initial period can be further extended, subject to satisfactory services, which is at the sole discretion of the office of the Client.

8. Payments

- 8.1 A price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractors by the Client for the CAMC services.
- 8.2 The prices in the Price Schedule shall be exclusive of service tax and the same shall be charged in addition to the applicable rate.
- 8.3 Quarterly payments shall be made to the Contractor, after rendering satisfactory services. The Contractor shall raise invoice at the end of each quarter and the Client shall make all endeavour to make payments within one month from the date of the receipt of the invoice to the Contractor.
- 8.4 The charges shall be valid for the contract period i.e., **from 01.10.2016 to 31.03.2017**. No price escalation shall be entertained by the Client during the period.
- 8.5 After expiry of the initial period of the Contract and if the Contract is renewed by the Client, the cost shall be decided mutually by both the parties.
- 8.6 In addition to the Contract payments, the Client shall pay for any additional services as and when required which are not specified in the Price Schedule.
- 8.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 8.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 8.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

9. Force Majeure - Obligations of the Parties

- 9.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor,

as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i) War, hostilities, invasion, act of foreign enemy and civil war;
- ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- a) The date of commencement of the event of Force Majeure.
- b) The nature and extent of the event of Force Majeure.
- c) The estimated Force Majeure period.
- d) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f) Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

10. Governing Laws and Settlement of Dispute

10.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties.

10.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata, West Bengal.

11. Termination

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 11.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 11.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
 - a) In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit shall be forfeited and encashed.

Section 4 • General Conditions of Contract (GCC)

- b) If the Contractor does not provide the required services satisfactorily as per the requirements of the Client or/and as per the Bill of Quantities / Schedule of Requirements
- c) If the Contractor goes bankrupt and becomes insolvent.

Section 5
Special Conditions of Contract (SCC)

1. General

1.1 The Contractor shall be responsible for payment of wages/settlement of dues with worker engaged by the Contractor as per prevailing labour/wage laws applicable to the State of West Bengal and this office shall not be a party to any dispute between the Contractor and its workers.

2. Scope of Work

As mentioned in Section 6 – Schedule of Work and Requirements.

3. Contractor's Scope of Supply

All materials, manpower, consumables, tools & tackles, transportation of manpower and material to various sites required for the completion of the work are in the scope of the contractor.

3.1 The contractor will keep adequate quantity of all spares for immediate repairs and will replenish the same from time to time as per requirement. The contract shall be inclusive of cost of all spare parts like –

- Compressor,
- Fan motors (indoor & outdoor for split type),
- Filter replacement,
- Relay,
- Thermostat,
- Drain/water & copper pipe repairing including cost of gas
- Copper pipe insulation,
- Running & starting capacitors,
- Plastic items,
- Runner
- Condenser & evaporator coils,
- Refrigerant gas charging,
- P.C.B. for split
- Remote control handset
- Repair of any or all parts including power supply cord with 15 amp. Plug-top, fixing of wires/plugs,
- Cleaning, oiling, chemical washing, greasing (general servicing),
- Labour charges etc.

The contractor will supply the above-mentioned items as and when required during the currency of the contract as mentioned in the scope of work and as per guidelines of Client or his authorized representative.

3.2 The contractor will attend to the complaints and breakdowns promptly at these locations as and when intimated by the Client through telephone/by person.

3.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs.

4. Mobilization Advance

4.1 No mobilization advance is payable to the contractor under this contract.

5. No Damage to Installations & Adjacent Land

5.1 Contractor shall ensure that during the progress of the work no damage shall occur to

installations/equipment due to any reason, if so happens, contractor shall have to repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.

6. Safety Practices

6.1 Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, public and properties at work site/plant premises/residential premises/public places.

7. Insurance & Liabilities

7.1 The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act(s) and liability(s).

- 1) Employees State Insurance Act.
- 2) Workmen compensation & employers liability insurance.
- 3) Any other insurance required under law or regulations.
- 4) Accident or injury to workmen.
- 5) Damages to Client's property or to any person or any third party.

7.2 The contractor shall indemnify and keeps the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damages arising under or by reason of this agreement or execution of contract.

8. Compliance with Labour Laws

8.1 The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and by-laws of both Central & State Govt. and all other local authorities. The contractor shall keep the owner harmless and indemnified in respect thereof.

9. Safety Practices

9.1 The contractor shall abide by all the prevailing safety rules and regulations. The contractor shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/plant premises/residential premises/public places etc.

Section 6

Schedule of Work and Requirements

Scope of Work and Requirements

1. Introduction

1.1 Air Conditioners (Window / Split type) have been installed in different floors of the Research and Hospital Wings of Chittaranjan National Cancer Institute, 37, S. P. Mukherjee Road, Kolkata – 700026. The detail quantity (Bill of Quantity) of all the air conditioners is as under:

Bill of Quantity (BOQ)

Research Wing

Sl. No.	Department/Section	Floor No.	Room No.	Intercom No.	Window / Split		
					1.5 T	1.5 T	2 T
1.	Pathology & Cancer Screening	G	G-2, G3	304	1	6	
2.	Telephone Operator's Room	G		9	1		
3.	Director's Section	1	101	309		3	
4.	Accounts Officer's Room	1		308		1	
5.	Sr. Administrative Officer's Section	1	103	311, 313		4	
6.	Conference Hall	1				3	
9.	Cancer Chemoprevention	2	201	316		5	
10.	Environmental Carcinogenesis & Toxicology	2,4	204, 206, 407	317	4		
11.	Epidemiology & Biostatistics	2	207	318	2		
12.	FACS Room	2	203		1		
13.	Director's Room	2	202			1	
14.	Signal Transduction & Biogenic Amines	3,5	301, 501	322, 406	5		
15.	Experimental Hematology & Neuroendocrinology	3	307	324	1		
16.	Central Research Instrumentation Facility	3	302, 304, 305	340	3		
17.	Translational Research	2 & 3	202A, 208, 303	321, 323	2	2	
18.	Receptor Biology & Tumor Metastasis	4	401	327	2		
20.	Metabolic Regulation	4	404	405	2		
21.	Anticancer Drug Development & Chemotherapy	4	406	329	3		
22.	Library	5,6	506, 603	403, 335	4		
23.	Viral Associated Human Cancer	5	505	333	1		
24.	In Vitro Carcinogenesis & Cellular Chemotherapy	5	503	332	4	1	
25.	Auditorium	5	504			5	
26.	Computer Section	5	502	331	2		
27.	Immunoregulation & Immunodiagnostics	6	601, 602	334	4	1	
28.	Animal Care and Maintenance	7	702, 703	338	9	2	
29.	CNCI Staff Canteen	8	801	339			3
	Total				51	34	3
	GRAND TOTAL				51	37	

Hospital Wing

Sl. No.	Department/Section	Floor No.	Room No.	Inter-com No.	Window		Split		
					1 T	1.5 T	1.5 T	2 T	7 T
1.	Medical Superintendent	G	28	386			1		
2.	Administrative Medical Officer	G		385		1			
3.	Dental OPD Service	G	3	380	1				
4.	Gynaecological Oncology	G	4/124/404	342					
5.	Surgical Oncology	G	6	345			1		
6.	ENT-Head & Neck Oncology	G	7	344			1		
7.	Radiodiagnosis	G	10/10A/11/12/14-16	346/347/397		5	4		1
8.	Radiotherapy	G	13/17/20/23-26	348-353/399		4	4		
9.	Pain and Palliative Care Unit	G	8			1	1		
10.	P.A.C. Clinic	G	9	392			1		
11.	Board Room (Seminar Hall)	G	29				2	1	
12.	Medical Oncology	1	126/127	343/364			3		
13.	Pathology, Clinical Biochemistry, Blood Bank	1	109-113	394			5		
14.	Medical Records	1	104	368			1		
15.	Dietician	1	123	366			2		
16.	Telemedicine Room	1	102				2		
17.	Clinical Trial	1	106			2			
18.	Hospital Admin. Section (Consultant's Room)	1	103	388		1			
19.	O.T. – Minor (1st Floor)	1		358		4			
20.	O.T. – Major (5th Floor)	5		377		5	6		
21.	Cabin – 2nd Floor	2		371			2		
22.	Cabin – 3rd Floor	3		374			7		
23.	Cabin – 4th Floor	4		375			4		
24.	I.T.U.	3		372		4			
25.	Paediatric Ward	3							
26.	Morgue	G					2		
27.	Doctor's Chamber	1	121				2		
	Total				1	27	51	1	1
	GRAND TOTAL					28		53	

GRAND TOTAL (Research & Hospital)	Window		Split		
	1 T	1.5 T	1.5 T	2 T	7 T
	1	78	85	4	1
	79		90		
169					

2. The Maintenance Contract

2.1 The term 'Comprehensive Annual Maintenance Contract' (CAMC) shall include cost on account of all repair and maintenance of all the air conditioners, supply/replacement/repair of spare parts as mentioned in Article 3.1, Section 5 - Special Conditions of Contract (SCC), during the currency of the contract at the exclusive risk, responsibility and cost of the Contractor. The connecting wire/plugs or the switch shall be supplied initially by the office and their replacement during the currency of the contract shall be the responsibility of the Contractor. In brief, the department shall not bear any cost for anything whatsoever after the air conditioner units have been handed over to the

Contractor for maintenance.

3. General Instructions for Maintenance/Service

- 3.1 The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair/replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of the Client.
- 3.2 The contractor will attend to the complaints and breakdowns promptly as and when required.
- 3.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs even after office hours.
- 3.4 The contractor will make arrangement for all necessary tools, tackles and equipments for carrying out the above service contract including trolley, vacuum pump, gas charging equipments, etc.
- 3.5 The spare parts supplied by the contractor should be **brand new/original** one and from the reputed manufacturers/sources to ensure satisfactory performance. Used/repared spare parts will not be accepted. Before using any spare, the same should be shown and got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.
- 3.6 Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.
- 3.7 The technician deputed for the job shall be skilled and have sufficient experience.
- 3.8 All parts like compressors, gas charging, fans, motors, condensers etc. repaired/replaced shall have performance guarantee for at least 03 months.

4. Monthly & Half Yearly Servicing

- 4.1 CAMC of window and split air conditioners includes servicing of air conditioners monthly and half yearly as per the activities mentioned below (A. Dry service - monthly and B. Wet service - half yearly) and attending breakdowns whenever required.

A. Monthly Service shall include:

- a) Cleaning / Replacement of filter
- b) Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control, etc.
- c) Checking air flow through the supply air grill, return air grill, condenser
- d) Checking operation of the voltage stabilizer and back up electrical power outlet / MCB
- e) Checking operation of the drive motor and fans
- f) Checking air temperature
- g) Checking firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
- h) Replacement of any component of air conditioners found defective after the above checking and tests

i) Charging of refrigerant gas during the period of contract if need arises.

B. Half Yearly Service shall include:

- a) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high pressure jet of water
- b) Greasing of blower motors and all moving parts
- c) Painting of air conditioners, if required.

4.2 The contractor will carry out servicing of air conditioners, once a month at all stations as mentioned in the **Bill of Quantity**, and will ensure smooth running of all air conditioners. The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.

4.3 The maintenance / servicing shall be planned in consultation with the Client.

5. Repairing of Air Conditioners

5.1 In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources (e.g. fan motor rewinding etc.) faulty unit will be handed over to the contractor/its representative against acknowledgement as per prevailing procedures of the Client. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative **within 7 days**.

6. Replacement of Compressors and Other Spares

6.1 Compressors and other spares will have to be replaced as and when required **within 05 days** time from the date of intimation. The failed compressors will be replaced by equivalent **new compressors of same make** only, failing which it shall invoke penalty clauses, as referred in the tender document. Other spare parts supplied by the contractor should be brand new/original one and from the reputed manufacturers/sources to ensure satisfactory performance. Used/repaired spare parts will not be accepted.

7. Attending Breakdown

7.1 Any breakdown call given by the Client's representatives shall be attended immediately by the Resident Engineer. In case contractor's Resident Engineer fails to attend the call within the stipulated/specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.

8. Performa for Monthly / Half Yearly Maintenance

8.1 A general Performa for periodic monthly service and half yearly servicing is attached in the Tender Documents. The contractor will carry out the work as per Performa for necessary records & payment. The contractor will undertake any other service as may be required for effective performance of the cooling appliances without any extra cost except for provisions in the contract.

9. Register of Stock / Service

9.1 The Contractor / Resident Engineer of the Contractor shall maintain Stock records of the spares for immediate requirements for replacing on being found faulty in any of the units.

The stock register shall be prepared in consultation with the Client.

9.2 The Contractor / Resident Engineer of the Contractor shall prepare a register of Complaints / Service Register in consultation with the Client and the same shall be produced to the competent authority of the Client fortnightly.

Section 7
Price Schedule
(Quote Your Prices)

Quote Your Prices

Capacity of Air Conditioner		CAMC charges (from 01.10.2016 to 31.03.2017 i.e., for 6 months)		
Type	Capacity	No. of AC	Quoted prices per unit per year ₹	Total quoted amount for 9 months ₹
Window type	1.0 Ton	1		
	1.5 Ton	78		
Split type	1.5 Ton	85		
	2.0 Ton	4		
	7.0 Ton	1		
Total charges for CAMC of air conditioners				
Service tax				
Total bid price				

Note:

- i) Rates should be quoted per unit by the bidder both in figure and words provided in the column above.
- ii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- iii) Prices shall be valid up to 31.03.2017 and no increase in the prices shall be entertained during the initial currency of the Contract.
- iv) The charges shall be inclusive of all service/break down calls/Resident Engineer/spare parts as mentioned in Article 3.1, Section 5 - Special Conditions of Contract (SCC) and as per the specifications given in the preceding Sections and Schedule of Requirements.
- v) Service should be indicated separately.

Section 8

Forms

Section 8.1: Bidder's profile

Section 8.2: Form of Articles of Agreement

Section 8.3: Form for Monthly Service

Section 8.4: Form for Half-yearly Service

Bidder's Profile

- i) Full Name of the Firm :
- ii) Firm Address :
- iii) Telephone No.(o) :
- iv) Nature of Firm : Partnership / Proprietorship / Pvt. Ltd.
- v) EMD Details :
- vi) PAN No. :
- vii) Service Tax No. :
- viii) Has the firm been blacklisted :
- ix) Whether the firm has experience of 3 years :

Undertaking

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of Chittaranjan National Cancer Institute, Kolkata, to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Date:

Signature of the Authorized Signatory

Place:

Designation:

(Office seal of the Bidder)

Form of Articles of Agreement

Contract Agreement No.

Dated/...../20.....

THIS AGREEMENT is made on between the Director, Chittaranjan National Cancer Institute, Kolkata (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at 37, S. P. Mukherjee Road, Kolkata – 700026, of the **One Part**,

AND

M/s..... having its registered office at (hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the **Other Part** for Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioners of Client’s premises.

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for “selection of agency for CAMC of its Air Conditioners” under Tender No.....
- II. AND WHEREAS the Contractor submitted his bid vide in accordance with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide requisite services to the Client.
- III. AND WHEREAS the Client has selected M/s..... as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of ₹..... (Rupees only).
- IV. AND WHEREAS the Client desires that the CAMC services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the CAMC services for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contractor agree as follows:
 1. In this Agreement (including the recitals) capitalized words and expressions shall

have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance (LoA) issued by the Client.
 - b) The complete Bid, as submitted by the Contractor.
 - c) The Addenda, if any, issued by the Client.
 - d) Any other documents forming part of this Contract Agreement till date (Security Deposit).
 - e) Charges – Schedule annexed to this Article of Agreement
 - f) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
DIRECTOR
Chittaranjan National Cancer Institute
Kolkata

(Authorized Signatory)

(Authorized Signatory)

Form for Monthly Service

Date:

Details of Air Conditioner:-

1. A.C. No.: Make Capacity Ton
2. Compressor make & Sr. No.
3. Location:

Jobs to be attended:-

1. Checking of compressor current & system voltage amp. volts
2. Checking of electrical components and loose connections.
3. Checking of blower fan motor bushes and play etc.
4. Cleaning of air filter and evaporator/condenser coil assembly with air blower/compressed air.
5. General checking and tightening of screws, nuts and bolts etc.
6. Lubricating fan/blower motors.
7. General checking of voltage stabilizers.

Signature of Contractor's Resident Engineer / Client's Representative

Form for Half-Yearly Service

Date:

Details of Air Conditioner:-

1. A.C. No.: Make Capacity Ton
2. Compressor make & Sr. No.
3. Location:

Jobs to be attended:-

1. Complete dismantling of cooling appliances.
2. Cleaning, de-rusting and washing of all sheet metal parts, condenser, evaporator and grills and filters.
3. Drying up of unit.
4. Lubrication of fan/blower motor.
5. Re-installation and checking of wiring and all the electrical components.
6. Checking of voltage stabilizers.
7. Checking of compressor current & system voltage amp. volts

Signature of Contractor's Resident Engineer / Client's Representative