TENDER NOTICE

Tata Institute of Social Science
V.N. Purav Marg, Deonar,
Mumbai-400088.
Telephone:91-22-25525209 E-Mail:-rahul.shende@tiss.edu
Website: www.tiss.edu
TISS E-ProcurementWebsite:-https://www.tenderwizard.com/TISS
https://eprocure.gov.in/cppp/latestactivetendersnew/cpppdata

Tender Ref No.:TISSAIRCON24-25 **Date:-09/01/24**

Name Of the Work: Tender for 'Comprehensive Annual Maintenance Contract for Air conditioners (split and window) installed at TISS, Mumbai'

Estimated cost	:-	**Rs. 11,45,878/-**	
Tender Fees	:-	NIL	
EMD	:-	**Rs.23,000/- (Interest Free)**	
Tender Validity	:-	180 days from the last date of submission of tender	
Mode of Bidding	:-	**Online/~~Offline~~ (Open Tender/ ~~Limited Tender~~)**	
Type of Tender	:-	**Item rate contract** (**~~Single bid~~**/ **Two Bid**)	
Tender issue date	:-	**09/01/2024**	
Last date of Submission	:-	**31/01/2024**	4:00pm
Pre-bid meeting	:-	**16/01/2024**	2:00pm
Technical bid opening	:-	**01/02/2024**	11:00am
Financial bid opening	:-	**02/02/2024**	11:00am
Period of Completion	:-	**One Year**	**From 01/04/2024 to 31/03/2025**

 Signature & Seal of Bidder

1. INSTRUCTIONS TO BIDDERS

Online/ ~~Offline~~ Item rate Open~~/ Limited~~ tenders are invited by The Registrar, Tata Institute of Social Sciences, Deonar, Mumbai- 400088 for **'Comprehensive Annual Maintenance Contract for Air conditioners (split and window) installed at TISS, Mumbai'**

1.1 The tender shall be in prescribed form consisting of NIT, Quote Sheet, Terms of contract which can be downloaded from TISS website, CPPP (https://eprocure.gov.in/cppp/latestactivetendersnew/cpppdata) and 'www.tenderwizard.com/TISS. Tenders can be submitted from **09/01/24** to **31/01/24** up to 16.00 hrs.

1.2 Timeline for execution of work:- **One Year . From 01/04/2024 to 31/03/2025**

1.3 **Payment Cycle**:- **Quarterly**

1.4 In case of limited tender enquiry, unsolicited bids will not be accepted. However if the bidder who is not requested to bid is interested in bidding, he may contact to the office of Assistant Registrar, Infrastructure Development and Support division. After the scrutiny of the documents and confirming the reliability of the firm, the vendor my be allowed to bid for same work or next work of similar nature. In case of Open tender enquiry any vendor qualifying the eligibility criteria is permitted for bidding.

1.5 **Online Bidding:-** Bids shall be submitted online using website **www.tenderwizard.com/TISS**. Instructions to submit the online bids are available on TISS website

1.6 **Offline Bidding:-** Bids shall be submitted in sealed envelopes.

Envelope No I– shall contain attested documents confirming qualification criteria, Signed copy of NIT and its conditions

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Envelope No II– shall contain only Schedule of Quantities (BID SHEET) duly priced and completed in all respects. This shall not include any conditions whatsoever. In case any conditions are included in Envelop no. II, the same shall not be taken into consideration. Further, the tender in such case is liable to be rejected. Both the sealed envelopes i.e. Part-I and Part-II should be covered in a third envelope which shall be sealed and should be submitted to **"Office of Assistant Registrar, Infrastructure development and support division, TISS, Mumbai 400 088"**. Third envelop shall contain the Title of the tender, address and contact details of the bidder.

1.7 The Earnest Money Deposit (Interest free) is accepted only through e-payment gateway in case of online bid submission. In case of Offline bid submission EMD shall be accepted in the forms:

(i) Banker's Cheque of a Commercial Bank
(ii) Account Payee Demand Draft of a Commercial Bank
(iii) Fixed Deposit Receipt (FDR) of a Commercial Bank
(iv) Insurance Surety Bonds
(v) Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed) from a Commercial Bank.

A part of earnest money is acceptable in the form of Bank Guarantee including e- BankGuarantee also. In such cases 50% of earnest money or Rs. 20 lakh

Whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee issued by a Commercial Bank. The FDR is pledged in favor of the tender inviting authority. It is in the tenderer's own interest to keep the FDR valid as long as it is required. The Bank Guarantee including e- Bank Guarantee submitted as a part of Earnest Money is valid for a period of 90 days for single bid works and 180 days for two bid system or more from the date of submission of the tender.

EMD shall be drawn by the name:- **'TATA INSTITUTE OF SOCIAL SCIENCES'.**

1.8 The earnest money will be forfeited, if the bidder backs out in the middle of finalization of tendering process. On finalizing the tender process, the Institute will return EMD of unsuccessful bidders. The acceptance of tender shall rest with The Registrar, Tata Institute of Social Sciences, who does not bound to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason. The Registrar reserves the right of acceptance of whole or any part of the tender and the tenderer shall be bound toperform the same at the rates quoted. Any attempt of influencing on tender process by the contractor shall not be entertained and his/her tendershall be rejected. Team of TISS may visit ongoing / completed work sites, establishments, manufacturing units, factoriesofthe bidder and may collect the feedback over telephone, e-mail, actual visit or by any other suitable means before award of contract and after verification of documents. The Bidder shall provide necessary facilities for this purpose.

1.9 Tenderers are advised to inspect and examine the site and its surrounding and fully satisfy themselves about the nature of work, specification of work, challenges in work (way of transportation, height of structure, number of floors or height where work is to be executed, working hours, security check etc.) before submitting their tender and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A tenderer shall deemed to have full knowledge of site, whether he inspects it or not and no extra charges con-sequent on any misunderstanding or otherwise shall be allowed.

1.10 Bidder shall be asked to provide the Sample of material to be provided/ supplied/ to used at any point before finalization of tender process. Vendor shall provide the sample free of cost without any liabilities on Institute. All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.

1.11 In case of annual rate contracts, the Contract may be extended for another year depending upon the performance of the vendor. The contract extension is subject to approval of competent authority. As far as possible the Contract shall be extended over same terms and conditions. If any term, condition needs to be altered, omitted, added then this will be done with the mutual consent of both the parties with no financial implications.

In case vendor demands for increase in rate, Vendor shall submit the written request to Engineer In-charge. The competent authority shall take the decision. The extension of contract shall be limited for maximum two times.

1.12 Any statutory approval from local authorities, municipal approvals etc. shall be responsibility of the vendor.

1.13 Validity of Tender: The tender for the work shall remain open for acceptance for a period of 180 days from the last date of submission of tenders. If any tenderer with draws his/her tender before the said period, or before issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then TISS shall forfeit the earnest money deposit of the bidder and the tenderer shall not be allowed to participate in the retendering process of the work.

1.14 All the tenders where in the prescribed conditions are not fulfilled or are in complete in any respect are liable to be rejected .Tenders received without EMD will be summarily rejected.

1.15 Levy / Taxes payable by contractor:

a. GST @18% on materials and services in respect of this contract shall be payable by the contractor.

b. The contractor shall deposit royalty and obtain necessary permit as required for excavation and transport of soil, supply of the sand, Aggregate, Stone etc. from local authorities. TISS shall not have any liabilities in this regard.

1.16 Notification of amendments to the tender document: If the technical specification requires any modification, suitable amendment to this tender document will be issued and the same will form part of the tender document. Prospective bidders are advised to regularly visit the TISS website or the CPP portal and Tender Wizard Portal for Corrigendum/amendments etc., if any, will be notified only on the TISS website /CPP portal/Tender Wizard Portal and no separate advertisement will be made for this.

1.17 Quoted rates to include all taxes (except GST): Sales tax, VAT, Purchase tax or any other tax on materials in respect of this contract, including state Sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same. As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificate shall be issued by the Department

2 TECHNICAL BID/ ELIGIBILITY CRITERIA

2.1 Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders .

2.2 Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender, or Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender or One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

2.3 Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.

2.4 Profit/Loss : The bidder should not have incurred any loss (profit after tax should be positive)in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant .

2.5 Solvency Certificate: Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).

2.6 Notice Inviting Tender (NIT) along with all the conditions, terms of contract and bidder's instructions duly signed by the bidder.

2.7 List of Clients and on-going projects during last 3 years.

2.8 Earnest Money deposit of Rs23,500/= (interest free)

2.9 PAN Card copy.

2.10 GST registration copy.

2.11 The documents regarding the satisfactory performance of works, list of completed and ongoing works, personnel, establishment, plant, equipment, Registration certificate of CPWD, PWD, PSU, Government organizations, BMC, empanelment letter of reputed organizations/ institutions etc. may be incorporated.

 Signature & Seal of Bidder

3 FINANCIAL BID

3.1 Mode of submission of bid is Online/ ~~Offline~~. Information for submission of online/ offline bid is given under conditions of contract. As the tender is Item rate contract each bidder shall upload/fill item wise bid amount in bid sheet. Tenderers shall fill the rates and calculate the amount precisely up to two decimals points. Total amount shall be written clearly in Numeric as well as in words. Bidders shall refrain to make any overwriting in bid sheet. Bidder shall compulsorily mention the Name of firm/ bidder in the bid sheet.

3.2 All rates shall be quoted on the tender form by the tenderers in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given. However,

i) The rate(s) must be quoted in decimal coinage.

ii) If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.

iii) If the amount of an item is not worked out by the tendered, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.

iv) Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.

v) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed according scope of work.

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Scope of Work

New vendor shall accept the system in fully working condition from previous vendor. Before acceptance of the work, vendor shall ensure the effective functioning of the system. Any defect in the system shall be rectified by the previous vendor or shall be rectified by new vendor and the cost shall be borne by previous vendor.

Total no. of Air Conditioners:-
Main Campus:- 174 No.s
Naoroji Campus:- 64 No..s
Total = 238 No.s

1) The successful bidder shall inspect all the Air Conditioners on every month and operations of all units shall be tested monthly and the functioning shall be shown to the respective TISS official.

2) Servicing of all Air Conditioners shall be carried out quarterly.

3) Vendor shall attend all the regular complaints made by TISS personnel over the phone on priority basis.

4) Comprehensive maintenance includes inspection, maintenance, rectification and replacement of refrigerant (gas), motor, compressor, cooling coil, Condenser coil, fan blade blower, PCB cicuit board, Switches all electrical parts in air conditioner like running capacitor, staring capacitor, relay, contactor, connector etc.
5) Replacement of body of Air Conditioner shall not be the part of this contract.

6) Up to 5% increase in the total number of air conditioners shall be the part of this contract and shall be serviced at same cost during the contractual period. This clause is not applicable in case of decrease in the number of machines.

7) In case of any increase (after additional 5%) or decrease in number of air conditioner the extra amount shall be paid or deducted on prorata basis.

$$\text{Increase or decrease in amount per air conditioner} = (+/-)\ \frac{\text{Total work value}}{\text{No. of air conditioners mentioned in tender}}$$

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Sr. no.	Location	Make	Type	Capa city	Q ty	Inventory no	IDS/AC/MC
1.	Director office	Voltas	Spilt	2	1	TISS/AC/1/33	1
2.	Director office	Voltas	Spilt	2	1	TISS/AC/1/34	2
3.	Director office-LOB	Voltas	Spilt	2	1	TISS/AC/1/36	3
4.	Director office P.S	Voltas	Spilt	2	1	TISS/AC/1/140	4
5.	Director office DD	Voltas	Spilt	1.5	1	TISS/AC/1/35	5
6.	Dean Academic Affairs	Voltas	Spilt	0.75	1	TISS/AC/196	6
7.	Dean Academic Affairs	Voltas	Spilt	0.75	1	TISS/AC/1/197	7
8.	SMCS (S)	Voltas	Spilt	1.5	1	TISS/AC/1/55	8
9.	SMCS(S)	Voltas	Spilt	2	1		9
10.	SMCS (office)	Voltas	Spilt	1.5	1	TISS/AC/1/88	10
11.	SMCS (Office)	Voltas	Spilt	2	1	TISS/AC/1/58	11
12.	SMC (F room)	Voltas	Spilt	1	1	TISS/AC/1/74	12
13.	SMC (F room)	Voltas	Spilt	1	1	TISS/AC/1/72	13
14.	SMC (F room)	Voltas	Spilt	1	1	TISS/AC/1/68	14
15.	SMC (F room)	Voltas	Spilt	2	1	TISS/AC/1/66	15
16.	SMC (F room)	Voltas	Spilt	1	1	TISS/AC/1/67	16
17.	SMC (C room)	Voltas	Spilt		1		17
18.	SMC (C room)	Voltas	Spilt		1		18
19.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/010A	19
20.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/009A	20
21.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/007A	21
22.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/006A	22
23.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/008A	23
24.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/004A	24
25.	Sakasham	LG	Split	1.5	1	TISS/GF/TAM/AC/002A	25
26.	Sakasham C c.room)	LG	Split	2	1	TISS/GF/TAM/AC/003A	26
27.	Sakasham C c.room)	LG	Split	2	1	TISS/GF/TAM/AC/005A	27
28.	Sakasham C G.F.Room)	LG	Spilt	2	1	TISS/GF/TAM/AC/001A	28
29.	Old conference Hall	Voltas	Cassette	3	1	TISS/GF/TAM/AC/001A	29
30.	Old conference Hall	Voltas	Cassette	3	1	TISS/GF/TAM/AC/001A	30
31.	Old conference Hall	Voltas	Cassette	3	1	TISS/GF/TAM/AC/001A	31

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32.	Old conference Hall	Voltas	Cassette	3	1	TISS/GF/TAM/AC/001A	32
33.	Alum Affairs (office)	Voltas	Cassette	1.5	1	TISS/GF/TAM/AC/001A	33
34.	SC/ST cell	Voltas	Cassette		1	TISS/AC/1/20	34
35.	Publication	Voltas	Cassette		1	TISS/AC/1/87	35
36.	SHSS meeting room	Voltas	Cassette		1		36
37.	SHSS meeting room	Voltas	Cassette		1		37
38.	Shankar Das sir office	Voltas	Cassette		1		38
39.	AC	Voltas	Cassette	1	1	TISS/AC/1/132	39
40.	AC 1st floor	Voltas	Window		1	TISS/AC/1/90	40
41.	AC 1st Floor	Voltas	Window		1	TISS/AC/A/91	41
42.	Academic DR	Havells	spilt		1	TISS/AC/1/254	42
43.	Personal DR	Voltas	spilt	1	1	TISS/AC/1/96	43
44.	Xerox room	Voltas	Spilt		1	TISS/AC/1/101	44
45.	Xerox room	Voltas	spilt		1	TISS/AC/1/117	45
46.	Anand Kole room	voltas	spilt		1	TISS/AC/1/61	46
47.	Srinivas Kota (F&A)	LG	spilt		1	TISS/AC/1/119	47
48.	Meeting room	Voltas	spilt	2.5	1	TISS/AC/1/227	48
49.	OLD EDP TB	Voltas	spilt		1	TISS/AX/1/227	49
50.	OLD EDP TB	Voltas	window		1	TISS/AC/1/20	50
51.	OLD EDP TB	Voltas	window		1	TISS/AC/1/20	51
52.	OLD EDP TB	Voltas	window		1	TISS/AC/1/20	52
53.	Registrar room	Voltas	window			TISS/AC/1/228	53
54.	Computer centre	Voltas	window			TISS/AC/1/120	54
55.	Computer service centre	Voltas	spilt		1	TISS/AC/121	55
56.	Computer service server	Voltas	spilt		1	TISS/AC/121	56
57.	Computer service server	Voltas	spilt		1	TISS/AC/121	57
58.	School of social work	Voltas	spilt		1	TISS/AC/1/141	58
59.	School of social	Voltas	Spilt		1	TISS/AC/1/85	59
60.	Dean student affairs	Voltas	spilt		1	TISS/AC/1/115	60
61.	Dean School of social school	Voltas	Spilt		1	TISS/AC/1/83	61
62.	Librarian	voltas	Spilt		1	TISS/AC/1/105	62
63.	J sivaraman	voltas	spilt			TISS/AC/1/104	63
64.	Anand (Library)	voltas	spilt			TISS/AC/1/54	64
65.	M.K. Tata	voltas	spilt			TISS/AC/1/53	65
66.	M K Tata	voltas	spilt			TISS/AC/1/62	66
67.	Library Xerox room	voltas	spilt			TISS/AC/1/28	67

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68.	Library Journals section	voltas				TISS/AC/1/106	68
69.	Library Journals section	voltas				TISS/AC/1/107	69
70.	Cyber Library	voltas	cassette			TISS/AC/1/215	70
71.	Cyber Library	voltas	cassette			TISS/AC/1/216	71
72.	Cyber Library	voltas	cassette			TISS/AC/1/219	72
73.	Cyber Library	voltas	cassette			TISS/AC/1/218	73
74.	Cyber Library	voltas	cassette			TISS/AC/1/217	74
75.	Cyber Library	voltas	cassette			TISS/AC/1/221	75
76.	Cyber Library	voltas	cassette			TISS/AC/1/220	76
77.	C.CTV Room	voltas	cassette			TISS/AC/1/138	77
78.	C.CTV ROOM	voltas	cassette			TISS/AC/1/139	78
79.	Inflibent Centre	voltas	cassette			TISS/AC/1/27	79
80.	Inflibent Centre	voltas	cassette			TISS/AC/1/29	80
81.	IT service room	voltas	cassette			TISS/AIT/159	81
82.	IT service	voltas	spilt			TISS/AC/1/160	82
83.	IT studio	voltas	spilt				83
84.	IT studio	voltas	spilt				84
85.	IT studio	voltas	spilt				85
86.	IT studio	voltas	spilt				86
87.	Class room 16	voltas	spilt			TISS/AC/1/225	87
88.	Class room 16	voltas	spilt			TISS/AC/1/226	88
89.	Class room 16	voltas	spilt				89
90.	Class room 16	voltas	spilt				90
91.	Class room 16	voltas	spilt				91
92.	CLIX Studio	voltas	spilt				92
93.	Health Center-1st floor	voltas	spilt			TISS/AC/1/194	93
94.	CETE	voltas	spilt			TISS/AC/1/195	94
95.	CETE	voltas	spilt			TISS/AC/1/198	95
96.	CETE	voltas	spilt			TISS/AC/1/199	96
97.	CETE	voltas	spilt			TISS/AC/1/161	97
98.	CETE	voltas	spilt			TISS/AC/1/262	98
99.	CETE	voltas	spilt			TISS/AC/1/263	99
100.	Doctor room	voltas	spilt			TISS/AC/1/108	100
101.	G H Lobby	voltas	spilt			TISS/AC/1/214	101
102.	G H Lobby	voltas	spilt			TISS/AC/1/213	102
103.	G H D H	voltas	spilt			TISS/AC/1/207	103
104.	G H D H	voltas	spilt			TISS/AC/1/208	104
105.	G H D H	voltas	spilt			TISS/AC/1/209	105
106.	G H D H	voltas	spilt			TISS/AC/1/211	106
107.	G H D H	voltas	spilt			TISS/AC/1/210	107
108.	G H D H	voltas	spilt			TISS/AC/1/212	108
109.	G.H.R No.101					TISS/AC/1/155	109
110.	G.H.R No.102					TISS/AC/1/156	110
111.	G.H.R No.103					TISS/AC/1/157	111
112.	G.H.R No.104					TISS/AC/1/162	112
113.	G.H.R No.105					TISS/AC/1/163	113
114.	G.H.R No.106					TISS/AC/1/164	114
115.	G.H.R No.201					TISS/AC/1/165	115
116.	G.H.R No202					TISS/AC/1/166	116

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117.	G.H.R No.203					TISS/AC/1/167	117

118.	G.H.R No.204					TISS/AC/1/	118
119.	G.H.R No.205					TISS/AC/1/169	119
120.	G.H.R No.206					TISS/AC/1/170	120
121.	G.H.R No.301					TISS/AC/1/171	121
122.	G.H.R No.302					TISS/AC/1/172	122
123.	G.H.R No.303					TISS/AC/1/173	123
124.	G.H.R No.304					TISS/AC/1/174	124
125.	G.H.R No.305					TISS/AC/1/175	125
126.	G.H.R No.306					TISS/AC/1/	126
127.	G.H.R No.401					TISS/AC/1/127	127
128.	G.H.R No.402					TISS/AC/1/172	128
129.	G.H.R No.403					TISS/AC/1/179	129
130.	G.H.R No.404					TISS/AC/1/180	130
131.	G.H.R No.405					TISS/AC/1/181	131
132.	G.H.R No.406					TISS/AC/1/182	132
133.	G.H.R No.501					TISS/AC/1/183	133
134.	G.H.R No.502					TISS/AC/1/184	134
135.	G.H.R No.503					TISS/AC/1/185	135
136.	G.H.R.No.504	voltas	spilt			TISS/AC/1/186	136
137.	G.H.R.No.505	voltas	spilt			TISS/AC/1/187	137
138.	G.H.R.No.506	voltas	spilt			TISS/AC/1/188	138
139.	G.H meeting room 601					TISS/AC/1/191	139
140.	G.H. meeting room 601					TISS/AC/1/190	140
141.	G.H. Training room 601					TISS/AC/1/189	141
142.	G.H meeting room 602					TISS/AC/1/205	142
143.	G.H. meeting room 602					TISS/AC/1/59	143
144.	G.H. suite room 603					TISS/AC/1/147	144
145.	G.H.suite room 603					TISS/AC/1/143	145
146.	SSQ 503						146
147.	SSQ 504					TISS/AC/1/239	147
148.	SSQ 601					TISS/AC/1/238	148
149.	SSQ 602					TISS/AC/1/237	149
150.	SSQ 603					TISS/AC/1/236	150
151.	SSQ 604						151
152.	SSQ 701					TISS/AC/1/133	152
153.	SSQ 702					TISS/AC/1/235	153
154.	SSQ 703					TISS/AC/1/134	154
155.	SSQ 704						155
156.	D H office	Voltas	window			TISS/AC/1/45	156
157.	RCI & VAW Special cell	Voltas	window			TISS/AC/1/93	157
158.	RCI & VAW Special cell	Voltas	window			TISS/AC/1/95	158
159.	Violence against st adolescents	voltas	window			TISS/AC/1/94	159
160.	TARASHA	voltas	window			TISS/AC/1/89	160
161.	Phd Basement	voltas	window			TISS/AC/1/92	161
162.	Director Bungalow	voltas	window			TISS/AC/1/124	162
163.	Director Bungalow	voltas	window			TISS/AC/1/247	163

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164.	Director Bungalow	voltas	window			TISS/AC/1/248	164
165.	Director Bungalow	voltas	window			TISS/AC/1/249	165
166.	Director Bungalow	voltas	window				166
167.	Director bungalow	voltas					167
168.	Director Bungalow	voltas					168
169.	Guest Flat I	volats				TISS/AC/1/38	169
170.	Guest Flat I	voltas				TISS/AC/1/39	170
171.	Guest Flat I	voltas				TISS/AC/1/41	171
172.	Guest Flat I	voltas				TISS/AC/1/40	172
173.	Operator Dep	voltas	spilt			TISS/AC/1/251	173
174.	Operator Dep	voltas	spilt			TISS/AC/1/123	174
	NAOROJI CAMPUS						
1.	NUSSD (MLU) R.no.5	voltas	spilt			TISS/AC/1/144	01
2.	CLIX (MLU) R.no.4	voltas	spilt			TISS/AC/1/150	02
3.	SVE room R.no.6	voltas	spilt			TISS/AC/1/250	03
4.	SVE room R.no.11	voltas	spilt			TISS/AC/1/146	04
5.	SVE room R.no.11	voltas	spilt			TISS/AC/1/145	05
6.	SVE room R.no.12	voltas	spilt				06
7.	SVE room R.no.12	voltas	spilt				07
8.	SVE room R.no.12	voltas	spilt				08
9.	SVE meeting R.No.13	voltas	spilt				09
10.	SVE meeting R.No.13	voltas	spilt				10
11.	SVE meeting R.No.14	voltas	spilt				11
12.	SVE meeting R.No.15	voltas	spilt				12
13.	SVE meeting R.No.16	voltas	spilt			TISS/AC/1/142	13
14.	CLIX Porta cabin I	voltas	spilt			TISS/AC/1/261	14
15.	CLIX Porta cabin	voltas	spilt			TISS/AC/1/260	15
16.	CEMS (CR 2)	voltas	spilt				16
17.	CEMS (CR2)	voltas	spilt				17
18.	CEMS (CR2)	voltas	spilt				18
19.	Janki Andhanina	voltas	spilt			TISS/AC/1/43	19
20.	Mahesh Kamble IB	voltas	spilt			TISS/AC/1/42	20
21.	Meeting room IB	voltas	spilt			TISS/AC/1/51	21
22.	Secretariat IB	voltas	spilt			TISS/AC/1/49	22
23.	Secretariat IB	voltas	spilt			TISS/AC/1/48	23
24.	JIS Lab IB	voltas	spilt			TISS/AC/1/100	24
25.	JIS Lab IB	voltas	spilt			TISS/AC/1/99	25
26.	SVE Porta cabin II	voltas	spilt				26
27.	SVE Porta cabin II	voltas	spilt			TISS/SVE/EA/02	27
28.	SVE Porta cabin II	voltas	spilt			TISS/SVE/EA/01	28
29.	SVE Porta cabin II	voltas	spilt			TISS/SVE/EA/03	29
30.	SVE Porta cabin II	voltas	spilt			TISS/SVE/EA/04	30
31.	IRU Room 1	voltas	spilt				31
32.	IRU Room 1	voltas	spilt			TISS/AC/1/85	32
33.	IRU Room 2	voltas	spilt			TISS/AC/1/84	33
34.	IRU Room 2	voltas	spilt			TISS/AC/1/81	34
35.	Rekavasuan Hall	voltas	spilt			TISS/AC/1/25	35
36.	Green Room	voltas	spilt			TISS/AC/1/60	36

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37.	Green Room	Voltas	spilt			TISS/AC/1/62	37

38.	Green Room	Voltas	spilt			TISS/AC/1/64	38
39.	Contor Room	Voltas	spilt				39
40.	Contor Room	Voltas	spilt				40
41.	Convection Hall	Voltas	spilt			TISS/AC/1/32	41
42.	Board Room	Voltas	Spilt			TISS/AC/1/224	42
43.	Board Room	Voltas	spilt			TISS/AC/1/223	43
44.	OIA meeting room	Voltas	spilt			TISS/AC/1/202	44
45.	OIA office G10	Voltas	spilt			TISS/AC/1/203	45
46.	OIA office IRO G10	Voltas	spilt			TISS/AC/1/204	46
47.	G 10 1006	Voltas	spilt			TISS/AC/1/102	47
48.	G 10 1009	Voltas	spilt			TISS/AC/1/109	48
49.	G 10 209	Voltas	spilt			TISS/AC/1/113	49
50.	G10 508/509	Voltas	spilt				50
51.	G10 709/710	Voltas	spilt				51
52.	G10 709/710	Voltas	spilt				52
53.	G10 908	Voltas	spilt				53
54.	Acd-2 2nd floor R.No204	Voltas	spilt				54
55.	Acd-2 2nd floor R.No204	Voltas	spilt				55
56.	Acd-2 4th floor	Voltas	spilt			TISS/AC/1/233	56
57.	Acd-2 C1	Voltas	spilt				57
58.	Acd-2 C2	Voltas	spilt				58
59.	Acd-2 D1	Voltas	spilt			TISS/AC/1/200	59
60.	Acd-2 D2	Voltas	spilt			TISS/AC/1/20	60
61.	Acd-2 R.no.504	Voltas	spilt				61
62.	Acd-2 R.no.504	Voltas	spilt				62
63.	IB server room	Voltas	spilt			TISS/AC/1/98	63
64.	IB server room	Voltas	spilt				64

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4 CONDITIONS OF CONTRACT

4.1 Performance guarantee (Interest free):-

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as performance guarantee in the form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee/ Banker's Cheque from Scheduled bank to be submitted within 14 days from the date of issue of work order or before commencement of work whichever is earlier. The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of final bill by the contractor as per the joint measurement within 60 days.

4.2 Security deposit (Interest free):-

The Security Deposit at 5% of gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor till the sum deducted will amount to Security Deposit of 5% of the tendered value of the work. Security deposit will be returned after completion of defect liability period.

4.3 Measurement and records:-

Vendors shall record all the measurements in standard format. Vendor shall maintain the attendance of workers for any kinds of services and works. Vendor shall click before and after photographs of works at the time of execution. In case of maintenance of plants, installations and machineries (Chillers, AHU, Circulation Pumps, Water pumps and motors, Sewage treatment plant, Solar water heaters, Fire fighting installations, VRF, Split and window AC, Dinning hall equipments, Diesel Generator etc.) vendor shall produce the service and maintenance report. Vendor shall obtain the signature of end user as user satisfaction report in prescribed format.

For Comprehensive/Non Comprehensive Maintenance work contractor shall maintain a work register and shall obtain the sign of end user at completion of work for every visit, register shall include date, executed work, quantity etc. Contractor shall produce the service report of each service as and when asked by Engineer In charge.

4.4 Inspection report :-

Vendor shall obtain the inspection report from Engineer In charge after completion or part completion of work.

4.5 Completion Certificate:-

Vendor shall complete the work in all aspect with desired quality. Vendor shall obtain completion certificate from Engineer In charge before submission of bill.

4.6 Contractor Liable for Damages, defects during defect liability Period:-

Six months in the case of work costing Rs. Ten lacs and below (except road work) and Twelve months in case of work costing more than Rs. Ten lacs. If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road

work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

4.7 Payment on intermediate certificate to be regarded as Advances:-

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

4.8 Advance payment:-

Advance payment is prohibited. Vendor shall claim the full bill amount after successful completion of work or running amount bill for part completion of bill. Whereas advance payment may be granted in exceptional cases with approval of competent authorities.

a) Secured advance on material:- Advance shall be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the

work, whichever is lower, which are in the opinion of the Engineer-in- Charge nonperishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

1) Advance payment to supplier:-Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments for example in the following types of cases :-
   (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
   (ii) Advance payment demanded by firms against fabrication contracts, turn-key contracts etc. Such advance payments should not exceed the following limits :
   (a) Thirty per cent. of the contract value to private firms;
   (b) Forty per cent. of the contract value to a State or Central Government agency or a Public Sector Undertaking; or
   (c) in case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

Vendor may require to submit the bank guarantee against the advance payment. Any other form of security like corporate Indemnity Bond, FDR shall require the approval of competent authority.

4.9 Bill submission & payment:-

In case of running account bills or bills against the Annual rate/maintenance contracts, vendor shall submit the bill on or before the 5th day of the month. Bills submitted after this time frame shall be processed in the next month. Vendor shall be fully responsible for the delay in payment due to late submission of bill.

Vendor shall produce copy of B2B certificate, GST payment challan, Measurements, attendance of labours and supervisors, before and after photographs of work and services, service and maintenance report of plants and machinery etc. along with the invoice. No bill shall be accepted without the attachment of the said documents. In case of Maintenance of plants, equipments and Machineries, report of satisfactory performance indicating no defect in the functioning of any equipments shall be produced with the submission of each bill over the letter head of the vendor. In the event of transfer of annual maintenance contact to the other vendor, The previous vendor shall handover the entire system in working condition to the new vendor. It is the responsibility of the new vendor to check and satisfy themselves for ‘no defect’ and healthy working condition of the plant, machinery, equipment, installation, system etc. Final bill and other payables shall not be settled for previous vendor until satisfactory handover of the system. If previous vendor fails to rectify defects in the system, same will be get rectified through the new vendor and the necessary rectification cost shall be deducted from the final settlement of the previous vendor.

In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

4.10 Warranty and quality of material:-

Any material/ fitting/ equipments to be installed in the institute shall be of ISI mark and IS standards unless and otherwise specified. No lower quality/grade material shall be allowed. Contractor shall surrender the removed material/fitting to Institute. Newly installed material shall be the property of institute and no claims shall be entertained.

Any material provides, delivered, supplied shall cover the manufactures warranty. If the OEM is the bidder minimum warranty shall be of one year. Replacement and repair of any material or installation is complete responsibility of the vendor at no extra cost. Warranty of any material or installation or equipment shall be considered as one year unless and otherwise specified.

4.11 Supply of Water & Electricity:

Water and electricity shall be supplied to the contractor by the Institute free of cost subject to the conditions:

i) The Source of Water and Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.

Ii.) Contractor(s) shall make his/ their own arrangement of water/ electricity / connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer-In-charge.

iii.) Institute do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

4.12 Unrealistic rates and negotiation:-

In case of unrealistic rates submitted by the vendor in any individual item of bid, part of bid or full bid then tender shall be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender shall be disqualified and tender will be rejected.

If the rates quoted by the vendor are too high than the estimated rates or market rates the lowest bidder shall be called for the negotiation. Lowest bidder is expected to be open for the negotiation and to provide best possible revised rate for the individual item of bid, any part of bid or full bid.

4.13 Determination of contract:-

Subject to other provisions contained in this clause, the Engineer-in- Charge may, without prejudice to his/her any other right or remedy against the contractor in respect of any delay, inferior workmanship, any claim for damages and /or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i. If the contractor having been given by the Engineer-in-Charge a notice in writing to

rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman-like manner shall omit to comply with the requirements of such notice for a period of 7 days thereafter.

ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he/she will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Engineer-in-Charge.

iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

iv. If the contractor persistently neglects to carry out his/her obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him/her in that behalf by the Engineer-in- Charge.

v. If the contractor shall obtain a contract elsewhere as a result of wrong tendering or other non-bonafide methods of competitive tendering.

vi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

vii. In case of unlawful activities, use of lower standard material/fittings, inferior work quality, breaks of contract etc.

When the contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in- Charge on behalf of the Registrar, Tata Institute of social sciences (TISS) shall have powers:

a. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract, shall be liable to be forfeited, and shall be absolutely at the disposal of TISS.

b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his/her hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

viii. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions afore said, the contractor shall not be entitled to recover or be paid any sum for any work

thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he/she shall only be entitled to be paid the value so certified.

The contract may be terminated due to administrative reasons specified in writing within a month from the side of the Institute with the issue of written notice.

The contract may be terminated with mutual consent with notice period of two months from the side of vendor and notice period of one month from the side of the Institute.

4.14 Contractor liable to pay compensation even if contract is not determined:
In any case in which any of the powers conferred upon the Engineer-in-Charge under the contract, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in- Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor), use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part.

4.15 Termination of Contract on death of contractor:-
Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of Registrar, TISS shall have the option of terminating the contract without levy compensation to the contractor.

4.16 Work not to be sublet Action in case of in solvency:-
The contract shall not be assigned or sublet without the written approval of the Engineer-in Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf Registrar, Tata Institute of social sciences shall have power to terminate the contract with immediate effect.

4.17 Compensation for delay of work (Liquidity damages):-
If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or justified extended date of completion he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the suitable rates may decide on the amount of accepted Tendered Value of the work for every completed

day / month (as determined). Damage suffered due to stated delay on the part of Contractor, 1% to 10%per month of delay to be computed on per day basis on the accepted tendered value, based on quantum of damage suffered.
Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work.

4.18 Time Extension for delay:-

The time allowed for execution of the works as stipulated in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in contract. If the Contractor commits default in commencing the execution of the work as aforesaid, TISS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely. As soon as possible after the Contract is signed, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) to complete the work as per the mile stones given.

If the work(s) be delayed by:

a. Force majeure, or

b. Abnormally bad weather, or

c. Serious loss or damage by fire, or

d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

f. Non-availability of stores, which are the responsibility of TISS to supplier.

g. Non-availability or break down of tools and plant to be supplied or supplied by TISS or

h. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor`s control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

4.19 Deviations / Variations: Extent and Pricing:

The Engineer-in-Charge shall have power

(i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and

(ii) to omit a part of the works in case of non-availability of a portion of the site or for any

other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in- Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

4.20 Quantity deviation:

1. Deviation means increase or decrease in quantities of agreement items.

2. Deviations up to +/- 10% of agreement quantity will not require any sanction.

3. Items deviating beyond +/- 10% of agreement quantity needs sanction for total deviation (including initial +/- 10%)

All the deviated quantities shall be paid at agreement rates.

4.21 Price deviation:

The completion cost of any agreement for maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation up to 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times of contract amount shall be approved by competent authority with recorded reasons.

4.22 Deviation and Time Extension:

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, will be extended, if requested by the contractor, as follows:

i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value, plus

ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

4.23 Substituted Items and Pricing:

i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

ii. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

4.24 Extra Items:-

Extra items are those which are not available in the contract. In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

4.25 Avoidance of sub-standard work:-

The contractors are required to execute all works according to the specifications laid down, and in a proper workman like manner. The motto of the Department is to maintain quality, speed and economy in cost in the execution of any work. There is no compromise on the quality of work.

When defects/deficiencies crop up during the maintenance period rectifying the same shall be done within the prescribed maintenance period. If the contractor does not rectify the defect or make good the deficiency, the work is got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost.

4.26 Acceptance of sub-standard work:-

In general, sub-standard works should not be allowed to occur, as they reflect poorly on the professional competence of the field staff and adversely affect the image of the Department. Acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works is resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or where in opinion of Engineer In charge, it is expedient to do so. Acceptance of sub-standard work at reduced rates is done only under exceptional circumstances by the Engineer In charge or by the next higher authority. The total value of quantities of items at agreement rate for which the Engineer In charge or the higher official accepts sub-standard work in a contract shall not exceed 5% of the contract value.

4.27 Action in case of work not done as per specifications:

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in- charge, his authorised subordinates in charge of the work and all the superior officers of the Department or any organization engaged by the Department for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his/her authorised subordinates in-charge of the work or his/her subordinate officers or the officers of the organization engaged by the Department, that any work has been executed with unsound, imperfect, or un-skillful

workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to

pay compensation at the agreed rate for this default in such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates. Decision of the Engineer-in- Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

4.28 Suspension of work

TISS reserves the right to suspend the work with one day notice in case of unlawful activities, use of lower standard material/fittings, inferior work quality, break of contract etc. attributed on the part of Contractor. The work shall remain suspended until necessary rectifications are done and further intimation from Engineer In charge. No Compensation shall be given to the vendor for any loss incurred due to suspension of work.

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) On account of any default on the part of the contractor or;

(b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or

(c) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge.

4.29 Foreclosure of contract due to abandonment or reduction in scope of work:

If at any time after acceptance of the tender, TISS shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer- in- charge or competent authority shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site.

4.30 Contractor to supply tools & equipment's etc.:

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer- in-Charge's stores), machinery, tools & equipment's. in addition to this, appliances, implements, other accessories, ladders, cordage, tackle and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting

in the measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing, the same may be provided by the Engineer-in- Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

4.31 Lump sum provision in tender:

When the estimate on which a tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

4.32 Labour laws to be complied by the contractor:

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour Prohibition & Regulation) Act-1998. The contractor shall also comply with the provisions of the building and other Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

4.33 Minimum wages act to be compiled with:

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

4.34 Settlement of Disputes by Conciliation and Arbitration:-

All questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as per the standard arbitration procedures by appointing the arbitrator. The Appointment of arbitrator shall be dependent on amount of claim and other allied parameter.

4.35 Confidential Information:

The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted assignees or

such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, and gift or communicates any such confidential information, and also the component, sub assembly, products, by-products

4.36 Tendered rates to cover overheads and profit:

The rates quoted shall also cover the cost of necessary protection including labour, materials and equipment to ensure safety and protection against risk or accident, compensation for injury to life and damage to property if any, caused by the contractor's operations connected with this work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour and conditions, or any other conditions. No separate claim on this account will be entertained by the Department.

Unless otherwise stated in schedule of quantities, rates for item quoted by the tenderer should be for the complete work including supply and fixing with all materials and should be for all heights and depths, lifts and leads, lengths and widths involved in the work.

The contractor when called for by the Department should furnish detailed rate analysis in support of the rates quoted by him against each item of the tender. The Department reserves the right to utilize the analysis thus supplied in settling the rate of any deviations or claims arising in this contract.

4.37 Claims against the contractor:

Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, Department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security deposit having been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor, under this or any other contract with the Department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay the Department, on demand the balance remaining due department shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of the due audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Department to recover the same from him in the manner prescribed above or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, amount of such under payment shall be duly paid by the Department to the contractor.

4.38 Mode of measurements:

Measurements for all hidden items once taken jointly and so accepted by the tenderer in the bills, in writing shall be final and binding. No re-recording of measurements for hidden items of work will be permitted. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.

All measuring tapes (of steel), scaffolding and ladders which may be required for taking measurements shall be supplied by the contractor. If the contractor fails to accompany the Engineer-in-Charge or his duly authorised person to take measurements, then he shall be bound by the measurements, recorded by the Engineer-in-Charge or his representative.

4.39 Security regulations:

The contractors have to follow strictly the regulations of the Department at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken out from the Departmental premises without proper gate pass, which will be issued by the Engineer-in-Charge to the contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Departmental personnel.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the contractor will have to make application to the Security Department also and keep them informed well in advance. The contractor, his agents, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in-charge of the area, at their sole discretion, may permit. The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the departmental area.

The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions. In addition to the above, other security regulations as may be imposed by the Security authorities / Engineer-in- Charge shall be complied with / observed by the contractor and his workmen, in addition to the above. Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of the observation of the Security regulations.

To take the materials out of the campus for disposal/ replacement it is the responsibility of the contractor to take prior approval and request for a valid GATE PASS for any such material.

4.40 Contractor to keep site clean:

When the works are carried out, the splashes and droppings from white washing, color washing, painting etc. on wall, floors, doors, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer- in-Charge shall give seven days notice in writing to the contractor.

4.41 Integrity Clause:-

a) It is hereby specifically agreed that the firm/vendor/contractor will not pay offer, demand or accept bribes of any sort and that they shall disclose all commissions and similar expenses paid to anybody in connection with the contract.
b) It is understood that violation of the aforesaid clause shall entail sanction, which could include loss or denial of contract, forfeiture of bid or performance security liability for damages, debarment for future contracts. Besides, action in accordance with law and

criminal or disciplinary action against any, employee of the institute, who seek, demands accepts bribes of any sort.

c) The vendor/ supplier /contractor shall declare that they have not been convicted by any court for any have not been formally investigated of a corruption crime and have not/will not resort to bribery or any other form of corruption in the context of the contract.

d) Any misinformation or wrong declaration shall provide the TISS the right to cancel the contract unconditionally.

e) Vendor shall start the work related to part 'A' within the seven days of receipt of work order and shall finish the work within 45 days from the date of commencement of the work.

Signature & Seal of Bidder

5 Standard Conditions

5.1 The contractor shall complete the work within stipulated time frame as per the accepted rates and specifications as and when required basis.

5.2 The entire work shall be carried out by contractor in accordance with the conditions and specifications stipulated in the schedule of quantity/quotation and in the best workmanship manner and as per standard practice.

5.3 Materials required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in quotation and / or conforming to Indian standard specification (latest edition), wherever applicable, and approved by Engineer in- Charge.

5.4 Contractor to quote the rates including all taxes other than GST, Octroi, entry tax and all other taxes. Any other charges incurred by contractor but not payable as per this work order, will not be paid / reimbursed. GST will be paid in addition to the quoted rate soon production of B2B form.

5.5 Any damage to the Institute property will be made good at contractors risk and cost.

5.6 The Institute reserves the right to reject the bad work / or pay for the inferior quality work at reduced rates, as will be worked out by Institute. The Institute's decision in this regard will be final and binding on contractor.

5.7 Space for labour huts will not be provided in campus.

5.8 The Institute will not be held responsible for payment of any compensation to the laborers engaged by contractor .Contractor will pay all compensations etc.including accident compensations due to his laborers.

5.9 Implements / materials required for the work shall be provided by contractor. Institute's property/materials shall not be used by the contractor. A suitable penalty shall be charged if contractor fail to observe this condition.

5.10 Contractor shall follow all safety rules and security procedure that are in force and applicable during execution of work.

5.11 The contractor shall comply with the provisions of all acts, statutes, rules, regulations etc., of the central and state governments the case may be that may apply to his case. And if necessary get himself duly registered as require by the said acts , statutes ,rules ,regulations etc.

5.12 The Institute will not be held responsible for payment of any compensation to the labourers engaged by contractor the labours cannot claim any right for employment in TISS.

5.13 The contractor shall submit he running / final bills. These bills shall be paid after proper and thorough scrutiny by the Institute Engineer after submission of bill.

 Signature & Seal of Bidder

5.14 The contractor shall not at any time cause or permit any nuisance on the site or adjoining areas or do anything, which shall cause unnecessary disturbances or inconveniences to the owner, residents ,guests ,students etc.

5.15 Contract or shall obtain necessary gate pass ; labor tokens from the security officer.

5.16 Contractor shall obtain prior permission for carrying out work on Sundays & holidays.

5.17 In case machine is not repairable in the premise, same shall be carried to your workshop at your own expenses with written permission of competent authority.

5.18 Method of work, specification, mode of measurement and other details wherever not mentioned should be followed as per Indian standard code of practice or as per engineer-in-charge's instructions.

5.19 Contractor shall intimate in advance and obtain prior approval before undertaking any extra items. The rate for such extra items, if approved will be based on calculate of existing market rates.

5.20 If there is any abnormal increase or reduction in quantum of work as mentioned in NIT ,no compensation or extra rate shall be paid on this accounts.

5.21 The owner will be at liberty to cancel some of the items from the contract. In such cases,the contractor cannot claim any compensation or percentage as profit.

5.22 The Contractor shall employ full-time technically qualified staff with adequate experience during the execution of the work.

5.23 The quality, time schedule for completion of work and well behavior with Client,and engineers of this project shall be essential & must for this project.

5.24 This contract shall be deemed to have been made in Mumbai and only the court of competent jurisdiction in Mumbai shall have jurisdiction to determine any question or dispute arising out of the contract.

5.25 On the completion of the works the contractor shall at his own cost clear away and remove from the site all construction material ,equipments, surplus materials ,rubbish and leave the entire site and works clean in a workmanship condition to the satisfaction of the employer.

5.26 Before starting of any work the contractor shall prepare detailed works schedule showing all mile stones in order to complete the work in time and to the satisfaction of Architect/Engineer-in-charge

5.27 Vendor must submit work methodology/method statement & checklist prior to starting the work. Vendor will not be permitted to work unless method statement is approved.

5.28 Safety of the labours is entirely contractor's responsibility.

 Signature & Seal of Bidder

ORGANIZATION INFORMATION

1) Name of Applicant/Firm/Organization:-

2) Address:-

3) Telephone:-

4) E-mail:-

5) GST Registration :-

6) PAN:-

7) ESI &EPF:-

8) Any registration (PWD/CPWD/BMC/any other organization):-

9) Bank Details:-

10) MSME Registration:-

11) Expertise:-

12) Ever worked with TISS:-

Signature & Seal of Bidder

TATA INSTITUTE OF SOCIAL SCIENCES
V.N. Purav Marg, Deonar, Mumbai 400 088

Tender No.: TISSAIRCON24-25

Name of Work: **'Comprehensive Annual Maintenance Contract for Air conditioners (split and window) installed at TISS, Mumbai'**

Technical Bid : Eligibility criteria

Name Of The Tenderer		
Sr. No:	**Description**	**Documents Submitted Online (Required Documents Scan Copies Should be uploaded online) Yes /No**
	Technical Bid : Eligibility criteria	
1	Technical Bid : • Each bidder shall upload following documents including the tender document . Tender submitted without any of the following document will be disqualified from the bid process.	
2	Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders .	
3	Three **similar completed works**, each costing not less than the amount equal to 40% of estimated cost put to tender, **or** Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender **or** One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.	
4	**Turnover:** Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.	
5	**Profit/Loss :** The bidder should not have incurred any loss (profit after tax should be positive)in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant .	

Signature & Seal of Bidder

6	**Solvency Certificate:** Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).	
7	Notice Inviting Tender (NIT) along with all the conditions, terms of contract and bidder's instructions duly signed by the bidder.	
8	List of Clients and on-going projects during last 3 years.	
9	Earnest Money deposit of Rs23,000/= (interest free)	
10	PAN Card copy.	
11	GST registration copy.	
12	The documents regarding the satisfactory performance of works, list of completed and ongoing works, personnel, establishment, plant, equipment, Registration certificate of CPWD, PWD, PSU, Government organizations, BMC, empanelment letter of reputed organizations/ institutions etc. may be incorporated.	

Vendor Address and Contact:-

Signature & Seal of Bidder

TATA INSTITUTE OF SOCIAL SCIENCES
V.N. Purav Marg, Deonar, Mumbai 400 088
(A Deemed University under Section 3 of the UGC Act, 1956)

FINANCIAL BID

Tender No.: TISSAIRCON24-25

Name of Work : 'Comprehensive Annual Maintenance Contract for Air conditioners (split and window) installed at TISS, Mumbai'

Name of the Firm/Bidders	

Please Enter the Full Firm/Bidders Name in above cell To Quote Rate

Sr.No.	**Description**	**No. of Quartets**	**Quarterly Charges**	**Amount**
1	Charges for 'Comprehensive Annual Maintenance Contract for Air conditioners (split and window) installed at TISS, Mumbai' as per the scope of work mentioned in the tender.	4		
	Total :			0.00
	9% SGST			0.00
	9% CGST			0.00
	Sub Total			0.00

Vendor Address and Contact:-

Signature & Seal of Bidder