

# **MALABAR CANCER CENTRE**

(An autonomous centre under Government of Kerala)

KODIYERI, MOOZHICKARA (PO)

**THALASSERY**

E-mail: [mcctly@gmail.com](mailto:mcctly@gmail.com) website: [www.mcc.kerala.gov.in](http://www.mcc.kerala.gov.in)



## **TENDER**

**FOR**

**C&MC OF AIR CONDITIONERS  
IN MCC -69TR)**

**(DUCTABLE & PACKAGE UNITS)**

# **MALABAR CANCER CENTRE**

KODIYERI, MOOZHICKARA (PO)  
THALASSERY

NAME OF WORK : CAMC OF AIR CONDITIONERS IN MCC – 69 TR  
( DUCTABLE&PACKAGE UNITS)

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Signature of the Contractor

DIRECTOR



## MALABAR CANCER CENTRE

(an autonomous centre under Govt. of Kerala)

Moozhikkara (PO), Thalassery, Kannur-670 103

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No: MCC/ES/AMC-AC/20-21/

28-02-2020

### TENDER NOTICE

Competitive tenders are invited from the registered experienced agencies/dealers for the CAMC of Air conditioning units in MCC -69 TR ( ductable/ Package units) as per the details given below.

SI No	Name of work	EMD	Tender submission
1	CAMC of Air conditioning units -69 TR (Ductable/Package)	2.5% of the quoted amount	Rs 500/- + GST @18%

The due date for tender submission is **15.00hrs on 18-03-2020** and will open on the same day **15.30 hrs** at the Office of the Engineer. The Director, MCC reserves the right to accept or reject any or all tenders without assigning any reasons and the right to change the dates without assigning reasons. For details and down load tender document visit [www.mcc.kerala.gov.in](http://www.mcc.kerala.gov.in) or contact our Engineering Department.

Sd/-  
Director

FORM OF TENDER

To  
 The Director,  
 Malabar Cancer Centre,  
 Moozhikkara (PO), Thalassery.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and have visited the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in this pricing schedule and in accordance in all respects, with the specifications, designs, drawings and instructions in writing referred to in the Articles of Agreement, the pricing schedule and conditions of contract and with such materials as are specified by and in all other respects in accordance with such conditions in the pricing schedule and conditions of contract so far as applicable.

MEMORANDUM

1. Name of the work	CAMC of Air conditioning units (Ductable & Package units) in MCC -69 TR
2. Earnest Money Deposit	2.50% of the Tendered Amount
3. Security Deposit	2.50% of the contract Amount
4. Retention Money	Not applicable
5. Contract period	The contract is valid for a period of three year from the date of executing the agreement

All the above works shall be carried out simultaneously.

Should this tender be accepted, in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions of the tender annexed hereto or in default thereof to forfeit the EMD.

A sum of Rs.----- (Rupees ----- only)  
 is hereby forwarded as Earnest Money in the form of Bank Draft No.....  
 dated.....drawn in favor of .....  
 ..... This amount is not to bear any interest.

I/We undertake and agree to abide by this tender until ninety days from the due tender date and we shall keep the tender open till the expiry of the said ninety days.

I/We agree that you are not bound to accept the lowest or any tender you may receive and also that you may split the complete work and award the split works to two or more tenderers as you deem fit.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement this tender together with your written letter of

Signature of the Contractor

DIRECTOR

acceptance there to and the order authorizing me / us to start the work shall constitute a binding contract on me/us.

I/We enclose herewith the latest Income Tax clearance certificate dated ..... issued to me/us by .....

Our Bankers are: (Name & Address)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

The name of Directors/Partners of our Company/Firm and their designations are

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

The name of the Director/Partner of our Company/Firm authorized to sign is :

.....  
OR

Name of person having Power of Attorney to sign the contract is:-

-----

(Certified copy of the Power of Attorney is attached hereto)

Yours faithfully,

Signature of the Tenderer

Place:

Date: The ..... day of ..... 2020 .....

-----

Signature of witness (with address)

Signature of Tenderer

-----

-----

Name

- 1. \_\_\_\_\_

- 2. \_\_\_\_\_

Signature of the Contractor

DIRECTOR

**Articles of Agreement**

This agreement entered into this .... day of ..... 2020 between Malabar Cancer Centre established by a charitable society registered under the societies Registration Act 21 of 1860 with registration No.309/1997 and is controlled by the Department of Health and Family Welfare , Government of Kerala having its registered office at Kodyeri, Moozhikkara (PO), Thalassery – 670111 (hereinafter referred to as MCC which expression shall include its administrators, successors, executors and assignees) through its Director of the one part and M/s ..... (hereinafter referred to as the CONTRACTOR which expression shall include its administrators, successors, executors and permitted assignees) of the other part.

Where as the MCC is desirous of getting the work of “ ..... **Comprehensive Annual Maintenance Contract of the Air Conditioning Systems in MCC-69TR**” (hereinafter called the WORK) done and had invited offers for this work.

AND Where as M/s ....., had offered a proposal to take up the above work and MCC accepted their aforesaid proposal and awarded the work to ....., on terms and conditions contained in its letter of acceptance No: MCC/ES/..... dated ..... and the documents referred therein, which have been accepted by .....resulting into a contract.

NOW, THEREFORE THIS DEED WTNESSETH AS UNDER:

**Article 1**

MCC has awarded the contract to ..... for the work of “..... Annual Maintenance Contract of the Air Conditioning Systems in various sections” on terms and conditions contained in its acceptance letter No: MCC/ES..... dated ....., and the documents referred to therein. **The contract period is for three year from .....to .....** The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “contract documents” referred to in the succeeding article.

**Article 2**

The contract shall be performed strictly as per the terms and conditions stipulated in the following documents (herein after referred to as “contract documents”)

- 1.MCC’s letters of award of the work No: MCC/ES/CAMC/..... dated .....

All the aforesaid contract documents and the rules / regulations laid down by the Government of Kerala from time to time shall form an integral part of this agreement, in so far as the same or any part there of conform to the agreement conditions of the Government of Kerala and what has been specifically agreed to by the MCC in its Letter of Acceptance. Request

Signature of the Contractor

DIRECTOR

for deviation of terms and conditions and enhancement of rates once accepted will not be considered except where MCC have expressly agreed in writing for any deviation / variation from the agreed terms & conditions under specified circumstances. Conditions of WORK or other special terms and conditions, if any, printed on the quotation sheets of the

CONTRACTOR or attached with CONTRACTOR's proposal or any other letter or paper from the contractor will not govern this contract nor bind the MCC in any manner whatsoever unless such terms have been expressly accepted by the MCC in writing. Any matter inconsistent there with, contrary or repugnant there to or any deviations taken by the CONTRACTOR in their "proposal" not agreed to by the MCC (in its Letter of Acceptance) or any letter contrary to the terms of the contracts shall be deemed to have been withdrawn by the CONTRACTOR. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the 'AGREEMENT'.

#### **Article 3**

The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes wherever applicable and all other terms and conditioned are contained in the aforesaid contract documents. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence. Any modifications of the agreement shall be effected only by an instrument signed by the authorized representatives of both the parties.

#### **Article 4**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, either during or after the WORK or after termination, abandonment, or breach of the contract or as to the interpretation of the provisions of the contract or as to any matter or thing arising there under except as to matter left to the sole discretion of the MCC under the clauses of the contract, such dispute or difference shall be referred to the civil courts of Thalassery and the jurisdiction of such matters will be continued to Thalassery courts only.

#### **Article 5**

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties there to if delivered against acknowledgement due addressed to the signatories at the address mentioned here above.

**Article 6**

All payments due to the CONTRACTOR under this agreement shall be only by crossed "Account Payee" cheques drawn in favour of the CONTRACTOR on submission of bill / stamped pre-receipted invoice. The GST Registration Accounting Code and PAN should be mentioned in all invoice/Bills.

**Article 7**

TDS under the Income Tax Act and Tax on works contract as per KGST/CGST Act and other statutory levies, if any applicable from time to time will be deducted from CONTRACTOR's bills before releasing payments.

In WITNESSES WHERE OF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month, and year first above mentioned.

Signature of CONTRACTOR

Signature of MCC

Name & Designation

Name & Designation

CONTRACTOR'S stamp

MCC's stamp

In the presence of

In the presence of

1.

1.



GENERAL CONDITIONS OF CONTRACT

1. **The sealed Tenders superscripted thereon the name of work mentioned above and addressed to the Director, Malabar Cancer Centre, Thalassery. The Tenders should be submitted through Registered post only and the Courier Services will not be accepted.** In the event of the tender submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian Partnership Act. Each and every signature given shall be separately witnessed. A Contractor or Contractors who himself/themselves has/have tendered or who may tender for the same work shall not witness the tender of another person for the work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tenders liable for summary rejection.
  
2. The tenderer must quote his rate only on the proper form of the tender, both in figures and words and both in decimal coinage in the respective spaces provided therefore. Special care is to be taken to write the rates in figures and words in such a way that no interpolation is possible. Erasures and alterations must be avoided. But if made unavoidable while pricing the bills of quantities, the wrong figures and words must be neatly scored out under the initials of the tenderer and the correct figures and words neatly rewritten but not overwritten. **Overwriting is not permitted.**
  
3. In the case of figures, the word 'Rs.' should be written before the figures of rupees and the word 'P' written after the decimal figures eg. Rs.2.15 P. In the case of words, the word 'Rupee' should similarly precede and the words "paise only" should be written at the end, closely following each rate and amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only": The amount should invariably be up to two decimal places.
  
4. Tenderers are required to send for discussions/ negotiations a properly authorized representative with a power of attorney, when called for negotiations. In case of more than 3 bidders, the lowest quoted 3 bidders may be called for negotiations. However the final decision to call more / less bidders for negotiations shall be vested with the Director.

The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision, The tenderer shall furnish the following details while submitting his tender:

- i) The names of manufacturers of equipments/ components, specialized items such as **Air conditioning**, insulating materials, etc. which he proposes to use in the work.ii)the makes and types of fittings, materials, subject to the makes and types as stipulated in the specifications, which he proposes to use in the work;
  
- iii) The rates quoted in the bills of quantities shall, unless specified otherwise, be deemed to be for finished work in-site, item by item as provided for, and shall include cost for all necessary material and labour, all necessary incidental charges for such as water, electricity, tools and plant and machinery, sheds, marking out, clearing site, etc. and for all taxes, octroi, excise and any other tax or duty levied by Government, Central, or Local Authority, if and as applicable.

Tenders submitted shall remain open for acceptance for a period of ninety days from the due date of its submission. Should any tenderer withdraw his tender before the expiry of the said period, makes modifications to his tender which are not acceptable to the Employer or refuses to execute the agreement within a stipulated time after the issue of the work order by the Employer he shall be liable to forfeit the EMD furnished by him.

The Employer does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assigning any reason whatsoever. Further, the Employer reserves the right to award any component of the project or group or of components to tenderers or to award the entire work to one tenderer.

Any tender which purports to alter, vary or omit any of these conditions is likely to be rejected. The work shall be carried out under the directions, supervision of and approval in all respects by the Employer. Transfer of tender documents purchased by one intending tenderer to another is not permissible. The work or any part of it shall not be transferred, assigned or sublet without written consent of the Employer.

The Contractor is required to comply with all Acts of Government relating to labour and the Rules and Regulations made there under from time to time and to submit at the proper time of particulars and statements required to be furnished to the other Authorities.

Tax: The Contractor shall add to the amount of his tender, the amount of service tax on contract which are legally payable and it shall be assumed his rates cover all the above and no claim on this account will be entertained. The applicable Labour Welfare Act also deemed to be included in the Pricing of the tender. Tenderer shall maintain due records in respect of the above.

Income Tax: Income tax deductions will be made in the Contractors bill as per the income tax act, based on the bill value.

Signature of the Contractor:

Name	:	.....
Designation	:	.....
Address	:	.....
Date	:	.....

SPECIAL CONDITIONS OF CONTRACT

1. Contractor should attach last 5 years experience as prequalification for the tender ( Submit Experience certificate/Work order especially in a 200 bedded hospital
2. Contractor should inspect the site before submitting tender
3. The work should be carried out as per Standard specification and the direction of Engineer-in charge.
4. The contract shall be valid **initially for three years from the date of signing the agreement** subject to continuous satisfactory performance. The period of the contract can be extended for further one year/more at the discretion of the Competent Authority, on terms and conditions of the hospital . Even though the contract period is for three year Director reserves the right to cancel the contract after six month if the service of the agency was not satisfactory or the period of the contract can be extended for further one year/more at the discretion of the Competent Authority, on terms and conditions of the hospital
5. The quoted rate is net inclusive of all taxes, duties, levies and other statutory liabilities and shall remain firm during the currency of the contract. Extra claim in these lines will not be accepted under any circumstances. You alone shall be liable to pay income tax, sales tax, service tax, tax on work contract as per KGST/CGST acts and such other statutory liabilities, if any applicable from time to time.
6. Since the comprehensive Annual maintenance contract amount is inclusive of the cost of the spares except cost of compressor, tenderer should submit the cost of various capacity Compressors rate along with tender and finalize the rate before entering into Comprehensive maintenance contract In case any part replacement required genuine parts should be used Invoice of the same should be submitted
  1. Scope of the contract covers the periodical and breakdown services of the all air conditioners mentioned in the list( Annexure - 1) including ducts, booster fans etc (the entire System). Number of visits for the periodical servicing is 6 (once in two months) per each equipment. The number of visits for the breakdown is as per the requirement in addition to periodical visits. Scope of the contract covers the
    - a. Refrigerant top up if required
    - b. Providing /repairing remote control units/switches wherever necessary
    - c. Regular scheduled water servicing for Condensers and Evaporator units using pressure pump
    - d. Regular checking and monitoring the suction pressure ,Discharge pressure,Voltage Ampere and room temperature and should be mentioned in the log book
    - e. Rectification of Thermostat
    - f. Lubrication for all moving parts
    - g. Replacement of bearing if necessary
    - h. Winding insulation testing and varnishing if necessary,
    - i. Providing thermal insulation wherever necessary
    - j. Compressor performance testing ,
    - k. Testing ,servicing and repairing of electrical installation of Air Conditioners including replacement of capacitors, contactors, nuts and bolts, fan motors etc
    - l. Regular servicing of Filters and temperature Calibration
    - m. Number of visits for the periodical servicing is 6 (once in two months) per each equipment and service report should submit to Engineer. The number of visits for the breakdown is as per the requirement in addition to periodical visits
    - n. Depute one authorized service technician exclusively for MCC site -6 days in week
    - o. Initial servicing and complete overhauling within 15 days from the date of executing agreement
    - p. Air tighten the ducts with thermo coal for saving energy
    - q. Providing false ceiling where ever required,

Signature of the Contractor

DIRECTOR

- r. Rectification of copper pipe insulation including insulation material
  - s. Repainting of all corroded parts of Air conditioning units
7. Payment: Payment will be released in two equal installments. First installment will be released after successful completion of first periodical servicing ,execution of agreement and on submission of bill, second installment will be released after successful completion of the contract period of one year for each years. Payments shall be only by crossed "Account Payee" cheques drawn in favour of the firm on submitting bills/ invoices.
  8. The GST Registration, Accounting Code and PAN should be mentioned in the TENDER
  9. The tenderer shall conduct successfully and satisfactorily the service of the equipments and the service report is to be submitted to our Engineer. Officials/Service personnel deputed/authorized by you for the job/service shall have to take the instructions from our Engineer/ Supervisor, who will record the observations in the log book/defect register and acknowledge in the register. At the end of the work, Engineer/Supervisor of Malabar Cancer Centre will sign the service card/report.
  10. Spares: The maintenance contract amount is **inclusive** of the cost of the spares except cost of compressor. The spare/consumable list required to be replaced during the periodical servicing/breakdown servicing is to be submitted along with tender and approval has to be taken assessed in the presence of our Engineer/Supervisors and the same is to be used. Genuine spares recommended by the manufacturers only should be used. In the case of any new spare brought to site, it will be mandatory on your part to get it approved by our Engineer / Supervisors before it is replaced and the invoice of the same shall be submitted
  11. Breakdown maintenance: As the equipments are very essential and important, the breakdowns are to be attended immediately (within 6 hours) on intimation from Malabar Cancer Centre. Communications of breakdown will be sent by fax/ courier/ e-mail and also by phone. On confirmation of receipt of message on breakdown, if the work is not attended within one day, a fine of Rs.200/- per day will be charged from the 2<sup>nd</sup> day onwards till your Engineer/ Technician attend the installation. If the work is not attended, despite charging fine for one week, work will be got executed by MCC at your risk and cost. All co-operations must be ensured to enable us to get the breakdown claims from our insurer, if any replacement/repair is required.
  12. The quotation should be an unconditional one and the quotationers are not permitted to impose any of their conditions, stipulations, alterations, commissions, and instructions, specify any terms for executing the work under this contract other than those specified herein. A conditional tender is liable to be summarily rejected
  13. This is MCC's right to select AMC/CAMC.
  14. Interpretation of Clauses
    - i) In construing these conditions, the specifications, schedule of quantities, and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
    - ii) Headings and marginal notes in the conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
    - iii) Where the context so requires (i) words importing persons include firms corporations and (ii) words importing the singular only also include the plural and vice versa.
  - a) Employer shall mean Malabar Cancer Centre Society, Moozhikkara PO, Thalassery, Kerala, their officers and executives and shall include them/their legal representatives, permitted assigns, or successors.

- b) Contractor shall mean the person, firm or company whose tender is accepted by the Employer and includes his / their legal representatives, permitted assigns or successors.
- c) Site shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted for use for the purpose of carrying out the contract.
- d) The contract or this Contract shall mean the tender documents comprising the notice inviting tender, form of tender, the tender conditions, the drawings, and priced bills of quantities, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any, the specifications, designs, drawings and instructions, issued from time to time by the Employer and all these documents taken together are deemed to form one contract and shall complementary to one another.
- e) Act of Insolvency shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Insolvency Act or any Act amending such original.
- f) Net Prices in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item, a similar percentage or proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

46. Safety Measures

- a) All the staff working at site will wear safety helmets.
- b) All electrical equipments used by the Contractor will have double earthing and will be connected through an ELCB.
- c) No temporary electrical connections with loose wire will be permitted. For all the electrical connections, proper sockets and plugs will be used and wiring / cabling clamped.
- d) Electrical hand tools like drilling machines will be of 220 Volts type.

**47. The Price quoted should be included the charges for deputing** one authorized service technician exclusively for MCC site -6 days in week

**48. Cost of ,2.5 Tr,3Tr, ,5.5Tr compressors should submit along with tender**

<b>MALABAR CANCER CENTRE THALASSERY</b>				
<b>BILL OF QUANTITY</b>				
Name of work :- CAMC of Air conditioning units (Ductable/Package ) in MCC - 69 TR ( Ductable/Package)				
SL NO	DESCRIPTION	AMOUNT in figures & words		
		1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR
1	CAMC rate of 69 TR Air conditioning units (without compressor) in MCC( Rate inclusive of all taxes)			
	Cost of COMPRESSORS  2.5TR  3.0TR  5.5 TR  (Mention the warranty of compressors)			
<b>DECLARATION</b> I ..... here by agree to execute the above works as per the rate quoted above. I have read all the terms and conditions in the Quotation schedule and also admit unconditionally that if at any stage the above conditions are found to have been contravened, my bill will be forfeited and the contract entered in to the will stand cancelled.				
Place: ..... Signature of Tenderer: ..... Date: ..... Name : .....  Address :.....				

Signature of the Contractor

DIRECTOR