



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

TISS/AMC-SWH/2020

28 Feb 2020

**NOTICE INVITING TENDER FOR 02 YEARS COMPREHENSIVE  
MAINTENANCE CONTRACT OF SOLAR WATER HEATERS IN TATA  
INSTITUTE OF SOCIAL SCIENCES, MUMBAI**

The Tata Institute of Social Sciences(TISS) invites sealed bids from established, reputed and experienced firms for 02 years Comprehensive Maintenance contract of Solar Water Heater in Tata Institute of Social Sciences, Mumbai. Details of the services required and other terms and conditions relating to the award of Contract are given in Annexure-I.

2. Tender Document is available on the website of the TISS i.e. [www.tiss.edu](http://www.tiss.edu). The intending bidders may download the tender document containing the terms and conditions and submit the same.

3. All interested service providers are requested to submit their sealed quotations as per prescribed format to this office on or before 1700 Hrs. of .  
**12.03.2020.**

4. For any queries, please contact. Mr.Koli - **022 25525216**,  
Mob: **9867680027**.

## **ANNEXURE - I**

### **TERMS & CONDITIONS**

1. Last date & time of receipt of Quotations : 12.03.2020  
1700 Hrs.
2. Place of Submitting quotations: Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai-400 088.
3. Tenderers shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working condition is not payable.
4. **Scope of work:** The Contractor shall undertake Service of the entire system four time in a year and will repair the system and replace spares as per the requirement to keep the system operational at all time.
5. **Validity of the contract:** The period of contract shall be for two year from the date of award of contract. In case of any non-compliance with regard to the work during the period of contract, TISS reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.
6. **Earnest Money Deposit** Earnest money of Rs. 5, 000/- in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or online payment in favour of "Tata Institute of Social Sciences" payable at Mumbai must accompany the tender. Earnest money is liable to be forfeited, if the contractor selected for the work fails to sign the formal agreement within 07 days from the date of issue of work award letter. Earnest Money Deposit of unsuccessful bidder shall be returned after a decision on the tender is taken. EMD of successful bidder will be returned after receiving the Performance Security. No interest will be paid by "TISS" on the Earnest Money Deposit.
7. **Performance Security:** The successful bidder shall be required to deposit an amount equal to 5% of the total value within 07 days of issue of letter of intent as Performance Security. Performance security shall be submitted in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or online payment in favour of "Tata Institute of Social Sciences" and shall be valid for a period of 24 months. Performance Security will be discharged after completion of contractor's performance obligations under the contract. If the

contractor fails or neglects any of his obligations under the contract, TISS reserve the right to forfeit either whole or any part of Performance security furnished by the bidder as penalty for such failure.

**8. Eligibility conditions:**

- (a) The agency/firm should have experience in the relevant field and must have done such services for various reputed organizations/departments of Government of India/Public Sector Undertakings/statutory bodies/MNCs.
- (b) The agency/firm should be registered under GST (copy to be attached)
- (c) The firm/ agency should not be blacklisted from any organisation.
- (d) The firm should be based in Mumbai or should have service contract of solar water heater system in Mumbai. In this regard, Interested firm will have to attach supporting document.

**9. Responsibilities of the Firm/Agency:** All complaints must be attended to within 24 hours after reporting by the institute staff failing which will invite a penalty as follows:

- (i) Attending to complaint between 24 hours to 48 hours of intimation - Rs. 500/-
  - (ii) Attending to complaint between 48 hours to 72 hours of intimation- Rs.1000/-
  - (iii) Attending to complaint beyond 72 hours and every 24 hours beyond 72 hrs- Rs. 2500/-
- (a) If contractor is not able to rectify the fault in 96 hours, then the same defect may be rectified through some other agency at the risk and cost of contractor. The amount will be deducted from AMC bill in addition to the penalty as stipulated above will also be imposed. However, the decision of the TISS in this regard shall be final and binding.
  - (b) In case the component of the Solar Water Heaters is not repairable within the Office, the same shall be carried to your workshop at your own expenses with written permission of competent authority. The units carried to the workshop shall be repaired within two days failing which TISS shall be free to impose penalty @Rs.500 per day.
  - (c) Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Institute from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
  - (d) It may be ensured that parts of authorized brand should only be used for repairs and replacement. If it is found at a later stage that sub-standard /inferior quality items are used during the AMC, necessary action will be taken against such firms, including forfeiture of their Performance Security and debarring them for quoting future tenders.

10. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instruction herein before mentioned and as to the quality of the work, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract,

specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director of Tata Institute of Social Sciences and if he is unable or unwilling to act to as the Sole Arbitrator or some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the Arbitration Act, 1996 or any subsequent amendments of enactment thereof for the time being in force, conclusive and binding on all parties of the contract.

11. **Payment:** Payment to the selected agency will be released after every **SIX months** on completion of the service. In case of any issues with regard to the work, necessary penalty will be deducted as per the terms and conditions mentioned in the contract before releasing the payment.

12. TDS and any other Government levies applicable shall be deducted on bill amount as per Government of India instructions issued from time to time.

13. TISS does not bound to accept the lowest tender and reserve the right to accept or reject any or all the Tenders.

To,

Tata Institute of Social Sciences,  
V. N. Purav Marg, Deonar,  
Mumbai - 400 088.

Dear Sir/ Madam,

**SCHEDULE OF ITEMS**

<b>SNo.</b>	<b>Particulars of Items</b>	<b>Qty</b>	<b>Cost of CMC of 08 systems</b>	<b>GST</b>	<b>Total Cost</b>
1.	02 year Comprehensive Maintenance Contract of Solar water heater system in Tata Institute of Social Sciences.	08			

Signature of the Contractor \_\_\_\_\_  
Name of the Contractor \_\_\_\_\_  
Firm Name \_\_\_\_\_  
GST Details \_\_\_\_\_

## **UNDERTAKING REGARDING BLACKLISTING**

It is hereby certified that, I/we \_\_\_\_\_ are not blacklisted by Govt. of India & its undertaking as on date. The Firm will immediately inform to Client in case of any change in the situation any time here in after.

Place: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

Seal:

Signature of Authorized Signatory

Name: \_\_\_\_\_

Designation \_\_\_\_\_