



**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH &
EDUCATION IN CANCER (ACTREC)**

Kharghar, Navi Mumbai-410210

Tel : Direct : 27405009 / 64511938 Fax : 27405012

E. Mail : pbaburaj@actrec.gov.in, engineering@actrec.gov.in

NAME OF WORK:

***Supply of Engineering Materials for Engineering
Services at ACTREC***



Engineering Services

Second Floor, 204-212, Khanolkar Shodhika,

Phone – 27405000/ 27405009

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)

Tender Ref. No. ACTREC/Engg/RJD /Engg Material/Contract/LT-18/2018

**Sub: Supply of Engineering Materials for Engineering Services at
ACTREC**

LIST OF DOCUMENTS

Sr. No.	Documents to be Submitted	No. of Pages
Envelope-1: Technical Bid.		
1	E.M.D. for Rs. 10,000/-	
2	Facia page	1
3	List of Documents	2
4	Notice Inviting Tender	4 to 8
5	Special Conditions of Contract.	9 to 12
6	Undertaking from Contractor.	13
7	Vender Details, Compliance Form, Terms & conditions.	14 to 16
8	Book containing Conditions of Contract	80
Envelope-2 : Financial Bid		
9	Schedule of Quantity	17-41
	Total pages	104 Nos.

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

**Name of work : Supply of Engineering Materials For Engineering Services
at ACTREC**

Earnest Money Deposit : Rs. 10,000/-

Estimated cost of work : Rs. 4,80,000/-

Cost of Tender Documents : Rs. 500/-

Sale of Tender : 30/08/2018 to 15/09/2018 up-to 5.00 pm

**Last date of submission of
Tender Papers (Technical bid and
Price bid in separate sealed covers) : 18/08/2018 up to 3.00 pm**

**Opening of Tender Papers
(Technical bid) : 18/08/2018 at 3.30 pm**

**Opening of financial bids : will be communicated after screening
the Technical Bid by the committee
authorized by Director ACTREC**

**TATA MEMORIAL CENTRE
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Tender Ref. No. ACTREC/Engg/RJD /Engg Material/Contract/LT-18/2018

Dt: 30/08/2018

M/s. _____

Notice Inviting Tender

Sealed Quotations are invited from competent agencies for carrying out the below mentioned work, which will be received by Engineering Services, Tata Memorial Centre, ACTREC, Kharghar, Navi Mumbai – 410210. A blank copy of ‘Schedule of quantity’ is enclosed herewith and requested to submit your offer before due date and time.

Sr. No.	Name of Work	Approx. Cost (Rs.)	E.M.D. (Rs.)	Completion Period	Cost of Tender (Rs.)
1.	Supply of Engineering Materials For Engineering Services at ACTREC	Rs. 4,80,000/-	Rs. 10,000/-	Ten Months	Rs. 500/-

Engineering Services may be contacted between 10.00 a.m. to 5.00 p.m. on any working day for clarification, if any.

SALE OF TENDER:

Tender documents can be obtained from the office of Engineering Services from **30/08/2018 to 15/09/2018** by paying Rs. 500/- (Non-refundable) towards the cost of documents or can be downloaded from our website www.actrec.gov.in by enclosing demand draft payable at Mumbai in the name of Tata Memorial Centre, ACTREC for Rs. 500/- in the Technical bid.

The tender documents should reach the Officer In-charge, Engineering Services, Tata Memorial Centre, Advance Centre for Treatment, Research & Education in Cancer (ACTREC), Kharghar, Navi Mumbai – 410210 up to 15.00 hrs **18/09/2018** Techno-Commercial bid will be opened on same date 15.30 PM in the presence of tenderers. In case the last date of sale/date of receipt/date of opening of tender declared as holiday, respective dates shall be treated as postponed to the next working day correspondingly.

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

TERMS AND CONDITIONS FOR SUBMISSION OF TENDERS

A. Instructions to tenderers while Purchasing

1. Each set of Tender documents shall be serially numbered and signed by any officer authorized by Director. The Tenderer should check the documents. If there are any lapses, the Tenderer should immediately report the fact to the issuing Officer for its rectification.
2. The original money receipt obtained for payment of Tender Papers should be carefully preserved and should be enclosed in Original at the time of submission of tender papers along with Technical Bid or Demand Draft in case downloading from web site.

B. Instructions to tenderers while submitting the Tender Papers.

1. All papers submitted with the tender and the tender itself should bear the signature of the tenderer in every page.
2. Capital letters should be used in filling up of the tender form and should be neatly typed.
3. All corrections, additions, alternations in the tender documents shall be authenticated by initial / signature of the tenderer.
4. Rates should be quoted on the prescribed tender form. The rates offered should be written in figures and no erasing or overwriting shall be entertained.
5. All information in this tender document shall be in English only.
6. The rate to be quoted should be F.O.R. destination. The rate should be quoted in Indian currency only.
7. The tenderers must quote the rates of the items for which they have been specifically asked for as per tender schedule. Tender containing clerical error / typographical error / arithmetical mistake (s) may be liable to be rejected.
8. The tenderers shall quote the basic rates in the format enclosed in scheduler quantities. Any applicable taxes/statutory levies such as CST, VAT, ST, Entry Tax, Octroi should be quoted separately.
9. One rate shall be offered for the item. Submission of multiple rates against the item shall be rejected.
10. No tender will be considered unless product catalogue and information Brochure for the item is offered, if specified.
11. Copy of the certification of incorporation should be furnished in support of the firm being registered under the companies Act and documents shall be sign by the authorized person.
12. Each page of the tender documents besides the places specified shall be signed by the tenderer with seal and signature.
13. Offers shall be addressed to the Director, ACTREC and super scribing name of work should be inserted the Tender Box.
14. Tenders sealed and superscribed as above may also be sent by registered post addressed to the above authority so as to reach by the due date and time. The tenderers delivered or sent otherwise as stated above will be at the risk of the Tenderer. The tender which is received after the time and date specified above is liable to be rejected.
15. The tenderers shall quote rates which shall remain valid for acceptance by ACTREC for a period of 12 months or stipulated time limit as mention in the tender

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

documents from the date of approval or till the next tender is finalized whichever is earlier and shall not be subject to any revision for any reason whatsoever. Failure to supply item in case of revision of price will debar the firm from participation in future tenders of the Department.

16. All tenderers including manufacturer or supplier should furnish up-to-date Income Tax Return, VAT Clearance Certificate, Manufacturing License, DIC & DGS & D Registration Certificate, if any.

DEPOSIT OF EARNEST MONEY (EMD)

EMD is required to be submitted in name of 'Tata Memorial Centre, ACTREC', by way of Demand Draft / Pay Order / Cash. In case EMD is deposited in cash, copy of the same must be enclosed in Technical bid. Quotation which is incomplete or not accompanied by EMD as specified above will not be considered. Cheque will not be accepted as EMD. EMD of successful bidder will be adjusted to Performance Security and will be released after completion of work. The tenderer shall not be entitled to any interest on EMD. EMD will be forfeited if the tenderer withdraws the tender after opening of Technical Bid of the Tender or not executed the work after issuing work order.

SUBMISSION OF TENDER:

The quotations are to be submitted in sealed envelope subscribed **“Supply of Engineering Materials for Engineering Services at ACTREC”**

The tender should reach the Engineering Services, Tata Memorial Centre, Advanced Centre for Treatment, Research & Education in Cancer (ACTREC), Kharghar, Navi Mumbai – 410210 up to **18/09/2018** and the same will be opened **at 3.30 p.m.** on the same day in the presence of tenderers or their authorized representative, who would like to be present.

Contractors are requested to sign the Terms & Conditions and special directions to the contractors and submit along with the tender in Technical Bid in token of acceptance.

The Tenders are to be submitted in two parts (Part I – Technical Bid and Part II - Financial Bid) and each part being put in separate sealed cover and both sealed covers placed in a third sealed envelope superscripted as **“Supply of Engineering Materials for Engineering Services at ACTREC”** and enclose the following requisites.

A) FIRST ENVELOPE CONTAINING –

Financial Bid (Part-II) - Rates are to be filled in by the firm in attached format/blank schedule quantity only to arrive total expenditure for contract tenure as per the stipulated time period mentioned in the Tender documents. It may please be noted that inadequate/incomplete offer will not be considered for awarding a work order. Deviation from the schedule quantity in the offer of the Tenderer will disqualify for award of work.

B) SECOND ENVELOPE CONTAINING-

Technical Bid (Part-I):

- 1) Vendor Details:
 - a) Name of establishment
 - b) Address

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

- c) Telephone No.
 - d) Fax No.
 - e) E-mail address
 - f) Contact person:
 - i) Name:
 - ii) Designation:
 - iii) Telephone No:
 - g) Type of establishment:
 - h) Constitution of Company:
 - i) Name of Partners:
- 2) Book with conditions of contract NIT documents sealed and signed on all pages.
 - 3) Latest I.T.C.C.
 - 4) Latest Bank Solvency certificate.
 - 5) Registration certificate, sales tax certificate etc if any.
 - 6) PAN, VAT, CST, Service tax GST registration Nos.
 - 7) Proof of registration in reputed organization for similar work such as CIDCO/CPWD/PWD/DAE/ BARC/NPCL/ MSEB/MTNL etc .
 - 8) Copy of purchase order/work order/performance certificate etc.
 - 9) List of works carried out for private, corporate bodies & commercial organization, Government organization etc. during last three years with name of the parties and cost of work executed with proof of work done and work orders along with performance certificate.
 - 10) Copy of balance sheet.
 - 11) Annual turnover in Lakhs.
 - 12) List of plant-machinery & technical staff.
 - 13) Earnest Money Deposit (Mode of payment to be subscribed on the Envelope & DD/Pay order shall be in the same sealed cover) in the name of 'Tata Memorial Centre, ACTREC'.
 - 14) Deviation if any from the tender specification/ Tender conditions.
 - 15) If yes, technical specification, make, model, gauges, drawing etc. along with manufacture's catalogue shall accompany the technical bid.

All the submissions are to be signed and stamped on every page. Incomplete (in such respects) tenders are liable for rejection. On submission of papers as above, the technical committee will scrutinize the Technical Bids of the tenderers per and based on the requirement of individual work **The acceptance of a Tender rests with the screening committee appointed by Director ACTREC which does not bind to accept the lowest Tender, any Tender or reject all of the Tenders without assigning any reason.**

The Bidder is request to quote for the complete BOQ. Partial quotes are liable to be rejected. Abnormally low price (less than 25% of estimated rate) of an item quoted by the tenderer in the tender with some malafied indention will not be accepted and his offer is liable for rejection.

Only lowest offer may be considered for financial negotiations. Bids received after the due date and time will not be considered.

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

The offer shall be inclusive of all taxes such as octroi, excise, GST or any other taxes.

Income Tax at prevailing rates as may be notified by Ministry of Finance, Government of India and any other applicable Taxes will be recovered from the bill(s), and certificate for the same will be issued by the Accounts Officer on request.

The entire work is to be completed within **Ten Months** in accordance with the time schedule.

Performance Security to be submitted @ 7.5% of work order value in the form of cash / Demand draft / Bank Guarantee within 15 days of issue of Letter of intent. Performance Security will be refunded on satisfactory completion of work.

Your offer shall be valid for **90 (Ninety) days**.

Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is detected later that this condition has been violated all the tenders submitted by Tenderer would be rejected or cancelled and earnest money or security deposit will be forfeited in addition to such legal action as may be deemed fit and proper.

Tenderers must enclosed photo copy of registrations towards GST No.

Canvassing in connection with tender/quotation is strictly prohibited.

The Director, ACTREC reserves the right to reject any or all the quotations or allot part of the work to different agencies without assigning any thereto.

Mode of measurement will be as per the guidelines laid in the Departmental conditions of contract & technical specifications.

**Officer in charge
Engineering Services**

Encl: 1} Schedule of Quantities

SPECIAL CONDITIONS OF CONTRACT

ELIGIBILITY CRITERIA:

1. It must be noted that the tenderer should not have been blacklisted by any Government Agency/Institutions of local self Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Director, ACTREC reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency.
2. There shall be a screening committee appointed by Director ACTREC to examine the list of documents desirable as per terms & conditions attached to the Tender and to report in details on the eligibility of tenderers for further examination to the competent authority. The Tenderers are required to produce the original documents for verification if required for the screening committee.
3. Lowest bidder will be identified on composite offer on the basis of quoted rates of financial bid those who have already qualified in technical bid.

PRICE BID

The tenderer should quote the price of the each items on the Schedule of Quantity enclosed with the tender documents and signature & stamp thereon each page, in separate sealed cover, super scribing name of work indicating 'PRICE BID'.(Price bid submitted other than above form will be rejected).Partial/incomplete offers are liable for rejection as the entire work is considered as one work and L1 will be decided by adding rates/amounts quoted for entire items of Schedule of Quantity as a composite work. If the tenderer does not qualify himself in the technical bid, the price bid offered will not be entertained. In case of unsuccessful bidders in the technical bid, price bid will not be opened and would be returned (if required).

LIQUIDATED DAMAGE

Successful tenderer will have to commence/execute the work as per the order placed by email/soft copy/LOI/Work order within the stipulated time period mentioned in the order. In failure to do so, the performance security submitted by the firm will be forfeited. In the event of the contractor fail to comply with conditions of this contract, he shall be liable to pay a compensation for non commitment of work as per order or for the delay an amount equal to 1.5% per month of delay to be computed on per day basis, provided that the entire amount of compensation to be paid shall not exceed 10% of the estimated cost of the work. If the work is not completed within the stipulated time period as mentioned in the work order or inferior nature of work, the engineer in-charge has the right to terminate the whole work or part and get the work done from other agency at the risk and cost of tenderer and access money will be recovered from any dues. Liquidated damage can be recovered from EMD, Performance Security, Security Deposit or running bills of the Tenderer. Extension in delivery of work will not be given except in exceptional circumstances. The defaulting tenderer will be debarred from participant of any tender of ACTREC.

ARBITRATION

In the event of any dispute arising between ACTREC and the contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

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

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

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

RISK PURCHASE

In the event of failure to execute the contract to the satisfaction of the engineer in-charge he has the reserves the right:

- a. To reject any part of the contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the Engineer In-charge.
- b. To terminate the contract by giving 2 weeks notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the contractor.

GENERAL LIEN

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

RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY

In any supply item or any part of work is found defective or fails to meet the requirements of the contract before it is accepted, the ACTREC shall give the contractor a notice setting forth details of such defects or failures and the contractor shall forthwith arrange to set right the defective work or replace the defective supply by the good one to make it comply with the requirements of the contract. This in any

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the contractor at free of cost. Should the contractor fail to do the needful within this stipulated time frame, ACTREC reserves the right to reject the work/equipment in full or in part and get it replaced at the cost of the contractor. The cost of any such replacement made by the ACTREC shall be deducted from the amount payable to the contractor against this work order.

TERMINATION FOR DEFAULT

ACTREC, may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, for termination of this contract in whole or in part;

- a) If the contractor fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
- b) If the contractor fails to perform any other obligation(s) under the contract
- c) If the contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ACTREC may authorize in writing) after receipt of the default notice from ACTREC on a notice period of 30 days.

In the event of ACTREC terminate the contract in whole or in part pursuant to above para the ACTREC may execute the work upon such term and in such manner as it deems appropriate work similar to those undelivered and contractor shall be liable to ACTREC for any excess cost for such similar work. However, the contractor shall continue the performance of the contract to the extent not terminated.

ADDITIONAL OR EXTRA WORK

ACTREC reserve the right to place extra items other than schedule quantity for completion of given work order. In such cases the Engineer In-charge calculate the expenditure for supply and execution of such work by taking quotation from local agency and adding applicable levies, labor charges, incidental expenditure, profit etc as per the normal procedure to arrive suitable rate. He may also obtain the expenditure of the extra item either from CPWD manual or from the work order executed for government organization for similar work in the recent past.

ACTREC also has the reserve to modify the quantity of items in work order to add/reduce/cancel as per the site requirements. Such additional quantity will be settled at the same rate and terms & conditions of the order on completion of work after taking final joint measurement.

PAYMENT TERMS

Payment terms of ACTREC are given below.

- a) Payment will be done as per actual work done on site & certified by engineer In-charge

Payment terms other than above are not acceptable.

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

FAIR WAGES

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

Date:

Contractor signature & seal

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

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

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

Sub: Tender Notice No.Dated

Dear Sir,

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

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

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

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

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

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

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

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

Date:

Contractor Signature & Seal

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

VENDER'S DETAILS & COMPLIANCE FORM

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Tender Ref. No. ACTREC/Engg/RJD /Engg Material/Contract/LT-18/2018 Dt: 30/08/2018

1	Name of Work	
2	We have quoted for all the items in Financial bid in the prescribed format of the Tender documents (say 'yes / No) (Partial/incomplete offers are liable for rejection)	
3	Name / Title of the Bidder / Type of Establishment	
4	Full Address	
5	Name of the person authorized to deal / undertake business for and on behalf of the Bidder	
6	Telephone & Mobile Number	
7	Fax. No	
8	Email Address	
9	Legal entity of Bidder whether Firm / Society / Company / SSI unit	
10	Registration Number	
11	Authority with whom Registered	
12	Main Business of the Bidder	
13	Authorized area of Operation in India	
14	Name & Address of Bankers	
15	PAN No. / TAN No.	

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

16	Registration No. granted by Central Excise Commission for Service Tax	
17	CST / VAT / ST/ GST	
18	Solvency Certificate, Bank, Amount, etc (to be attached)	
19	No. of Man power employed by Bidder	
	a) Scientific	
	b) Technical	
	c) Administrative	
	d) Financial	
20	Experience of the Bidder in dealing with the tendered item / works.	
21	Turn over in the last 3 years	
	1) 2015-2016	
	2) 2016-2017	
	3) 2017-2018	
22	Details of Work Orders in the last 3 years, amount, Name of Authority, Completion Period, etc(separate sheet)	
23	List of Plant & machinery of bidder (attach separate sheet)	
24	Demand Draft / Cash Receipt Number for EMD, Amount, Date, Bank, etc.	
28	There are no deviations of specification/model/type etc in any of the items of Financial Bid. (Deviations, if any, shall be mentioned in Technical Bid. The agency has to quote separately for the those items and enclose with Financial Bid)	

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

Date

Signature & Seal of the Tenderer

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)**

Tender Ref. No. ACTREC/Engg/RJD /Engg Material/Contract/LT-18/2018

Dt: 30/08/2018

**Sub: Supply of Engineering Materials For Engineering Services at
ACTREC**

SPECIAL TERMS & CONDITION

1. The quantity of items is tentative it may vary to any extent.
2. Material is to be supplied to our workshop within a period of 15 days after prior order is placed to you.
3. Material is to be supplied as per the brands/makes mentioned in Schedule of quantities.
4. If the material is found faulty/damaged or of any non specified make it should be replaced within 10 days without any additional cost.
5. All material coming to ACTREC should be endorsed at Entry gate with entry challan & security endorsing stamp.
6. Material should be supplied within 15 days. Delay more than that will result into fine of Rs 500 per week irrespective of material cost.

Date

Signature & Seal of the Tenderer