

## TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH &

### **EDUCATION IN CANCER (ACTREC)**

Kharghar, Navi Mumbai-410 20

(A Grant-in-Aid Institute under Department of Atomic Energy, Govt. of India

Kharghar, Navi Mumbai-410210

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hkelkar@actrec.gov.in

### **TENDER DOCUMENT**

### NAME OF WORK

Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.



Name of the Agency:

**Engineering Services** 

Second Floor, Khanolkar Shodhika,

Phone – 3043/2740 5000 Ext. 5700, 3043/2470 5156, 3043/2740 5067 Fax 3043/2740 5012

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

### NAME OF WORK

## Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

### **LIST OF DOCUMENTS**

NAME OF		
THE		
AGENCY		
Sr. No.	List of Documents	
Envelone-	1 : Part A Technical Bid.	
		<u> </u>
1	E.M.D. for Rs 6700/-	
2	Facia Page	1
3	List of Documents	2
4	Notice Inviting Tender	3
5	Tender Requirements for Eligibility	5
6	Vendors Details	9
7	NEFT Details	11
8	Acceptance Form	12
9	Special Condition of Contract	13
10	Compliance form 1	18
11	Compliance form 2	19
12	Form B-1	20
13	Book containing Conditions of Contract	80
		Pages
14	Schedule of rates	_ 01
		Pages
Envelope	2 Part B Financial Bid :	
15	Financial Bid	02
		Pages

**Note**: 1. Hard copy of Technical Bid and financial bid is to be submitted separately before last date of submission and must be signed with stamp/seal on all pages along with valid EMD in Technical Bid.

Envelope 1: Technical Bid including Schedule of rate signed with stamp/seal on page.

Envelope 2: Financial Bid

- 2. Envelope to be submitted by the agency duly endorsed (Stamped) by security of ACTREC before last date of submission.
- 3. Other documents connected with technical bid must be signed with stamp/seal.

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

Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020 Date: 18/02/2020

Sub: Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

Part A Technical Bid.

NIT	NIT DETAILS:		
1	NIT No.	NIT No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020.	
2	Name of work	Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.	
3	Location of work	The work will be carried at ACTREC Premises, Kharghar. Navi Mumbai.	
4	Estimated cost put to tender	RS. 3,32,524/- inclusive of GST	
5	EMD	EMD of Rs.6700/- to be submitted in the form of Fixed Deposit Receipt/ DD issued by a Scheduled bank in favour of Accounts Officer, TMC-ACTREC, Payable at Navi Mumbai. However the bidders may submit the EMD as follows: i) Rs.6700/- in the form of Fixed Deposit Receipt as prescribed above. or ii) a)50% of EMD Amount i.e, Rs.3350/- in the form of Deposit at Call Receipt or Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e. of Rs.3350/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of 'Accounts Officer, ACTREC Note: 1) Bank Guarantee should strictly in accordance with the prescribed format otherwise it shall not be accepted. 2) EMD in the form of cheque will not be accepted. 3) The MSME firms registered in NSIC under PP Policy are exempted from payment of EMD for Supply of goods and	
6	Completion period	services only.  12 Months and the periodical cleaning of tanks shall be completed in 10 days from the date of intimation given for	
_	F (7   5	cleaning from ACTREC Engineering Services.	
7	Fee of Tender Document	-	
8	Tender Processing Fee	-	
9	Security Deposit	-	
10	Performance Guarantee	5% of Work order Value (The successful bidder is to submit the Performance guarantee within 15 days of issue of LOI	
		the renormance guarantee within 15 days of issue of LOI	

		and will be returned without interest on settlement of contractor's final bill and issuance of completion
		certificate.
11	Dates of availability of	From 20/02/2020 (11:00 hrs.) to 02/03/2020 (17:00 hrs.)
	Tender Documents	In the Office of Engineering Services, ACTREC, Kharghar,
		Navi Mumbai 410 210.
		Detailed NIT is available on website
		www.actrec.gov.in for view only.
12	Date of Pre-bid clarification	28/02/2020( 11:00 hrs to 15:30 hrs) at the Office of
		Engineering Services, ACTREC, Kharghar, Navi Mumbai,
13	Last date and time of	04/03/2020 (15:00 hrs.) in the Office of Engineering
	submission of tenders	Services, ACTREC, Kharghar, Navi Mumbai 410 210.
14	Last date for submission of	On or before 04/03/2020 (15:00 hrs.) in the Office of
	original DD/FDR/BG etc.	Engineering Services, ACTREC, Kharghar, Navi Mumbai 410
	towards EMD etc.	210.
15	Date & Time of opening of	On 04/03/2020 (15:30 hrs.) in the Office of Engineering
	Technical Bids	Services, ACTREC, Kharghar, Navi Mumbai 410 210.
16	Date of opening of Financial	Will be notified at a later date.
	Bids of qualified bidders	

**Note:** Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

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

	TENDER REQUIREMENTS FOR ELIGIBILITY: -
1	Contractors who fulfill the following requirements shall ONLY be eligible to apply. (Joint
	ventures are not accepted).
1.1	Proof of registration with Government / Semi Government organizations like CPWD,
	CIDCO, MCGM, Railways, State PWDs etc. in appropriate class OR having experience in
	execution of similar nature of works.
1.2	Should have satisfactorily completed the works as mentioned below during the last Seven
	years ending previous day of last date of submission of tender.
	For this purpose <b>Cost of work</b> shall mean gross value of the completed work including cost
	of material supplied by the Government/Client but excluding those supplied free of cost.
	This should be certified by an Officer not below the rank of Executive Engineer / Project
	Manager or equivalent.
	(i) Completed Three similar works each costing not less than 40% of Estimated amount put
	to tender i.e., <b>Rs 01,33,100/</b> -
	OR
	Completed <b>Two similar works</b> each costing not less than 60% of Estimated amount put to
	tender i.e. <b>Rs 01,99,600/-,</b>
	OR
	Completed <b>One similar work</b> costing not less than 80% of Estimated amount put to tender
	i.e. Rs 02,66,100/-
	Note: Similar work shall mean:
	i. Water Tank Cleaning Services
	ii. The value of executed works shall be brought to current costing level by enhancing
	the actual value of work at simple rate of 7% per annum; calculated from the date of
	completion to last date of receipt of applications for tender.
1.3	Should have had average annual financial turnover of <b>Rs 01,33,100/-</b> (i.e., 40% of Estimated
	amount put to Tender) during the last three years ending 31st March, 2019. (Scanned copy
	of Certificate from CA to be uploaded) Year in which no turnover is shown would also be
	considered for working out the average.
1.4	Should not have incurred any loss in more than two years during the last three years ending
	31st March, 2019.
1.5	Networth certificate: Networth certificate of minimum 15% of the estimated cost put to
	tender issued by certified Chartered Accountants (on the format prescribed in form B-1)
1.6	The bidding capacity of the contractor should be equal to or more than the cost of the work.
	The bidding capacity shall be worked out by the following formula:
	Bidding Capacity = A x N x 2 – B
	Where,
1	

	1		
	A= Maximum turn over in any one year during the last five years taking into account the		
	completed as well as works in progress. The value of completed works shall be brought to		
	current costing level by enhancing the actual value of works at a simple rate of 7% per		
	annum.		
	<b>N</b> = Number of years prescribed for completion of work for which pre-qualification		
	application has been invited.		
		alue of existing commitments and ongoing works to be completed during the period of	
	comp	pletion of work for which tender has been invited.	
1.7	List of similar works carried out by them for last 07 years indicating:		
	i) Agency for whom executed,		
	ii) Va	lue of work,	
	iii) Co	ompletion time as stipulated and actual, or present position of the work.	
1.8	CERT	IFICATES: (Scanned copy of original certificates to be uploaded)	
	i)	Similar works experience ( Work order and completion certificate )	
	ii)	GST Registration Certificate	
	iii)	PAN (Permanent Account Number) registration	
	iv)	Company Registration Certificate	
	v)	Turnover Certificate ( Last 3 Years by CA )	
	vi)	Net worth Certificate minimum 15% of the estimated cost issued by CA (on the	
		format prescribed in form B-1)	
	vii) Income Tax Return/Profit and Loss Statement ( Last 3 Years by CA )		
1.9	UND	ERTAKING as under: -	
	I/We	undertake and confirm that eligible similar work(s) has/have not been got executed	
	throu	igh another contractor on <b>back to back basis</b> . Further that, if such a violation comes to	
	the r	notice of Department, then I/we shall be debarred for bidding in TMC/ ACTREC in	
	futur	e/ forever. Also, if such a violation comes to the notice of Department before date of	
	start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest		
	Money Deposit/Performance Guarantee. (Scanned copy of the undertaking duly signed &		
	sealed on letter head of the bidder to be uploaded at the time of submission of bid).		
1.10	List o	f technical personnel/ other Manpower available in the organization.	
1.11	Agen	cy Should be ready to submit valid group Insurance copy valid for entire work order	
	perio	d.	
2	The i	ntending bidder must read the terms and conditions as per "SECTION – 1: NOTICE	
	INVIT	TING TENDERS" OF "CONDITIONS AND CLAUSES OF CONTRACT – 2008" carefully. He	
	should only submit his bid if he considers himself eligible and he is in possession of all the		
	documents required.		
	Department reserves the right of Non-consideration of Tender documents of the agencies		
	who are NOT fulfilling the NIT stipulations and / or having adverse report on the works		
	carried out by them in the past.		
3		mation and Instructions for tenderers posted on website shall form part of tender	
	docu	ment.	

4	OBTAINING OF STANDARD DOCUMENTS:		
	In addition to the above, the prospective agencies shall be required to possess following		
	documents with them separately, which shall form part of Tender Documents for this work.		
	These documents can be downloaded from the ACTREC's website. In case the agencies		
	already possess these standard documents with them, the same need not be downloaded.		
	Printed books are available at the "Office of the Engineering Services, ACTREC, Kharghar		
	Navi Mumbai 410210".		
	S No NAME OF DOCUMENT PRICE OF BOOK		
	a. Conditions and Clauses of Contract – 2008 Free		
5	Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload		
	Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or including		
	profit & loss statements and further details if required may be asked from the contractor		
	after opening of technical bids. There is no need to upload entire voluminous balance sheet.		
6	The Department reserves the right to accept / reject any prospective application without		
	assigning any reason thereof.		
7	Short listing of the agencies shall be subject to thorough verification of their credentials and		
	inspection of works carried out by them, through a Technical Evaluation Committee of		
	experts, constituted by ACTREC.		
8	<b>IF ANY INFORMATION FURNISHED</b> by the applicant is found to be incorrect at a later stage,		
	they shall be liable to be debarred from tendering / taking up works in TMC.		
9	Hard copy of Technical Bid shall be submitted in ACTREC before due date and time. Hard		
	copy should have all the documents including EMD is original.		
10	Any Additional work needs to be executed for completion of work, CPWD DSR/Analysis of		
	rates/Manual 2018 for rates will be considered.		
11	All papers submitted with the tender should bear the signature of the tenderer on every		
	page.		
12	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.		
14	Canvassing in connection with tender/quotation is strictly prohibited.		
15	Director-ACTREC reserves right to reject any or all the quotations or allot part of the work		
	to different agencies without assigning any reason.		
16	Mode of measurement will be as per the guidelines laid in the Departmental conditions of		
	contract & technical specifications.		
17	Awarding work order will be strictly as per departmental norms/policies as decided by		
	Competent Authority of TMC-ACTREC.		

I have read the above instructions carefully and underst	ood in right perspective and agreed.
Date:	Seal and Signature contractor

# TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) VENDOR'S DETAILS

### (TO BE SUBMITTED ALONG WITH TECHNICAL BID)

## Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020 Dated. 18/02/2020

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	
15	PAN No.	
16	GST No	
18	Networth certificate: Networth certificate of minimum 15% of the estimated cost put to tender issued by certified Chartered Accountants	

	(on the format prescribed in form B-1)	
19	List of Staff/Manpower employed by Bidder	
20	Experience of the Bidder in dealing with the tendered item / works.	
21	Certificates :	
	Similar works experience ( Work order and completion certificate )	
	Company Registration Certificate	
	Turnover Certificate ( Last 3 Years by CA )	
	Net Worth Certificate	
	Income Tax Return/Profit and Loss Statement ( Last 3 Years by CA )	
	TIN/GST Registration	
	PAN (Permanent Account Number) Registration	
22	Turnover in the last 3 years	
	1) 2016-2017	
	2) 2017-2018	
	3) 2018-2019	
23	Details of Work Orders in the last 7 years, amount, Name of Authority, Completion Period, etc.(separate sheet)	
24	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:

# TATA MEMORIAL CENTRE ADVANCED CENTRE FO TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) NEFT FORM

Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020 Dated. 13/02/2020

**Sub:** Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

1	Name of the Vendor	
2	Vendor Address & Other Particulars	
3	PAN NO.	
4	GST NO.	
5	Mobile No.	
6	Email ID	
7	Account Holder's Name (Title of the Account)	
8	Bank Account No.	
9	Bank Name, Branch & Address	
10	9-Digit MICR code of the bank	
11	Account type (CURRENT)	
12	IFSC Code (attach xerox copy of cheque)	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete information, I would not hold the user institution responsible. I agree to discharge the responsibilities as a participant under the scheme.

Signature of the Tenderer with seal.

# TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) <u>ACCEPTANCE FORM</u>

From	M/s
To,	
10,	The Director,
	TATA MEMORIAL CENTRE, ACTREC,
	OWE VILLAGE, SECTOR -22, KHARGHAR,
	NAVI MUMBAI - 410210.
Sub: T	ender Notice NoDated
Dear S	ir,
	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 (Rupeesonly) 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:

**Tenderer Signature & Seal** 

#### **TATA MEMORIAL CENTRE**

## ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) SPECIAL CONDITIONS OF CONTRACT

### **ELIGIBILITY CRITERIA:**

- 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 the basis of Total estimated cost put in tender by quoting lowest percentage those who have already qualified in technical bid.
- 4. Agency should have preferably their office / technical support team in Navi Mumbai/Mumbai area to provide after sales supports.
- 5. Agency shall have necessary tools and plants required for the execution of the work and the list of such equipment shall be attached.
- 6. Competent Authority reserves right to accept or reject the offer in whole or in part and award the work in whole or in part, as per norms/policies accepted by the centre.

### **PRICE BID**

The tenderer should quote the price excluding of GST and inclusive all taxes and levies 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).

- 1. In the schedule of quantities, if rates are not quoted for items or if a firm quotes "NIL/N.A./Not applicable/----/ Leaving blank space etc." charges, the bid shall be treated as unresponsive and will not be considered.
- 2. Validity of rates: 120 Days from the opening of the tender
- Stipulated time for completion of work: 12 Months and the periodical cleaning of tanks shall be completed in 10 days from the date of intimation given for cleaning from ACTREC Engineering Services.
- 4. Defect Liability Period : Nil
- 5. Variation in quoted rates will not be allowed and will not be payable i.e. Rates will be firm throughout the period of execution of contract.

### LIQUIDITED 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 1.0% 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 Tender value 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 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 incharge 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 duo 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 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 2018 DSR / Analysis of rates manual / If rates not available in DSR then the work order executed for government organization for similar work in the recent past. If the quantity of work is exceeding more than 10%, Engineer-in-Charge should be informed the same and execution should be done only after prior approval.

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.

Agency to inform in advance before executing additional/substitute quantity. Prior approval for the same should be obtained from ACTREC before execution.

### **PAYMENT TERMS**

Payment terms of ACTREC are given below.

Payment shall be settled on the basis of work actually executed by the agency after raising RA bills. (The contractor has to forward their bill enclosing the challans duly endorsed at ACTREC security gate with receiver signature).

Payment will be done as per actual joint measurement between contractor and Engineer-in-Charge.

Payment will be released as per 'Conditions of Contract – 2008' booklet signed by you.

100% payment on execution of each item completely or on pro rata basis for each item in the tender.

Payment terms other than above are not acceptable.

### **SCOPE OF WORK**

- 1. Agency has to assess the nature of work by visiting the site well before tender is submitted. Agency may attend pre-bid meeting for clarifications.
- 2. Tank shall be emptied of water by pumping (Mechanical Dewatering) & bottom shall be cleaned of silt and other deposits.
- 3. Entire surface area of the tank shall then scrubbed thoroughly with wire brush etc.
- 4. Cleaning of walls, ceiling and floor with high pressure water jet with the help of equipment which create pressure of 10 to 150 bar with non-toxicity of anti-bacterial agent for disinfecting the tank from all harmful bacteria, fungi & algae.
- 5. Chlorination of RCC internal surface by liquid chlorine.
- 6. The treated surface shall be dried using air jetting/vacuum cleaner and all loose particles shall be removal from the surface etc as per direction of Engineer-in-Charge.

### **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.

### **AGREEMENT:**

The successful contractor shall be required to enter into an agreement within 20 days (Twenty) from the date of issue of work order. The contractor shall pay for all stamps and legal expenses incidental thereto.

Date:	Contractor signature & seal

### **TATA MEMORIAL CENTRE**

### ADVANCED CENTRE FO TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)

### **Compliance form 1**

Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020

Date: 18/02/2020

**Sub:** Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

	Name of the vendor:- Kindly choose YES or NO		e YES or NO
Sr.no	Particulars	We have read all item specification	we have quoted against each item
1	Cleaning of All underground tank, All Over Head		
	R.C.C. Tank and All PVC Tank including disposal of		
	slit and rubbish, all as per direction of Engineer-in-		
	Charge. The cleaning shall consist following		
	operations: Tank shall be emptied of water by		
	pumping & bottom shall be cleaned of silt and		
	other deposits. Entire surface area of the tank shall	Yes/No	Yes/No
	then scrubbed thoroughly with wire brush etc. and		
	pressure washed with water. Chlorination of RCC		
	internal surface by liquid chlorine. The treated		
	surface shall be dried using air jetting and all loose		
	particles shall be removal from the surface etc as		
	per direction of Engineer-in-Charge.		

# TATA MEMORIAL CENTRE ADVANCED CENTRE FO TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) Compliance form 2

Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020 Dated. 18/02/2020

**Sub:** Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

	Name of the Vendor	Kindly choose YES or NO
Sr.	Description	Compliance
No		from agency
1	We have read technical specifications/tender carefully and	Yes/No
	understood the same in right perspective.	
2	We have quoted for all the items in Financial Bid in the	Yes/No
	prescribed format of the tender documents.	
3	We have read the financial bid thoroughly before filling it	Yes/No
	and understood the same in right perspective	
4	We understood that partial/incomplete/vague offers are	Yes/No
	liable for rejection.	
5	We have understood the eligibility criteria as well as criteria	Yes/No
	for identifying lowest bidder.	
6	There are deviations from our (agency) side.	Yes/No
7	Deviations have been mentioned on separate page and	Yes/No
	attached with technical bid in detail. Deviation is supported	
	with necessary documents, catalogues etc.	
8	We have noted that accepting or rejecting the deviation	Yes/No
	and consequently rights to qualify and disqualify the agency	
	remains with competent authority of ACTREC.	
9	We understood that bill will be settled as per the actual	Yes/No
	work done and excess quantity if any will be taken back by	
	us.	
10	We have understood and accepted that accepting the	Yes/No
	tender & issuing order in full or in part will be decided by	
	the ACTREC competent authority as per policy of the	
	center.	

# TATA MEMORIAL CENTRE ADVANCED CENTRE FO TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) Form B1

**Tender** Ref. No. *TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020* Dated. 18/02/2020

**Sub:** Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

Name of the vendor:-

### Form "B-1"

### FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT.

"it is to certify that as per the auduring the financial year	udited balance sheet and profit & Loss account . the Net Worth of
	(Name & registered Address of
	on (the
	after considering all liabilities. It is
	orth of the company has not eroded by more
than 30 % in the last three year date)."	rs ending on (The relevant
	Signature of Chartered Accountant.
	Name of Chartered Accountant.
	·
	Membership No. of ICAI
	Date and Seal.

# TATA MEMORIAL CENTER ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) Part B FINANCIAL BID

Tender Ref. No. TMC/ACTREC/ENGG/RJD/LT-74/Water Tank Cleaning /2020 Dated. 18/02/2020

**Sub:** Annual Maintenance Contract for Cleaning of All Water Tank for the year 2020-2021 at ACTREC.

Sr No	Description	Quote in percentage (%) on ARC SOR 2020-21 (Plus+ OR Minus -)	
		Quote in words	Quote in figures
1	Percentage quote for the year 2020-21 which will be applied to the basic rate as provided in the schedule of rates from Item No 1 to Item No 3. The rates will be inclusive of all labour, material, equipment, overhead & profit etc. all required for the finalized product including all taxes and excluding GST.		
Note	<ol> <li>Only L1 (Lowest bid) agency will be considered for issuing the work order.</li> <li>Guideline for quoting the rates:</li> <li>For AT par on SOR = Put zero percentage (e.g. 0%)</li> <li>For Minus on SOR = Put minus sign before the figure (e.g5%)</li> <li>For Plus on SOR = Put Plus sign before the figure (e.g. +5%)</li> <li>In case of no sign is put (+/-) it will be treated as plus (+)</li> <li>The agency is requested to visit the site for ascertaining type and extent of works.</li> <li>Lowest bidder will be identified on the basis of Total estimated cost put in tender by quoting lowest percentage those who have already qualified in technical bid.</li> <li>Rate shall be quoted inclusive of all taxes excluding GST which will be paid extra as applicable.</li> <li>Material required at site should be assessed by the agency and bill will not be settled for excess/supplied items.</li> <li>One electrical point power will be made available by ACTREC to the agency for the work.</li> <li>Deviations/suggestions may be put on separate page in order to attain higher quality performance. Competent authority reserves full right to accept or reject any kind of changes.</li> <li>Payment will be released as per Payment Terms describe in Technical Bid.</li> <li>Agency has to get a sample approved from Engineer-in-charge before any supply of item.</li> </ol>		

15. Material & Equipment brought to the site shall be en	
and copy of this same shall be given to engineering of 16. ACTREC reserves the right to reject any sample and return the samples are found to be unsatisfactory and if the samples are found to be unsatisfactory and the samples are found to be unsatisfactory.	escind the work order if
meet the requirement of ACTREC.  17. Technical bid & Financial bid will be submitted otherwise tender should be rejected.	in separate envelope
otherwise tender should be rejected.	
Date :	Sign & Seal of Contractor
	Sign of Contractor