

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 Tel : Direct : 2740/6873 5000 Ext 5698, 5067 E.Mail : smishra@actrec.gov.in, engineering@actrec.gov.in, hkelkar@actrec.gov.in

TENDER DOCUMENT

NAME OF WORK

Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC



Name of the Agency:

Engineering Services

Second Floor, Khanolkar Shodhika,

Phone – 6873/2740 5000 Ext. 5698, 6873/2740 5067 Fax 6873/2740 5012

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

NAME OF WORK

Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC

| NAME OF THE | | | | | |
|-----------------------------------|--|-------------|--|--|--|
| AGENCY Sr. No. | List of Documents | | | | |
| Envelope- | Envelope-1 : Part A Technical Bid. | | | | |
| 1 | E.M.D. for Rs 2540/- | Page No. | | | |
| 2 | Facia Page | 1 | | | |
| 3 | List of Documents | 2 | | | |
| 4 | Notice Inviting Tender | 3 | | | |
| 5 | Tender Requirements for Eligibility | 5 | | | |
| 6 | Vendors Details | 8 | | | |
| 7 | NEFT Details | 10 | | | |
| 8 | Acceptance Form | 11 | | | |
| 9 | Special Condition of Contract | | | | |
| 10 | Compliance form 1 | 17 | | | |
| 11 | Compliance form 2 | 18 | | | |
| 12 | Form B-1 | 19 | | | |
| 13 | Book containing Conditions of Contract | 80 Pages | | | |
| 14 | Bid declaration | 22 | | | |
| Envelope 2 Part B Financial Bid : | | | | | |
| 14 | Financial Bid | 20 | | | |

LIST OF DOCUMENTS

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/SPM/LT-26/Laying of Hatch Panels/2021 Date: 02/02/2021

Sub: Laying of Hadron precast hatch panels on road near medical gas facility and bio waste area in ACTREC

| | DETAILS: | |
|---|------------------------------|--|
| 1 | NIT No. | NIT No. TMC/ACTREC/Engg/SPM/LT-26/ Laying of Hatch Panels /2021 Date: 02/02/2021 |
| 2 | Name of work | Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC |
| 3 | Location of work | The work will be carried at ACTREC Premises, Kharghar. Navi Mumbai. |
| 4 | Estimated cost put to tender | RS. 1,27,000/- plus GST |
| 5 | EMD | EMD of Rs.2540/- 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.2540/- in the form of Fixed Deposit Receipt as prescribed above. OR ii) a)50% of EMD Amount i.e, Rs.1270/- 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.1270/- 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) As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of ONE YEAR from opening of Financial bid. |

Part A Technical Bid.

| 6 | Completion period | 60 days | | | |
|----|-------------------------------|--|--|--|--|
| 7 | Fee of Tender Document | - | | | |
| 8 | Tender Processing Fee | - | | | |
| 9 | Security Deposit | 2.5% of tendered value. | | | |
| 10 | Performance Guarantee | 3% of Work order Value (The successful bidder is to submit | | | |
| | | the Performance 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 02/02/2021 (11:00 hrs.) to 16/02/2021 (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 | 12/02/2021(11:00 hrs to 15:30 hrs) at the Office of | | | |
| | | Engineering Services, ACTREC, Kharghar, Navi Mumbai, | | | |
| 13 | Last date and time of | 17/02/2021 (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 17/02/2021 (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 17/02/2021 (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.

| | DVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) TENDER REQUIREMENTS FOR ELIGIBILITY: - | | | |
|-----|---|--|--|--|
| 1 | | | | |
| T | ventures are not accepted). | | | |
| 1 1 | | | | |
| 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 | | | |
| 1.2 | 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 Cost of work 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., Rs 50,800/- | | | |
| | OR | | | |
| | Completed Two similar works each costing not less than 60% of Estimated amount put to | | | |
| | tender i.e. Rs 76,200/-, | | | |
| | OR | | | |
| | Completed One similar work costing not less than 80% of Estimated amount put to tender | | | |
| | <i>i.e.</i> Rs 1,01,600/- | | | |
| | Note : <u>Similar work shall mean:</u> | | | |
| | i. Civil petty repair works etc. | | | |
| | ii. Kindly submit the copy of work order and completion certificate of similar work | | | |
| | iii. 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 Rs 63,500/- (i.e., 50% of Estimated | | | |
| | amount put to Tender) during the last three years ending 31st March, 2019. (Scanned copy | | | |
| | of Certificate from CA to be attached) 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, 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% p | er | | | | |
|------|---|----|--|--|--|--|
| | annum. | | | | | |
| | N= Number of years prescribed for completion of work for which pre-qualification | on | | | | |
| | application has been invited. | | | | | |
| | B = Value of existing commitments and ongoing works to be completed during the period | of | | | | |
| | completion 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) Value of work, | | | | | |
| | iii) Completion time as stipulated and actual, or present position of the work. | | | | | |
| 1.8 | CERTIFICATES: (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 | he | | | | |
| | format prescribed in form B-1) | | | | | |
| | vii) Income Tax Return/Profit and Loss Statement (Last 3 Years by CA) | | | | | |
| 1.9 | UNDERTAKING as under: - | | | | | |
| | I/We undertake and confirm that eligible similar work(s) has/have not been got executed | | | | | |
| | through another contractor on back to back basis . Further that, if such a violation comes | to | | | | |
| | the notice of Department, then I/we shall be debarred for bidding in TMC/ ACTREC in | | | | | |
| | future/ 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 of technical personnel/ other Manpower available in the organization. | | | | | |
| 1.11 | Agency Should be ready to submit valid group Insurance copy valid for entire work order | | | | | |
| | period. | | | | | |
| 2 | The intending bidder must read the terms and conditions as per "SECTION – 1: NOTIO | CE | | | | |
| | INVITING TENDERS" OF "CONDITIONS AND CLAUSES OF CONTRACT – 2008" carefully. H | lе | | | | |
| | should only submit his bid if he considers himself eligible and he is in possession of all th | he | | | | |
| | documents required. | | | | | |
| | Department reserves the right of Non-consideration of Tender documents of the agencie | es | | | | |
| | who are NOT fulfilling the NIT stipulations and / or having adverse report on the wor | ks | | | | |
| | carried out by them in the past. | | | | | |
| 3 | Information and Instructions for tenderers posted on website shall form part of tende | er | | | | |
| | document. | | | | | |
| 4 | OBTAINING OF STANDARD DOCUMENTS: | | | | | |
| | In addition to the above, the prospective agencies shall be required to possess followir | ١g | | | | |
| | documents with them separately, which shall form part of Tender Documents for this wor | k. | | | | |
| | | | | | | |

| | 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 | Certifi | cate of Financial Turn Over: At the time of submissic | on of bid, contractor may upload | | | |
| | Under | Indertaking / Certificate from CA mentioning Financial Turnover of last 3 years or including | | | | |
| | profit | & loss statements and further details if required ma | ay be asked from the contractor | | | |
| | after o | pening of technical bids. There is no need to upload e | entire voluminous balance sheet. | | | |
| 6 | The D | epartment reserves the right to accept / reject any | prospective application without | | | |
| | assign | ing any reason thereof. | | | | |
| 7 | Short l | isting of the agencies shall be subject to thorough ve | rification of their credentials and | | | |
| | inspec | tion of works carried out by them, through a Tec | hnical Evaluation Committee of | | | |
| | expert | s, constituted by ACTREC. | | | | |
| 8 | IF ANY | INFORMATION FURNISHED by the applicant is foun | d to be incorrect at a later stage, | | | |
| | they s | hall 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 A | dditional 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 | Submi | ssion of more than one Tender by a particular Ter | nderer under different names is | | | |
| | strictly | \prime prohibited. In case it is detected later that this con | ndition has been violated all the | | | |
| | tender | rs submitted by Tenderer would be rejected or ca | ancelled and earnest money or | | | |
| | securi | ty deposit will be forfeited in addition to such legal a | action as may be deemed fit and | | | |
| | prope | r. | | | | |
| 14 | Canva | ssing in connection with tender/quotation is strictly | prohibited. | | | |
| 15 | Direct | or-ACTREC reserves right to reject any or all the quo | otations 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 | | | | | |
| | Compo | etent Authority of TMC-ACTREC. | | | | |

Officer-in-Charge,

Engineering Services,

ACTREC

I have read the above instructions carefully and understood in right perspective and agreed.

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/SPM/LT-26/Laying of Hatch Panels/2021 Dated. 02/02/2021

| 1 | Name of Work | Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC |
|----|--|---|
| 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 | Net worth 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) | |
| | and enclose with rinalicial blu | |

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 FO TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) NEFT FORM

Tender Ref. No. TMC/ACTREC/Engg/SPM/LT-26/Laying of Hatch Panels/2021 Dated. 02/02/2021

Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in 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.....

.....

Τo,

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:

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

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 the basis of basic quoted rates of financial bid excluding GST those who have already qualified in technical bid.
- 4. Agency should have preferably their office / technical support team in Navi Mumbai/Mumbai area.
- 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 center.

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).

- 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
- 3. Stipulated time for completion of work: 60 days
- 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.

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 1.0% 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.

100% on execution of works, payment will be released only after completion of entire work to the satisfaction of Engineer-in-Charge.

Payment terms other than above are not acceptable.

SCOPE OF WORK

- 1. Agency is insisted to visit the site to assess the quantum of work before quoting.
- 2. Hiring of JCB for excavation and levelling to the required depth.
- 3. Hiring of F15 Farana for lifting and shifting the precast hatch panels from Hadron rigging area to the road near medical gas and bio waste area. The agency have to have their own sling arrangements for safety and person during the course of transit.
- 4. Rodding and consolidating excavated earth before placing of the hatch panels along the road profile.
- 5. Filling the left over space by soling and finishing with concrete through RMC etc.

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

Compliance form 1

Tender Ref. No. *TMC/ACTREC/Engg/SPM/LT-26/* Laying of Hatch Panels /2021 Dated. 02/02/2021

Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC

| | Name of the vendor:- | Kindly choose YES or NO | | | |
|-------|--|-------------------------------------|--|--|--|
| Sr.no | Particulars | We have read all item specification | we have quoted against each item | | |
| | | | | | |
| 1 | Hiring of JCB with bucket for excavating the road to the desired depth and slope as directed and shifting the excavated earth to the desired nearby location. | Yes/No | Yes/No | | |
| 2 | Hiring of F15 Farana for shifting the precast hatch panels from Hadron rigging area to road near medical gas facility and laying them along the road profile after consolidation of earth. Necessary sling arrangement for safety and person dragging during the transit will be in the contractor's scope. The contractor has to ensure no damage to the ACTREC property during the course of transit. | Yes/No | Yes/No | | |
| 3 | Providing & laying rubble stone soling 150mm thick using spotless stones below roads/pavements etc. mechanically / manually consolidated thickness as specified with stones vertically handset interstices packed with smaller stone chips, binding with murrum & sprinkling water for proper consolidating and finishing to required levels in quantities as and when required etc. complete all as directed by the Engineer-in-Charge. | Yes/No | Yes/No | | |
| 4 | Reinforced cement concrete of specific grade 1:1:2 using graded stone aggregate of 20mm max. size in RMC including consolidation with vibrator & needle of required capacity finishing Curing, excluding form work, shuttering and steel reinforcement etc. complete all as directed by the Engineer-in Charge. | Yes/No | Yes/No | | |
| 5 | Supply of Labour for 8 hours of supply anytime - day or night. | Yes/No | <mark>Yes/No</mark> | | |

ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC) Compliance form 2

Tender Ref. No. *TMC/ACTREC/Engg/SPM/LT-26/Laying of Hatch Panels/2021* Dated. 02/02/2021

Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC

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

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

Tender Ref. No. TMC/ACTREC/Engg/SPM/LT-26/Laying of Hatch Panels /2021 Dated. 02/02/2021 Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in 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 audited balance sheet and profit & Loss account during the financial year ______, the Net Worth of M/s ______ (Name & registered Address of individual/firm/company), as on ______ (the relevant date) is RS. ______ after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on ______. (The relevant date)."

Signature of Chartered Accountant.

Name of Chartered Accountant.

Membership No. of ICAI

Date and Seal.

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

Tender Ref. No. *TMC/ACTREC/Engg/SPM/LT-26/ Laying of Hatch Panels /2021* Dated. 02/02/2021

Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC

| Item Code | Description | HSN/ SAC Code | Unit | Net Rate | Qt y | Net Amt | CGST % | SGST % | Total Amount |
|--------------|---|---------------------|------|-------------|---------|------------|-----------|-----------|-----------------|
| 1 | Hiring of JCB with bucket for excavating the road to the desired depth and slope as directed and shifting the excavated earth to the desired nearby location. Unit Nos. shall mean shift . Shift will be of 8 hrs. | | Nos. | | 6 | | | | |
| 2 | Hiring of F15 Farana for shifting the precast hatch panels from Hadron rigging area to road near medical gas facility and laying them along the road profile after consolidation of earth. Necessary sling arrangement for safety and person dragging during the transit will be in the contractor's scope. The contractor has to ensure no damage to the ACTREC property during the course of transit. Unit Nos.shall mean shift. Shift will be of 8 hrs. | | Nos. | | 5 | | | | |
| 3 | Providing & laying rubble stone soling 150mm thick using spotless stones below roads/pavements etc. mechanically / manually consolidated thickness as specified | | sqm | | 15 | | | | |

| | with stones vertically handset interstices packed with smaller stone chips, binding with murrum & sprinkling water for proper consolidating and finishing to required levels in quantities as and when required etc. complete all as directed by the Engineer-in-Charge. | | | | |
|---|--|-----|---|--|--|
| 4 | Reinforced cement concrete of specific grade 1:1:2 using graded stone aggregate of 20mm max. size in RMC including consolidation with vibrator & needle of required capacity finishing Curing, excluding form work, shuttering and steel reinforcement etc. complete all as directed by the Engineer-in Charge. | Cum | 6 | | |
| 5 | Supply of Labour for 8 hours of supply anytime - day or night. | Nos | 2 | | |

NOTE:

- 1) Agency should visit the site to know actual scope of work before quoting.
- 2) Material & Equipment brought to the site shall be endorsed at security gate and copy of this same shall be given to engineering department.
- 3) Rate shall be quoted exclusive of GST and GST part will be mentioned in prescribed financial bid format only.
- 4) Material required at site should be assessed by the agency and bill will not be settled for excess/supplied items.
- 5) Quantity which will be included in work order shall be tentative and the Bill will be settled as per actual measurement.

Date:

sign & seal of contractor

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

Tender Ref. No. *TMC/ACTREC/Engg/SPM/LT-26/ Laying of Hatch Panels /2021* Dated. 02/02/2021

Sub: Laying of precast hatch panels on road near medical gas facility and bio waste area in ACTREC

Name of the vendor:-

BID DECLARATION

To OIC-ES ACTREC, KHARGHAR ACTREC/TMC/Department of Atomic Energy

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

I/We hereby agree to execute the contract in accordance with the tender specifications incorporated in Section "D" of the tender document and also agree to abide by General Conditions of Contract, Special Conditions of Contract contained in Section "C" of the Tender document and Additional Conditions of Contract, if any.

I/We hereby agree to keep our above mentioned bid valid for the period mentioned in the NIT.

Prices applicable are indicated in the price bid format of the tender.

I/We are also uploading herewith all the leaflets/catalogue, etc. pertaining to the stores offered.

If I/We withdraw or modify the bid during the period of validity or if I/We are awarded the contract and I/We fail to submit a PSDBG before the deadline mentioned in the contract, I/We shall be suspended for a period of one year from being eligible to submit bids for contracts Department of Atomic Energy/TMC/ACTREC

Yours faithfully

SIGN & STAMP OF BIDDER