



**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)

NAME OF WORK:

Tarpaulin shed covering with Bamboo structure for balconies and terrace of Parijat and Ketki building at ACTREC.

e-TENDER NOTICE

TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

NAME OF THE AGENCY



**Engineering Services, Second floor, Khanolkar Shodhika, Phone: 27405011 / 67835011/
/27405067/68735067**

E. Mail : pghadi@actrec.gov.in : hkelkar@actrec.gov.in



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NIT No:

TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

I N D E X

Sr. No.	Documents to be Submitted	No. of Pages
Envelope-1: Technical Bid. To Be Submitted Before Due date & Time along with EMD of Rs 3,740- as mentioned		
1	Facia Page	1
2	Index	1
3	e-Notice Inviting Tender	1
4	List of Documents for submission/Check list	1
5	General Instruction to Tenderer	4
6	Vendor Details of Agency	2
7	Net Worth Cetificate Form B-1	1
8	NEFT Details	1
9	Special Conditions of Contract. &Scope of Work	7
10	Compliance Form-1	1
11	Compliance Form-2	2
12	Book containing Conditions of Contract	80
Envelope-2 : Financial Bid ONLINE SUBMISSION ONLY		
13	Schedule of Quantities	1
	Total pages	103



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E-TENDER NOTICE.

NAME OF THE AGENCY		
1	NIT No.	TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021
2	Name of work	Tarpaulin shed covering with Bamboo structure for balconies and terrace of Parijat and Ketki building at ACTREC.
3	Estimated cost put to tender	Rs 1,87,000/- plus GST extra as applicable.
4	Earnest Money Deposit (EMD)	<p>EMD of Rs.3,740/- 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.</p> <p>However the bidders may submit the EMD as follows:</p> <p>i) Rs.3,740/- in the form of Fixed Deposit Receipt as prescribed above. or ii) Rs. 3,740 /- in the form of Bank Guarantee (BG) issued by any Scheduled bank, drawn in favour of Accounts Officer, ACTREC. or iii) a)50% of EMD Amount i.e, Rs.1,870/- in the form of Deposit at Cash 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. 1,870/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of ' Accounts Officer, ACTREC'</p> <p>note:</p> <p>1) Bank Guarantee not strictly in accordance with the prescribed format shall not be accepted. 2) The Bank Guarantee submitted as a part of Earnest Money is be valid for a period of 180 days or more from the date of submission of the tender 3) EMD in the form of cheque will not be accepted. 4)) 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.</p>
5	Completion period	1 (one) Month
6	i) Performance Guarantee Security Deposit. ii)	3% of Tender Value 2.50% of Tender Value
7	Tender Processing Fee	Rs xxx/- in the form of online payment.
9	Dates of availability of Tender Documents for view and download	From 27/04/2021 time 12.00 pm to 07/05/2021 up to 10.00 am on website www.tenderwizard.com/DAE. Detailed NIT is also available on website www.actrec.gov.in for view only.
10	Site visit	Agency should /may visit the site (ACTREC, Kharghar) for better understanding in working hours with prior intimation, agency can contact on 022-27405011 / 022-67835011
11	Pre Bid Meeting	<p>A.Pre- Bid meeting query: Till 03/05/2021 on pghadi@actrec.gov.in/hkelkar@actrec.gov.in</p> <p>B. Pre-Bid Meeting on 03/05/2021 from 3.00 to 5.00 PM. Pre Bid meeting will be held at engineering dept at ACTREC.</p> <p style="background-color: blue; color: white;">C. Post pre Bid query: Till 30/04/2021</p>
12	Last date for submission of Original DD etc. towards Tender EMD. And technical bid hard copy.	On or before 07/05/2021 (15:00 Hrs.) in the Office Officer-in-Charge, Engineering Services, Khanolkar Shodhika, ACTREC, Navi Mumbai 410210
13	Last date and time of closing of online submission of tenders:	07/05/2021 (12:00 Hrs.)
14	Date and time of online opening of Technical Bid.	07/05/2021 (15:30 Hrs.)

15	Date of opening of Financial Bids of qualified bidders	Will be notified at a later date.
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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. Financial bid to be submitted ONLINE ONLY. Bidders submitting hard copy of financial bid shall be disqualified.



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CHECK LIST FOR LIST OF DOCUMENTS SUBMITTED			
SN	PARTICULARS	REMARKS	
I	Name of the Agency		
II	Postal address		
III	Contact with STD code		
IV	Fax with STD code		
V	Name of Contact person		
VI	Mobile No.		
VII	e-mail ID		
	BELOW GIVEN DOCUMENTS TO BE SCANNED AND UPLOAD IN THE WEBSITE www.tenderwizard.com/DAE WITHIN THE PERIOD OF SUBMISSION	SCAN COPY ATTACHED	"YES" OR "NO"
1	Financial Turn Over Certified by CA 2015-16 2016-17 2017-18 2018-19 2019-20		
2	Profit & Loss Statement Certified by CA 2015-16 2016-17 2017-18 2018-19 2019-20		
3	Net Worth Certificate – Form B-1		
4	List of Similar Works carried out in last 7 years i) Agency for whom executed ii) Value of Work	ATTACH SCANNED COPY SEPARATELY	
5	List of similar works in Hand indicating: i) Agency ii) Value of Work iii) Stipulated time of completion/ present position	ATTACH SCANNED COPY SEPARATELY	
6	List of Construction Plants and Machinery:	ATTACH SCANNED COPY SEPARATELY	
7	List of Technical Staff	ATTACH SCANNED COPY SEPARATELY	
8	Certificates: i) Registration Certificate if Any, ii) Certificates of Work Experience /Performance certificates iii) Certificates of Registration for GST iv) Adharcard , v) PAN (Permanent Account Number) Registration	ATTACH SCANNED COPY SEPARATELY ATTACH SCANNED COPY SEPARATELY ATTACH SCANNED COPY SEPARATELY ATTACH SCANNED COPY SEPARATELY ATTACH SCANNED COPY SEPARATELY	
9	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis:	ATTACH SCANNED COPY SEPARATELY ON AGENCY'S LETTER HEAD	
10	Demand Draft/ Pay Order of any scheduled Bank towards Cost of Tender Processing Fee	ATTACH SCANNED COPY SEPARATELY	
11	Treasury Challan/ Demand Draft/ Pay Order Deposit at Call Receipt / FDR of any scheduled Bank Against EMD	ATTACH SCANNED COPY SEPARATELY	
12	Bank Guarantee of any Scheduled Bank against EMD	ATTACH SCANNED COPY SEPARATELY	
13	Conditions of the Contract Book : To be down loaded from www.tenderwizard.com/dae/help/documents/tatamemorialcentre/conditionsofcontract OR ACTREC WEB SITE	SUBMITT SIGNED COPY ALONG WITH TECHNICAL BID	
14	I/WE NOTED TECHNICAL BID SALIENT GOVERNING FEATURES OF THE TENDER / WORK		



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GENERAL INSTRUCTIONS TO TENDERER

Important-1	THE LOCATION OF WORK TO BE EXECUTED IS CANCER PATIENTS AREA. EXTRA CARE SHALL BE TAKEN WHILE EXECUTING THE WORK. IT IS REQUESTED TO VISIT THE PLACE OF WORK BEFORE SUBMITTING THE TENDER.
Important-2	THE AGENCIES WHO'S PERFORMANCE IS NOT SATISFACTORY FOR WORKS EXECUTED & EXECUTING IN ACTREC, NEED NOT TO APPLY.
1	Tender Documents can be downloaded form web site www.tenderwizard.com/dae
2	Registered contractors only can purchase / download & submit / upload tenders
3	Interested agencies may visit this website for registration.
4	Contact for assistance/ clarifications Please visit www.tenderwizard.com/DAE Under CONTACT US Page.
5	Contact for assistance/ clarifications/registration (24x7) on 09969458639/ 022-25487363 (Shri. Rudresh), e-mail: rudresh.ks@tenderwizard.com
1	Contractors who fulfill the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
A	Proof of registration with Government / Semi Government organizations like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.
B	Should have satisfactorily completed the works as mentioned below during the last Seven years ending 31/03/2020
1	Three similar works each costing not less than 40% of Tendered Value
2	Two similar works each costing not less than 60% of Tendered Value
3	One similar work costing not less than 80% of Tendered Value
4	Similar works shall means Temporary shade with Tarpauline / cloth over bamboo structure.
Note:	The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum ; calculated from the date of completion to the last date of receipt of tender.

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GENERAL INSTRUCTIONS TO TENDERER

C	Annual turnover as per ITCC or profit & loss statement for the last 5 years (Average annual turn over for the last 3 financial years should be at least 50% amount put to Tender i.e, Rs. 93,500 , not having incurred any loss in more than 2 years during last 5 years ending 31.03.2020.(last Financial year).
D	The bidding capacity shall be equal to or more than the above respective estimated cost. The bidding capacity shall be worked out by following formula
	Bidding capacity = (A x N x 2) - B
	Where
	A- Maximum value of construction works executed in any one year during last 5 years taking into account as completed as well as works in progress.
	N- Completion of works in years.
	B- Value of existing commitments and ongoing works to be completed during the period of completion of work.
E	Should not have incurred any loss in more than two years during the last five years ending 31st March, 2018.
F	Net Worth Certificate: Net worth certificate of minimum Rs 28,050/-, i.e., 15% of Estimated Cost Put to Tender (ECPT) issued by the certified Chartered Accountant. As per Form-B - enclosed
G	List of similar works in hand & similar works carried out by them for last 7 years indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
H	List of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the agency to complete the work in time.
I	List of Technical staff they possess.
J	CERTIFICATES: (Scanned copy of original certificates to be uploaded)
	i) Performance Certificates
	ii) Work orders
	iii) GST registration certificate
	iv) PAN (Permanent Account Number) Registration

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GENERAL INSTRUCTIONS TO TENDERER

K	UNDERTAKING as under:-
	I/We undertake and confirm that eligible similar works(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 DAE 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 to be uploaded at the time of submission of bid).
2	The intending bidder must read the terms and conditions as per “SECTION - 1: NOTICE INVITING 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	Information and Instructions for tenderers posted on website shall form of tender document.
4	The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.actrec.gov.in free of cost.
5	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 (tender section on www.actrec.gov.in) or can be availed for FREE. In case the agencies already possess these standard documents with them, the same need not be downloaded / issued again. Printed books are available at the Engineering Services, TMC-ACTREC, Kharghar, Navi Mumbai- 400 210.
SN	NAME OF DOCUMENT
1	Conditions and Clauses of Contract - 2008

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GENERAL INSTRUCTIONS TO TENDERER

2	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of tender document and EMD in favour of "ACCOUNTS OFFICER, TMC, MUMBAI" and Processing Fee ONLINE payment to "ITI LIMITED, NEW DELHI" and other documents as specified.
3	Those contractors not registered on the website mentioned above, are required to get registered. If needed, they can be imparted training for online bidding process as per details available on the website.
4	The intending bidder must have valid class-III digital signature to submit the bid.
5	On opening date, the contractor can login and see the bid opening process.
6	Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 5 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.
7	Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in YELLOW colour and the moment rate is entered, it turns SKY BLUE . In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0" . Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
8	In the case of bids in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.
10	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
11	IF ANY INFORMATION FURNISHED 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
12	PROSPECTIVE AGENCIES SHALL SATISFY THEMSELVES OF FULFILLING ALL THE NIT CRITERIA BEFORE SUBMISSION OF TENDER. Department reserves the right of non consideration of tender of the agencies not fulfilling the stipulated criteria.



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NAME OF THE CONTRACTOR

Sr No	List of Documents to be scanned & uploaded within the period of bid submission:	NAME OF THE CONTRACTOR
1	Name / Title of the Bidder/ Type of Establishment	
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	Full Address	
4	Name of the person authorized to deal/undertake business for and on behalf of the Bidder	
5	Telephone & Mobile Number	
6	Fax. No.	
7	Email Address	
8	Legal entity of Bidder whether Firm/Society/Company/SSI unit	
9	Registration Number	
10	Authority with whom Registered	
11	Main Business of the Bidder	
12	Authorized area of Operation in India	
13	Name & Address of Bankers	
14	PAN No.	
15	Registration No. GST	
16	CST/VAT/ST IF APPLICABLE	
17	Net Worth Certificate: Net worth certificate of minimum Rs 28,050 -, i.e., 15% of Estimated Cost Put to Tender (ECPT) issued by the certified Chartered Accountant. As per Form-B - enclosed	
18	No. of Man power employed by Bidder	
	1) Technical	
	2) Administrative	
	3) Financial	
19	Experience of the Bidder in dealing with the tendered item/works	
19.1	Performance Certificate / Work Completion Certificate.	

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20	QUALIFYING EXPERIENCE	
	a) THREE Works costing 40% of 'Tendered Value'	
	b) TWO Works costing 60% of 'Tendered Value'	
	c) ONE Works costing 80% of 'Tendered Value'	
21	Turn over in the last 3 years	
1	2019-20	
2	2018-19	
3	2017-18	
4	2016-17	
5	2015-16	
22	Average Turn Over for Last 3 Years, certified by CA.	
23	Details of work orders in the last 7 years, amount, Name of Authority, Completion Period etc. (separate sheet)	
24	List of plant & machinery of bidder (attach separate sheet)	
25	Demand Draft/Cash Receipt Number for EMD, Amount, Date, Bank, etc.	
26	Specify any deviations of specification/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)	



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FORM "B-1"

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit & loss account during the

Financial Year _____, Net Worth of Ms _____ (Name and 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 on 2019.

Signature of Chartered Accountant _____

Name of Chartered Accountant _____

Membership No of ICAI _____

Date and Seal



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NEFT FORM

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT BY ELECTRONIC CLEARING

1)	Name of the Vendor	
2)	Vendor Address & Other Particulars	
a)	PAN NO.	
b)	VAT NO.	
c)	CST NO.	
d)	Mobile No.	
e)	Email ID	
3)	Account Holder's Name (Title of the Account)	
4)	Bank Account No.	
5)	Bank Name, Branch & Address	
6)	9-Digit MICR code of the bank	
7)	Account type (SB/CURRENT)	
8)	IFSC Code (attach xerox copy of cheque)	

I hereby declare that the particulars given above are correct and complet. If the transaction is delayed or not

Signature of the Vendor with seal.

Certified that the particulars furnished above are correct as per our records.

Signature of the authorised official from the bank.

Bank stamp :

Date :

Note : Xerox copy of cheque may be attached,without which the form will not be accepted.



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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 cost only** quoted in financial bid those who have already qualified in technical bid. **GST will be extra as applicable.**

4 **PRICE BID**

The tenderer should quote the **price exclusive of GST, but inclusive of any and all other taxes and levies** of the each items on the Schedule of Quantity and the financial bid to be uploaded on website only. PRICE BID submitted in any other form shall be rejected. In the rate column if agency enters NA, Nill, left blank or '0' those items shall be executed and treated as work done at free of cost. 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).

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5 **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 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.

6 **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.

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7 **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.

8 **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.

9 **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.

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TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

10 **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.

11 **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.

d 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.

Name of Work

Tarpaulin shed covering with Bamboo structure for balconies and terrace of Parijat and Ketki building at ACTREC.

TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

12 **ADDITIONAL OR EXTRA WORK**

a 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.

b 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.

13 **PAYMENT TERMS**

Payment terms of ACTREC as follows:

a 90% payment on installation of tarpaulin with bamboos complete in all respect as per the terms and condition of tender.

b 10% payment on removal and handing over of tarpaulin, dismantling and removal of bamboos and all the installed items complete including cleaning of site

14 **FAIR WAGES**

a 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.

15 **WATER & ELECTRICAL CHARGES- deleted**

Name of Work

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TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

16 **CLAUSE 5: TIME AND EXTENSION FOR DELAY:**

Clause 5.1 The time allowed for execution of the works as stipulated in the NIT, or the extended time in accordance with these conditions if approved by the competent authority of ACTREC shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Tender or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) to complete the work as per mile stones given in Schedule "F".

5.2 If the work(s) be delayed by:

- i. Force majeure, or
- ii. abnormally bad weather, or
- iii. serious loss or damage by fire, or
- iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi. non-availability of stores, which are the responsibility of TMC to supply or
- vii. non-availability or break down of tools and plant to be supplied or supplied by TMC
- viii. any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractors control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 days of the happening of the event causing on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

Name of Work

Tarpaulin shed covering with Bamboo structure for balconies and terrace of Parijat and Ketki building at ACTREC.

TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

- 5.4 In any such case the Engineer-In-Charge may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. On application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

Name of Work

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TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

17

SCOPE OF WORK

- 1 The Successful bidder shall start mobilization and material soon after issue of Letter of Intent, with out assigning any reason.
- 2 The entire erection of bamboo structure including covering with tarpaulin shall be done before onset of monsoon, latest by **6th June, 2021**
- 3 The tarpaulin shade with bamboo structure will be retained and maintained in good condition with out any possible damages, leaking for entire contract period of 4 months.
- 4 It is requested that agency makes a site visit to know the actual site conditions and to know the scope.
- 5 The work is to be executed on terraces and balconies hence safety measures for working at height shall be followed.
- 6 The Workers shall be provided with safety belt, shoe, and helmet while working.
- 7 The terraces of building s are to be covered with Bamboo structure, firmly braced to adjoining supports, if not available suitable support system has to be created by the agency. Bamboos should not be connected to existing water pipelines which may cause excessive and breaking of pipes. If any damage caused to pipes or walls shall be remedied by the contractor free of cost.
- 8 The existing buildings, wall, terraces or any other ACTREC property shall not be damaged.
- 9 The bamboo structure shall be erected and strong enough to with stand heavy monsoon and wind during entire period of rainy season and entire period of contract.
- 10 Providing and fixing Transparent tarpaulin with key hole of atleast 120 GSM over the balconies of Ketki building alongwith nails, ropes and bamboo etc. and labour required to fix the sheet in firm place and without any leakage and removing the same after 4 months of monsoon handing over the tarpaulin and cleaning the site as per the instructions of engineer incharge. **NOTE: Only Elevation area of covered portion will be measured and paid for including projections from building/parapet face.**
- 11 The work shall be carried out at shown locations where ever required.
- 12 The material supplied ACTREC shall be return in good conditions, unless it is damaged during heavy monsoon or cyclone. Damages done while work shall be replaced with new tarpaulin of same GSM & quality and size.
- 13 Fixing Tarpaulin provided by ACTREC terrace of buildings alongwith nails, ropes and bamboo etc. and labour required to fix the sheet in firm place and making the bamboo shed covering the terrace completely without any leakage and removing the same after 4 months of monsoon and handing over the tarpaulin and cleaning the site as per the instructions of engineer incharge. **NOTE: Only Plan area of terrace which is covered will be measured and paid for including projections from building/parapet face.**
- 14 Clearing the site and handing over.



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)

Name of Work

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TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

COMPLIANCE FORM-1

Sr. No	Description	Compliance from the agency
	NAME OF THE VENDOR	
1	Defect Liability and Maintenance for 1 month after completion of Work	
2	We have read technical specifications carefully and understood the same in right perspective.	
3	We have quoted for all the items in Financial Bid in the prescribed format of the tender documents.	
4	We have read the financial bid thoroughly before filling it and understood the same in right perspective	
5	We understood that partial/incomplete/vague offers are liable for rejection.	
6	We have understood the eligibility criteria as well as criteria for identifying lowest bidder.	
7	There are deviations from our (agency) side.	
8	Deviations have been mentioned on separate page and attached with technical bid in detail. Deviation is supported with necessary documents, catalogues etc.	
9	We have noted that accepting or rejecting the deviation and consequently rights to qualify and disqualify the agency remains with competent authority of ACTREC.	
10	We understood that bill will be settled as per the actual work done and excess quantity if any will be taken back by us.	
11	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 centre.	
12	Our Quoted rates are valid till 120 days from the date of opening of Technical Bid	



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TMC/ACTREC/ENGG/PG-76/ET-09/Tarpaulin _Shed_works/2021

COMPLIANCE FORM-2

	NAME OF THE VENDOR	
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SI No	Description	Unit	Qty	Compliance from the agency
				YES / NO
1	Fixing Tarpaulin provided by ACTREC terrace of buildings alongwith nails, ropes and bamboo etc. and labour required to fix the sheet in firm place and making the bamboo shed covering the terrace completely without any leakage and removing the same after 4 months of monsoon and handing over the tarpaulin and cleaning the site as per the instructions of engineer incharge. NOTE: Only Plan area of terrace which is covered will be measured and paid for including projections from building/parapet face.	SqFt	6200	
2	Providing and fixing Transparent tarpaulin with key hole of atleast 120 GSM over the balconies of Ketki building alongwith nails, ropes and bamboo etc. and labour required to fix the sheet in firm place and without any leakage and removing the same after 4 months of monsoon handing over the tarpaulin and cleaning the site as per the instructions of engineer incharge. NOTE: Only Elevation area of covered portion will be measured and paid for including projections from building/parapet face.	Sqm	192	