



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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## **LIMITED TENDER DOCUMENT**

**NIT No: TMC/ACTREC/ENGG/SKB/LT-14/Road  
Repairs/2021 Date 25/05/2021**

### **NAME OF WORK**

***Urgent Repairs & Maintenance of existing Tar Road for dust free  
zone near Hadron Project at ACTREC***



**Name of the Agency :**



*Engineering Services*

*Second Floor, Khanolkar Shodhika,*

*Phone – 6873/2740 5000 Ext. 5700, 6873/2470 5013, 6873/2740 5067 Fax 6873/2740 5012*

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**NAME OF WORK**

***Urgent Repairs & Maintenance of existing Tar Road for dust free zone  
near Hadron Project at ACTREC***

**LIST OF DOCUMENTS**

NAME OF THE AGENCY		
Sr. No.	List of Documents	
<b>Envelope-1: Part A Technical Bid.</b>		
1	E.M.D. for Rs 10000/-	
2	Facia Page	1
3	List of Documents & Index	2
4	Notice Inviting Tender	3-4
5	Tender Requirements for Eligibility	5-8
6	Vendors Details	9-10
7	NEFT Details	11
8	Acceptance Form	12
9	Special Condition of Contract	13-17
10	Compliance form 1	18
11	Compliance form 2	19
12	Form B-1 ( Net Worth Certificate Format)	20
13	Form B-2 ( Price Bid Security Declaration) on letter head	21
14	Book containing Conditions of Contract	80 pages
<b>Envelope 2 Part B Financial Bid :</b>		
15	Financial Bid	22-23

**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

Envelope 2: Financial Bid

2. Other documents connected with technical bid must be signed with stamp/seal.  
(Condition of Contract book Etc.)

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

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021 Date: 25/05/2021**

**Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone near Hadron Project at ACTREC.**

**Part A Technical Bid.**

<b>NIT DETAILS:</b>		
1	NIT No.	NIT No. TMC/ACTREC/ENGG/SKB/LT-73/Str. Audit CRC CRI WB AH/2020
2	Name of work	Urgent Repairs & Maintenance of existing Tar Road for dust free zone near Hadron Project at ACTREC
3	Location of work	The work will be carried at ACTREC Premises, Kharghar. Navi Mumbai.
4	Estimated cost put to tender	RS. 500000/- inclusive of GST
5	EMD	<p>EMD of Rs. 10000/- 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.10000/- in the form of Fixed Deposit Receipt as prescribed above. <b>OR</b></p> <p>ii) a)50% of EMD Amount i.e. <b>Rs. 5000/-</b> in the form of Deposit at Call Receipt or Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and</p> <p>b) Balance amount 50% of EMD Amount i.e. of Rs.5000/- in the form of Bank Guarantee (BG) issued by a Scheduled Bank drawn in favour of 'Accounts Officer, ACTREC.</p> <p>Note: 1) Bank Guarantee should strictly in accordance with the prescribed format otherwise it shall not be accepted.</p> <p>2) EMD in the form of cheque will not be accepted.</p> <p>3) EMD – As per circular Dt:12th November 2020 from Ministry of Finance and Rule 170 of General Financial Rules (GFR's) 2017, Micro and Small Enterprises (MSE's) and the firms registered with concerned Ministries / Departments are exempted from submission of EMD provided the submission of Declaration Form by the Vendor along with tender.</p>
6	Completion period	<b>30 Days ( Including Monsoon )</b>
7	Fee of Tender Document	-
8	Tender Processing Fee	-

9	Security Deposit	<b>2.50% of Work order Value (Will be deducted from each running bill and will be returned interest free on successful completion of DLP of six months)</b>
10	Performance Guarantee	<b>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.</b>
11	Dates of availability of Tender Documents	<b>From 27/05/2021 (11:00 hrs.) to 03/06/2021 (17:00 hrs.)</b> <b>In the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.</b> Detailed NIT is available on website <a href="http://www.actrec.gov.in">www.actrec.gov.in</a> for <b>view only</b> .
12	Date of Pre-bid clarification	<b>01/06/2021 (11:00 hrs to 15:30 hrs)</b> at the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai,
13	Last date and time of submission of tenders	<b>04/06/2021 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.</b>
14	Last date for submission of original DD/FDR/BG etc. towards EMD etc.	<b>On or before 04/06/2021 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.</b>
15	Date & Time of opening of Technical Bids	<b>On 04/06/2021 (15:30 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.</b>
16	Date of opening of Financial Bids of qualified bidders	<b>Will be notified at a later date</b>

**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	<b>Contractors who fulfil the following requirements shall ONLY be eligible to apply.</b> (Joint ventures are not accepted).
1.1	<b>Proof of registration</b> with Government / Semi Government organizations like CPWD, CIDCO, PMC, <b>NMMC</b> , Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.
1.2	<p>Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of tender.</p> <p>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.</p> <p><b>(i) Completed Three similar works</b> each costing not less than <i>40% of Estimated amount put to tender i.e., Rs 20000/-</i></p> <p>OR</p> <p>Completed <b>Two similar works</b> each costing not less than <i>60% of Estimated amount put to tender i.e. Rs 300000/-</i>,</p> <p>OR</p> <p>Completed <b>One similar work</b> costing not less than <i>80% of Estimated amount put to tender i.e. Rs 400000/-</i></p> <p><b>Note : Similar work shall mean:</b></p> <ol style="list-style-type: none"> <li><b>Tar Road Repairing work</b> including cleaning existing road surface, filling of trenches by bitumen concrete, application of seal coat with proper water drain slope both side of the road i.e. camber.</li> <li>The value of executed works shall be brought to current costing level by enhancing the actual value of work at <b>simple rate of 7% per annum</b>; calculated from the date of completion to last date of receipt of applications for tender.</li> </ol>
1.3	Should have had average annual financial turnover of <b>Rs 250000/-</b> ( <i>i.e., 50% of Estimated amount put to Tender</i> ) during the <b>last three years</b> ending <b>31st March, 2020</b> . (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 <b>during the last three years ending 31st March, 2020.</b>
1.5	<b>Net worth certificate: Net worth certificate of minimum 15% of the estimated cost put to tender issued by certified Chartered Accountants (on the format prescribed in form B-1)</b>

1.6	<p>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:</p> <p><b>Bidding Capacity = A x N x 2 – B</b></p> <p>Where,</p> <p><b>A</b>= 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.</p> <p><b>N</b>= Number of years prescribed for completion of work for which pre-qualification application has been invited.</p> <p><b>B</b> = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited.</p>	
1.7	<p>List of <b>similar works carried out</b> by them for last <b>05 years</b> indicating:</p> <p>i) Agency for whom executed,</p> <p>ii) Value of work,</p> <p>iii) Completion time as stipulated and actual, or present position of the work.</p>	
1.8	<b>CERTIFICATES: (Scanned copy of original certificates to be uploaded)</b>	
	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 )
	viii)	List of Equipment and machinery <b>(on letter head of the bidder)</b>
	ix)	List of manpower <b>(on letter head of the bidder)</b>
1.9	<p><b>UNDERTAKING as under: -</b></p> <p>I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on <b>back to back basis</b>. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in <b>TMC/ ACTREC</b> 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. <b>(Scanned copy of the undertaking duly signed &amp; sealed on letter head of the bidder to be uploaded at the time of submission of bid).</b></p>	
1.10	List of technical personnel available in the organization.	
2	<p>The intending bidder must read the terms and conditions as per “SECTION – 1: NOTICE INVITING TENDERS” OF “<b>CONDITIONS AND CLAUSES OF CONTRACT – 2008</b>” carefully. <b>He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.</b></p>	

	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 part of tender document.		
4	<b>OBTAINING OF STANDARD DOCUMENTS:</b> 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. <b>Printed books are available at the "Office of the Engineering Services, ACTREC, Kharghar Navi Mumbai 410210".</b>		
	<b>S No</b>	<b>NAME OF DOCUMENT</b>	<b>PRICE OF BOOK</b>
	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.
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Officer-in-Charge, /Engineering Services,

I have read the above instructions carefully and understood 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/SKB/LT-14/Road Repairs/2021**

**Dated. 25/05/2021**

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 Technical Staff 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	
	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) 2017-2018	
	2) 2018-2019	
	3) 2019-2020	
23	Details of Work Orders in the last 5 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:**

**Signature & Seal of the Tenderer**

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

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021**

**Dated. 25/05/2021**

**Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone  
near Hadron Project 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 <b>(Title of the Account)</b>	
8	Bank Account No.	
9	Bank Name, Branch & Address	
10	9-Digit MICR code of the bank	
11	Account type <b>(CURRENT)</b>	
12	IFSC Code <b>(attach xerox copy of cheque)</b>	

**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)  
ACCEPTANCE FORM**

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

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

Sub: Tender Notice No. ....Dated .....

Dear Sir,

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

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

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

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

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

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

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

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

**Date:**

**Tenderer Signature & Seal**

**TATA MEMORIAL CENTRE**  
**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 Total basic cost inclusive of all taxes but excluding GST AMOUNT quoted in financial bid those who have already qualified in technical bid.
4. Agency should have preferably their office / technical support team in Mumbai/Navi Mumbai area/ Thane to provide after sales supports.
5. The agency shall have Manager/Engineer, Trained and experienced supervisor and manpower.
6. Agency shall have necessary machinery and plants required for the execution of the work and the list of such equipment shall be attached.
7. 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.
8. Agency must have valid registration with NMMC / CIDCO/ PMC as a Road Contractor

**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. L1 will be identified based on the Total basic cost quoted by the agency.
3. Validity of rates: 120 Days from the opening of the tender  
Stipulated time for completion of work: 30 Days ( Including Monsoon )
5. Defect Liability Period : 1 Year
6. 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 in-charge he has the reserves the right:

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

### **GENERAL LIEN**

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

### **RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY**

In any supply item or any part of work is found defective or fails to meet the requirements of the contract before it is accepted, the ACTREC shall give the contractor a notice setting forth details of such defects or failures and the contractor shall forthwith arrange to set right the defective work or replace the defective supply by the good one to make it comply with the requirements of the contract. This in any 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 2019 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 will be done as per actual measurement. The Original challans for supply of all the Bitumen / Asphalt material to be submitted by the agency duly endorsed (Stamped) by security of ACTREC for billing purpose.

Payment will be released 100% against completion of work OR vide R A Bills submitted by the agency against work done before due date.

Payment terms other than above are not acceptable.



**Scope of Work:**

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.

- 1 Mark out the pothole area in a rectangular shape
2. Use cutter machine if possible otherwise manual excavation will be permitted.
3. Remove debris from potholes & thoroughly cleaning the road before commencing tar road repairing work.
4. Excavate to remove all bad materials until firm base material is found, if required ballast shall be fill up for bigger potholes. *(Ballast is available at ACTREC site will be given as item is not included in BOQ excluding Labour charges)*
5. Backfilling the hole with bitumen mixed aggregate as base material. Providing and laying hot mix hot laid Bituminous Macadam (BM) as per clause 504 of MORTH (2001) specification
6. Providing and laying 25 to 30 mm thick hot mix hot laid Asphaltic Concrete/bituminous concrete (AC/BC) with bitumen 5% to 7% by weight of total mix as per job mix formula as per clause 509 of MORTH (2001) specification
7. Apply Asphalt Concrete (AC) by Site Mix.

Site Mixed AC Method is shown as follows

- 19 mm + 12 mm aggregate + sand is input in the mixer after weighing its ratio
  - Mixed for a few minutes then add CRS-2 + water and continue mixing for about 3 minutes
  - The AC is then ready to use
  - AC must be used within 2-3 hours after mixing
8. Compact the patch area with vibrating roller, vibrating plate or a rammer.
  9. Traffic can resume 2 hours after final
  10. Uniform surface shall be maintained.
  11. Storm water drain shall not be damaged during repairing of roads.
  - 12 Minor potholes shall be filled by Bitumen Concrete + Seal Coat.

**FAIR WAGES:**

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

**Date:**

**Contractor signature & seal**

**TATA MEMORIAL CENTRE**

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

***Compliance form 1***

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021 Date: 25/05/2021**

**Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone near Hadron Project at 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	Providing and laying hot mix hot laid Bituminous Macadam (BM) as per clause 504 of MORTH (2001) specification for road & bridges with 3.3 to 3.5% bitumen by weight of total mix including diversion of traffic, supply of all materials, heating bitumen and chips in hot mix plant, cleaning the road surface, laying BM by sensor paver finisher including compacting with vibratory roller etc. complete. The grade of bitumen shall be 60/70 grade. The rate is inclusive of all types of taxes. (Item Including tack coat).	Yes/No	Yes/No
2	Providing and laying 25 to 30 mm thick hot mix hot laid Asphaltic Concrete/bituminous concrete (AC/BC) with bitumen 5% to 7% by weight of total mix as per job mix formula as per clause 509 of MORTH (2001) specification for road & bridges including supplying all materials, heating bitumen and chips with necessary filler material mixing bitumen and chips in hot mix plant laying asphaltic concrete with sensor paver finisher including compaction with vibratory roller etc. complete (Including tack coat). The grade of bitumen shall be 60/70. The rate is inclusive of all types of taxes. The job mix formula shall be conducted as per frequency specified by MORTH.	Yes/No	Yes/No

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

**Compliance form 2**

Tender Ref. No. *TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021* Dated. 25/05/2021.

**Sub: *Urgent Repairs & Maintenance of existing Tar Road for dust free zone near Hadron Project at ACTREC***

	<b>Name of the Vendor</b>	<b>Kindly choose YES or NO</b>
<b>Sr. No</b>	<b>Description</b>	<b>Compliance from agency</b>
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

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

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021 Dated. 25/05/2021**

**Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone  
near Hadron Project 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 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.

## **FORM-B2.**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021 Date: 25/05/2021**

***Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone near Hadron Project at ACTREC.***

**(DECLARATION SHOULD BE ON LETTER HEAD WITH SIGNATURE AND SEAL OF COMPETENT AUTHORITY)**

### **FORM OF BID SECURITY DECLARATION EMD DECLARATION**

To  
Director, ACTREC  
TMC-ACTREC, Plot No 1 & 2, Sector 22,  
KHARGHAR, Navi Mumbai - 410 210

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 along with of the tender document and also agree to abide by General Conditions of Contract, Special Conditions of Contract contained in 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 financial 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 of Department of Atomic Energy/TMC/ACTREC.

Yours faithfully

**SIGN & STAMP OF BIDDER**

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

**Part B FINANCIAL BID**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-14/Road Repairs/2021** Date. 25/05/2021

**Sub: Urgent Repairs & Maintenance of existing Tar Road for dust free zone  
near Hadron Project at ACTREC.**

**SCHEDULE OF QUANTITY:**

Item Code	Description	HSN Code	Unit	Net Rate	Qty	Net Amt
1	Providing and laying hot mix hot laid Bituminous Macadam (BM) as per clause 504 of MORTH (2001) specification for road & bridges with 3.3 to 3.5% bitumen by weight of total mix including diversion of traffic, supply of all materials, heating bitumen and chips in hot mix plant, cleaning the road surface, laying BM by sensor paver finisher including compacting with vibratory roller etc. complete. The grade of bitumen shall be 60/70 grade. The rate is inclusive of all types of taxes. (Item Including tack coat).		CUM		20	
2	Providing and laying 25 to 30 mm thick hot mix hot laid Asphaltic Concrete/bituminous concrete (AC/BC) with bitumen 5% to 7% by weight of total mix as per job mix formula as per clause 509 of MORTH (2001) specification for road & bridges including supplying all materials, heating bitumen and chips with necessary filler material mixing bitumen and chips in hot mix plant laying asphaltic concrete with sensor paver finisher including compaction with vibratory roller etc. complete (Including tack coat). The grade of bitumen shall be 60/70. The rate is inclusive of all types of taxes. The job mix formula shall be conducted as per frequency specified by MORTH.		CUM		28	
	<b>Total Basic Cost</b>					

<p><b>Note</b></p>	<ol style="list-style-type: none"> <li>1. Agency should visit the site to know actual scope of work before quoting.</li> <li>2. Material &amp; Equipment brought to the site shall be endorsed at security gate and copy of this same shall be given to engineering department.</li> <li>3. Rate shall be quoted inclusive of all taxes but exclusive of GST &amp; Lowest bidder will be identified on the Total basic cost.</li> <li>4. Material required at site should be assessed by the agency and bill will not be settled for excess/supplied items.</li> <li>5. Quantity which will be included in work order shall be tentative and the Bill will be settled as per actual measurement.</li> <li>6. Payment will be released for consumed quantity on satisfactory completion providing necessary certifications/documentation. Etc.</li> <li>7. ACTREC reserves the right to reject any sample and rescind the work order if the samples are found to be unsatisfactory and if the agency is unable to meet the requirement of ACTREC.</li> <li>8. Technical bid &amp; Financial bid will be submitted in separate envelope otherwise tender should be rejected.</li> <li>9. Above Items also includes cleaning the road surface with wire brush/brooms and make it free from dust and water before applying/spreading tack coat. Existing kerb stone shall not be damaged during execution of road repair work. The Tack coat shall not be paid separately.</li> </ol> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div data-bbox="252 965 325 992"> <p><b>Date :</b></p> </div> <div data-bbox="1161 965 1461 992"> <p><b>Sign &amp; Seal of Contractor</b></p> </div> </div>
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