



TATA MEMORIAL CENTRE
Advanced Centre For Treatment, Research And Education In Cancer.
(ACTREC)

Kharghar Node, Navi Mumbai – 410210

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

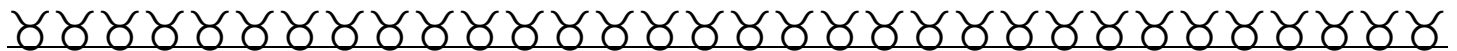
NAME OF WORK:

“Automation of water supply line and installation of water level indicator system for HWCC building at ACTREC”

E-TENDER NOTICE

NIT No. : TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022

NAME OF THE AGENCY	



Engineering services, Second Floor, Khanolkar Shodhika, Phone: 022- 6873/2740 5011, 6873/2740 5067,

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**A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY,
GOVERNMENT OF INDIA**

PREQUALIFICATION CUM NOTICE INVITING e-TENDER

NIT No.: TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022

The Engineer, invites tender on behalf of TATA MEMORIAL CENTER ACTREC, Kharghar Node, Navi Mumbai, invites online item rate tender (in two bids) from eligible contractors for the work of “Automation of water supply line and installation of water level indicator system for HWCC building at ACTREC” The details are given below.

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

PART A: GUIDELINES FOR E-TENDERING :-Instructions
for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he do not lend their DSC's to others which may lead

to misuse.

- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats as per tender Cover types. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

- 1) Bids shall be submitted online only at CPPP website : <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) Financial bid to be submitted ONLINE ONLY and hard copy are NOT to be submitted. If Financial bid in hard copy is submitted then the bid shall be summarily rejected.
- 9) Tenderers are advised to upload their documents well in advance, to avoid last minutes' rush on the server or complications in uploading. ACTREC/TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 10) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 11) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid

submission.

- 12) Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date of submission and must be signed with stamp/seal on all pages.
- 13) EMD in prescribed format shall be submitted. If not submitted in prescribed format in hard copy and soft copy then bid shall be summarily rejected.
- 14) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 15) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 16) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 17) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 18) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

5. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

6. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT

- 1) Bidders have to adhere with OEM of order No. P-45021/2/2017-PP(BE-11) dated 04.06.2020, (PPD) F.No.6/18/2019-PPD dated 23.07.2020, No. P-45021/2/2017-PP(BE-11) dated 16.09.2020 during bidding stage and execution stage.
- 2) The application of divisibility (*i.e. if the tender is divisible in nature or not*) of tender shall be decided by tender inviting authority at later stage while awarding the contract.

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ AITB

1.1. Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

1.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

1.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Eligibility to participate

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

1.1.3 Thresholds

- 1) Following thresholds shall be declared in the Tender Document.
 - a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products

- b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
 - c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
- (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
 - (b) Minimum local content for eligibility to participate shall be 50%,
 - (c) The margin of purchase preference shall be 20%

1.1.4 Purchase preference to Class-I local Suppliers

- 1) Where the Services are divisible by nature:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
 - b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
 - b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
 - c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:
 - a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As

such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.

- b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

1.1.5 Verification of local content and violations:

- 1) The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

1.1.6 Manufacture under license/ technology collaboration agreements with phased indigenisation

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

1.1.7 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
 - 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

1.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

1.2.1 *Registration of MSEs*

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - (a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
 - (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
 - (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

1.2.2 *Support to MSEs*

- 1) Tender sets shall be provided free of cost to MSEs.
- 2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

1.2.3 *Purchase Preference to MSEs*

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price and if the tender is divisible by nature. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

Support to Start-up Enterprises

1.2.4 *Definition of Start-up Enterprises*

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

1.2.5 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.

NIT DETAILS:-

1	NIT No.	TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022
2	Name of work	Automation of water supply line and installation of water level indicator system for HWCC building at ACTREC
3	Estimated cost put to tender	Rs. 9,90,000/- (Excluding GST)
4.	EMD	2% OF Tender amount i.e. Rs. 19,800/- to be submitted in the form of Fixed deposit/BG/ Insurance Surety Bond/DD issued by Scheduled Bank in Favour of Account officer , TMC-ACTREC, payable at Navi Mumbai. However the bidders may submit EMD as per detailed caluse of EMD given on P. No. 31
5	Completion period	1 Month
6	Fee of Tender Document	Nil
7	Tender Processing Fee	Nil
8	Security Deposit	2.5% of tendered value.
9	Performance Guarantee	3% of tendered value
10	Date of Publish	22.07.2022 (3.00 PM) website on CPPP site https://eprocure.gov.in/eprocure/app Detailed NIT is also available on website https://www.actrec.gov.in/home for view only.
11	Document Download/ Sale start date	From 22.07.2022 (3.00 PM)
12	Document Download/ Sale end date	TO 28.07.2022 (03.00 PM)

- | | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Seek clarification start date | From 22.07.2022 (3.00 PM) website on CPPP site https://eprocure.gov.in/eprocure/app or queries may be sent to pghadi@actrec.gov.in , hkelkar@actrec.gov.in |
| 14 | Seek clarification end date | Up to 25.07.2022 (03.00 PM) |
| 15 | Pre-bid meeting | at 26.07.2022 (11.00 AM) |
| 16 | Post Prebid End date | Upto 27.07.2022 (11.00 AM) |
| 17 | Bid submission start date | From 22.07.2022 (11.00 AM) |
| 18 | Bid submission end date | Up to 29.07.2022 (03.00 PM) |
| 19 | Hard Copy Bid submission end date | Up to 29.07.2022 (03.00 PM) |
| 20 | Date and time of online opening of Technical Bid. | 30.07.2022 (03.00 PM.) in the "Office of Engineering services, Second Floor,Khanolkar Shodhika , ACTREC Kharghar Node, Navi Mumbai - 410210 |
| 21 | Date of opening of Financial Bids of qualified bidders | Will be notified at a later date |
| 22 | <p>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. It is requested to agency should make a site visit to know the actual site condition.</p> | |

TENDER REQUIREMENTS FOR ELIGIBILITY: -

1.0 INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION:

The applicant who fulfils the following criteria shall be considered for participation. Joint Ventures and Consortium etc. shall not be accepted.

Proof of registration with in India of firm in appropriate class/MSME/SHP Act and having experience in execution of similar nature of works.

1.1 The applicant should have satisfactorily completed the works as mentioned below during the last **seven years ending previous day of last date of submission of tenders.**

- (ii) Three similar works each costing not less than Rs. **3.96** Lakhs i. e. 40 % of cost of tender.

OR

- (iii) Two similar works each costing not less than Rs. **5.94**Lakhs i. e. 60 % of cost of tender.

OR

- (iv) One work similar costing not less than Rs. **7.92** Lakhs i. e. 80 % of cost of tender.

Important Notes:

1. **Similar work shall mean:** - Electromechanical work related to valves, pumps, automation or instrumentation of pipeline. Cost of work shall mean gross value of the completed work including the cost of materials supplied by the 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.
2. 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 submission of tender.
 - a. The applicant should have had Average Annual financial turn over (gross) of **Rs. 9.90** Lakhs on construction works during immediate last three consecutive financial years ending 31st March 2021. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

- b. The applicant should not have incurred any loss in more than two years during the last five consecutive immediate financial years ending 31st March 2021 duly certified by the licensed Chartered Accountant.
- c. 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:

$$\text{Bidding Capacity} = A \times N \times 2 - B$$

Where,

A= Maximum turn over in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The value of executed works shall be brought to current costing level by enhancing the actual value of works at a simple **rate of 7% per annum**.

N= Number of years prescribed for completion of work.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited.

3. The applicant should have valid **Solvency of more than Rs. 4.95 Lakhs** certified by scheduled bank.
4. The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.
5. The applicant's performance for each work completed in the last seven years should be certified by an officer not below the rank of Executive Engineer or equivalent.
6. The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit list of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works.
7. List of works in hand & List of 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.
8. List of construction plant, machinery, equipment's, accessories & infrastructure facilities possessed by the agency to complete the work in time.
9. List of technical staff they possess and proposed to deploy for the work.
10. Certificates: (Scanned copy of original certificates to be uploaded)
11. Registration certificate, if any
12. Certificates of Work Experience / Performance Certificates
13. GST (Goods and Services Tax) Registration Certificate
14. ITR Last 5 years
15. Profit & Loss Last 5 Years
16. Turnover Certificate

17. PAN (Permanent Account Number) Registration

18. EPFO registration certificate if applicable

19. ESIC registration certificate if applicable

20. UNDERTAKING as under: -

I/We undertake and confirm that the contracted works shall not be got executed through sub- contractor on back to back basis. Further that, if such a violation comes to the notice of Director-ACTREC, I/we shall be liable to be debarred & black listed as the case may be for bidding in future. Also if such 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).**

21. **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers OR for below 10 Cr. Self declaration certificate.). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

b) We also declare that.

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

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 part 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 **CPPP** site <https://eprocure.gov.in/eprocure/app> free of cost.

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/TMC’s website www.ACTREC/TMC.gov.in or Printed books are available at the Engineering Services, TMC-ACTREC, Kharghar, Navi Mumbai– 400 210. In case the agencies already possess these standard documents with them, the same need not be downloaded/ purchased again.

5. The bid can only be submitted after uploading the mandatory scanned documents such as “**Bid security Declaration**” form duly signed in the prescribed format, in lieu of ‘EMD’.

6. On opening date, the contractor can login and see the bid opening process.

7. **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 for the period as specified in the bid document.

8. PRICE BID : Schedule of price bid would appear in the form of BOQ XXXX.xls

The Financial Proposal/Commercial bid / BoQ format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in **SKY BLUE** colour. While selecting any of the cells a warning appears **to mandatorily fill all such cells with any value, including “0” (ZERO).**

9. In the case of bids in two / 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.

10. The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.

11. 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/TMC. The performance report from the executing authority shall also be considered for short listing.

12. If the 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 ACTREC/TMC.

Note: 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.

LIST OF DOCUMENTS TO BE SCANNED, UPLOADED and for HARD copy

Submission:

- 1 EMD as per prescribed Format**
- 2 Financial Turn Over certified by CA Last 5 year**
- 3 ITR return of last 5 years**
- 4 *Balance sheet & Profit & Loss statement certified by CA of last 5 years***
- 5 Latest Bank Solvency Certificate (Not older than last 1year from date of Publish of tender.)**
- 6 Form A & B – Financial Information & Solvency**
- 7 Form C – List of similar work**
- 8 Form D – List of work under execution/ awarded**
- 9 Form E – Performance report of work**
- 10 Form F – Structure and Organization**
- 11 Form G – Details of Technical Person**
- 12 Form H – Details of Plants & Machinery**
- 13 Certificates of Work Experience / Performance Certificates**
- 14 GST (Goods and Services Tax) Registration Certificate**
- 15 PAN (Permanent Account Number) Registration**
- 16 EPFO and ESIC registration certificate. If applicable**
- 17 Contractor's Registration certificate (MSME, CPWD, MES etc.)**
- 18 *Undertaking that the eligible similar work(s) have not been executed through another Contractor on back to back basis.***
- 19 Undertaking for having gone through the documents as per Technical Bid. (Format Provided in excel sheet of Forms)**
- 20 Undertaking for downloaded the Pre-bid clarifications issued by the Department afterclose of sale of tenders as indicated in the Technical Bid. (Format Provided in excel sheet of Forms)**
- 21 *Compliance form 1***
- 22 *Compliance from 2***
- 23 *NEFT form***
- 24 Acceptance Letter**
- 25 *Bid Capacity on Letter head***

- 26 Tender Document (Signed and stamp on each page)
- 27 *Condition of Contract (Signed and stamp on each page Available on ACTREC website - <https://actrec.gov.in/sites/default/files/TATA-Conditions-of-contract.pdf>)*
- 28 Declaration for Make in India (Provided on P. No. 11)

Note.

1. If any additional documents required during evaluation for clarification same will be asked from bidders during Technical evaluation
2. Bidder must submit all the documents (as per tender conditions) in hard copy with spiral binding and numbering on each page with Index on front page



TATA MEMORIAL CENTRE
Advanced Centre For Treatment, Research And Education In Cancer.
(ACTREC)
Kharghar Node, Navi Mumbai – 410210

A GRANT-IN-AID INSTITUTE UNDER DEPARTMENT OF ATOMIC ENERGY, GOVERNMENT OF INDIA

DOCUMENTS ISSUED TO M/S.

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ITEM RATE TENDER & CONTRACT FOR WORKS		
i)	Name of work	"Automation of water supply line and installation of water level indicator system for HWCC building at ACTREC"
ii)	Last date & time of onlinesubmission of tender	On 29.07.2022 at 15:00 hours
iii)	Date & Time of online opening of tender (Technical Bid)	On 30.07.2022 at 15:00 hours
iv)	Venue for pre-bid clarification	ACTREC Kharghar

Date of issue:

TENDER

I / We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work including Schedules A, B, C, D, E & F, Specifications Books *, Drawings and Designs, General Rules & Directions, General Clauses of Contract, Special Clauses of Contract & other documents and rules referred to in the Conditions and Clauses of Contract – 2008 * and all other contents in the tender documents for the work.

(* Note: The "Specifications / Conditions and Clauses of Contract books" are available on Web-site www.ACTREC/TMC.gov.in.)

The required books as indicated under Schedule "F" and under Clause-11 of this Salient Governing Feature of the Tender / Work, may be downloaded from the above Web-site also Printed books are available at the Engineering Services, TMC-ACTREC, Kharghar, Navi Mumbai– 400 210.

However, these books, as required / specified in this "Salient Governing Feature of the Tender / Work" herein below, shall remain part of the tender documents / Contract / agreement to be executed, and signed by both the parties after acceptance of the Tender.)

I / We, hereby tender for the execution of the work specified for the Director TMC within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules &

Directions and in Clause - 11 of the General Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for (150) One Hundred and Fifty days from the date of opening of technical bids and not to make any modifications in its terms and conditions.

Original scanned copy of Bid Security Declaration form is uploaded on the indicated website along with other tender documents. We agree that our firm shall be suspended for the period of one year in case we withdraw or modify our bids during the validity.

I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

Consequent to the award of the subject work, If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director TMC or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that Director TMC or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely, otherwise the said shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule "F" and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

"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 tendering in ACTREC/TMC 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 Performance Guarantee."

I / We hereby declare that I / We shall treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, if such violation comes to the notice of Department, then we shall be debarred for bidding in ACTREC/TMC in future forever. Also if, such violation comes to the notice of the 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 etc.

Signature of Contractor

Dated

Witness

Address

Occupation

Salient Governing Features of the Tender

Proforma of Schedules

SCHEDULE 'A'		: Reference to NIT & Tender Documents	
SN	TITLE	PARTICULARS	
1	Notice Inviting Tender (NIT) No.	TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022	
2	Notice Inviting Tender details	i) NIT as uploaded on Website ii) NIT as published in News papers	
3	Changes in conditions of contract -2008	CDN / C 1 , CDN/C2, CDN/C3& CDN/C4	
4	Changes, if any, in following specifications:		
	a) Specifications for Civil Works – 2015 :	Enclosed	
	b) Specifications for PHE Works – 2008 :	NA	
	c) Addl. Specifications for PH works	NA	
5	Scope and location of the work:	Enclosed	
6	List of drawings	Nil	
7	Time Schedule for the work:	Nil	
8	Schedule of Quantities	Please refer Financial Bid	

SCHEDULE 'B' :		Materials to be issued to the contractor :-		
S. No	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
1.	Water for construction Purpose	--	<i>In contractor's Scope</i>	--
2.	Electricity for construction purpose	--	<i>In contractor's Scope</i>	--
3.	Cement in Bags	NIL	NA	

SCHEDULE 'C' :		Land earmarked for temp. infrastructures and Tools & plant to be hired to the contractor	
S.No	Description	Hire charges	Place of issue
1	2	3	4
1.	Area for storage / site office (SCC-11)	NA	
2.	Temporary Buildings (SCC-12)	NA	
3.	Labour hutments (SCC-12)	Temporary shed will be permitted at the - discretion of Director ACTREC . However cost of erecting such shed shall be entirely in contractor's scope and overheads. No extra	

		payment shall be made. Also, If place not provided for erecting shed in ACTREC Campus then contractor has to make his own arrangements for labour accommodation out side the campus. Non-availability of space in campus or out side shall not be treated as hindrance in the project.
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SCHEDULE 'D' :		
Extra schedule for specific requirements / documents for the work, if any Particularly for addl. Security guidelines, Gate pass, lift, tower crane etc.		As per NIT / SOQ

SCHEDULE 'E' :	Reference to the Book of "TMC Conditions & Clauses of Contract" to be followed for this work	Year – 2008
Name of works:- Automation of water supply line and installation of water level indicator system for HWCC building at ACTREC		As per NIT
Estimated cost of work :	Rs. 9.9 Lakhs	As per Tender
i) Performance Guarantee	3% of tendered value	As per Tender
ii) Security Deposit	2.5% of tendered value	As per Tender

SCHEDULE 'F' :		
General Rules & Directions :		
Officer inviting tender :		Director, ACTREC
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.		As applicable

Definitions : (CCC – 2008, P. 11)		
2(v)	Engineer-in-charge	As nominated by OIC-ES
2(viii)	Accepting Authority	Director, ACTREC
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	15% (Fifteen percent)
2(xii)	Department	Engineering Services ACTREC/TMC
9(ii)	Standard Contract Form of Dept.	Item Rate Tender

Clause – 1 (CCC – 2008, P. 13)	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.	15 days
ii) Maximum allowable extension beyond the period (provided in –i) above with late fee @ 0.1% per day, of performance guarantee amount.	15 days

Clause – 2 (CCC-2008, P. 14)	Authority for fixing compensation under clause 2.	Director, ACTREC
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Clause – 5(CCC – 2008, P. 15)	Number of days from the date of issue of letter of acceptance / WO for reckoning date of start.	15 days	
Mile stone(s) as per table given below:			
TABLE OF MILE STONE(S)			
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of nonachievement of milestone
1.	NIL		
TIME ALLOWED FOR EXECUTION OF WORK			1 Month

Authority to decide: i) Extension of time: **Engineer-in-Charge for the work.**

ii) Re-scheduling of Mile Stone NA.

Clause applicable – (6or 6A):(CCC – 2008, P. 16)	Clause 6 for Manual Billing or Clause 6A for Computerized Billing	Clause 6 A :
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Clause – 7: Payment terms (CCC-2008, P. 17)	<ol style="list-style-type: none"> 1. Payment shall be settled for the work actually executed by the agency for any particular job order and the executed quantities items wise will billed after taking joint measurement between contractor and Engineer-incharge. 2. 60% against supply as per tender norms. 3. 20% against installation 4. 20% against Testing & commissioning 5. Payment term other than above mention will not be accepted.
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Clause – 10A: (CCC – 2008, P. 19)	List of testing equipment's to be provided by the contractor at sitelab
NA	NA

Clause – 10B (ii) : (CCC – 2008, P. 20)	(Mobilization Advance)
Whether Clause 10 B (ii) shall be applicable(If yes, Clause of Tender Condition to be followed)	Not Applicable.

Clause – 10C:	Component of labour expressed as percent of value of the work (CCC – 2008, P. 21)	NA
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Clause – 10CA:(CCC – 2008, P. 21)	Not Applicable		
S. No	Materials Covered under this Clause	Nearest Materials for which All India Wholesale Price Index is to be followed	Basic Rate
1	NA	NA	-

***Note:** Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.

Clause – 10CC:(CCC – 2008, P. 22) : Not Applicable			
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.			
Schedule of component of Cement, Steel, other Materials, Labour, POL etc. for price escalation.			
1	NA	NA	-

Clause – 11:(CCC – 2008, P. 24)

Specifications to be followed for execution of this work

As per BOQ and technical Specification

Clause – 12:(CCC – 2008, P. 25)

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building works	30%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	100%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	50%

Clause – 16:(CCC – 2008, P.27)

Competent Authority for deciding reduced rates :

Director, ACTREC

Clause – 36(i): (CCC-2008,P.35)

Requirement of Technical Representative(s) & recovery Rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i).
1	BE/BTech Engineer	Mechanical Engineering	Principal Technical Representative at site	5	1	Rs. 30,000/- per month
2	BE/BTech or Diploma Engineer	Electrical/Mechanical Engineering	Site Supervisor/Engineer	3	1	Rs. 20,000/- per month

Clause – 42:(CCC – 2008, P. 36)

(i)	(a) Schedule / statement for determining theoretical quantity of cement on the basis of :	--
(ii)	Variations permissible on theoretical quantities.	
A	Cement	
	i) for works with estimated cost put to tender up to Rs.5 Lakhs	NA
	ii) for works with estimated cost put to tender more than Rs.5 Lakhs	NA
B	Bitumen for All works	NA
C	Steel reinforcement and structural steel sections	NA
D	All other materials.	NA

RECOVERY RATES

S. No.	Description of Item	Rates in figures & words at which recovery shall be made from the Contractor	
		Excess wastage beyond permissible limit	Less use Beyond permissible Limit
1	Cement	NA	450Rs / 50Kg Bag
2	Structural and Reinforcement Steel	NA	RS 110000/Tonne
3	Structural Sections	NA	NA

Notes-

1. In the case of any discrepancy between these “Salient Governing Features of the Tender/Work” & the book “**Conditions and Clauses of Contract – 2008**”, stipulations given in these “Salient Governing Features of the Tender/Work” shall take precedence.
2. In the case of any discrepancy found in printed matter of Hard copy and Soft copy of any document of the tender including Technical & Financial bids, (either downloaded from the departmental web-site or provided by the department through e-mail or any other mean), the matter of soft copy shall always Govern/ prevail.
3. It will be the responsibility of the Contractor to get the character & antecedents of the regular staff & Supervisors, engaged by them, for carrying out the work being awarded to him, verified from the Police authorities and produce the report of the verification to the Security at the gate under intimation to Engineer-in-Charge of the work.

SPECIAL CONDITIONS OF CONTRACT

1	<u>LIQUIDATED DAMAGE</u>
a)	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.
2	<u>ARBITRATION</u>
a)	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.
300	<u>DIRECTOR-ACTREC/THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:</u>
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 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.
c)	To reject abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention.
d)	Officer authorized on behalf of the Director-TMC does not bind himself/herself to accept the lowest or any other offer & reserve the right to cancel, reduce or split the contract on more than one source without assigning any reason for such action.
e)	DIRECTOR-TMC reserves right to accept the tender in full or part without assigning any reason.
4	<u>RISK PURCHASE</u>

a)	In the event of failure to execute the contract to the satisfaction of the engineer in-charge he has the reserves the right:
b)	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.
c)	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.
5	<u>GENERAL LIEN</u>
a)	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.
6	RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY
a)	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.
7	<u>TERMINATION FOR DEFAULT</u>
a)	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;
b)	If the bidder fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
c)	If the bidder fails to perform any other obligation(s) under the contract.
d)	If the bidder 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.

e)	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 bidder shall be liable to ACTREC for any excess cost for such similar work. However, the bidder shall continue the performance of the contract to the extent not terminated.
8	<u>ADDITIONAL OR EXTRA WORK</u>
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, Referee detail Clause 12 of GCC to know more.
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.
c)	Bidder to inform in advance before executing additional/substitute quantity. Prior approval for the same should be obtained from ACTREC before execution.
9	<u>PAYMENT TERMS</u>
a)	Payment shall be settled for the work actually executed by the agency and the executed quantities items wise will billed after taking joint measurement between contractor and Engineer-in charge.
b)	Payment will be done as per actual measurement.
c)	60% against delivery and satisfactory certification by engineer-In charge. (The contractor has to forward their bill enclosing the challans duly endorsed at security gate with receiver signature) for each particular item as listed in financial bid.
d)	20% against installation for each particular item of financial bid.
e)	20% against Testing & commissioning with certification by Engineer in- Charge
c)	Payment term other than above mention will not be accepted.
10	<u>FAIR WAGES</u>
	The bidder shall pay the monthly wages to the labours 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.
	<u>Other Special conditions (This conditions overrule other condition specified anywhere in contract as applicable)</u>
1	The work to be carried out as per the instruction of Engineer-in charge.
2	Material delivery challans to be submitted along with running and final bills duly sign and stamp at ACTREC security Gate.

3	Deployed workers must have company Identity cards and should follow all safety as per the labour laws.
4	Material to be used of approved make with ISI mark as mentioned in schedule of rate and as per the instruction of Engineer-incharge.
5	Space for storage of material during execution of work will be provided if available in the ACTREC Premises to the contractor. But risk of theft/damage is the contractor's risk and TMH/ACTREC is not responsible for any theft/damage/fire.
6	During execution of works, contractor has to take adequate care of ongoing patients care services.
7	No mobilization or secured advance will be paid to contractor.
8	The Contractor should depute Supervisor/Engineer at site during execution of works on each and every day and night as per the instructions given by Engineer - in charge.
9	Defect Liability period 12 month from the date of actual completion of work.
10	If the contractor fails to clear the debris from premises then fine of Rs 15,000/truck will be charged and recovered.
11	Agency to bring his manpower to execute the works irrespective of quantity of work allotted.
12	Engineer in charge may priorities one type of work over the other and the contractor has to abide as per the requirements.
13	Escalation is not applicable since the time period is less than 18 months for execution. Quoted/Negotiated Prices will remain firm for entire contractual period including the period for Comprehensive Operation and Maintenance.
14	Security Deposit will be deducted @ 2.5% of work order value from the running bills and will be refunded after completion of defect liability period of one Year without any interest.
15	Performance Guarantee will be release only after award of completion certificate by engineer incharge.
16	Earnest Money deposit i) Rs. 19,800/- in the form of FDR/DD/BG/ Insurance Surety Bond as prescribed above. or ii) a) 50% of EMD Amount i.e, Rs. 9900/- in the form Demand Draft/BG/ Insurance Surety Bond / Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e, of Rs 9900/- 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) 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 MSME certificate by the Vendor along with tender.

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

Date:

Seal and Signature.

CDN/C-1:LIST OF CHANGES / MODIFICATION IN THE CCC – 2008

SN	Existing Provision	Modified Provision
1	SECTION – 1: NOTICE INVITING TENDERS	
1.2	<p>Sl. No. 6, Page 6 :</p> <p>Performance Guarantee: The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount within the period specified in Schedule “F”. This guarantee shall be in the form of Department’s cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker’s cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.</p>	<p>Sl. No. 6, Page 6 :</p> <p>Performance Guarantee: The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 3% of the tendered amount within the period specified in Schedule “F”. This guarantee shall be in the form of Department’s cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker’s cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form. The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance Guarantee</p>
1.3	<p>Sl. No. 9, Page 6 :</p> <p>Validity of tender: The tender for the work shall remain open for acceptance for a period of 120 days from the last date of its submission.</p>	<p>Sl. No. 9, Page 6 :</p> <p>Validity of tender: The tender for the work shall remain open for acceptance for a period of 150 days from the date of opening of technical bids.</p>
2	SECTION – 2: ITEM RATE TENDER & CONTRACT FOR WORKS	
2.1	<p>Para – 3 at page 7: We agree to keep the tender open for one</p> <p>hundred twenty (120) days from the last date of its submission and not to make any modification in its terms and conditions.</p>	<p>Para – 3 at page 7 : We agree to keep the tender open for 150 days from the</p> <p>date of opening of technical bids and not to make any modification in its terms and conditions.</p>
2.2	<p>New para is added as second last para , Page 8</p>	<p>New para is added as second last para, Page 8: 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 tendering in <u>ACTREC/TMC</u> in</p>

		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 Performance Security.
3	SECTION -3 : GENERAL RULES AND DIRECTION	
	Para 12 (ii) The tenderer, whose tender is accepted, will also be required to furnish by way of security Deposit for fulfillment of the contract, an amount equal to 5% of the tendered value of the work.	Para 12 (ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of the contract, an amount equal to 2.5% of the tendered value of the work.
4	SECTION -4 : CONDITION OF CONTRACT	
4.1	New para is added as (xv) , Page 11	New para is added Page 11 (xv) Date of commencement of work – The date of commencement of work shall be the date of start as specified in Schedule F or the 1 st date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
5	SECTION – 5 (i): GENERAL CLAUSES OF CONTRACT (GCC)	
5.1	Clause 1Page No. 13 (iv) In the event of the contract being determined under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director TMC.	Clause 1Page No. 13 (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director TMC.
5.2	Clause 1Apara 1, Page No. 13 The person(s) whose tender may be accepted (herein after called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductionsto make good the deficit	Clause 1Apara 1, Page No. 13 The person(s) whose tender may be accepted (herein after called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum amount to security deposit of 2.5% of the tendered value of the work.

5.3	<p>Clause 1A para 3, Page No.13</p> <p>Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs.5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs.5 lakhs.</p>	<p>Clause 1A para 3, Page No. 13</p> <p>Security Deposit it as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs. 5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 lakhs. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.</p>
5.4	<p>Clause 3 Page No. 14</p> <p>(xii) If the work is not started by the contractor within 1/8th of the stipulated time.</p>	<p>Clause 3 Page No. 14</p> <p>(xii) : Deleted</p>
5.5	<p>Clause 10 C Page No. 21</p> <p>Clause 10 C Page No. 21 PAYMENT ON ACCOUNT OF INCREASE IN PRICES/ WAGES DUE TO STATUTORY ORDER (S) : If after submission of the tenderof the value of work done during that period.</p>	<p>Clause 10 C Page No. 21</p> <p>Deleted</p>

5.6.1	Clause 10 CA para 3, Page No. 21 PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER: The increase/ decrease in prices..... as indicated in schedule "F" shall be followed.	Deleted
5.6.2	Clause 10 CA Page No. 21 Addition to the last para	Deleted
5.7	Clause 10 CC Page No. 22 PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/ WAGES AFTER RECEIPT OF TENDER FOR WORKS:	Deleted
5.7.1	Clause 10 CC Page No. 22 (ii) (d) Full assessed value of Secured Advance fresh paid in this quarter	Deleted
5.7.2	Clause 10 CC Page No. 22 Components of cement, steel, materials, labour, P.O.L., etc. shall be pre- determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in- charge in working out such percentage shall be binding on the contractors.	Deleted
5.7.3	Clause 10 CC Page No. 22 The compensation for escalation for cement, steel, materials, P.O.L shall be worked as per the formulae given below:	Deleted
5.7.4	Clause 10 CC Page No. 22 <u>a) Adjustment for component of "cement"</u>	Clause 10 CC Page No. 22 Deleted
5.7.5	Clause 10 CC Page No. 23 <u>b) Adjustment for component of "steel"</u>	Clause 10 CC Page No. 23 Deleted

5.7.6	Clause 10 CC Page No. 23 c) Adjustment for civil component (Except cement &	Deleted
5.7.7	Clause 10 CC Page No. 23 18 Xm : Component of materials expressed as percent of the total value of work.	Deleted.
5.7.8	Clause 10 CC Page No. 23 <u>d) Adjustment for component of "POL"</u>	Deleted
5.7.9	Clause 10 CC Page No. 24 ix) Provided always that the provision of the preceding Clause 10 I and 10 CA shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provisions of Clause 10 I and 10 CA will become applicable.	Deleted
5.8	Clause 11 para 3, Page No. 24 The contractor shall comply with the construction. (Repeated)	Clause 11 para 3, Page No. 24 Deleted
5.9.1	Clause 12.2 para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING: In the case of extra item (s) the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Clause 12.2 para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING : In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In rate analysis material & labour components shall be as per CPWD ASR. However when item/material not available in DSR then rate of material to be as per market rates based on invoice and rate of labour as per statutory Authority.

5.9.2	<p>Clause 12.2 para 2, Page No. 25</p> <p>In the case of substituted items the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.</p>	<p>Clause 12.2 para 2, Page No. 25</p> <p>In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.</p>
5.9.3	<p>Clause 12.5: page 25</p> <p>For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation:</p>	<p>Clause 12.5: page 25</p> <p>For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation:</p>
	<p>(i) For buildings, compound walls: plinth level or 1.2 metres (4 feet) above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.</p> <p>ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs: the bed of floor level.</p>	<p>(i) For buildings, compound walls: plinth level or 1.2 m above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.</p> <p>(ii) For abutments, piers, retaining walls of culverts & bridges, walls of water reservoirs and well staining: All works upto 1.2 m above the bed level.</p> <p>(iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures, where floor level is not determinate: All works upto 1.2 m above the average ground level or bed level.</p>
	<p>For retaining walls where floor level is not determinate: 1.2 metres above the average ground level or bed level.</p> <p>iv) For roads: all items of excavations and filling including treatment of sub-base and soling work.</p> <p>For water supply lines, sewer lines, underground SWD & similar works: all items of work below ground level except items of piping work.</p> <p>vi) For open storm water drains: all items of work except lining of drains.</p>	<p>(iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 m above the ground level.</p> <p>(v) For basement: All works upto 1.2 m above ground level or upto floor 1 level whichever is lower.</p> <p>vi) For Roads: all items of excavations and filling including treatment of sub-base and soling work.</p> <p>vii) For water supply lines, sewer lines, underground SWD & similar works: all items of work below ground level except items of piping work.</p> <p>viii) For open storm water drains: all items of work except lining of drains.</p>

<p>5.10</p>	<p>Clause 14 Page No. 26</p> <p>CANCELLATION</p> <p>OF CONTRACT</p> <p>IN FULL</p> <p>OR</p> <p>PART: (Deleted & merged with clause-3)</p>	<p>Clause 14 Page No. 26 Carrying out part work at risk & cost of contractor:</p> <p>If contractor:</p> <p>At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or</p> <p>iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not</p>
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		<p>complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to :</p> <p>a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.</p> <p>In the event of above course being adopted by</p>
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		the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.”..
5.11	Clause 19 para 1,Page No. 28 The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1998.	Clause 19 para 1, Page No. 28 The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1986.
5.12	Clause 19A Page No. 28 No labour below 18 years: No labour below the age of 18 (eighteen) years shall be employed on the work.	Clause 19A Page No. 28 No labour below 14 years: No labour below the age of 14 (fourteen) years shall be employed on the work.
	CS-5: CCC-2008: P.36	
5.13	CLAUSE 37 : LEVY / TAXES PAYABLE BYCONTRACTOR: (i) Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. (ii) The contractor shall deposit royalty and obtain necessary permit as required for supply of the sand, aggregate, stone etc. from local authorities. (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	CLAUSE 37 : LEVY / TAXES PAYABLE BYCONTRACTOR: i) GST , Building and other Construction workers Welfare cess or any other tax, Levy or Cess in respect of input for or output by this contract shall be payable by thecontractor and Government shall not entertain any claim whatsoever in thisrespect except as provided under Clause 38. (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

	<p>CS-2: CCC-2008 P.8 &Section-2 : SGFP-2</p> <p><i>Following para is added in Section- 2 as second last para (Item Rate Tender & Contract for Works) "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 ofDepartment, then I/we shall be debarred for tendering in <u>ACTREC/TMC</u> 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"</i></p>
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5.14	<p>CS-5: CCC-2008: P.36</p> <p>CLAUSE 38:</p>	<p>Clause 38:</p>
	<p>CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS:</p> <p>i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuantto the Constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by Statute, after .the last dateof the receipt of tender and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not,in the opinion of the Engineer- in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and / or the Engineer-in-charge and further shall furnish such other information / document as the Engineer-in-charge may require from time to time.</p> <p>iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant</p>	<p>CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OFTENDERS:</p> <p>i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, building and other construction workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and other Construction Welfare Cess or imposition or repeal of any other tax,levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Building and other Construction workers welfare cess or any tax (other than GST), levyor cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause-5 in Schedule 'F'.</p> <p>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.</p>

to the Constitution (46 th Amendment) Act 1982, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.	(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess , give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
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<u>GST Clause:</u>		
5.15	----	Since the GST (by subsuming indirect taxes such as VAT, Excise duty, service tax, octroi etc.) is applicable w.e.f. 01.07.2017, GST as applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

5.16	<p>Construction and Demolition Waste Management Plan</p>	<p>Regarding disposal of Construction waste from site of work, the agency has to abide by the guidelines of Construction and Demolition (C&D) waste management plan as approved by MCGM/CIDCO and any other regulations issued by statutory authorities in the matter from time to time and Department is not responsible in any way in this regard.</p> <ol style="list-style-type: none"> i. Royalty for excavation, transportation, filling of earthwork etc. including obtaining permission from statutory authority shall be borne by the contractor. ii. Contractor shall strictly follow the statutory rules and regulations of the Construction and Demolition Debris Management Plan for project site. iii. Surplus Excavated materials shall be disposed from construction site at approved disposal ground of MCGM/CIDCO including cost of necessary statutory charges, applicable. iv. Construction debris shall also be disposed from construction site at approved disposal ground of MCGM/CIDCO/PMC including cost of necessary statutory charges, applicable. v. Contractor shall submit acknowledgement of challan for each trip for unloading of Construction and Demolition waste material as per the standard format vi. Contractor shall be responsible and liable for penalty if any as prescribed by the local Authority in case of in case of procedure laid down in the Construction and Demolition Debris Management Plan.
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**CDN/C-3 :- Form of Bank Guarantee for Earnest Money Deposit/
Performance Guarantee/Security Deposit/Mobilization Advance**

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to ACTREC/TMC in connection with the execution of contracts)

**Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee/Security
Deposit/ Mobilization Advance**

1. Whereas the (Designation of Engineer) _____ (name of division) _____, ACTREC/TMC on behalf of the Director TMC (hereinafter called "The Government") has invited bids under (NIT number) dated for (name of work.) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as Earnest Money Deposit from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the (Designation of Engineer) (name of division) ACTREC/TMC on behalf of the Director TMC (hereinafter called "The Government") has entered into an agreement bearing number with

..... (name and address of the contractor) (hereinafter called "the Contractor") for execution of work (name of work) The

Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date). as **Performance**

Guarantee/ Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on

the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees on|y)

4. We, (indicate the name of the Bank) , further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, (indicate the name of the Bank)....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witness:

1. Signature.....
signatoryName and address

Authorized

Name

Designation

Staff Code no. Bank Seal

2. Signature.....

Name and address

* Date to be worked out on the basis of validity period from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/ security deposit/ mobilization advance, as the case may be.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

**To,
The Director,
Advanced Centre for Treatment, Research & Education in Cancer (ACTREC),
Tata Memorial Centre,
Kharghar, Navi Mumbai- 410208.**

Tender Ref: -----

Name of Work:

I/We read the various conditions to tender including general conditions and hereby agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of 150 (One hundred Fifty) days from the date fixed for opening the same and in default thereof. I/we will be liable for forfeiture of my/our "Security Deposit" to Tata Memorial Centre, ACTREC. I/We will execute the work as per the quoted rates and hereby bind myself/ourselves to execute the work in all respects during the period of contract from the date of issue of letter of acceptance of the tender. I/we also hereby agree to abide ACTREC/TMC general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by ACTREC.

A sum of _____ - is hereby forwarded as Earnest Money in the form of D.D/ Bank's P.O. through receipt No. _____ dated _____ for Rs. _____. The full value of Earnest Money shall stand forfeited without prejudice to any other rights to remedies if:-

A) I/we do not execute the contract documents immediately after getting information from ACTREC.
B) I/we do not commence the work within 15 days after issue of the letter including work order to that effect. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us indicated in the letter of acceptance of my/our offer for this work.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Compliance form-1

NIT :- TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022

Name of the Vendor :-		
Sr. No	Description	Compliance from agency (Yes/No)
1	Supply, Installation, Testing and Commissioning of 50 mm dia motorised control valve with metal body having non-corrosive coating and motor having rating of IP 65 or higher alongwith pipe, fittings, accessories including flanges all metal fittings including FT and MT accessories all complete as per the instruction of engineer incharge.	
2	Supply, Installation, Testing and Commissioning of 100 mm dia motorised control valve with metal body having non-corrosive coating and motor having rating of IP 65 alongwith pipe, fittings, accessories including flanges all metal fittings including FT and MT accessories all complete as per the instruction of engineer incharge.	
3	Supply, Installation, Testing and Commissioning of bypass arrangement of manual valve of 50mm dia body having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	
4	Supply, Installation, Testing and Commissioning of bypass arrangement of manual valve of 100mm dia body having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	
5	Supply, Installation, Testing and Commissioning of water level sensors float type IP 68 having non-corrosive probes/floates alongwith fittings, accessories all complete as per the instruction of engineer incharge.	
6	Supply, Installation, Testing and Commissioning of PLC control panel with display of water levels and operation of inlet valves having non-corrosive coating alongwith fittings, accessories with suitable mounting/Framing arrangement all complete as per the instruction of engineer incharge.	
7	Supply, Installation, Testing and Commissioning of PLC control panel with display of water levels and operation of outlet valves having non-corrosive coating alongwith pipe, fittings, accessories including flanges with suitable mounting/Framing arrangement all complete as per the instruction of engineer incharge.	

8	Supply, Installation, Testing and Commissioning of water level sensors capacitive type having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	
9	Supply, Installation, Testing and Commissioning of water level indicator sytem digital type alongwith fittings, accessories including flanges all complete as per the instruction of engineer incharge.	
10	Supply, laying, installation, Testing and commissioning of 10 Pair Armored copper cable for level indication and sensing including glanding, termination and all accessories as per the instruction of engineer incharge.	
11	Supply, Laying, installation, Testing and commissioning of 1.5 Sqmm - 3 core armored copper cable including glanding, termination and all accessories for power supply as per the instruction of engineer incharge.	
12	Supply and installation, Testing and commissioning of Junction board IP 68 and all accessories with suitable mounting/Framing arrangment on ground floor as per the instruction of Engineer incharge.	
13	Supply and installation of Junction board IP 68 and all accessories with suitable mounting/Framing arrangment at intersection of cables as per the instruction of Engineer incharge.	

Compliance form-2

NIT.: TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022

Name of the Vendor		
Sr. No	Description	Compliance from agency
1	We have understood technical requirements 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(bidder) 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 TMC- ACTREC.	Yes/No
9	We have understood and accepted that accepting the tender & issuing order in full or in part will be decided by the TMC-ACTREC competent authority as per policy of the center.	Yes/No

Date

Signature

NEFT FORM

Dated. __.__.____

Tender Ref. No. TMC/ACTREC/ENGG/PG-132/ET-43/AUTOMATION HWCC/2022

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.

Certified that the particulars furnished above are as per our records

Signature of the authorized official from the

Bank Stamp:

Date:

Note: Xerox copy of Cheque may be attached, without which the form will not be accepted *(Only for New vendor of ACTREC)*

Scope of Work:

1	Providing and fixing motorized control on terrace at suitable location as shown by Engineer incharge.
2	The bypass arrangement should be provided near to the motorized valve with easy access to the valves.
3	The water level indicator should provide display of water level through PLC control panel placed on ground floor. The level should shown with pictorial view of tanks instead of levels in percentage.
4	During the one year warranty the agency to clean the indicators/probes etc and rectify any and all defects at no extra cost.
5	Cables should be laid such that they are firmly fixed with clamps, nuts and bolts and distance as per the instruction of engineer incharge.
6	Automation to be provided to avoid overflow of tank with indicator system designed such that at certain levels specified by Engineer incharge the control valves are automatically closed.
7	Junction box shall be provided at location where there is minimal disturbance.
8	Provision to be made such that all the control valves can be operated from PLC control panel placed on ground floor in addition to the automation as instructed by engineer incharge.
9	Trap doors to provide access should be provided
10	Concealed wiring and conduiting any open conduiting required shall be done as per the instruction and the scope also includes temporary removing of false ceiling to lay the cable and then refixing the false ceiling wherever required.
11	Transportation of materials from the factory to ACTREC installation site respectively, unloading, keeping the same at site appropriately and placing as per the instructions of Engineer-incharge.
12	Agency to submit all relevant documents, test reports/certificates, as laid drawing, warrantee cards, post installation servicing during warrantee period etc.
13	Agency to give 1 year warrantee for the system i.e. Agency to provide service and maintenance support during defect liability period free of cost.
14	All the features/functionalities must be shown and tested before completion certificate is issued for settlement of final payment. Bill will be settled as per actual measurement.
15	Agency should submit all the necessary catalogues, Brochures, as laid drawings/schematic, test reports, certificates, undertakings etc. as required for approval before procurement of material.

16	Disposal /Removal of material should be done as mentioned in the item rates and as per the instruction of Engineer-in charge and final bill will be released after clearance of site.
17	The scope of work detailed above are indicative of the probable nature of the works only and the entire scope of work is not limited to the information furnished above.
18	All areas must be cleared from debris/ dismantled materials before completion certificate is issued for settlement of final payment. Bill will be settled as per the joint measurement for actual work done.
19	Once the order is issued, agency to contact respective engineer-in-charge for administrative activities, challans, gate pass, submission of bills, any other site related activities etc.
21	Transportation of related materials from the factory/ customs (if imported) to ACTREC installation site respectively, unloading, keeping the same at site appropriately for execution and installation thereafter in the scope of agency.
22	Agency has to design the system and provide comprehensive solution within the constraints of BOQ.

SCHEDULE OF QUANTITY

Sr no.	Description	UNIT	Qty
1	Supply, Installation, Testing and Commissioning of 50 mm dia motorised control valve with metal body having non-corrosive coating and motor having rating of IP 65 or higher alongwith pipe, fittings, accessories including flanges all metal fittings including FT and MT accessories all complete as per the instruction of engineer incharge.	Nos	3.00
2	Supply, Installation, Testing and Commissioning of 100 mm dia motorised control valve with metal body having non-corrosive coating and motor having rating of IP 65 alongwith pipe, fittings, accessories including flanges all metal fittings including FT and MT accessories all complete as per the instruction of engineer incharge.	Nos	3.00
3	Supply, Installation, Testing and Commissioning of bypass arrangement of manual valve of 50mm dia body having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	Nos	3.00
4	Supply, Installation, Testing and Commissioning of bypass arrangement of manual valve of 100mm dia body having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	Nos	3.00
5	Supply, Installation, Testing and Commissioning of water level sensors float type IP 68 having non-corrosive probes/floats alongwith fittings, accessories all complete as per the instruction of engineer incharge.	Nos	3.00
6	Supply, Installation, Testing and Commissioning of PLC control panel with display of water levels and operation of inlet valves having non-corrosive coating alongwith fittings, accessories with suitable mounting/Framing arrangment all complete as per the instruction of engineer incharge.	Nos	1.00
7	Supply, Installation, Testing and Commissioning of PLC control panel with display of water levels and	Nos	1.00

	operation of outlet valves having non-corrosive coating alongwith pipe, fittings, accessories including flanges with suitable mounting/Framing arrangement all complete as per the instruction of engineer incharge.		
8	Supply, Installation, Testing and Commissioning of water level sensors capacitive type having non-corrosive coating alongwith pipe, fittings, accessories including flanges all complete as per the instruction of engineer incharge.	Nos	3.00
9	Supply, Installation, Testing and Commissioning of water level indicator sytem digital type alongwith fittings, accessories including flanges all complete as per the instruction of engineer incharge.	Nos	3.00
10	Supply, laying, installation, Testing and commissioning of 10 Pair Armored copper cable for level indication and sensing including glanding, termination and all accessories as per the instruction of engineer incharge.	Rmt	300.00
11	Supply, Laying, installation, Testing and commissioning of 1.5 Sqmm - 3 core armored copper cable including glanding, termination and all accessories for power supply as per the instruction of engineer incharge.	Rmt	340.00
12	Supply and installation, Testing and commissioning of Junction board IP 68 and all accessories with suitable mounting/Framing arrangement on ground floor as per the instruction of Engineer incharge.	Nos	1.00
13	Supply and installation of Junction board IP 68 and all accessories with suitable mounting/Framing arrangement at intersection of cables as per the instruction of Engineer incharge.	Nos	4.00