



TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH &
EDUCATION IN CANCER (ACTREC)
Kharghar, Navi Mumbai-410 20

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

Kharghar, Navi Mumbai-410210

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TENDER DOCUMENT

NAME OF WORK

SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC



Name of the Agency:



Engineering Services

Second Floor, Khanolkar Shodhika,

Phone - 022 6873/2740 5000 Ext 5010, 8546

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NAME OF WORK

**SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in
Histopathology Lab in Archive Bldg, ACTREC.**

LIST OF DOCUMENTS

NAME OF THE AGENCY		
Sr. No.	List of Documents	
Envelope-1: Part A Technical Bid.		
1	E.M.D. Declaration	
2	Facia Page	1
3	List of Documents	2
4	Notice Inviting Tender	3
5	Tender Requirements for Eligibility	5
6	Vendors Details	9
7	NEFT Details	14
8	Acceptance Form	15
9	Special Condition of Contract	16
10	Compliance form 1	21
11	Compliance form 2	22
12	Bid Security Declaration	23
14	Book containing Conditions of Contract	80 pages
Envelope 2 Part B Financial Bid:		
15	Financial Bid	02 Pages

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

Envelope 1: Technical Bid will contain all documents needed (along with valid EMD) with signed and stamped on ALL pages.

- Envelope 2: Financial Bid signed with stamp/seal on ALL pages
 2. Other documents connected with technical bid must be signed with stamp/seal.
 (Condition of contract book etc.)
 3. Single Envelope to enclose separate envelopes of technical bid and financial bid which is to be submitted by the agency duly endorsed (Stamped) by security of ACTREC before last date of submission.

**TATA MEMORIAL CENTRE
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Tender Ref. No. TMC/ACTREC/ENGG/SP/LT-72/SITC of Acoustic Insulation/2024

Sub: SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC.

Part A Technical Bid.

NIT DETAILS:		
1	NIT No.	NIT No. TMC/ACTREC/ENGG/SP/LT-72/SITC of Acoustic Insulation/2024
2	Name of work	SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC
3	Location of work	The work will be carried at ACTREC Premises, Kharghar. Navi Mumbai.
4	Estimated cost put to tender	RS. 1,60,000/- Excluding GST
5	EMD	<p>Rs.3,200/- Earnest Money deposit i) Rs.3,200/- in the form of FDR/DD/ Cash Receipt as prescribed above. or ii) a) 50% of EMD Amount i.e, Rs. 1600/- in the form Cash Receipt/Demand Draft/ Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e, of Rs 1600/- 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) Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid.</p>
6	Completion period	30 days

7	Fee of Tender Document	-
8	Tender Processing Fee	-
9	Performance Guarantee	5 % of Work order Value (The successful bidder is to submit the Performance guarantee within 15 days of issue of LOI and will be returned without interest on settlement of contractor's final bill and issuance of completion certificate.
10	Dates of availability of Tender Documents	From 14/10/2024 (15:00 hrs.) to 04/11/2024 (17:00 hrs.) In the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210. Detailed NIT is available on website www.actrec.gov.in for view only .
11	Date of Pre-bid clarification	14/10/2024 (11:00 hrs to 15:30 hrs) at the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai,
12	Last date and time of submission of tenders	21/10/2024 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
13	Last date for submission of original DD/FDR/BG etc. towards EMD etc.	On or before 04/11/2024 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
14	Date & Time of opening of Technical Bids	On 05/11/2024 (15:30 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.
15	Date of opening of Financial Bids of qualified bidders	Will be notified at a later date.

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

**TATA MEMORIAL CENTRE
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TENDER REQUIREMENTS FOR ELIGIBILITY: -	
1	Contractors who fulfil the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
1.1	Proof of registration with Government / Semi Government organizations like CPWD, CIDCO, Railways, State PWDs etc. in appropriate class and having experience in execution of similar nature of works.
1.2	<p>Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of tender.</p> <p>For this purpose, Cost of work shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an Officer not below the rank of Executive Engineer / Project Manager or equivalent.</p> <p>(i) Completed Three similar works each costing not less than <i>40% of Estimated amount put to tender i.e., Rs 64,000/-</i> OR Completed Two similar works each costing not less than <i>60% of Estimated amount put to tender i.e. Rs 96,000/-</i>, OR Completed One similar work costing not less than <i>80% of Estimated amount put to tender i.e. Rs 1,28,000/-</i></p> <p>Note: Similar work shall mean:</p> <p>Supply, Installation, Testing & Commissioning of LPG Pipe Line work.</p> <p>ii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tender.</p>
1.3	Should have had average annual financial turnover of Rs 1,60,000/- (<i>i.e., 100% of Estimated amount put to Tender</i>) during the last three years ending 31st March, 2023 . (Scanned copy of Certificate from CA to be uploaded) Year in which no turnover is shown would also be considered for working out the average.
1.4	Should not have incurred any loss in more than two years during the last three years ending 31st March, 2023 .

1.5	The applicant should have valid Solvency of Rs.64,000/- certified by his bankers. (i.e. 40% of cost of Tender)
1.6	The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula: Bidding Capacity = A x N x 2 - B Where, A = Maximum turn over in any one year during the last five years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing the actual value of works at a simple rate of 7% per annum. N = (0.083) = Number of years prescribed for completion of work for which pre-qualification application has been invited. B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited.
1.7	List of similar works carried out by them for last 07 years indicating: i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
1.8	CERTIFICATES: (Scanned copy of original certificates to be uploaded)
	i) Similar works experience (Work order and completion certificate)
	ii) GST Registration Certificate
	iii) PAN (Permanent Account Number) registration
	iv) Company Registration Certificate
	v) Turnover Certificate (Last 3 Years by CA)
	vi) Income Tax Return/Profit and Loss Statement (Last 3 Years by CA)
1.9	UNDERTAKING as under: - I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis . Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in TMC/ ACTREC in future/ forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. I / We have read and examined the E-Tender Notice for Inviting Pre-Qualification (PQ) of Contracting Agencies, Section I, II & III, & other documents and rules referred to and all other contents in the tender documents for the work AND ACCORDINGLY.I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

	(Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid).
1.10	Bidder should not been blacklisted during last 5 years by any Central / State Government Department/Organization. Note - Self-Declaration to be submitted.
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	<u>OBTAINING OF STANDARD DOCUMENTS:</u> In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of Tender Documents for this work. These documents can be downloaded from the ACTREC's website. In case the agencies already possess these standard documents with them, the same need not be downloaded, printed, signed, stamped and submitted as a part of tender document.
5	Certificate of Financial Turn Over: At the time of submission of bid, contractor may submit Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or including profit & loss statements and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
6	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.
7	Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ACTREC.
8	IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in TMC.
9	Hard copy of Technical Bid shall be submitted in ACTREC before due date and time. Hard copy should have all the documents including EMD is original.
10	Any Additional work needs to be executed for completion of work, CPWD DSR/Analysis of rates/Manual 2021 for rates will be considered.
11	All papers submitted with the tender should bear the signature of the tenderer on every page.

12	Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is detected later that this condition has been violated all the tenders submitted by Tenderer would be rejected or cancelled and earnest money or security deposit will be forfeited in addition to such legal action as may be deemed fit and proper.
14	Canvassing in connection with tender/quotation is strictly prohibited.
15	Director-ACTREC reserves right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason.
16	Mode of measurement will be as per the guidelines laid in the Departmental conditions of contract & technical specifications.
17	Awarding work order will be strictly as per departmental norms/policies as decided by Competent Authority of TMC-ACTREC.

Officer-in-Charge,
Engineering Services,
ACTREC

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

Date:

Seal and Signature contractor

TATA MEMORIAL CENTRE

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

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Tender Ref. No. TMC/ACTREC/ENGG/SP/LT-72/SITC of Acoustic Insulation/2024

1	Name of Work		
2	We have quoted for all the items in Financial bid in the prescribed format of the Tender documents (say 'yes / No) (Partial/incomplete offers are liable for rejection)		
3	Name / Title of the Bidder / Type of Establishment		
4	Full Address		
5	Name of the person authorized to deal / undertake business for and on behalf of the Bidder		
6	Telephone & Mobile Number		
7	Fax. No		
8	Email Address		
9	Legal entity of Bidder whether Firm / Society / Company / SSI unit/ MSME		
10	Registration Number		
11	Authority with whom Registered		
15	PAN No.		
16	GST No		
17	List of manpower employed by Bidder		

18	Experience of the Bidder in dealing with the tendered item / works.		
19	Certificates :		
	Similar works experience (Work order and completion certificate)		
	Company Registration: Contractor Registration certificate/ shop & establishment registration certificate/ sale tax registration certificate etc.		
	Turnover Certificate (Last 3 Years by CA)		
	Income Tax Return/Profit and Loss Statement (Last 3 Years by CA)		
	TIN/GST Registration		
	PAN (Permanent Account Number) Registration		
20	Turnover in the last 3 years		
	1) 2021-2022		
	2) 2022-2023		
	3) 2023-2024		
21	Details of Work Orders in the last 7 years, amount, Name of Authority, Completion Period, etc.(separate sheet)		
22	There are no deviations of specification/model/type etc. in any of the items of Financial Bid. (Deviations, if any, shall be mentioned in Technical Bid. The agency has to quote separately for the those items		

	and enclose with Financial Bid)		
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I/we hereby declare that the information given by me is true to the best of my knowledge and I / we take the responsibility for same. I/We also understand that partial/incomplete offer will liable for rejection.

LIST OF DOCUMENTS TO BE SUBMITTED

- 1 EMD
- 2 **Financial Turn Over certified by CA Last 3 year**
- 3 **ITR return of last 3 years**
- 4 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 *Certificates of Work Experience / Performance Certificates*
- 7 *GST (Goods and Services Tax) Registration Certificate*
- 8 *PAN (Permanent Account Number) Registration*
- 9 *EPFO registration certificate, If any.*
- 10 *ESIC registration certificate, If any.*
- 11 Undertaking that the eligible similar work(s) have not been executed through another ~~contract~~ on back-to-back basis.
- 12 **Undertaking for having gone through the documents as per Technical Bid.**
- 13 Undertaking for downloaded the Pre-bid clarifications issued by the Department after ~~the~~ of sale of tenders as indicated in the Technical Bid.
- 14 Compliance form 1
- 15 Compliance form 2
- 16 NEFT form (Only for New vendor with ACTREC/TMC)
- 17 *Acceptance Letter*
- 18 Tender document with Sign and Stamp
- 19 Condition of contract available on ACTREC Portal.
- 20 Contractor's Registration certificate (MSME, CPWD, MES shop & establishment registration certificate/ sale tax registration certificate etc. etc.)

Note. If any additional documents required during evaluation for clarification same will be asked from bidders during Technical evaluation. (Forms/Annexure separately attached)

**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, ACTREC/TMC on behalf of the President of India (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 ACTREC/TMC on behalf of the President of India (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 hereby 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..... Authorized
 signatory Name and address
 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

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

Tender Ref. No. TMC/ACTREC/ENGG/SP/LT-72/ SITC of Acoustic Insulation /2024

Sub: SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC.

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

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

Signature of the Tenderer with seal.

Certified that the particulars furnished above are as per our records

Signature of the authorized official from the bank

Bank Stamp:

Date:

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

Annexure-I

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- 410210.**

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 form 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)*

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)
SPECIAL CONDITIONS OF THE CONTRACT**

ELIGIBILITY CRITERIA:

1. It must be noted that the tenderer should not have been blacklisted by any Government Agency/Institutions of local self-Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Director, ACTREC reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency.
2. There shall be a screening committee appointed by Director ACTREC to examine the list of documents desirable as per terms & conditions attached to the Tender and to report in details on the eligibility of tenderers for further examination to the competent authority. The Tenderers are required to produce the original documents for verification if required for the screening committee.
3. Lowest bidder will be identified on the Total basic cost inclusive of all taxes but excluding GST AMOUNT quoted in financial bid those who have already qualified in technical bid.
4. Agency should have preferably their office / technical support team in Mumbai/Navi Mumbai area to provide after sales supports.
5. Agency shall have necessary tools and plants required for the execution of the work and the list of such equipment shall be attached
6. Competent Authority reserves right to accept or reject the offer in whole or in part and award the work in whole or in part, as per norms/policies accepted by the center.

PRICE BID

The tenderer should quote the price excluding of GST and inclusive all taxes and levies of the each items on the Schedule of Quantity enclosed with the tender documents and signature & stamp thereon each page, in separate sealed cover, super scribing name of work indicating 'PRICE BID'.(Price bid submitted other than above form will be rejected).Partial/incomplete offers are liable for rejection as the entire work is considered as one work and L1 will be decided by adding rates/amounts quoted for entire items of Schedule of Quantity as a composite work. If the tenderer does not qualify himself in the

technical bid, the price bid offered will not be entertained. In case of unsuccessful bidders in the technical bid, price bid will not be opened and would be returned (if required).

1. In the schedule of quantities, if rates are not quoted for items or if a firm quotes "NIL/N.A./Not applicable/---/ Leaving blank space etc." charges, the bid shall be treated as unresponsive and will not be considered.
2. L1 will be identified based on the Total basic cost quoted by the agency.
3. Validity of rates: 120 Days from the opening of the tender
4. Stipulated time for completion of work: **30 Days**
5. Defect Liability Period: 6 Months
6. Variation in quoted rates shall not be allowed and will not be payable i.e. Rates will be firm throughout the period of execution of contract.

LIQUIDATED DAMAGE

Successful tenderer will have to commence/execute the work as per the order placed by email/soft copy/LOI/Work order within the stipulated time period mentioned in the order. In failure to do so, the performance security submitted by the firm will be forfeited. In the event of the contractor fail to comply with conditions of this contract, he shall be liable to pay a compensation for non-commitment of work as per order or for the delay an amount equal to 1.0% per month of delay to be computed on per day basis, provided that the entire amount of compensation to be paid shall not exceed 10% of the Tender value of the work. If the work is not completed within the stipulated time period as mentioned in the work order or inferior nature of work, the engineer in-charge has the right to terminate the whole work or part and get the work done from other agency at the risk and cost of tenderer and access money will be recovered from any dues. Liquidated damage can be recovered from EMD, Performance Security, Security Deposit or running bills of the Tenderer. Extension in delivery of work will not be given except in exceptional circumstances. The defaulting tenderer will be debarred from participant of any tender of ACTREC.

ARBITRATION

In the event of any dispute arising between ACTREC and the contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Director, ACTREC who may himself act as sole arbitrator or may name as sole arbitrator an officer of ACTREC/TMH notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at MUMBAI/NAVI MUMBAI.

THE TENDER COMMITTEE / TENDERING AUTHORITY / UNDERSIGNED RESERVE THE RIGHT:

- a. To reject any / or all the Tenders at any stage without assigning any reason there of and not accept the lowest Tenders.
- b. To invite fresh offers from the open market or negotiate with other tenderers quoting higher rate to come down to the lowest rate of the item offered by the competitors in the tenders.
- c. To procure any item of the tender directly from State / Central govt. Undertaking at government rate even if a tender of other parties for the same item has been offered / accepted / approved.
- d. To reject abnormally low price of an item quoted by the tenderer in the Tender with some malafide intention.

RISK PURCHASE

In the event of failure to execute the contract to the satisfaction of the engineer in-charge he has the reserves the right:

- a. To reject any part of the contract executed and withhold payment for such portion of the contract till such time the defects are rectified to the satisfaction of the Engineer In-charge.

- b. To terminate the contract by giving 2 weeks' notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the contractor.

GENERAL LIEN

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

RECTIFICATION OF WORK/REPLACEMENT OF DEFECTIVE SUPPLY

In any supply item or any part of work is found defective or fails to meet the requirements of the contract before it is accepted, the ACTREC shall give the contractor a notice setting forth details of such defects or failures and the contractor shall forthwith arrange to set right the defective work or replace the defective supply by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the contractor at free of cost. Should the contractor fail to do the needful within this stipulated time frame, ACTREC reserves the right to reject the work/equipment in full or in part and get it replaced at the cost of the contractor. The cost of any such replacement made by the ACTREC shall be deducted from the amount payable to the contractor against this work order.

TERMINATION FOR DEFAULT

ACTREC, may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, for termination of this contract in whole or in part;

- a) If the contractor fails to deliver any or all the work within the time period (s) specified in the contract, or any extension thereof granted by ACTREC.
- b) If the contractor fails to perform any other obligation(s) under the contract
- c) If the contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ACTREC may authorize in writing) after receipt of the default notice from ACTREC on a notice period of 30 days.

In the event of ACTREC terminate the contract in whole or in part pursuant to above para the ACTREC may execute the work upon such term and in such manner as it deems appropriate work similar to those undelivered and contractor shall be liable to ACTREC for

any excess cost for such similar work. However, the contractor shall continue the performance of the contract to the extent not terminated.

ADDITIONAL OR EXTRA WORK

ACTREC reserve the right to place extra items other than schedule quantity for completion of given work order. In such cases the Engineer In-charge calculate the expenditure for supply and execution of such work by taking quotation from local agency and adding applicable levies, labor charges, incidental expenditure, profit etc as per the normal procedure to arrive suitable rate. He may also obtain the

Expenditure of the extra item either from CPWD 2021 DSR / Analysis of rates manual / If rates not available in DSR then the work order executed for government organization for similar work in the recent past. If the quantity of work is exceeding more than 10%, Engineer-in-Charge should be informed the same and execution should be done only after prior approval.

ACTREC also has the reserve to modify the quantity of items in work order to add/reduce/cancel as per the site requirements. Such additional quantity will be settled at the same rate and terms & conditions of the order on completion of work after taking final joint measurement.

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

PAYMENT TERMS

1. 100% against satisfactory work completion as per instructed by EIC.
2. Payment will be done as per the actual measurement.
3. Payment terms other than above mention will not be accepted.
4. Payment will be released after completion of work.

SCOPE OF WORK

1. Scope of work is as per BOQ provided with this tender, contractor have to execute the work as per the details specification.

2. Transportation of material from the factory to ACTREC installation site respectively, unloading, keeping the same at appropriately and placing as per the instruction of Engineer in-Charge.
3. *All required tools, tackle, adhesives, ladder, scaffolding etc in the scope of vendor.*
4. Agency to submit all relevant documents, catalogue, brochures, test reports/certificates, undertaking, warrantee cards, post installation servicing if any.
5. During the dismantling process damage on ACTREC property shall repair by the contractor without any additional cost.

FAIR WAGES:

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

Date:

Contractor signature & seal

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER
(ACTREC)
Compliance form 1**

Sub: SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC.

Tender Ref. No. TMC/ACTREC/ENGG/SP/LT-72/SITC of Acoustic Insulation/ 2024

Name of the vendor:-		Kindly choose YES or NO			
Sr.no	Particulars	Unit	Qty	We have read all item specification	we have quoted against each item
				Yes/No	Yes/No
1	Supply and Application of Acoustic Insulation of thickness 15 mm outside the Duct with Engineered Nitrile Rubber open cell foam with Density 140 - 180 Kg/m ³ passing Class 1 Fire Performance test as per BS 476 Part7, Air Erosion test for 10,000 fpm air velocity as per ASTM C 1071-05 and with built-in antimicrobial protection with Glass fiber cloth. The material should pass Fungi Resistance Test as per DIN EN ISO 846 Method A and Bacterial Resistance Test as per DIN EN ISO 846 Method C; to be applied using manufacturer's recommended Rubber based Adhesive in a blend of solvents.	sqmtr	80		
2	Supply & Installation of Acoustic Insulation of thickness 15 mm on Ducts exposed to sunlight using Engineered Nitrile Rubber open cell foam with Density 140 - 180 Kg/m ³ passing Class 1 Fire Performance test as per BS 476 Part7, Air Erosion test for 10,000 fpm air velocity as per ASTM C 1071-05 and with built-in antimicrobial protection with 26 gauge Aluminum Cladding; to be applied on Ducts using manufacturer's recommended Rubber based Adhesive in a blend of solvents.	sqmtr	100		

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

Sub: SITC of Acoustic Insulation for Exhaust Fan for Grossing Table in Grossing Room in Histopathology Lab in Archive Bldg, ACTREC.

Tender Ref. No. TMC/ACTREC/ENGG/SP/LT-72/SITC of Acoustic Insulation/2024

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

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date.....

To

The Director TMC, through
Officer Incharge, Engineering
ServicesACTREC-TMC

[Complete address of the ACTREC-TMC]

Ref: Tender Document No. TMC/ACTREC/ENGG/SP/LT-72//2024

Tender Title: Comprehensive Maintenance contract for RO plant of RRS & Ward Block Building at ACTREC.

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in ACTREC-TMC for 2 years from the date of opening of this bid and Earnest money deposit will be forfeited, if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or 2) being notified within the bid validity of the acceptance of our bid by the ACTREC:

(a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

(b) Fail or refuse to sign the contract

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) *receipt by us of your notification*
 - (a) *of cancellation of the entire tender process or rejection of all bids or*
 - (b) *of the name of the successful bidder or*
- 2) *forty-five days after the expiration of bid validity any extension to it.*

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place [insert place of signing]

DA:.....

TATA MEMORIAL CENTRE

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

Part B FINANCIAL BID (Attached Separately)

Note:

1. Excel sheet should be filled separately and printed copy (duly signed and stamped) to be submitted in separate envelope before the due date and time of the bid submission.