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|  | **TATA MEMORIAL CENTRE****ADVANCED CENTRE FOR TREATMENT, RESEARCH & EDUCATION IN CANCER (ACTREC)**Kharghar, Navi Mumbai-410210Tel : Direct : 2740/3043 5000 Ext 5700, 2740/3043-5013, 2740/3043 5067 E. Mail : hkelkar@actrec.gov.in, engineering@actrec.gov.in, rhaldankar@actrec.gov.in |

**TENDER DOCUMENT**

**NAME OF WORK**

**Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC. **

**Name of the Agency :**

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Engineering Services

Second Floor, Khanolkar Shodhika,

Phone – 3043/2740 5000 Ext. 5700, 3043/2470 5013, 3043/2740 5067 Fax 3043/2740 5012

**TATA MEMORIAL CENTRE**

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

**NAME OF WORK**

**Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

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| **LIST OF DOCUMENTS** |
| NAME OF THE AGENCY |   |
| **Sr. No.** | **List of Documents** |  |
| **Envelope-1 : Part A Technical Bid.**  |
| 1 | E.M.D. for Rs 1200/- |   |
| 2 | Facia Page | 1 |
| 3 | List of Documents | 2 |
| 4 | Notice Inviting Tender  | 3 |
| 5 | Tender Requirements for Eligibility | 4 |
| 6 | Vendors Details | 9 |
| 7 | NEFT Details | 11 |
| 8 | Acceptance Form | 12 |
| 9 | Special Condition of Contract | 13 |
| 10 | Compliance form 1 | 18 |
| 11 | Compliance form 2 | 19 |
| 12 | Book containing Conditions of Contract | 80 pages |
| **Envelope 2 Part B Financial Bid :**  |
| 13 | Financial Bid |  02 Pages |

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

Envelope 1: Technical Bid

Envelope 2: Financial Bid

**TATA MEMORIAL CENTRE**

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

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019 Date: 08/11/2019**

**Sub: Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

**Part A Technical Bid.**

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| **NIT DETAILS:**  |
| 1 | NIT No.  | **NIT No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019** |
| 2  | Name of work  | **Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.** |
| 3  | Estimated cost put to tender  | **RS. 30,000/- Plus GST Extra** |
| 4  | EMD  | EMD of Rs.710/- to be submitted in the form of Fixed Deposit Receipt/ DD issued by a Scheduled bank in favour of Accounts Officer, TMC-ACTREC, Payable at Navi Mumbai.However the bidders may submit the EMD as follows:i) Rs.710/- in the form of Fixed Deposit Receipt as prescribed above.orii) Rs.710 /- in the form of Bank Guarantee (BG) issued by any Scheduled bank, drawn in favour of Accounts Officer, TMC-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. |
| 5  | Completion period  | **30 Days** |
| 6  | Fee of Tender Document  | **Rs.150/-**  |
| 7  | Tender Processing Fee  | **-** |
| 8  | Security Deposit  | **2.50% of Work order Value(will be deducted from each running bill and will be returned interest free on successful completion of DLP of six months)** |
| 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 for download  | **From 13/11/2019 (11:00 hrs.) to 25/11/2019 (17:00 hrs.)** Detailed NIT is available on websitewww.actrec.gov.in for view only. |
| 11  | Date of Pre-bid clarification  | **22/11/2019( 11:00hrs to 15:30 hrs)** at the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai,  |
| 12  | Last date and time of submission of tenders  | **27/11/2019 (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 27/11/2019 (15:00 hrs.) in the Office of Engineering Services, ACTREC, Kharghar, Navi Mumbai 410 210.**  |
| 14 | Date & Time of opening of Technical Bids  | **On 27/11/2019 (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**

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

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| **TENDER REQUIREMENTS FOR ELIGIBILITY: -** |
| 1 | **Contractors who fulfill 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, MCGM**,** Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.  |
| 1.2  | Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of tender. For this purpose **Cost of work** shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an Officer not below the rank of Executive Engineer / Project Manager or equivalent. **(i)** Completed **Three similar works** each costing not less than *40% of Estimated amount put to tender i.e*., **Rs 14,160/-** OR Completed **Two similar works** each costing not less than *60% of Estimated amount put to tender i.e.* **Rs 21,240/-,** OR Completed **One similar work** costing not less than *80% of Estimated amount put to tender i.e***. Rs 28,320/-** **Note : Similar work shall mean:**1. **Structural audit works**

 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. |
| 1.3  | Should have had average annual financial turnover of **Rs 14,160/-** (*i.e., 40% of Estimated amount put to Tender)* during the **last three years** ending **31st March, 2018**. (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, 2018.**  |
| 1.5  | Should have **minimum Solvency of Rs 14,160/-**. (*40% of Estimated amount put to 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**= 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  | **List of technical staff** they possess and proposed to be deployed for the work.  |
| 1.9 | **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 |
|  | v) | Turnover Certificate ( Last 3 Years by CA ) |
|  | vi) | Solvency Certificate |
|  | vii) | Income Tax Return/Profit and Loss Statement ( Last 3 Years by CA ) |
| 1.10  | **UNDERTAKING as under: -** I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on **back to back basis**. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in **TMC/ ACTREC** in future/ forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid).**  |
| 1.11 | List of Manpower and Manpower employed in this Project (Structural Engineer/Civil Engineer/Supervisor/Technical staff/Others) |
| 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  | **OBTAINING OF STANDARD DOCUMENTS:** In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of Tender Documents for this work. These documents can be downloaded from the ACTREC’s website. In case the agencies already possess these standard documents with them, the same need not be downloaded. **Printed books are available at the “Office of the Engineering Services, ACTREC, Kharghar Navi Mumbai 410210”.** |
|  | **S No**  | **NAME OF DOCUMENT** | **PRICE OF BOOK**  |
|  | **a.** | Conditions and Clauses of Contract – 2008 | Free |
| 5 | Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or including profit & loss statements and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet. |
| 6  | The Department reserves the right to accept **/** reject any prospective application without assigning any reason thereof.  |
| 7  | Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ACTREC.  |
| 8  | **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 2018 for rates will be considered. |
| 11 | All papers submitted with the tender should bear the signature of the tenderer on every page. |
| 12 | Submission of more than one Tender by a particular Tenderer under different names is strictly prohibited. In case it is detected later that this condition has been violated all the tenders submitted by Tenderer would be rejected or cancelled and earnest money or security deposit will be forfeited in addition to such legal action as may be deemed fit and proper. |
| 14 | Canvassing in connection with tender/quotation is strictly prohibited. |
| 15 | Director-ACTREC reserves right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason. |
| 16 | Mode of measurement will be as per the guidelines laid in the Departmental conditions of contract & technical specifications. |
| 17 | Awarding work order will be strictly as per departmental norms/policies as decided by Competent Authority of TMC-ACTREC. |

 Officer-in-Charge,

 Engineering Services,

 ACTREC

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

Date: Seal and Signature contractor

 **TATA MEMORIAL CENTRE**

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

 **VENDOR’S DETAILS**

**(TO BE SUBMITTED ALONG WITH TECHNICAL BID)**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019**

**Dated. 13/11/2019**

|  |  |  |
| --- | --- | --- |
| 1 | Name of Work  |  |
| 2 | We have quoted for all the items in Financial bid in the prescribed format of the Tender documents(say ‘yes / No)(Partial/incomplete offers are liable for rejection) |  |
| 3 | Name / Title of the Bidder / Type of Establishment |  |
| 4 | Full Address |  |
| 5 | Name of the person authorized to deal / undertake business for and on behalf of the Bidder |  |
| 6 | Telephone & Mobile Number |  |
| 7 | Fax. No |  |
| 8 | Email Address |  |
| 9 | Legal entity of Bidder whether Firm / Society / Company / SSI unit |  |
| 10 | Registration Number |  |
| 11 | Authority with whom Registered |  |
| 15 | PAN No.  |  |
| 16 | GST No |  |
| 18 | Solvency Certificate, Bank, Amount, etc ( to be attached ) |  |
| 19 | List of Technical Staff employed by Bidder |  |
| 20 | Experience of the Bidder in dealing with the tendered item / works.  |  |
| 21 | Certificates : |  |
|  | Similar works experience ( Work order and completion certificate ) |  |
|  | Company Registration |  |
|  | Turnover Certificate ( Last 3 Years by CA ) |  |
|  | Solvency Certificate |  |
|  | Income Tax Return/Profit and Loss Statement ( Last 3 Years by CA ) |  |
|  | TIN/GST Registration |  |
|  | PAN (Permanent Account Number) Registration |  |
| 22 | Turnover in the last 3 years |  |
|  | 1. 2015-2016
 |  |
|  | 1. 2016-2017
 |  |
|  | 1. 2017-2018
 |  |
| 23 | Details of Work Orders in the last 7 years, amount, Name of Authority, Completion Period, etc.(separate sheet) |  |
| 24 | There are no deviations of specification/model/type etc. in any of the items of Financial Bid. (Deviations, if any, shall be mentioned in Technical Bid. The agency has to quote separately for the those items and enclose with Financial Bid) |  |

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

**Date: Signature & Seal of the Tenderer**

**TATA MEMORIAL CENTRE**

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

**NEFT FORM**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019**

**Dated. 08/11/2019**

**Sub: Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

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

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

 **Signature of the Tenderer with seal.**

**TATA MEMORIAL CENTRE**

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

**ACCEPTANCE FORM**

From M/s…………………………………………………………

 …..…………………………………………………………

 …..…………………………………………………………

To,

 The Director,

 TATA MEMORIAL CENTRE, ACTREC,

OWE VILLAGE, SECTOR -22, KHARGHAR,

NAVI MUMBAI - 410210.

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

Dear Sir,

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

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

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

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

We agree to pay minimum wages as per Labour Enforcement Authority and any variation on Dearness Allowance on time to time, Provident Fund, ESIC, Bonus etc

to all workers employed by us at ACTREC under this contract.

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

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

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

**Date: Tenderer Signature & Seal**

**TATA MEMORIAL CENTRE**

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

**SPECIAL CONDITIONS OF CONTRACT**

**ELIGIBILITY CRITERIA:**

1. It must be noted that the tenderer should not have been blacklisted by any Government Agency/Institutions of local self-Government / Public Sector in India under any contractual relation with them or facing process of penal action as such on complaints of quality. Director, ACTREC reserves the right for insisting upon submission of Satisfactory Performance Certificate issued by any such agency.
2. There shall be a screening committee appointed by Director ACTREC to examine the list of documents desirable as per terms & conditions attached to the Tender and to report in details on the eligibility of tenderers for further examination to the competent authority. The Tenderers are required to produce the original documents for verification if required for the screening committee.
3. Lowest bidder will be identified on the Total basic cost (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. Competent Authority reserves right to accept or reject the offer in whole or in part and award the work in whole or in part, as per norms/policies accepted by the centre.

**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: 90 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 will not be allowed and will not be payable i.e. Rates will be firm throughout the period of execution of contract.

**LIQUIDITED 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 1.5% 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 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.

**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:**

1. To reject any / or all the Tenders at any stage without assigning any reason there of and not accept the lowest Tenders.
2. 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.
3. 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.
4. 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:

1. 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.
2. To terminate the contract by giving 2 weeks’ notice in writing without assigning any reason and to get the contract executed by other agency at the risk and cost of the contractor.

**GENERAL LIEN**

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

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

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

**TERMINATION FOR DEFAULT**

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

1. 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.
2. If the contractor fails to perform any other obligation(s) under the contract
3. If the contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as ACTREC may authorize in writing) after receipt of the default notice from ACTREC on a notice period of 30 days.

In the event of ACTREC terminate the contract in whole or in part pursuant to above para the ACTREC may execute the work upon such term and in such manner as it deems appropriate work similar to those undelivered and contractor shall be liable to ACTREC for any excess cost for such similar work. However, the contractor shall continue the performance of the contract to the extent not terminated.

**ADDITIONAL OR EXTRA WORK**

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

Expenditure of the extra item either from CPWD 2018 DSR / Analysis of rates manual / If rates not available in DSR then the work order executed for government organization for similar work in the recent past. If the quantity of work is exceeding more than 10%, Engineer-in-Charge should be informed the same and execution should be done only after prior approval.

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

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

**PAYMENT TERMS**

Payment terms of ACTREC are given below.

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.

Payment will be done as per actual measurement. The challans for supply of all the material to be submitted by the agency duly endorsed (Stamped) by security of ACTREC for billing purpose.

100% on execution of works payment will be released only after valid certification is provided in original.

Payment terms other than above are not acceptable.

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| **SCOPE OF WORK**1. Agency has to assess the nature of work by visiting the site well before tender is submitted. Agency may attend pre-bid meeting for clarifications.
2. Marking of structural distress in provided architectural and structural drawing of the buildings. Architectural and structural plans are helpful in highlighting critical areas in the buildings;
 |
| 1. Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural Engineers. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification
2. Assessment of damages of RCC members through visual inspection
3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations.
4. Preparation of detailed report based on visual inspection, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
5. Submission of detailed report, Photos of distressed location and issue a structural stability certificate of both buildings.

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**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**

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

**Compliance form 1**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019**

**Date: 08/11/2019**

 **Sub: Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

|  |  |  |
| --- | --- | --- |
|  | **Name of the vendor:-** | Kindly choose YES or NO |
| **Sr.no** | **Particulars** | **We have read all item specification** | **we have quoted against each item** |
|   |   |   |   |
| 1 | Conducting detailed visual survey of each building (internally, Externally and common area) by visual inspection to record observation of distressed part of building, level of deterioration, etc and Assessment of damages of RCC members through visual inspection. | Yes/No | Yes/No |
| 2 | Consultancy charges for preparation of building wise structural audit report which includes a. The findings from detailed visual inspection as in item b. Suggested remedial measures c. Submission of findings/ recommendation to concerned government agencies Charges for preparation of Bill of quantities item wise & detailed specification with cost estimate for each building.  All based on the visual inspection and assessment as per item 1. | Yes/No | Yes/No |
|  |

**TATA MEMORIAL CENTRE**

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

**Compliance form 2**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019**

**Dated. 08/11/2019**

**Sub: Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

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

**TATA MEMORIAL CENTER**

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

**Part B FINANCIAL BID**

**Tender Ref. No. TMC/ACTREC/ENGG/SKB/LT-51/Str. Stability Vas & Retreat/2019**

**Dated. 08/11/2019**

**Sub: Structural Audit for Vasundhara & Retreat / Structural Stability of Both Buildings at ACTREC.**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item Code** | **Description** | **HSN****Code** | **Unit** | **Net Rate** | **Qty** | **Net Amt** |  | **-** | **-** | **-** |
| 1 | Conducting detailed visual survey of each building (internally, Externally and common area) by visual inspection to record observation of distressed part of building, level of deterioration, etc and Assessment of damages of RCC members through visual inspection. |  | Nos |  | 02 |  |  |  |  |  |
| 2 | Consultancy charges for preparation of building wise structural audit report which includes a. The findings from detailed visual inspection as in item b. Suggested remedial measures c. Submission of findings/ recommendation to concerned government agencies Charges for preparation of Bill of quantities item wise & detailed specification with cost estimate for each building.  All based on the visual inspection and assessment as per item 1. |  | Nos |  | 02 |  |  |  |  |  |
|  | **Total Basic Cost** |  |  |  |  |  |  |  |  |  |
| **NOTE:** |  |  |  |  |
| 1) | Agency should visit the site to know actual scope of work before quoting. |
| 2) | Material & Equipment brought to the site shall be endorsed at security gate and copy of this same shall be given to engineering department. |
| 3) | Rate shall be quoted inclusive of all taxes but exclusive of GST & Lowest bidder will be identified on the Total basic cost. |
| 4) | Material required at site should be assessed by the agency and bill will not be settled for excess/supplied items. |
|  |  |
| 5)  | Quantity which will be included in work order shall be tentative and the Bill will be settled as per actual measurement. |
|  | 6) Payment will be released for consumed quantity on satisfactory completion providing necessary certifications/documentation. Etc. |
|  | 7) ACTREC reserves the right to reject any sample and rescind the work order if the samples are found to be unsatisfactory and if the agency is unable to meet the requirement of ACTREC. |
|  | 8) Technical bid & Financial bid will be submitted in separate envelope otherwise tender should be rejected. |
| Date: |  |  | sign & seal of contractor |  |
|  |  |  |  |  |