

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

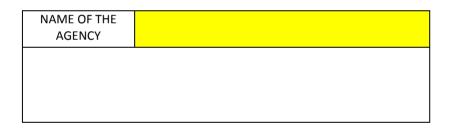
NAME OF WORK:

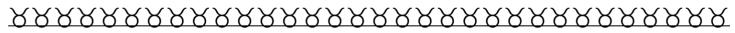
" Annual Maintenance contract for year 2022-23 for maintenance of Internal

Sewer lines inside ACTREC "

Limited Tender Notice

NIT NO. : TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23





Engineering services, Second Floor, Khanolkar Shodhika, Phone: 6873/2740 5156,

E. Mail : tender.engg@actrec.gov.in, rdhane@actrec.gov.in, hkelkar@actrec.gov.in,

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NIT FOR WEBSITE



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

PREQUALIFICATION CUM NOTICE INVITING LIMITED TENDER

NIT No.: TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

The Director ACTREC, invites tender on behalf of TATA MEMORIAL CENTER ACTREC, Kharghar Node,

Navi Mumbai, invites offline Percentage rate tender (in two bids) from eligible contractors for the

work of "Annual Maintenance contract for year 2022-23 for maintenance of Internal Sewer lines

inside ACTREC" The details are given below.

NIT DETAILS: -

1	NIT No.	TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23
2	Name of work	Annual Maintenance contract for year 2022-23 for maintenance of Internal Sewer lines inside ACTREC
3	Estimated cost put to tender	Rs. 1,50,000/- (Excluding GST)
4.	EMD	2% of Tender Amount. Rs. 3,000/- 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. Also check Clause for EMD P. No. 21 .
5	Completion period	12 Months
6	Fee of Tender Document	Nil
7	Tender Processing Fee	Nil
8	Security Deposit	Nil
9	Performance Guarantee	3% of tendered value
10	Date of Publish	20.07.2022 (03.00 PM) website on Detailed NIT is also available on website <u>https://www.actrec.gov.in/home</u> for view only.
11	Document Download/ Sale start date	From 20.07.2022 (03.00 PM)
12	Document Download/ Sale end date	TO 01.08.2022 (03.00 PM)

From 20.07.2022 (03.00 AM) website on or queries may be sent to <u>tender.engg@actrec.gov.in</u>, rdhane @actrec.gov.in, hkelkar@actrec.gov.in

- 14 Seek clarification end date
- 15 Pre-bid meeting
- 16 End date of Post bid queries
- **17** Bid submission start date
- **18** Bid submission end date
- **19** Hard copy Submission end date
- **20** Date and time of opening of Technical Bid.

Up to 25.07.2022 (03.00 PM) at 25.07.2022 (11.00 AM)

Up to 26.07.2022 (03.00 PM)

From 20.07.2022 (03.00 PM)

Up to 03.08.2022 (03.00 PM)

Up to 03.08.2022 (03.00 PM)

03.08.2022 (03.30 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 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.

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/SHOP 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. 0.45 lakh i. e.40 % of cost of tender.

(iii) Two similar works each costing not less than Rs. 0.90 lakh i. e.60 % of cost of tender.

<u>OR</u>

(iv) One work similar costing not less than Rs. 1.20 lakh i. e. 80 % of cost of tender.

Important Notes:

- 1. *Similar* work shall mean: Successfully completed work of drainage/storm water/sanitary line cleaning etc.
- 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.
- 3. The value of executed works shall be brought to the current costing levelby 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 oftender.
- a. The applicant should have had Average Annual financial turn over (gross) of Rs.
 1.50 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 Page **6** of **44**

of the work. The bidding capacity shall be worked out by the following formula:

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 theperiod of completion of work for which tender has been invited.

- 4. The applicant should have valid **Solvency of Rs. 0.45 Lakhs** certified by his bankers.
- 5. The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submitlist of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works.
- 6. 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.
- 7. List of technical staff they possess and proposed to deploy for the work.
- 8. Certificates: (Scanned copy of original certificates to be uploaded)
- 9. Registration certificate, if any
- 10. Certificates of Work Experience / Performance Certificates
- 11. GST (Goods and Services Tax) Registration Certificate
- 12. ITR Last 5 years
- 13. Profit & Loss Last 5 Years
- 14. Turnover Certificate
- 15. PAN (Permanent Account Number) Registration
- 16. EPFO registration certificate If Any
- 17. ESIC registration certificate If any
- 18. 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).

- 19. The firm should also have their registered office preferably in Mumbai/Navi Mumbai/Thane. The company must be registered with Council of Architecture. They should also have at least 7 years post registration experience of providing architectural services for executed projects.
- 20. It must be noted that the tenderer should not have be blacklisted by any Government Agency/ 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.
- 21. A firm is not eligible to participate in this project while under sanction by DCSEM. Similarly, at the time of submission of bid document, the firms black- listed/ debarred in participating in any procurement activities by any Government organization or Public Sector or UT in India/ Foreign Government are not allowed to bid & will be disqualified on submission.
- 22. Awarding work order will be strictly as per "prequalification criteria/NIT" as uploaded along with the tender documents. Payment Schedule & Milestone schedule as per the prequalification criteria uploaded in the tender.
- 23. Bidders should have preferably their office / technical support team preferably in the vicinity of Navi Mumbai/Mumbai area (MMRD)/ Thane. The company must be registered with Council of Architecture. They should also have at least 10 years post registration experience of providing architectural services for executed projects.
- 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 https://actrec.gov.in/tenders 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.

The bid can only be submitted after uploading the mandatory scanned documents such as **"EMD"** form duly signed in theprescribed format, in lieu of 'EMD'.

5. On opening date, the contractor can login and see the bid opening process. If date of opening will be any government holiday, then same bid will be open on next working day

6. Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or

for the period as specified in the bid document.

7. <u>PRICE BID : Schedule of price bid would appear in the form of BOQ_XXXX</u>.<u>.xls</u>

- **a.** Vendors have to quote their rate in Percentage BOQ only.
- **b.** In the schedule of quantities, if rates are not quoted for items or if a firm quotes Nil/N.A./ Leaving blank, etc. charges the bid shall be treated as unresponsive and will not be considered

8. 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. Ifnot submitted, then the bid submitted earlier shall become invalid.

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

10. Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ACTREC/TMC. The performance report from the executing authority shall also be considered for short listing.

11. Validity of rates: 150 Days from the opening of the tender

12. Stipulated time for completion of work: 365 Days.

13. Contract may further extended for the period of one year in-case the agency accept the same rates and condition of contract subject to policy of tender

14. 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 worksin 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 in prescribed format.
- 2 Financial Turn Over certified by CA Last 3 year
- 3 ITR return of last 5 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 Form A & B Financial Information & Solvency (Attached separately)
- 7 Form C List of similar work (Attached separately)
- 8 Form D List of work under execution/ awarded (Attached separately)
- 9 Form E Performance report of work (Attached separately)
- **10** Form F Structure and Organization (Attached separately)
- 11 Certificates of Work Experience / Performance Certificates
- 12 GST (Goods and Services Tax) Registration Certificate
- 13 PAN (Permanent Account Number) Registration
- 14 EPFO and ESIC registration certificate If Any.
- **15** Contractor's Registration certificate (MSME, CPWD, MES etc.)
- **16** Undertaking that the eligible similar work(s) have not been executed through another Ontractor on back to back basis.
- **17** Undertaking for having gone through the documents as per Technical Bid. (Format Provided in excel sheet of Forms)
- **18** 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)
- **19** Compliance form 1
- 20 Compliance from 2
- 21 NEFT form
- 22 Acceptance Letter
- 23 Bid Capacity on Letter head
- 24 Tender Document
- 25 Condition of Contract (Available on ACTREC website https://actrec.gov.in/sites/default/files/TATA-Conditions-of-contract.pdf)

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 in hard copy with spiral bid and numbering on each page with Index on front page
- 3. All the above documents are mandatory



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DOCUMENTS ISSUED TO M/S.

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PEF	PERCENTAGE RATETENDER & CONTRACT FOR WORKS			
i)	Name of work	Annual Maintenance contract for year 2022-23 for maintenance of Internal Sewer lines inside ACTREC		
ii)	Last date & time of submission of tender	On 03.08.2022 at 15:00 hours		
iii)	Date & Time of opening of tender (Technical Bid)	On 03.08.2022 at 15:30 hours		
iv)	Venue for pre- bid clarification	ACTREC KHRAGHAR		

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 EMD 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

SCHE	SCHEDULE 'A' : Reference to NIT & Tender Documents		
SN	TITLE	PARTICULARS	
1	Notice Inviting Tender (NIT) No.	NIT NO. : TMC/ACTREC/ENGG/RD/LT- 38/ARC /Sewer Line /2022-23	
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 :	NA	
	 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:	As per consultation with Engineer In charge	
8	Schedule of Quantities	Please refer Financial Bid	

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

SCHEDULE 'C' :		Land earmarked for temp. infrastructures and Tools & plant to be hired tothe 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)		NA		

SCHEDULE 'D' :	
Extra schedule for specific requirements / documents for the work, if any	As per NIT / SOQ
Particularly for addl. Security guidelines, Gate pass, lift, tower crane etc.	

SCHEDULE 'E' :	Reference to the Be	Year – 2008		
	of Contract" to be f	of Contract" to be followed for this work		
Name of works:- Annual Maintenance contract for year 2022-23 forAs per NITmaintenance of Internal Sewer lines inside ACTRECAs per NIT			As per NIT	
Estimated cost of work :		Rs. 1.50 /- lakh	As per Tender	
i) Performance Guarantee		3% of tendered value	As per Tender	
i) Performance Guara	nice	570 OF LEHILLEU VAILLE	As per renuel	

SCHEDULE 'F' :

General Rules & Directions :

Officer inviting tender :

Maximum percentage for quantity of Items of work to be executed beyond As applicable which rates are to be determined in accordance with Clauses 12.2 & 12.3.

Director, ACTREC

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.	Percentage rateTender	

Clause – 1(CCC – 2008, P. 13)	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.	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	Director, ACTREC
	compensation under clause 2.	

	e – 5(CCC 3, P. 15)	-	of days from the date of issue of letter ance / WO for reckoning date of start.		
	Mile stone(s) as per table given below: TABLE OF MILE STONE(S)				
SI. No.Description of Milestone (Physical)Time Allowed in days (from date of start)Amount to be with-held in case of nonachievement of milestone					

TIME	ALLOWED FOR EXECUTIO	N OF WORK	12 Months	
1.	NIL			

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

ii)	Re-scheduling of Mile Stone NA.	
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ing the serieda					
Clause applicable – (6or	Clause 6 for Manual Billing or	Clause 6 A :			
6A): (CCĊ – 2008, P. 16)	Clause 6A for Computerized Billing				

Clause – 7:	Payment shall be settled for the material supplied by the agency for any
	particular job order and the supplied quantities. Items wise payments will be
Payment terms	made after verifying the challan
(CCC-2008, P. 17)	taking joint measurement between contractor and Engineer-in-charge.

		List of testing equipment's to be provided by the contractor at sitelab	
NA NA		NA	

Clause – 10B (ii) : <i>(CCC – 2008, P. 20)</i>	(Mobiliz	ation Advance)
Whether Clause 10 B (ii) shall be applicable(If yes, Clause 10 B (ii) shall be applicable(If yes, Clause 10 B (ii) shall be applicable)	ause	Not Applicable.

Clause – 10C:	Component of labour expressed as percent of value of	NA
	the work (CCC – 2008, P. 21)	

Clau	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.

Cla	use – 10CC:(CCC – 2008, P. 22) : Not Applicable		
1	use 10 CC to be applicable in contracts with stipulated period of mpletion exceeding the period shown in next column.		
Sch	nedule of component of Cement, Steel, other Materials, Labour, Po	OL etc. for pri	ce 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 -	Clause – 12:(CCC – 2008, P. 25)			
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building works	NA		
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	NA		
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work	50%		

Clause – Compete 16:(CCC – 2008, reducedr P.27)		nt Authority for deciding ates :		D	irector, ACTREC	
Clause – 36(i): (CCC-2008,P.35)		Requirement of Technical Representative(s) & recovery Rate		e(s) & recovery Rate		
SI. No.	Minimum Qualificatio n of Technical Representativ e	Discipline	Designation (Principal Technical / Technical representati ve)	Min. Exp . In yrs.	No.	Rate at which recovery shallbe made from the contractorin the event of not fulfilling provision of clause 36(i).
NA						

Claus	e – 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	5.
А	Cement	
	i) for works with estimated cost put to tenderup to <i>Rs.5 Lakhs</i>	NA
	ii) for works with estimated cost put to tendermore than <i>Rs.5 Lakhs</i>	NA
В	Bitumen for All works	NA
С	Steel reinforcement and structural steelsections	NA
D	All other materials.	NA

RECOVERY RATES				
S. No.	Description of Item Rates in figures & words at which recovery shall be from the Contractor		hich recovery shall be made	
		Excess wastage beyond permissible limit	Less use Beyond permissible Limit	
1	Cement	NA	NA	
2	Structural Steel	NA	NA	
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 theSecurity at the gate under intimation to Engineer-in-Charge of the work.

1	LIQUIDATED DAMAGE	
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	ARBITRATION	
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.	
3	DIRECTOR-ACTREC/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 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	RISK PURCHASE	

a)	In the event of failure to execute the contract to the satisfaction of the engineer in	
	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 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.	
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 supp by the good one to make it comply with the requirements of the contract. This in an 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 k 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	TERMINATION FOR DEFAULT	
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.	

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	ADDITIONAL OR EXTRA WORK	
a)	ACTREC reserve the right to place extra items other than schedule quantity for completion of given work order. In such cases the Engineer In-charge calculate the expenditure for supply and execution of such work by taking quotation from local agency and adding applicable levies, labor charges, incidental expenditure, profit etc. as per the normal procedure to arrive suitable rate. He may also obtain the expenditure of the extra item either from latest CPWD DSR 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	PAYMENT TERMS	
a)	After 30 days in respect of supply of each material (as per actual measurement) payment will be made.	
10	FAIR WAGES	
	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 front of an ACTREC official, together with ESIC, Provident Fund, and Bonus etc. applicable. The contractor will forward his bills for the work executed by him attaching copies of salary slip signed by the worker for the current/previous monotor for early settlement of his bills.	
	Other Special conditions (This conditions overrule other condition specified anywhere in contract as applicable)	
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	Material to be used of approved make with ISI mark as mentioned in schedule of rate and as per the instruction of Engineer-incharge.	

4	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.	
5	During execution of works, contractor has to take adequate care of ongoing patients care services.	
6	No mobilization or secured advance will be paid to contractor.	
7	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.	
8	Defect Liability period 6 months from the date of actual completion of work.	
9 Agency to bring his manpower to execute the works irrespective of quanti allotted.		
10	Engineer in charge may priorities one type of work over the other and the contractor has to abide as per the requirements.	
11	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.	
12	 EMD Earnest Money deposit – 2% OF Tender amount i.e. Rs. 3000.00/- to be submitted in the form of Cash Receipt/BG/ Insurance Security Bond/ Fixed deposit /DD/ issued by Scheduled Bank in Favour of Account officer , TMC-ACTREC, payable at Navi Mumbai Also check Clause for EMD. However, the bidders may submit the EMD as follows: i) Rs. 3,000/- in the form of FDR/DD as prescribed above. or ii) a)50% of EMD Amount i.e, Rs. 1,500/- in the form Demand Draft/ Bankers Cheque or Fixed Deposit Receipt as prescribed above and b) Balance amount 50% of EMD Amount i.e. of Rs. 1,500/- 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 Declaration Form 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	Sl. No. 6, Page 6:	Sl. No. 6, Page 6:
	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.	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
1.3	Sl. No. 9, Page 6:	Sl. No. 9, Page 6:
1.5	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.	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.
2	SECTION – 2: PERCENTAGE RATETENDER	& CONTRACT FOR WORKS
2.1	Para – 3 at page 7: We agree to keep the tender open for one	Para – 3 at page 7 : We agree to keep the tender open for 150 days from the
	hundred twenty (120) days from the	date of opening of technical bids and
	last date of its submission and notto make any modification in its terms and conditions.	not to make any modification in its terms and conditions.
2.2	New para is added as second last para , Page 8	New para is added as second last para, Page 8:1 / 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 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 DIR	ECTION
	Para 12 (ii) The tenderer, whose tender i accepted, will also be required to furnish by way of security Deposit for fulfillmen of the contract, an amount equal to 5% o the tendered value of the work.	h accepted, will also be required to furnish by t way of Security Deposit for fulfillment of the
4	SECTION -4 : CONDITION OF CONTRACT	r
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	Clause 1Page No. 13
	(iv) In the event of the contract being determined under provisions of any of the clause/ condition of the agreement, theperformance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director TMC.	(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 standforfeited 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 amountof 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 deductions to 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% ofthe gross amount of each running bill till thesum amount to security deposit of NIL of the tendered value of the work.

5.3	Clause 1A para 3, Page No.13	Clause 1A para 3, Page No. 13
	Security Deposit as deducted above can be released againstBank Guarantee issued by aScheduled 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.	Security Deposit it as deducted above can be released against Bank Guarantee issued by a Scheduled Bankon 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.
5.4	Clause 3 Page No. 14 (xii) If the work is not started by the contractor within 1/8 th of the stipulated time.	Clause 3 Page No. 14 (xii) : Deleted
5.5	Clause 10 C Page No. 21	Clause 10 C Page No. 21
	Clause 10 C Page No. 21 PAYMENT ON ACCOUNT OF INCREASE IN PRICES/ WAGES DUE TO STATUTORYORDER (S) :	Deleted
	If after submission of the tender	
	of the value of work done during that period.	

5.6.1	Clause 10 CA para 3, Page No. 21	Deleted
	PAYMENT DUE	Deleted
	TOVARIATION	
	IN PRICES OF MATERIALS AFTER RECEIPT	
	OF TENDER: The increase/	
	decrease in prices as	
	indicated in schedule "F" shall be followed.	
5.6.2	lonowed.	Deleted
	Clause 10 CA Page No.	Deleted
	21Addition to the last para	
5.7	Clause 10 CC Page No. 22	Deleted
	PAYMENT DUE	Deleted
	TO INCREASE/ DECREASE IN PRICES/ WAGES	
	AFTER RECEIPT OF TENDER FOR	
	WORKS:	
5.7.1	Clause 10 CC Page No. 22	Deleted
	(ii) (d) Full assessed value of	
	Secured Advance fresh paid inthis quarter	
	Clause 10 CC Page No. 22	
5.7.2	Components of cement,	
	steel, materials, labour, P.O.L.,	Deleted
	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 bindingon	
	the contractors.	
5.7.3	Clause 10 CC Page No. 22	Deleted
	The compensation for escalation for steel,	
	materials, P.O.L shall be	
	worked as per the formulae given below:	
5.7.4	Clause 10 CC Page No. 22	Clause 10 CC Page No. 22
	a)Adjustment for component of "cement"	Deleted
5.7.5	Clause 10 CC Page No. 23	Clause 10 CC Page No. 23
	b) Adjustment for component	Deleted
	<u>of"steel"</u>	Deleteu

5.7.6	Clause 10 CC Page No. 23 c) Adjustment for civilcomponent (Except cement &	Deleted
5.7.7	Clause 10 CCPage No. 2318 Xm : Component of materials expressed as percent of the total value of work.	Deleted.
5.7.8	Clause 10 CCPage No. 23d) Adjustment for componentof"POL"	Deleted
5.7.9	Clause 10 CC Page No. 24 ix) Provided always that the provision of the precedingClause 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 clauseare 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 	Clause 11 para 3, Page No. 24 Deleted
5.9.1	Clause 12.2 para 1, Page No. 25 DEVIATION, EXTRA ITEMSAND 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 byanalysis, after giving consideration to the analysis of the rates submitted by thecontractor, 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	Clause 12.2 para 2, Page No. 25	Clause 12.2 para 2, Page No. 25		
	In the case of substituted items the rate for the agreementitems (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.	In the case of substituted items (items that are taken up with partial substitution or in lieuof 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.		
5.9.3	Clause 12.5: page 25	Clause 12.5: page 25		
	For the purpose of operation of Schedule "F" , the followingworks shall be treated as works relating to foundation:	For the purpose of operation of Schedule "F" , the following works shall be treated as works relating to foundation:		
	(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.	(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.		
		(ii) For abutments, piers, retaining walls of culverts & bridges, walls of water reservoirs and well staining: All works upto		
	 ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs: the bed of floor level. 	 1.2 m above the bed level. (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 		
	 For retaining walls wherefloor level is not determinate: 1.2 metres above the average ground level or bed level. iv) For roads: all items of excavations and filling including treatment of sub-base and soling work. For water supply lines, sewer lines, underground SWD & similar works: all items of work below ground level except items of piping work. vi) For open storm water drains: all items of work except lining of drains. 	 ground level or bed level. (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 ms above the ground level. (v) For basement: All works upto 1.2m above ground level or upto floor 1 level whichever is lower. vi) For Roads: all items of excavations and filling including treatment of sub-base and soling work. vii) For water supply lines, sewer lines, underground SWD & similar works: all items of work below ground level except items of piping work. viii) For open storm water drains: all itemsof work except lining of drains. 		

5.10	Clause 14 Page No. 26	Clause 14 Page No. 26Carrying out part work atrisk &
5.10	Clause 14 Page No. 26	cost of contractor:
	OFCONTRACT IN FULL OR PART: (Deleted & merged with clause-3)	If contractor:
		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 ortakes effective steps to remedy it within 7 days even after a notice in writing is given in that behalfby the Engineer-in- Charge; or
		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 complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in- Chargewithout 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 totake the part work/part incomplete work of any item(s) out of his hands and shall have powers to :
		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 withthe 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 . 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 betaken after giving notice in writing to the contractor. Provided also that if the expenses incurred by 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 done in any tem(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice toany other right or remed
		y available to Government in law or per as agreement be

	recovered from any money due to thecontractor 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. In the event of above course being adopted by 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 or 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. "
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5.11	Clause 19 para 1, Page No. 28	Clause 19 para 1, Page No. 28
	The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1998.	The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1986.
5.12	Clause 19A Page No. 28	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.	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 :	CLAUSE 37 :			
	LEVY / TAXES PAYABLE	LEVY / TAXES PAYABLE BY CONTRACTOR:			
	 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 	 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. 			
	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.	(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.			
	Works) "I / We undertake and confirm executed through another contractor comes to the notice ofDepartment, th <u>ACTREC/TMC</u> in future forever. Also, i	Section- 2 as second last para (Percentage rateTender & Contract for and confirm that eligible similar work(s) has/ have not been got contractor on back to back basis. Further that, if such a violation partment, then I/we shall be debarred for tendering in ever. Also, if such a violation comes to the notice of Department k, the Engineer-in-Charge shall be free to forfeit the entire amount of			

	CS-5: CCC-2008: P.36	
5.14	CLAUSE 38:	Clause 38:
	CONDITIONS FOR	CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES
	REIMBURSEMENT OF LEVY/TAXES IF	IF LEVIED AFTER RECEIPT OFTENDERS:
	LEVIED AFTER RECEIPT OF TENDERS:	
	i) All tendered rates shall be	i) All tendered rates shall be inclusive of any tax,
	inclusive of all taxes and levies	levy or cess applicable on last stipulated date of
	payable under respective	receipt of tender including extension if any. No
	statutes. However, pursuantto	adjustment i.e. increase or decrease shall be
	the Constitution (46 th	made for any variation in the rate of GST,

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 taxes levies, such / 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.

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.

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th Amendment) Act 1982, give a written notice thereof to the Engineer- incharge that the same is given pursuant to this condition, together with all necessary information relating thereto.

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 Construction workers Building and other 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 such amount pays increased 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 Schedeule 'F'.

(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.

(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.

<u>GST</u>	<u>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 respectof this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.		
5.16	Construction and Demolition Waste Management Plan	 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 planas 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 wayin this regard. 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 s hall be disposed from construction site at approved disposal ground of MCGM/CIDCO including cost of necessary statutorycharges, applicable. iv. Construction debris shall also bedisposed from construction site at approved disposal ground of MCGM/CIDCO including cost of necessary statutory charges, applicable. v. Contractor shall submit acknowledgement of challan for eachtrip 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. 		

<u>CDN/C-3 :- Form of Bank Guarantee for Earnest Money Deposit/</u> <u>Performance Guarantee/Security Deposit/Mobilization Advance</u>

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

OR**

Whereas 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.

- 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 onthe 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,, 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.
- 6. We,, 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 Contractorand 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,, undertake not to revoke this guarantee except with the consent of the Government in writing.

of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witness:

1. Signature..... Authorized signatoryName 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.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To, The Director, 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 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)

Compliance form-1

NIT.: TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

Name of the Vendor			
Sr. No	Description	Specific ation Require ment	Compliance from agency
1.	Percentage quote for the year 2022-23 which will be applied to the basic rate as provided in the schedule of rates in tender document Annesure I. The rates will be inclusive of all labour, material, overhead & profit etc. all required for the finalized product including all taxes and excluding GST.	Yes/No	Yes/No

Date

Signature

Compliance form-2

NIT.: TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

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

Date

Signature

NEFT FORM

Dated. __.__.

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)	

Tender Ref. No. TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

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)*

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:

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.

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.

Scope & Location of Work: -

- 1. Tracing the embedded inspection chamber/manhole as per directed by removing extra earth carefully above the cover.
- 2. Lifting the cover & cleaning of silt, sludge, brick bats, polythene bags, canteen waste, garbage & any kind of other material if any from choked manholes/chambers pipe line under ground level/ at all levels and dewatering with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumping ground
- *3.* Lifting the cover & cleaning of Manhole with depth 3 metre to 5 metre & Inspection chamber with depth 1.5 mtr to 3.00 mtr.
- 4. Cleaning of Sewer line CI of 100/150 mm with depth 1.5 mtr to 3.00 mtr & Sewer line of 200/300 mm with depth 3.00 mtr to 5.00 mtr.
- 5. Choke up work of Toilets bathroom at any floor and any height.
- 6. All the necessary safety precautions should be taken to avoid any of the accidents& injuries to any of the workers & people around the job.
- 7. Any other such work as instructed by EIC.

TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

SI. No.	Item Description	Quantity	Units	TOTAL AMOUNT Without Taxes in Rs. P
1	2	3	4	6
1	Percentage quote for the year 2022-23 which will be applied to the basic rate as provided in the schedule of rates. The rates will be inclusive of all labour, material, overhead & profit etc. all required for the finalised product including all taxes and excluding GST.	1.000	Job	150000.00
Percentage (+/-)				
Total in Figures				
Quoted Rate in Words				

Percentage BOQ

Note: Based on above schedule of rates, Bidders have to quote overall percentage provided BOQ excel sheet.

Annual Maintenance contract for year 2022-23 for maintenance of Internal Sewer lines inside ACTREC

Tender Ref. No. TMC/ACTREC/ENGG/RD/LT-38/ARC /Sewer Line /2022-23

Sr No	ltem	Unit	RATE
1	Tracing the embedde inspection chamber/manhole as per directed by removing extra earth carefully above the cover.	Nos	1070.00
2	Raising The inspection Chamber/manhole with brickwork plastering etc complete as directed.	Cum	5243.00
3	Repalcement of CI cover for inspection chamber with frame medium weight Upto 300X 300 MM size	Nos	1284.00
4	Repalcement of CI cover for inspection chamber with frame medium weight 600X 900 MM size	Nos	2675.00
5	Repalcement of CI cover for inspection chamber with frame medium weight 900X 1200 MM size	Nos	6420.00
6	Repalcement of SFRC cover for manhole with frame	Nos	5885.00
7	Lifting the cover & cleaning of silt,sludge,brick bats, polythene bags, canteen waste, garbage & any kind of other material if any from choked manholes/chambers pipe line under ground level/ at all levels and dewatering to make it functional. Carrying out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumping ground from the following Manhole with depth 3 metre to 5 metre	Nos	802.50
8	Lifting the cover & cleaning of silt,sludge,brick bats, polythene bags, canteen waste, garbage & any kind of other material if any from choked manholes/chambers pipe line under ground level/ at all levels and dewatering to make it functional. Carrying out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumping ground from the following Inspection chamber with depth 1.5 mtr to 3.00 mtr	Nos	588.50
9	Lifting the cover & cleaning of silt,sludge,brick bats, polythene bags, canteen waste, garbage & any kind of other material if any from choked manholes/chambers pipe line under ground level/ at all levels and dewatering to make it functional. Carrying out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumping ground from the following Sewer line CI of 100/150 mm with depth 1.5 mtr to 3.00 mtr	Rmt	42.80

SCHEDULE OF RATES

10	Lifting the cover & cleaning of silt,sludge,brick bats, polythene bags, canteen waste, garbage & any kind of other material if any from choked manholes/chambers pipe line under ground level/ at all levels and dewatering to make it functional. Carrying out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumping ground from the following Sewer line of 200/300 mm with depth 3.00 mtr to 5.00 mtr	Rmt	53.50
11	Removing of SWR CI/PVC pipes lines from shaft and replacing with SWR PVC pipe line with fitting alike bends, door bends, coller shoes saddle clamps etc including scaffolding working at heights & levels as directed & instructed by Engineer Incharge 100/110 mm Dia pipe	Rmt	1444.50
12	Removing of SWR CI/PVC pipes lines from shaft and replacing with SWR PVC pipe line with fitting alike bends, door bends, coller shoes saddle clamps etc including scaffolding working at heights & levels as directed & instructed by Engineer Incharge 150 mm dia pipe	Rmt	1605.00
13	Cleaning of silt,sludge,broken pieces, polythene bags, canteen waste, garbage & any kind of other/foreign material if any from choked nahani trap or drainage pipe line under ground level/ at all levels and dewatering flushing the line to make it functional . Carryiny out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumpimg ground.	Nos	481.50
14	Cleaning of silt,sludge,broken pieces, polythene bags, canteen waste, garbage & any kind of other/foreign material if any from choked Toilet P/S trap European pot or drainage pipe line under ground level/ at all levels and dewatering flushing the line to make it functional . Carryiny out job with all tools & safety equipments such as buckets, rope safety belt, gas mask pump mechanical cleaning devices oxygen cylinder etc including disposal of silt, sludge, upto desired location/ dumpimg ground.	Nos	749.00