

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**

(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210
www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in
022-27405000 Ext-5141

NOTICE INVITING E-TENDER

Providing Photocopying Services for the period of one year from 01st June, 2022 to 31st May, 2023 (Extendable for two years on yearly basis) subject to satisfactory services.



Sr. No.	Particular	Amount
01	EMD by Demand Draft to be drawn in favour of Director ACTREC or TMC ACTREC	15,000/-

Notes:-

1. Tender Notification and Documents are available on website:-
<https://eprocure.gov.in/eprocure/app>
2. Interested agencies /firms may visit this website for registration.

Sealed E-tender is invited from reputed contractors/photocopy service providers for the provision of photocopy services in the campus of **ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**, Sector-22, Kharghar, Navi Mumbai – 410210.

Sr. No.	Name of Work	Approx. cost (Rs.) per annum	EMD (Rs.) Refundable
1	Providing photocopy services in the campus of ACTREC, Sector-22, Kharghar navi Mumbai-410210	7,50,000/-	15,000/-

Critical date sheet

Bid Document Download/Sale Start date	22 nd April, 2022 from 18:00 hrs.
Pre-bid Meeting	Pre-Bid query may be addressed to the Admin Dept. ACTREC via hardcopy/email on or before 28/04/2022 11:00hrs anavakarsa@tmc.gov.in , mail@actrec.gov.in , mshaikh@actrec.gov.in Pre Bid Meeting will be held on 29/04/2022 (11:30 hrs onwards) . Pre Bid meeting will be at Mini Auditorium, PS Building at ACTREC
Bid Online Submission Last Date & Time	17 th May, 2022 upto 15.00 hrs.
Last Date & Time of Submission of Hard Copy of Tender Documents.	18 th May, 2022 upto 11.00 hrs.
Technical Bid Opening Date	18 th May, 2022 upto 15.00 hrs.
Hard copy of Tender Document Submission Place	Room no. 318 office of Administration 3 rd Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai-410210

Incomplete or tenders submitted after the due date & time would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

Director, ACTREC

**TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210**

TENDER DOCUMENTS

1. Notice for invitation of E-Tender
2. Tender acceptance undertaking (to be filled by Tenderer)
3. Instructions to the Tenderer
4. Technical Bid : Tender Application Form
5. General & Special Terms and Conditions
6. Part – I : Technical Bid (to be filled and signed by the Tenderer in excel sheet)
7. Part – II: Financial Bid in excel sheet: Rates in Schedule of quantities to be filled in by Tenderer and kept in sealed cover.
8. All pages with seal and signature (to be filled in by Tenderer)
9. Indemnity bond/ Agreement to be executed by the tenderer

TENDER ACCEPTANCE UNDERTAKING

Date : _____

To,

The Director,

Advanced Centre for Treatment, Research & Education in Cancer

Tata Memorial Centre

Kharghar, Navi Mumbai - 410210.

Tender Ref No.: ACTREC/ADMIN/PHOTOCOPY/22-23/2344

22nd April, 2022

Nature of Services /work: Providing Photocopying Services for the period of one year from 01st June, 2022 to 31st May, 2023 (Extendable for two years on yearly basis) subject to satisfactory services.

Sir,

I / We read the conditions from the tender including general / special 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 90 (ninety days) days from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT /EMD "to Tata Memorial Centre, ACTREC, in case I / We could not execute the awarded work. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are also bound to undertake work within a week time from the date of issue of letter of award.

A sum of Rs.15,000/- (Rupees Fifteen Thousand Only) is forwarded herewith as Earnest Money Deposit in the form of DD / Bank's PO / Cash through Receipt No. _____ dated _____.

The full value of the Earnest Money Deposit shall stand forfeited if – I / We do not undertake and commence the work within the specified time on receipt of the letter or failed to execute the work as required.

Signature of renderer with stamp

Name

Address

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

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

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

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

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

1. REGISTRATION

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

2. SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search

for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders ‘folder. This would enable the CPP Portal to intimate the

bidders through SMS/email in case there is any corrigendum issued to the tender document.

- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

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

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

4. SUBMISSION OF BIDS

- 1) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) Financial bid to be submitted ONLINE ONLY and hard copy are NOT to be submitted.
- 9) Tenderers are advised to upload their documents well in advance, to avoid last minutes' rush on the server or complications in uploading. ACTREC/TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- 10) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 11) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 12) Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date of submission and must be signed with stamp/seal on all pages.
- 13) It may please be noted that both hard copy and soft copy of technical bid are required i.e uploaded version in CPPP website and Hard copy submission before due date and time.

If agency unable to do so will be disqualified.
- 14) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 15) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 16) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 17) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

- 18) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

5. ASSISTANCE TO BIDDERS

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

6. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT

- 1) Bidders have to adhere with OEM of order No. P-45021/2/2017-PP(BE-11) dated 04.06.2020, (PPD) F.No.6/18/2019-PPD dated 23.07.2020, No. P-45021/2/2017-PP(BE-11) dated 16.09.2020 during bidding stage and the OM will adhere during financial evaluation.

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

TENDER APPLICATION FORM

No. ACTREC/ADMIN/PHOTOCOPY/22-23/2344

22nd April, 2022

Name of the Services/Work	Providing Photocopying services
Due Date of the submission of the tender	
Demand Draft for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Legal entity of the bidder whether Firm / Society / Company / Other entity	
a) Registration No.	b) Authority with whom registered
Name & Address of the Bankers of the bidders	
PAN No.	
Registration No. for Goods and Services Tax	

No. of manpower employed by the bidder in its office	
Experience of the bidder in dealing with the tendered services (attach copies of work orders)	
Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date	
Any other relevant information wish to submit	

I certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible for the same.

Signature

Name of authorized person for bidder with seal

Date:

Terms and Conditions of the Tender

Eligibility Criteria

- 1 The contract will be initially for one year for the period from 01st June, 2022 to 31st May, 2023 on satisfactory performance & execution of the contract it can be renewed up to 02 years on same rates, terms and conditions.
- 2 The rates must be quoted in Indian rupees which is exclusive of all taxes. Completed tender along with all the documents.
- 3 Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, the ACTREC shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amount due to the Contractor including Security Deposit. The Centre shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
- 4 The furniture like almirah/table etc. shall be provided and installed as per requirement of the machine, photocopying machines of different sizes required for the use of manpower / operator deployed by the contractor.
- 5 The average photocopies is estimated to be around 30000- to 40000 approx. per month. However these figures may vary depending on the work. Institute shall not extend or raise any guarantee for the volume of sale of business for any of the services mentioned above in any way.
- 6 The requirement /order placed by the centre through authorized officer shall be fulfilled / satisfied by the contractor without any limitation of time and cost thereof at the charges accepted by the centre through process of this tender.
- 7 The persons deployed by the contractor shall have to observe the conduct rules as have been made applicable to the staff of the centre.
- 8 The services availed by the centre for official purposes at the prescribed rate will be billed by the contractor on monthly basis for payment in the first week of every month.
- 9 The charges approved through the process of tendered shall be the final rate to be charged by the contractor from the patient and their relatives also. Charging beyond the approved rates from any of the individual will construed the act of misconduct and the contract can be liable for termination merely on this ground without issuing any show cause / prior notice.
- 10 The contractor shall pay Rs.488/- per sq meter per month as license fees towards usage of space. The allotted space is approximate 90 Sqft = 8.36 Sqm. The total license fees is Rs. 4,080/- plus GST as applicable per month. The contractor has to pay license fees of Rs. 4,080/- plus GST as applicable per month to ACTREC in advance. The license fees shall be revised if any revision is prescribed by the Govt. and you unconditionally agreeing for this. The water & Electricity will not be charged and the vendor has to keep this in mind. However in case of misuse of these facilities a fine of Rs.500/- per occasion can be levied. The license fees can be paid either in cash or Demand draft in favour of TMC-ACTREC every month in advance or by any other means as agreed by the Institute & rate may be revise as per government norms.
- 11 The photocopying work, if not accepted, by the indenting officer in respect of quality of the ink/toner & paper approved brand, such work shall not be paid. Similarly the quality and quantity of Xeroxed will also not be compromised in any way.
- 12 Insufficiency in providing service and unsatisfactory services can also render the contractor liable for termination of the arrangement under the contract without prior notice or compensation in lieu thereof. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of 3 months, if he wishes to discontinue the contract.

- 13 The paper, stationery, spare parts, cartridges etc will be kept in the stock in the almirah under lock and key. The centre shall not be held responsible for any loss, breakages or theft of Contractor's material.
- 14 That the functionality of the machine will be the responsibility of the contractor for 100% uptime and the down time for working days will be on proportionate basis of working 2 days in a month. The non functioning of machine can attract a penalty of Rs.200/ per day. Therefore contractor will have to advise to undertake the servicing/overhauling etc of the machines during non-working days/ non-working hours.
- 15 Bidder must have at least one staff, proficient in managing the provision of photocopy service.
- 16 Bidder should be used paper 75/80 GSM of Modi Xerox, paper craft, Copy power' JK copier paper etc.
- 17 All Micro-Small & Medium Enterprises Units (MSME) registered with National Small Industries Corporation (NSIC/ KVIC) or any other authority designated by Govt. will be exempted from paying Earnest Money Deposit (EMD) as applicable under rules of GOI. Proofs must be enclosed.
- 18 The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard and shall submit an indemnity bond thereof.
- 19 The contractor or their agent or worker deployed by contractor will have no right to continue with the activity if Director or his representative/authorized officer issues the eviction order. Such eviction order shall be executed by the Incharge Security or his authorized officer to ensure the compliance to send the contractor or his representative out of the campus.

20 The Tenderer must provide following necessary documentary proof: -

1	Registration No. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India are entitled for exemption from payment of earnest money and security deposit for performance up to monetary limits specified in the NSIC certificate subject to Registration certificate being valid as on date of quotation & GST Registration Certificate. Bidder must enclose copy and proof thereof.
2	Bidder should have at least 3 years satisfactory experience of providing photocopy services in reputed research centers /institutes/PSUs/Central/state government departments/organizations (Please enclose proof).
3	Pan No.
4	GST Registration No.
5	ITR and Balance sheets of latest 03 years with total turnover of Rs. 7,50,000/- per years certified by C. A.
6	Solvency Certificates
7	An undertaking (self-certificate) on stamp paper that the bidder hasn't been blacklisted by a central / any state government institution and there has been no litigation with any government department on account of similar services is to be submitted.

- 21 The basis of evaluation of the tenders of Financial bids would be based on the average of following five parameters (Mention in Sr. no. 01 to 05) consideration for L1(Lowest one):-

Sr. No.	Name of Service	Specifications	Weightage for L1 in Percentage
1	Installation of own photocopying machine with manpower	Quote as per paper size (i) A4 (ii) Legal (iii) A3	70%
2	Spiral binding with OHP Sheets (front & back) of 175 microns	Book containing 1 to 50 pages	10%
		Book containing 51 to 100 pages	
		Book containing 101 to 150 pages	
		Book containing 151 to 200 pages	
		Book containing 201 to 250 pages	
		Book containing 251 to 300 pages	
3	Spiral binding without OHP sheets	Book containing 1 to 50 pages	10%
		Book containing 51 to 100 pages	
		Book containing 101 to 150 pages	
		Book containing 151 to 200 pages	
		Book containing 201 to 250 pages	
		Book containing 251 to 300 pages	
4	Lamination	1/6 th size (small letter head)	10%
		A 4 size	
		Foolscap size	
		A 3 size	
		Visiting / Identity card size	

- 22 Bidder should have quote for all the items in Financial bid in the prescribed format of the Tender documents (Partial/Incomplete offers are liable for rejection).
- 23 Bidder should require to supply of stationary items like Ball pen refills, pens, pencils, erasers, typing papers of specified quality, OHP sheets, CD's etc. not more than MRP.
- 24 The Institute will not be responsible for supply or bear the cost of spare parts, including cartridges which will be exclusively borne and arranged by the contractor at his cost and responsibility thereof to ensure each and every machine remains functional during all working days for carrying out Xeroxing/photocopying work.

- 25 The successful bidder has to submit a bank guarantee of @ 3% of estimated cost of contract value i.e. Rs. 22,500/- in favour of Director ACTREC with absolute right. EMD will be refunded to the successful bidder after receipt of original bank guarantee.
- 26 The bidder should be able to submit the solvency certificate of Rs. 3,00,000/- (Rupees Three Lakhs Only) from the Schedule bankers.
- 27 The Director, ACTREC-TMC at his sole discretion may reject all or any tender without assigning any reason for the same.
- 28 Failure to fulfill any of the condition & the same are acceptable to me/us.

I have read and noted the above terms and conditions and quoted the charges of each of the service keeping the said terms and conditions in mind and I will not ask for any relaxation in any case for settlement of the service charges for the services as may be rendered by the tenderer.

Signature of Tenderer with Seal

Date:

Date: / /2022

SOLVENCY CERTIFICATE

This is to certify that M/s. _____ is a firm of Proprietorship / Partnership / body corporate (give legal entity) duly registered under the provisions of Act (give the name of Statutory Act) for which we are the authorized bankers and having bank transactions for their business through us and have good reputation.

Based on their financial transactions, we certify that financial position of the above named organization is sound and the solvency to the extent of amount Rs _____ may be admitted.

Signature of Manager
Name of the Bank with seal

Date:

**FORMAT OF NOTARY AFFIDAVIT ON NON- JUDICIAL STAMP PAPER
OF RS.100/- STATING THEIR IN AS UNDER**

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 years.
3. That the firm has deposited up to date all the statutory taxes levied as per the law of land. (Upload scanned copy of clearance / Return certificate).

Signature

Name of authorized person for bidder with seal

FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE
(To be furnished in Stamp paper as per Stamp Act)
(At presents not less than Rs. 100/- stamp paper)

This deed of Indemnity executed byhereinafter referred to as 'Indemnifier ' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Centre (ACTREC), hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for Tata Memorial Centre ACTREC (Tata Memorial Centre), on terms and conditions set out inter alia in the NIT/work order contract/Award of contract no..... for a contract valued at Rs. (Rupeesonly) and whereas, clause _____ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at ACTREC, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

The indemnifier further irrevocably agrees to indemnify the indemnified against any liability and/or penalty by whatever name it may be called arising out of any demand for or on behalf of the employees of the contractor, or on account of any demand by any statutory authorities. This indemnity shall be in force for a period of two years after the end of the date of the contract period or one year after the end of any litigation arising out of this contract whichever is later.

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.

AGREEMENT

This deed of agreement is made on this _____ day of _____ 2022 between _____ having its registered office _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part AND The Tata Memorial Centre (TMC) and ACTREC is part of TMC which is a society incorporated under the Societies Registration Act 1860 having its registered office Parel, Mumbai and branch at Sector-22, Kharghar, Navi Mumbai represented by the Director on the authority of the Society on the second part.

WHEREAS, the second party published notice inviting tenders for providing photocopying services at ACTREC, Kharghar, Navi Mumbai;

AND whereas, the first party applied and offered its offer in response of the notice of invitation for tender and the offer whereas, found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the supplier on first part;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the transport services to commence the as awarded with effect from the given date and time.

That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.

That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.

The maintenance of the vehicles / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative vehicles shall be provided by the contractor in case of failure of any of the vehicles required for maintaining the awarded jobs.

That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.

That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.

That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be

determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.

That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at ACTREC. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital and recover the cost together with damages as may be occurred on actual basis.

In WITNESS whereof, the first party - contractor and through its authorized representative has hereinto set his hands and authorized representative for and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness: 1. _____

Witness: 1.

2. _____

2.