

**TATA MEMORIAL CENTRE**  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**  
Sector-22, Kharghar, Navi Mumbai – 410210  
www.actrec.gov.in, e-mail- mail@actrec.gov.in  
022-27405141

No. ACTREC/Admin./Tea-coffee/4050/2022

28<sup>th</sup> June, 2022

**TENDER FOR SERVING INSTANT TEA/COFFEE THROUGH VENDING  
MACHINE & other food products on contract basis AT ACTREC**  
For the period of two years from 01/09/2022 to 31/08/2024 (Extendable for one year  
subject to satisfactory performance)



**CRITICAL DATE SHEET**

<b>Published/Start Date</b>	28 <sup>th</sup> June, 2022
<b>Bid Submission Place</b>	Room no. 318, Administration, 3 <sup>rd</sup> floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210.
<b>Bid Submission End Date &amp; Time</b>	19 <sup>th</sup> July, 2022 up to 01.00 pm
<b>Bid Opening Date &amp; Time</b>	19 <sup>th</sup> July, 2022 at 3.00 pm

## TENDER ACCEPTANCE LETTER

Date: \_\_\_\_\_

To,  
The Director,  
ACTREC, Sector 22,  
Kharghar, Navi Mumbai-410 210

### **Sub: Acceptance of terms and conditions**

No. ACTREC/Admin./Tea-coffee/4050/2022

28<sup>th</sup> June, 2022

Name of Tender/Work

**Sub:-Tender for Instant Tea/Coffee Vending machine & for sale of food products for two years** (Extendable for one year subject to satisfactory performance).

Dear Sir/Ma'am,

1. I/We have downloaded/obtained the tender documents for the above mentioned tender work.
2. I/We hereby certified that I/We have read the entire terms and conditions of the tender documents including all Annexure/schedule etc. which form the part of the contract/agreement and I/we shall abide here by the terms, conditions and clauses contained therein.
3. The corrigendum's issue from time to time by your center to have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document/corrigendum in its totality/entirety.
5. I/We do hereby declare that our firm has not been black listed/debarred by any government department/ public sector undertaking/government organization.
6. I/ we certified that all information furnish by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated then your center shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice or remedy including the forfeiture of the full said EMD absolutely.

Your Faithfully

Signature and Rubber stamp

## **INSTRUCTIONS TO THE BIDDER**

1. Bidders are requested to take note of the following instructions while filling the tender form for submission of their offer.
2. Bidders should ensure that the tender should be complete in all respects, should be sealed in a cover/envelope of suitable size which should be super scribed with tender reference no. and name of the work/service.
3. The vendor should read the general terms and conditions and take note of them and give their acceptance to that effect.
4. The bidder should ensure that the amount written in such a way that interpolation is not possible. No blank space should be left.
5. Failure to fulfill any of the conditions shall render the bid for rejection.
6. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
7. The bidders are advice to carefully understand the documents required to be submitted as part of the bid. Please note the no. of documents have to be submitted. Any deviation from these may lead to rejection of the bids.
8. The bidder is also advised to ensure that all the tender documents are signed by the authorized person and rubber stamp should be affixed wherever asked for.
9. The Offer should be submitted within the schedule time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be liable for rejection.
10. The Director ACTREC reserves the right of cancellation, adding, reducing, deferring the tender in total or partially without assigning any reason there of and claim in this behalf shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the EMD without any payment of interest within reasonable time.

Certified that I have read the above instructions carefully and taken note of them for compliance.

Signature  
Name of the Bidder  
Rubber Stamp  
Date

## TERMS AND CONDITIONS

1. Sealed Tenders are invited by the Director, ACTREC, Kharghar, Navi Mumbai 410210 for “**Providing Three Vending Machine, two for patient waiting area PS Building and one for CRI (KS) Building for serving Instant Tea & Coffee**” at the Tata Memorial Centre, ACTREC, Sector-22, Kharghar, Navi Mumbai - 410210.
2. Terms and conditions for “**Providing Vending Machine (Three Nos.) for Instant Tea, Coffee etc.** at ACTREC” on Contract basis for the period of two years from 01/09/2022 to 31/08/2024 (Extendable for one year subject to satisfactory performance) The bidder has to place three numbers of Tea/Coffee Vending machine
3. The vendor has to arrange his own manpower (Minimum Three nos.) to serve the Tea/coffee and sale of other food products at the counter. The bidder can increase the number of manpower based on requirement.
4. If institute wants to add Tea/Coffee vending machine any other building/area in ACTREC, then vendor should provide additional vending machine with manpower on same rates as per requirement.
5. This Tender form is to be duly signed on all pages and enclosed along with the tender.
6. Tenders must be addressed to the Sr. Administrative Officer, Sector-22, Kharghar, Navi Mumbai 410210. Tender should be submitted in sealed envelopes duly super scribed as “**Providing Vending Machine for serving Instant Tea & Coffee Service**” with due Completed tenders should be submitted in room no.318, 3<sup>rd</sup> floor, PS building, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai - 410210 on or before 19<sup>th</sup> July, 2022 upto 01.00 pm, Bid will be opened on same day i.e. 19<sup>th</sup> July, 2022 at 03:00 pm in front of those tenderers who wish to be present.
7. All the packaged food products should have ISI, FPO, FSSAI or Agmark etc. with batch number, manufacturing and expiry date. \*Mineral water, biscuits, Tetra pack fruit juices and other packed food products etc. will be sold not more than MRP as indicated on the item.
8. Bidder must note that any banned items will not be allowed inside the campus.
9. Tenders which are received late will not be considered and will be rejected.
10. The tender shall be valid for 90 days from the date of opening of the tender.
11. Tenderers must submit the Tender Document set in too along with their offers. Dismantled tender set will be treated as invalid tender. Tenderers may score out the portion not applicable to them by using one straight line with ball pen.

12. The Earnest Money Deposit of Rs. 10,000/- (Rupees Ten thousand only) must be paid by Demand Draft, drawn in favour of Tata memorial Centre – ACTREC or Director, ACTREC payable at Navi Mumbai/Mumbai only and shall be enclosed in the sealed envelope. No tender will be accepted unless the full amount of the Earnest Money Deposit is paid. Photo copy of receipt of earnest money deposit (If paid to the cashier of the Centre) should be enclosed with the bid/tender set.
13. The name of the Proprietor and/or Partners, if any of the Firms should be specified in full with their Residential Addresses, Telephone/Mobile Numbers, e-mail ids. on letter head of the firm.
14. The Tenderers are requested to fill the rates duly type-written or neatly handwritten against each item of the schedule. The vendors can quote any number of brands as desired and the vendor must ensure that all the packaged food/juices/drinking water shall have FSSAI/BIS mark on it. The rates should be legibly written. Erasures and corrections in figures without the Tenderer's initials will render the Tender liable for rejection.
15. Tenderers must submit duly labeled with company name, Item description, quantity and sealed while submitting the Tenders.
16. PAN No., GST no, experience certificate and other documents as mentioned in the tender must be submitted along with the Tender, Non submission may liable for rejection of tender.
17. For due performance of obligations under the contract, the successful tenderer shall have to deposit 03 % amount of total value of contract or turn over as security deposit by Demand Draft or Bank Guarantee or FDR in favour of Director, ACTREC with the absolute right. Bid security shall be refunded to the successful bidder on receipt of performance security. The security deposit shall be free of interest which will be refunded after the expiry of the contract or its termination, as the case may be after adjustment of all the dues of the Centre or damages of any kind, if any.
18. In case of acceptance of the Tender, the Tenderer will have to enter into a contract as per the specimen copy of the Contract attached herewith.
19. If the firm is found violating any of the terms and conditions of the contract or the contractor's service is found unsatisfactory, Performance Security Money may be forfeited.
20. In case of acceptance of the Tender the prices quoted or agreed therein must be valid for supplies upto 02 years and under no circumstances will the prices be revised over the rates quoted by them.
21. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before sending the quotation, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office. Tender acceptance Letter is annexed with tender notice.

22. **The Centre may terminate the contract by giving notice of one month.** If the contractor wishes to discontinue the contract, he should give 03 months notice in writing.
23. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
24. The contractor has to make his own arrangement for transportation of waste cups/Dustbin or Garbage bag to the designated Garbage Yard in the campus.
25. Incomplete and unsigned quotations are liable to be rejected.
26. Each page of the tender should be signed /stamped by the bidder(s).
27. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
28. The allotted space is approximate 100 Sqft = 9.29 Sqm. The contractor has to pay license fees & facility charges of Rs. 9,000/- plus GST as applicable per month to ACTREC.
29. The license fee & facility charges can be paid either in cash or Demand draft or NEFT in favour of TMC-ACTREC quarterly in advance on or before 10<sup>th</sup> of due month. In case of delay in payment of license fees & facility charges a penalty of Rs. 100/- per day will be levied by ACTREC. Penalty will be counted from the next day of last and due date of payment.
30. The contractor shall be liable to pay compensation for any loss or damage caused to the property of the ACTREC or its patients by the Contractor or by his workers.
31. The contractor shall bring his own counter tables, chairs, Refrigerator, Ovens or any other equipment's required for set up.
32. In case the tenderer fails to enter into a contract at the rates quoted by him in the tender, or any lower rates agreed to by him at the time of financial meeting, the Earnest Money Deposit shall stand forfeited.
33. **The Tenders must be accompanied by the following valid documents wherever necessary, Non submission of any valid documents will bidder rejection of the tender:**
  - a) Name and address of all Partners/Directors /or proprietor of the firm.
  - b) Copy of the PAN card of the proprietor or of the firm.
  - c) Copy of Goods and Services Tax Registration Certificate
  - d) Copy of the License under Shops and Establishment Act/Companies Act
  - e) Copy of the FSSAI license/ FDA License.
  - f) ITR and Balance sheets of latest 03 years with total turnover of Rs. 5,00,000/- per years certified by C. A.

- g) The bidders should have 03 years of experience in the relevant field with reputed organization and bidders must enclose documents/proofs in support of claim.
- h) Solvency certificate to be issued by the Bankers of Rs. 2,00,000/-
- i) 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.

#### **34. TENDERERS MUST DISTINCTLY UNDERSTAND**

- A. That they will be strictly required to confirm to the conditions of the Contract as contained in each of its clauses and that the plea of "CUSTOM PREVAILING" will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
  - B. That they will have to supply all or any of the items mentioned in the Schedules whenever indented for as specified at the rates quoted by them without any restrictions about the quantities required during the period specified.
- 35. The quantities of the Articles specified in the respective financial Schedule, are approximate and the same will be ordered as and when required.
  - 36. The Tenders must be kept open for acceptance for a period of 90 days from the due date.
  - 37. The Tenderer while quoting the rates should bear in mind that the Items to be supplied should be of the good quality and the product should have FSSAI license/ FPO or Agmark or BIS and under no circumstances goods of inferior quality will be accepted.
  - 38. The contractor will make his own arrangement for all the equipment's required for services.
  - 39. The Director may at his sole discretion reject all or any of the tender without assigning any reason for the same.
  - 40. The Tenderers must fill in the Tenders strictly in conformity with the instructions given with the Schedule, failing which, their tenders are liable to be rejected.
  - 41. The bidder should be able to submit the solvency certificate of Rs. 2,00,000/- (Rupees Two Lakhs Only) from the Schedule bankers.
  - 42. **Each page of the tender should be signed /stamped by the bidder(s). Incomplete and unsigned quotations are liable to be rejected.**
  - 43. It is mandatory for the bidder to provide self-attested copies of documents as given below for qualifying this tender.
  - 44. The bidder must quote the rates in schedule of financial bid, Non quoting of rates in the financial bid may be liable for rejection of the tender.

- 45. The financial offer of lowest rates will be considered.** The bidder must note that the basis of evaluation of tenders of financial bids/offers would be based on the following weightage criteria for consideration of L1 :-

<b>S. No.</b>	<b>Particulars of items</b>	<b>Weightage in percentage</b>
1	Instant Tea Plain	20 %
2	Instant Tea Masala	10 %
3	Ginger Tea	10 %
4	Lemon Tea	10 %
5	Green Tea	10 %
6	Instant Coffee (Cappuccino/Latte/ Espresso, Bru, Nescafe etc)	20 %
7	Soup (Tomato)	10 %
8	Veg Puff / Veg Patties	10 %

46. The bidder must note that contract shall be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the corresponding bidding document.
47. The contractual period is two years, but on successful completion of two year if mutually agreed it will be extended for another one year.
48. All Micro-Small & Medium Enterprises Units (MSME) registered with National Small Industries Corporation (NSIC)/KVIC, coir board or Directorate of industries or any other designated authority as notified by the Central Government or MSE who are having Udyog Aadhar Memorandum will be exempted from paying Earnest Money Deposit (EMD) etc. as applicable under policies or rules of Government of India. Valid certificates/Proofs must be enclosed for claiming exemption.
49. Debarment from bidding : A bidder shall be debarred if he has been convicted of an offence under the prevention of corruption Act 1988 or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
50. A bidder debarred under above the clause or any successor of the bidder shall not participate in a tendering process of this center for a period not exceeding three years commencing from the date of debarment.
51. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by then Centre, for a period not exceeding two years. If it determines that the bidders has breached the code of integrity.
52. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
53. The resultant contract will be interpreted under Indian Laws.



54. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Director, TMC or any other officer nominated by the Director TMC for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the center and shall not have any objection in this regards. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
55. It is also certified that this agency is not black listed by any government department nor any criminal case is registered/pending against the agency/firm/owner/ partner anywhere in India.
56. The Director reserves himself/herself the right of accepting a whole Tender or splitting it up into suitable groups or item wise as he thinks proper.
57. All the registration and License should be valid, invalid documents will not be considered and non-submission of any documents will render their tender for rejection.
58. The center reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

I hereby accept all terms and conditions above.

Signature and rubber stamp of the bidder

I/We have read the Terms and Conditions and the same are acceptable to me/us.

\_\_\_\_\_  
 (Tenderer's Signature & Stamp)

TENDERER'S FULL NAME & ADDRESS:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEL/Mobile: \_\_\_\_\_

**TATA MEMORIAL CENTRE**  
Advanced Centre for Treatment, Research and Education in Cancer

Price Bid- I

(Rates to be quoted in the form)

**Schedule of items and quantity for Tea & Coffee/Food products**

<b>S. No.</b>	<b>Particulars of items</b>	<b>Unit</b>	<b>Rate</b>
1	Instant Tea Plain	100 ml	
2	Instant Tea Masala	100 ml	
3	Ginger Tea	100 ml	
4	Lemon Tea	100 ml	
5	Green Tea	100 ml	
6	Instant Coffee (Cappuccino/ Latte/ Espresso, Bru, Nescafe etc)	100 ml	
7	Soup (Tomato)	100 ml	
8	Veg Puff/Veg Patties	100 gm	

The bidder has to quote for each of the item as mentioned above

Sign and stamp of the bidder

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

This deed of Indemnity executed by .....hereinafter 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 the at Tata Memorial Centre ACTREC (Tata Memorial Centre), on terms and conditions set out inter alia in the work order contract/Award of contract no..... for a contract valued at Rs. .... (Rupees .....only) 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 services of Tea/Coffee 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.

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

## 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:

## AGREEMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_ between \_\_\_\_\_ through \_\_\_\_\_ its  
\_\_\_\_\_ having its registered office  
\_\_\_\_\_.

Which expression shall include its successors / assignees hereinafter called the contractor of the one part AND The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) of Tata Memorial Centre (TMC) which is a society registered under the Societies Registration Act 1860 having its registered office at Parel, Mumbai and branch at sector-22, Kharghar, Navi Mumbai -410210 represented by the Director on the authority of the Society on the second part.

WHEREAS, the second party invited tenders for quoting of rates for Tea/Coffee vending machine to serve at the counter at ACTREC, Kharghar, Navi Mumbai 410310.

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/letter of award of contract to the supplier on first part;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable contractor and letter of intent/award of contract no ..... dated ..... 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:

1. The first party shall abide by the general terms and conditions as have been stipulated in the tender providing the Tea/Coffee services through Machine material and agreed to commence the awarded work with effects to the given date and time services of specified to commence the work of maintenance as awarded with effect from the given date and time.
2. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and letter of intent/award of contract shall be construed as the part of this contract/ agreement.
3. That the mode of payment & currency shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.
4. **Incase Government/Local body/Municipal Corporation notifies any new tax during the currency/period of contract the same shall be implemented & liability of payment of tax will be on contactor or bidder.**
5. 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 not providing

services or it 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 or EMD or Performance Deposits / Guarantee including Bank Guarantee.

6. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Director, TMC or any other officer nominated by the Director TMC for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the center and shall not have any objection in this regards. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.

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 agreement in presence of.

First Party

Second Party

Witness :

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_