

**TATA MEMORIAL CENTRE**  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)**  
(A grant – in - aid institute under Department of Atomic Energy, Government of India)  
Sector-22, Kharghar, Navi Mumbai – 410210  
[www.actrec.gov.in](http://www.actrec.gov.in), e-mail- [dpitale@actrec.gov.in](mailto:dpitale@actrec.gov.in)  
Phone 022-27405000 Ext-5145

**NOTICE INVITING TENDER**

**Tender For Providing Outsourcing Manpower Services on Contract Basis at ACTREC, Kharghar Campus For The Period Of Two Years. (Extendable by one-year subject to satisfactory performance)**



Sr. No.	Particular
1	<b>Rs.1,44,00,000/- (Rupees One Corer Forty-Four Lakhs only)</b> in the form of Demand Draft/FDR in favour of “Director ACTREC” payable at Navi Mumbai, Kharghar to be deposited at Cash Counter PS Building, Ground Floor, ACTREC and EMD receipt to be uploaded in technical bid <b>on or before due date i.e. 26/05/2026 upto 3.00 pm</b> . Original EMD receipt shall be submitted at the HRD-Outsourcing Dept., Room No. 334, ACTREC, PS Building, 3 <sup>rd</sup> Floor, Navi Mumbai, Kharghar

Notes:-

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

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Sector-22, Kharghar, Navi Mumbai - 410210

Ref No: TMC/ACTREC/ADMIN/HRD-OS\_MANPOWER/3842/2026

05<sup>th</sup> May, 2026

**Tender for Providing Outsourcing Manpower Services on Contract Basis at ACTREC, Kharghar Campus for the Period of Two Years from 01<sup>st</sup> July, 2026 to 30<sup>th</sup> June, 2028. (Extendable by one-year subject to satisfactory performance).**

**CRITICAL DATE SHEET**

Published Date	05 <sup>th</sup> May, 2026 at 3.00 PM
Bid Document download/sale start date	05 <sup>th</sup> May, 2026 at 3.00 PM
Pre Bid Meeting	12 <sup>th</sup> May, 2026 at 11.00 AM
Bid Online Submission Last Date & Time	26 <sup>th</sup> May, 2026 at 3.00 PM
Technical Bid Opening Date	28 <sup>th</sup> May, 2026 at 11.00 AM
Pre-bid meeting Venue	Room No. 334, 3 <sup>rd</sup> floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210

**Contact Person:** - Mr. Prashant Kadam, Assistant Administrative Officer (HRD-OS)

The bidder has to apply through the portal of <https://eprocure.gov.in/eprocure/app> only and are requested to read the E-Tender Guidelines carefully. The tender documents are also available on TMC-ACTREC web site [www.actrec.gov.in](http://www.actrec.gov.in) for information/view which can be downloaded by the bidders.

ACTREC reserves the right to cancel any or all the tenders without assigning any reason thereof.

**Asst. Admin Officer (HRD-OS)**

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING**  
GUIDELINES FOR E-TENDERING :-Instructions for Online Bid Submission

*(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)*

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>.

## **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**

- 1) 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.
- 2) 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/e-mail in case there is any corrigendum issued to the tender document.
- 3) 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 colored (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 & time of submission and must be signed with stamp/seal on all**
- 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. pages with numbering and spiral binding to each all documents.**
- 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.

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**TENDER ACCEPTANCE UNDERTAKING  
(To be submitted on letterhead of tenderer)**

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

To,

**The Director,**

Advanced Centre for Treatment, Research & Education in Cancer  
Tata Memorial Centre  
Kharghar, Navi Mumbai-410210.

Ref No: TMC/ACTREC/ADMIN/HRD\_OS\_MANPOWER/3842/2026

05<sup>th</sup> May, 2026

**Subject: Acceptance of Tender Terms & Conditions.**

**Name of work: Tender for Providing Outsourcing Manpower Services on Contract Basis at ACTREC, Kharghar Campus for the Period of Two Years from 01<sup>st</sup> July, 2026 to 30<sup>th</sup> June, 2028. (Extendable by one-year subject to satisfactory performance.)**

Dear Sir,

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 from the part of the contract/agreement and I/we shall abide hereby the terms and conditions clauses contained therein.
3. I / We also agree to keep this tender open for acceptance for a period of **180 (One Eighty days)** days from the date of opening
4. The corrigendum's issue from time to time by your center to have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document/corrigendum in its totality/entirety.
6. I/We do hereby declare that our firm has not been black listed/debarred by any government department/ public sector undertaking/government organization.
7. I/ we certified that all information furnish by our firm is true and correct and 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 of the Bidder with Official and Rubber Stamp**

## **INSTRUCTIONS TO BIDDERS**

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Financial offer:

1. The bidder should ensure that the tender documents are complete in all respects and shall be submitted online on <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. **Financial Bid Evaluation (FBE)**
  - a) Financial Bids of only the technically qualified bidders will be considered. The financial bids shall be evaluated on the basis of service charge quoted by the Agency. The service charge should include the salary of Supervisors cost of Biometric Attendance System applicable income-tax Uniforms wherever applicable ID cards administrative charges etc. at ACTREC
  - b) A Tender Evaluation Committee (TEC) would scrutinize the financial bids. The bids found lacking in strict compliance to the financial bid format shall be rejected.
  - c) The bidders have to quote financial bid as percent of total payment made per month to the manpower specified as per Annexure I. If there is a discrepancy between words and figures the amount in words shall prevail and be valid.
  - d) **Financial bid if submitted along with the Technical bid will be rejected/disqualified**
  - e) The **DIRECTOR, ACTREC** does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to accept and perform the same at the rates quoted.
5. **Award of contract:**
  - a) Selected bidder will be issued a letter of Intent. Security deposit should be paid within 15 days. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited.
  - b) Upon receipt of security deposit, the work order will be released and the contractor must complete contract formalities within 15 days.
  - c) GST at the prevailing rates shall be payable as per government norms on production of documents of its submission with the concerned authority.
6. **Security Deposit**

The successful bidder will have to submit security deposit @05% of contract value as security deposit in the form of Performance Bank Guarantee(PBG)/ FDR/ Account Payee Demand Draft (DD) from nationalized Bank or Scheduled commercial bank as per Annexure-VIII, for the duration of the contract/extended period, if any, in favor of the DIRECTOR, ACTREC immediately within 15 days after receiving of LOI with the absolute right. Such security deposit shall be free of interest which will be refunded after the expiry of the contract. The validity of the security deposit will be three (03) months beyond the expiry of the contract period or its termination, as the case may be after adjustment of all the dues of the center or damages of any kind. The award of contract/ work order with detailed terms and conditions will be issued later on.

## 7. **Earnest Money Deposit**

All Bidders are required to deposit EMD @02% amount which will not bear any interest. The EMD amount can be paid in the form of Account Payee Demand Draft / FDR in favor of DIRECTOR, ACTREC. Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned after the finalization of the contract. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit or EMD will be adjusted against Security Deposit.

- a) The EMD / Bid Security will be forfeited:
  - If a Bidder withdraws its tender during the period of bid validity or
  - In case of successful Bidder, if the Bidder fails
    - i) To execute the agreement / contract within 07 days from the date of the issue of the work order.
    - ii) To submit Security Deposit as specified in the terms and conditions.
8. The tenderer should read the General & Special Terms and Conditions and take note of them and give their acceptance to that effect
9. Failure to fulfill any of the conditions shall render the tender for rejection.
10. The **DIRECTOR, ACTREC** does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to accept and perform the same at the rates quoted.
11. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
12. The bidder should be competent enough to deal with the business of the tendered item / services technically and financially and should have adequate man-power (Skilled/semi-skilled/unskilled & Technical) required for managing the contract awarded.
13. **Validity of Bids:** all the bids must be valid for a period of 180 days from the date of tender opening. no request will be considered for price revision during the contract period.
14. The bidder should submit the latest (Not older than last 01 year from the date of publish of tender) **Solvency Certificate of @40% i.e. Rs. 28,80,00,000/- (Rupees Twenty-Eight Corer Eighty Lakhs Only)** from any authorized scheduled bankers. The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN certified by CA.
15. The bidder should provide Goods and Service Tax (GST) No. and License No. as may be required for providing the services for managing the work.
16. Experienced bidder should attach copy of their past experience in support of their capability in the field of dealing with the similar services tendered. (This should be provided in the format attached (Annexure – VI) duly signed by the concerned Employer).
17. The services provided to ACTREC will be taken into consideration for Technical suitability & the bidders are liable to be disqualified for inferior quality of services provided if any.
18. Only technically qualified bidder will be considered for financial bid evaluation process.
19. The successor / heirs in office of the bidder/tenderer will be responsible for the liabilities created or arised by the bidder in respect to the manpower, services etc. offered by bidder.
20. The bidder will be solely responsible for such activities which may lead to draw the money by way of advance payment fraudulently and breach of terms and conditions.
21. The bidder will be responsible by abiding itself by the common State & Central Laws and Chief Commissioner of Labour, Central including rules relating to manpower, services, minimum wages, allowances and reliefs therefore.

22. The bidder will be under obligation to intimate the Institute in advance about the assistance to be extended by the Institute without involvement of expenditure (at the cost of the bidder) in connection with the process of erection installation and commissioning or providing services in connection with the tender work.
23. Any Corrigendum, Amendment or changes in the tender will be published only on the CPP Portal.
24. The contractor shall not sub-contract or transfer or assign the contract to any other person/Firm/Company.
  
25. The Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit 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 authorized person for bidder**

**Rubber seal**

**Date:**

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**VENDOR CAPABILITY FORM**

Ref No: TMC/ACTREC/ADMIN/HRD-OS\_MANPOWER/3842/2026

05<sup>th</sup> May, 2026

Name of the Work	Tender For Providing Outsourcing Manpower Services on contract basis at ACTREC, Kharghar Campus for the Period of Two Years.
Due Date of the submission of the tender	
Demand Draft / Cash Receipt No. for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Type of Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
Registration No. under Shop & Establishment. Act	
Labour License Number	
EPFO Registration Number	
ESIC Registration Number	
Registration No. of Goods & Service Tax	
PAN Number	
Name & Address of the Bankers of the bidders	
Attach Solvency Certificate duly issued by the Banker to the bidder	
Name & Address of banker (Solvency Details)	

No. of manpower employed by the bidder in its office/sites as on date (i.e. last date of submission of bid)	a. Administrative                      b. Technical
Period of experience of the bidder in dealing with the tendered services (attach copies of work order / certificates, experience 05 years)	
Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date / Certificate copy	
Any other relevant information wish to submit in proof of your competency	

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**DOCUMENT EVALUATION SHEET**

Ref No: TMC/ACTREC/ADMIN/HRD-OS\_MANPOWER/3842/2026

05<sup>th</sup> May, 2026

**The previous services (if any) provided to ACTREC & the following points will be taken into consideration for Technical Eligibility to assess the suitability of Bidders: -**

**Please provide the documents with proper tagging and numbering as per serial given below:**

1.	Registration under the shops and Establishment Act/ Companies Act/Society Act. The bidder should also be registered/comply with various statutory compliances
2.	PAN No. & TAN No.
3.	GST Tax Registration No. (Provisional Certificate is not permitted)
4.	Registration no. EPFO
5.	Registration no. ESIC
6.	<p><b><u>Financial Turnover:</u></b></p> <p>a) Copy of Latest of Last Three Years IT returns (Certified by CA)</p> <p>b) Copy of Profit &amp; Loss Account Statement (Certified by CA)</p> <p>c) Copy of Balance Sheet (Certified by CA) with average annual financial turn over (gross) of Rs. 36,00,00,000/- (Rupees Thirty Six Crore Only)</p> <p>(Last three consecutive financial year ending on 31st March, 2025) certified by C.A.</p>
7.	GST for last 3 years
8.	<p><b><u>Work Experience:</u></b></p> <p>i) The bidder must have satisfactorily 05 years' experience of providing similar type of services (providing manpower services) to reputed Hospital, Institution/Organizations, Central or State Government, PSU, Semi-Government and any reputed Private Institute. (To be provided as per Annexure V)</p> <p>ii) The bidder must have successfully executed /completed similar type of services (Providing Manpower Services) over the 05 years.</p> <p>a) Three "similar completed services" costing not less than the amount equal to 40% of Estimated tender value. (i.e. Rs. 28,80,00,000Cr./-)</p> <p style="text-align: center;">'OR'</p> <p>b) Two "similar completed services" costing not less than the amount equal to 50% of Estimated tender value. (i.e. Rs 36,00,00,000 Cr./-)</p> <p style="text-align: center;">'OR'</p> <p>c) One "similar completed services" costing not less than the amount equal to 80% of Estimated tender value. (i.e. Rs. 57,60,00,000 Cr/-)</p> <p><u>Similar services shall mean:</u> i.e. the bidder should have experience in providing manpower services in reputed Hospital, Institution/Organizations, Central or State Government, PSU, Semi-Government and any reputed Private Institute in last 05 years from the date of incorporation. However, preference will be given to agencies who have experience in Hospitals. Detail Work order/purchase order copies/Agreement along with work order completion certificate will be considered in experience criteria. Type of manpower provided and no.</p>

	<p>iii) Total monetary value of Services performed for each of the last five (05) years</p> <p>iv) Copies of work orders and experience in Services of a similar nature and size for each of the last five (05) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</p>
9.	Labour License (for any other site along with the undertaking regarding the submission of labour license after the awarding of contract)
10.	<p><b><u>Solvency certificate:</u></b>  The bidder should have Latest (Not older than last 1 year from the date of publish of tender) Valid Solvency Certificate from the any single schedule bankers i.e @40% of contract value <b>Rs. 28,80,00,000/-</b> (Rupees Twenty Eighty Corer Eighty Lakhs Only)</p>
11.	Type of Ownership of the Organization.
12.	The EMD (@2%) amount can be paid in the form of Demand Draft / FDR in favor of Director ACTREC payable at Navi Mumbai, Kharghar only. The agency has to provide EMD in prescribed format before the last date of submission as stipulated in the tender. The bids of the agency shall be treated as unresponsive and will be summarily rejected if the EMD is not submitted as stipulated above. If EMD of Demand Draft / FDR is not uploaded in the tender/bid shall be disqualified.
13.	An undertaking (self-declaration certificate) on stamp paper that the bidder hasn't been blacklisted by any Central / State government institution and there has been no litigation with any government department on account of similar services is to be submitted.
14.	Undertaking of Payment of Minimum Wages as per (Annexure IX)
15.	Details of the company / firm / agency along with its address and details of contract to whom manpower was provided. (the contract value should be indicated)(Annexure VI)
16.	Letter of acceptance of the terms and conditions of the tender.
17.	Signing authority letter.
18.	Bidder should have their Head Office/ Regional Office within Metropolitan region of Mumbai/ Navi Mumbai/ Thane only.
19.	Bidder should have ESIC & PF registration for the Mumbai/ Navi Mumbai/Thane strictly.
20.	Apart from the above, the committee can also be constituted for visiting the Head Office/ Regional Office & Ongoing Working Site of bidder to assess their capacity and capability and will be a part of Technical Evaluation.

## Criterion for Site Visit

### List of Parameters for Site Visit

- **Uniform and Appearance of Staff**
- **Issue of ID Cards**
- **EPFO/ESIC**
- **Handling of Grievance of the workers**
- **Grooming & Training Program**
- **Processing of Monthly Payment on time**
- **General Control over the workers or manpower**
- **Arrangement of relievers**
- **Hygiene and Cleanliness**

**Note:** - Bidders must attach copy of valid certificate of the above documents along with tender documents with duly Certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false or fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible for the same for and behalf of bidder.

**Name of Authorized person**

**Bidder's Seal and Signature**

**Date:**

## **GENERAL AND SPECIAL TERMS AND CONDITIONS**

*(Please read the following instructions carefully and give acceptance for the same at the end)*

### **A) GENERAL INSTRUCTIONS**

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Centre reserves the right to cancel or reject in full or part any or all tenders received.
3. Any action on the part of the tenderer to influence any officer of the Centre or canvassing in any form shall make the tender liable for rejection.
4. **Period of contract:** - The contract will be for a period of Two (02) years initially, which can be extendable up to One (01) year on basis subject to satisfactory performance of the contract on same rates, terms & conditions.
5. ACTREC may renew/extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
6. All works will be executed as per detailed specifications at ACTREC, Navi Mumbai and as directed by any of the officer/official nominated by the Director.
7. The quantities indicated are purely tentative (Increase and Decrease) and likely to vary from time to time as per need of the ACTREC. Some activities may require round-the-clock assistance.
8. 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 amounts 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.
9. 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.
10. The Contractor will be required to post Skilled manpower as supervisor as may be needed to supervise and guide the workers – Skilled, Semi-skilled as well as Unskilled for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
11. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.
12. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.

13. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on ACTREC.
14. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Centre for inferior works as determined by the Centre and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
15. ACTREC will provide water/electricity wherever/whenever is required for execution of awarded work in the campus.
16. Contractor will be fully responsible as per IPC or any other law for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the ACTREC from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
17. The contractor should provide Induction training to the newly inducted manpower as per his job profile. Apart from this regular Training on quarterly basis may also be provided by contractor for grooming /etiquettes of the staff to enhance the skills of the manpower. Quarterly Induction training reports will be submitted to HRD-OS department.
18. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers engaged by him for performance of this contract: -
  - (a) Child Labour (Prohibition and Regulation) Act. 1986.
  - (b) Employees (Workmen) Compensation Act, 1923
  - (c) Industrial Employment Standing (order) Act, 1946
  - (d) Contract Labour Abolition and Regulation Act 1970
  - (e) Minimum Wages Act -1948/ Payment of Wages Act.1936
  - (f) Employee Provident Fund and Misc. Provision Act-1952
  - (g) Employment of Labour / Contract Labour Act
  - (h) Any other Act or legislation which may govern the nature of the contract.
  - (i) Any other law or act or rule as may be in forced and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.
19. The contractor must ensure that one of his supervisor shall be present at the ACTREC on daily basis for solving the issue of workers related to ESIC/EPF/salary and compliance and others at his own cost.
20. The Tenderer should have their Registered / Branch Office in Metropolitan Region of Mumbai/ Navi Mumbai/ Thane strictly.
21. The Tenderer should have their ESIC & PF Registration for the Metropolitan Region of Mumbai/ Navi Mumbai/ Thane region strictly.
22. Any liability arising on ACTREC shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by ACTREC.

23. The ACTREC through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.
24. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of ACTREC from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
25. In the event of the Contractor failing to execute the awarded work under contract in whole or in part an alternative arrangement will be made by the ACTREC totally at the cost and risk of Contractor besides any suitable fine / penalty.
26. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the ACTREC or its patients by the Contractor or his workers which will be recovered from the contractors Bills.
27. The Centre reserves the right to increase or decrease the manpower deployed by the contractor as per its requirement. Accordingly, bidder has to submit the extended/revised bank guarantee with respect to the exceed manpower count.
28. The Contractor shall personally responsible for the conduct of his staff and in case of any complaint against any staff, Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The ACTREC will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
29. All contractual staff will work for **8 hours in a day and 6 days in a week** and they are allowed to take ½ hour for rest of interval/lunch (Excluding 8 hrs in a day). They will avail National holidays on **(26<sup>th</sup> January, 15<sup>th</sup> August, 02<sup>nd</sup> October (Gandhi Jayanti), 01<sup>st</sup> May (Maharashtra day) and apart from these they can avail additional Public holidays approved by ACTREC. (Details will be provided to Successful bidder at the time of execution of contract)**. If they require to work on these national holidays they will get daily wages at in lieu of overtime. The rest of the holidays will be decided by the Institute as per its rule.
30. Personnel engages by the agency who are entitled to 21 days of leave in a year on pro-rata basis. They are also entitled for institutional holidays decided by ACTREC.
31. The contractor shall pay overtime allowance for work performed during extra hours as decided by the centre.
32. The Contractor and his staff shall follow the rules and regulations of the ACTREC in force and instructions issued from time to time. ACTREC will be free to take action against the Contractor for violating the same.
33. The ACTREC reserves the right to discontinue /terminate the contract without assigning any reason by giving a notice of one month. The Contractor will have to give a notice of 3 months prior, if he wishes to discontinue the contract.
34. Arbitration: In the event of any dispute arising or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, ACTREC or any other officer nominated by the Director, ACTREC 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 Centre and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the

Arbitration Act, 1996. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.

35. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in cases of any additional manpower hired by this office for its use. Contractor cannot charge different rate for additional manpower Hired from them

**B) CENTRE'S OBLIGATIONS:**

1. The Centre shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
2. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.
3. The Centre will provide water or / and electricity for execution of the awarded work and will be under obligation to provide electric connections for operating of machines required for executing the work and water for washing the areas under contract.
4. The Contractor shall pay the Monthly wages to the workers who may be deployed by the Contractor at ACTREC to carry out the assigned jobs under the award of the contract and the Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Pay, Valued Dearness Allowance, Additional Allowance, EPF, OTA, Bonus, M.L. Welfare Charges, ESIC, Paid Holidays etc. to the unskilled/semi-skilled/skilled workers from time to time throughout the tenure of contract in the presence of the representative of the Director of the Centre. The Contractor shall pay wages to the workers employed by the Contractor latest by 07<sup>th</sup> of every month as the case may be every month by cheque/Bank Transfer/ECS/RTGS etc along with payment slip as per Central Labour Enforcement Authority and will be reimbursed to the contractor on submission of bills along with supporting documents. The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Institute on submission of proof for having paid.
5. **Bonus** will be paid for every **six-month** previous period i.e. in month of **October** for the period from **April to September** & in month of **April** for the period from **October to March**.
6. **Leave wages** will be paid for every **six-month** previous period i.e in month of **August** for the period from **February to July** & in the month of **February** for the period from **August to January**.
7. The workers deployed here are unionized cadre of workers. Bidders are advised to visit ACTREC to understand the scope/Schedule of work and also to get the details of current wages paid to them from ACTREC Administration, which must be protected.
8. The contractor's has to make a relieving pool of around 20% daily wage workers to replace them with absentees. These workers has to be paid as per minimum wages on their actual attendance.
9. **Uniform:** -The contractor shall provide uniform to each worker as mentioned below:

Sr. No.	Particulars of Uniforms for Men	For Women
1.	2 shirts & 02 pants to each male worker	02 sarees and 02 blouse
2.	01 pair of Shoes/Safety Shoes, Cap, ID Card	01 pair of sandals/Shoes or Safety Shoes, ID Card

10. The contractor must issue uniforms to each workers within 30 days from the award of contract in consultation/approval of Institute Authorities after showing the sample. The cost of such uniform (up to Rs. 3,800/- per person/per year) will be reimbursable to the contractor as may be mutually agreed after the submission of invoice/Challan thereof. The above cost of uniforms will be valid for 02 years (if extended for 1 year) However, which can be revised for the extended year of contract, on mutually agreed rates. The uniforms sets shall be issued to the workers on yearly basis. The uniform will be disbursed in the presence of ACTREC security/representative.
11. Contract staff will be provided with rainy shoes, rain-coats, gumboots, caps by the contractor well in advance before rainy season. The above said cost is inclusive of point no 09, 10 & 11.
12. The contractor must issue an apron to the MTS Kitchen staff at an additional uniform (Apron) cost Rs. 200 per unit.
13. The contractor shall issue an order/letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-Cards on their person at their respective places of work.
14. Non - wearing of uniform, ID- card by the staff deployed by contractor at the ACTREC shall not be acceptable and a fine up to Rs. 100/- per for uniform & Rs. 50/- for ID-cards per day per person can be levied.
15. **Attendance:** - The Contractor shall ensure and arrange for taking daily attendance in shifts of his workers using a biometric /electronic system, as may be acceptable by the Director of the Centre who will provide the space and electricity for the use of equipment for attendance recording. The contractor will ensure daily in and out attendance with time.
16. Disciplinary action shall be initiated by the contractor against the staff engaged by the contractor for their non-compliance of work, indecent behavior etc.
17. 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.
18. A bidder debarred under the aforesaid 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.
19. 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.
20. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
21. The resultant contract will be interpreted under Indian Laws. 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 proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996 and amendment thereof. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.

22. 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

**C) REPORT: -**

1. The contractor or his representative shall daily report to Officer nominated by the Director, ACTREC to supervise the work under the contract and take instructions every day from him for the work on a book / register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked. The Supervisor of the contractor will provide details of daily absenteeism of regular worker as well as replacement provided.
2. The Contractor shall prepare a schedule of the works to be carried out in the areas of works allotted before commencement of actual works.
3. The Contractor / his representative should all the time be available at work site during the course of his work.

**D) PAYMENT CONDITIONS:**

1. The Contractor should submit all the bills on printed forms, duly signed and pre-receipted with complete documents before 10<sup>th</sup> day of every month in respect of claim for the preceding month with the certificate for execution of the work satisfaction. This certificate will be recorded by the respective Officers nominated by the Director, ACTREC for payment. The Officer on the receipt of the bill along with certificates, will check the work record and thereafter process the bill for payment.
2. In case any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 07<sup>th</sup> of every month as the case may be under the law of the country. The contractor shall not stop the payment of salary on account of delays not attributed to the engaged OR non clearance of bills from ACTREC for 3 months.
3. Payment of Bills will be made on actuals only after submission of complete documents every month as follows :-
  - Tax Invoice
  - Attendance Sheet (Biometric)
  - Acquaintances (Salary Statement)
  - NEFT/ Bank Transfer (With UTR no. / Cheque Statement)
  - EPF - Challan Copy
  - EPF – ECR Uploaded Copy
  - ESIC – Challan Copy
  - ESIC – ECR Copy
  - Professional Tax Challan Copy
  - Goods & GST Tax Challan Copy
  - MLWF – Challan Copy
  - Form “XXI” Register of Fines
  - Form “XX” Register of Damage and Loss
  - Register of Incidence
  - Labour License
  - Annexure -X

- Manpower Additional & Deletion Sheet
4. Permissible taxes such as TDS or any other taxes will be deducted from the bills and certificate will be issued by the Centre.
  5. Penalty: Contractor has to pay the wages to employees by 07<sup>th</sup> of every month. If the contractor fails to do so, then TMC-ACTREC reserves the right to impose penalty of Rs. 10,000/- for each day

**E) VALIDITY: -**

The tendered offer must remain valid at least for a period of 180 days (One Eighty Days) from the date of the opening of the tender. The rates quoted by the contractor once accepted shall be valid for the entire period of contract.

**F) COMMENCEMENT OF WORK: -**

1. The Contractor will be required to commence the contract and **office set up** as per the requirement of the Institute to resume the work within seven (07) days from the date of award date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the ACTREC at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

**G) CANCELLATION OF CONTRACT: -**

1. Notwithstanding any other provisions made in the contract, the ACTREC reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the ACTREC shall be forfeited without any claim whatsoever on ACTREC.
3. 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.
4. A bidder debarred under clause or any successor of the bidder shall not participate in a tendering process of this centre for a period not exceeding three years commencing from the date of debarment.
5. The centre may debar a bidder or any of its successor 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.
6. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
7. The resulted contract will be interrupted under Indian Laws.

- a. 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 centre and shall not have any objection in this regard. The proceeding before the arbitrator could be an employee of the centre and shall not have any objection in this regard. The proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996 and amendment thereof. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.
8. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice form ACTREC, TMC (or takes longer period in spite of what TMC may authorize in writing), ACTREC, TMC may terminate the contract/work order in whole or in part. In addition to above, TMC may at its discretion transfer upon such terms and in such a manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate ACTREC, TMC for any extra expenditure involved towards support service to complete the scope of work totally.
9. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
- a. It should also be 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.

**SCOPE & SCHEDULE OF WORK (CONTRACTOR'S OBLIGATIONS)**

**ANNEXURE – I**

<b>Sr. No.</b>	<b>Post</b>	<b>Total No. of Post</b>	<b>Educational Qualification/Experience/Age</b>	<b>Pay Band</b>	<b>Minimum Estimated Value of Work</b>
1	AC OPERATOR	4	SSC plus Minimum 6 months certificate course in Refrigeration and Air-conditioning or SSC plus ITI (FITTER/Refrigeration and Air-conditioning. Mechanic/Turner/Electrician/Welder/Sheet metal worker/Pump operator/Plumber) course from Govt. Recognized Institute with 03 years experience. Candidate should have experience in the operation of Central Chilling Plant including accessories like pumps, cooling towers, Air Handling units, Fan Coil Units, Valves. etc in Hospital Building / Commercial Establishment / Industrial. Age: upto 28 years	25506-37971	5040456
2	AC HELPER	4	SSC Pass with 2 years experience in General maintenance of HVAC system.	20930-31224	4509246
3	AC TECHNICIAN	3	SSC passed and having 2 years ITI/NCTVT in RAC (Refrigeration and Air conditioning) from Govt. recognized Institute. Minimum 2 years' experience in handling air conditioning and refrigeration system. Must be willing to work in shifts and off working hours as and when required. General maintenance of HVAC system.	25506-37971	3780342
4	Attendant	80	Minimum 8th pass Age- 18 to 25 yrs minimum 1 year experience preferred able to work as Office Attendant.	20930-31224	75890266
5	CARPENTER	3	SSC Plus ITI (Carpenter) 02 years full time course from Govt. recognized Institute with 3 years' experience after ITI OR 02 years after ITI Plus NCTVT in Carpenter and Civil Maintenance works in Industry / Commercial establishment / Hospitals.	23218-34569	3419240
6	COMPUTER OPERATOR	2	Any Graduate from recognized university Good typing speed computer knowledge. Minimum 1 year experience.	25506-37971	2520228
7	DRIVER	4	Minimum 10th pass License of driving LMV HMV with batches	25506-37971	5040456
8	ELECTRICIAN	11	ITI (Electrician) 2 years course after SSC from Recognized Government Institute with 3 years experience in Maintenance of Electrical Installation / ACs / FA & PA System / Telephone etc.	25506-37971	13635318

9	LAUNDRY STAFF	5	ITI with Hands-on technical experience of minimum 01 year. Candidate with experience in Hospital Medical Gas system is preferable.	20930-31224	5117398
10	PUMP OPERATOR	2	ITI (Plumber) with 3 years experience in Plumbing and Pump operation related works. Willing to work in shift duties including Nights, Sundays and Holidays. Candidate having fire-related maintenance & operation experience will be preferred. The candidate will be responsible for fire pump operations and plumbing works.	25506-37971	2159126
11	TELEPHONE OPERATOR	1	Graduate or HSC with Telephone Operator's course and minimum 1 yr experience of handling EPABX and Radio Paging System Encoder in a reputed Institute/Hospital. Ability to converse in English Hindi and Marathi. Will have to work in shift duties including nights Sundays and Holidays.	25506-37971	1260114
12	Horticulture Supervisor	1	Graduate degree in relevant field with minimum 3 years experience working as a Horticulture supervisor.	25506-37971	1260114
13	Gardener	21	Diploma in Horticulture with 1 Year experience on reputed large institution Age-upto 30 years	20930-31224	21536418
14	Housekeeping Supervisor	11	Graduate in any field with minimum 3 years' experience working as a supervisor in Hospital setup.	25506-37971	11649980
15	Housekeeping Multitask Worker	581	Non-matriculation Qualification	20930-31224	482458418
16	MTS Kitchen	102	Non-matriculation Qualification	20930-31224	77665722
17	BARBER/MTW	3	ITI Certificate plus One-year experience Hospital.	23218-34569	3057158
		<b>838</b>			<b>72,00,00,000</b>

**Total Estimated Value Per Annum is Rs.36,00,00,000/- (Rupees Thirty Six Crore Only.)**

Note:

- Agency has to provide One Supervisor per shift to monitor the work at their cost.
- SALARY WILL BE FIXED/BASED ON THE QUALIFICATION AND EXPERIENCE BY ACTREC, TMC.
- In addition to salary, Uniform and Washing allowance @ Rs.50/- per month will be paid. Employees will be provided with two sets of uniform for 01 years.

## **Manpower Details**

The contractor shall provide the following Skilled, Semi-skilled and Unskilled (Daily wages) manpower at ACTREC campus.

<b>Manpower Distribution</b>			
	<b>Skilled</b>	<b>Semi-skilled</b>	<b>Unskilled</b>
Supervisor	12	0	0
Staff	37	151	638
Grand Total	<b>838</b>		

**ACCEPTANCE**

I have read the General and Special Terms and Conditions of the contract given above. I agree to abide by them.

Signature of the Contractor Seal

Name of authorized person

Name of the firm

Address for correspondence

Date:

*(To be given on the Letter head of Bankers)*

**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 deed of agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Six at Mumbai \_\_\_\_\_ BETWEEN \_\_\_\_\_ through its \_\_\_\_\_ having its registered office \_\_\_\_\_ . Which expression shall include its successors / assignees hereinafter called the supplier of the one part

AND

**The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) of Tata Memorial Centre (TMC)** A grant in -aid Institute under the Department of Atomic Energy, Govt. of India is a society incorporated 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 published notice inviting Tender For Providing Outsourcing Manpower Services on Contract Basis at ACTREC, Kharghar Campus

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:

1. 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 supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
2. The tenure of the present agreement shall be for 02 years starting from **the Period of Two Years from 01<sup>st</sup> July, 2026 to 30<sup>th</sup> June, 2028. (Extendable by one-year subject to satisfactory performance)**
3. 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.
4. That the quantity variation in consumable items and non-consumable equipment's / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.

5. 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.
6. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipment's shall be provided by the contractor in case of failure of any of the tools / equipment's required for maintaining the awarded jobs.
7. That the Notice Inviting Tender, Tender Form, Annexures, Technical Bid, Commercial Bid together with Schedule of Quantity (BOQ) and Specifications including General Terms and Conditions and Special Terms & Conditions schedule and work order shall be construed as the part of this agreement.
8. 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.
9. 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.
10. 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 manpower cost together with damages as may be occurred on actual basis.

IN WITNESS whereof, the first party - contractor 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. \_\_\_\_\_

**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 /PSU/Semi-Government 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**

**PROFORMA**

To,  
The Director  
TATA MEMORIAL CENTRE – ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, NAVI MUMBAI 410 210.

**Subject: Providing Manpower Services on Contract Basis**

Sir,

The undersigned have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Correspondence Details:

- 1) Name of the Company
- 2) Address of the Company
- 3) Name of the contact person to whom all references shall be made
- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) PAN and GST details
- 6) Telephone (with STD Code)
  - a. E-mail of the contract person
  - b. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid: -

- 1) Annexure – II
- 2) Annexure – III
- 3) Annexure – IV
- 4) Annexure – V
- 5) Annexure – VI
- 6) Annexure – VII
- 7) Annexure – VIII
- 8) Annexure – IX
- 9) Annexure - X

Thanking You

Yours Faithfully  
(Signature of Authorized Person)

Place: \_\_\_\_\_ Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Designation: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Seal \_\_\_\_\_

**MINIMUM ELIGIBILITY**

The details in respect of the company are given as under: -

- a. Name of the Company
- b. Year of Registration/Incorporation
- c. Number of Employees as on 31/03/2024
- d. Annual Turnover from providing manpower

Yours faithfully,

(Signature of Authorized Person)

Place \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Designation \_\_\_\_\_

Business Address \_\_\_\_\_ Seal \_\_\_\_\_

Witness with Signature

1) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE- IV**

**FORM OF BID SECURITY DECLARATION (EMD)**  
**(DECLARATION SHOULD BE ON LETTER HEAD WITH SIGNATURE AND SEAL OF COMPETENT AUTHORITY.)**

Date:

To,

The Director  
TATA MEMORIAL CENTRE – ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, NAVI MUMBAI 410 210.

Tender No. \_\_\_\_\_.]

I/we have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract for the period of time of **3 years**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the tender; or
- (b) having been notified of the acceptance of our Bid during the period of bid validity,
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security

Purchaser will be at liberty to accept anyone or more of the items of stores offered by us and I/We shall be bound to supply the stores as may be specified in the purchase order / contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

**PRIOR EXPERIENCE**

**(Using the format below, provide information in respect of each Organization for whom manpower was provided by the company during the last Five years)**

- 1) Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
- 2) Type of manpower provided and their number.

**Yours faithfully**

**(Signature of Authorized Person)**

Place \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Designation \_\_\_\_\_

Business Address \_\_\_\_\_ Seal \_\_\_\_\_

**Witness with Signature**

**1) Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE- VI**

*(Bidders are advised to fill details of the experience in the given column)*

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS  
ENDING LAST DAY OF THE MONTH**

<b>Sr. No.</b>	<b>Name of work and location</b>	<b>Owner or sponsoring organization</b>	<b>Cost of work in crores of rupees</b>	<b>Date of commencement as per contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8

**Signature of the Bidder**

Bidders are advised to enclosed proofs (work completion certificates/performance certificates/ experience certificates with clear dates of start of work and its completion along with work orders, contracts/agreement/purchase orders in support of their claimed experienced.

**LETTER OF AUTHORIZATION**

I, Mr. \_\_\_\_\_ Chairman / Managing Director / President / Vice-President /  
General Manager hereby certify and declare that  
M/s. \_\_\_\_\_ having its registered office  
at \_\_\_\_\_ is an organization dealing for providing  
services of manpower which is meant for scientific use for research / diagnostic / treatment  
and having business operations in India.

It is also certified that our representation and operations in India is done & executed by  
M/s. \_\_\_\_\_ which is a organization constituted under the  
provisions of \_\_\_\_\_ and having their registered office at  
\_\_\_\_\_ who has been fully authorized by us to act as our  
representative in whole or part of India to deal, undertake, participate in the business  
proceedings, quote rate for providing manpower together with non-consumables and procure  
orders to pass to us on such rates and conditions as may be negotiated by them for and on behalf  
of us. They have also been authorized to negotiate the rate for allowing special discount to the  
Institute.

**Signature**  
**Name of authorized person for bidder with seal**

**Date:**

**SECTION-10 (i): FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)**

In consideration of the Director TMC-ACTREC having agreed under the terms and conditions of Letter of Intents / Agreement No\_\_\_\_\_. Dated\_\_\_\_\_ made between \_\_\_\_\_ And \_\_\_\_\_(Hereinafter called "the said Contractors") for the Work\_\_\_\_\_ (hereinafter called " the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only), as a security / guarantee from the contractors) for Compliance of his obligations In accordance with the terms and conditions in the said agreement, we \_\_\_\_\_(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TMC-ACTREC an amount not exceeding Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_only) on demand by the TMC-ACTREC.

2. We \_\_\_\_\_ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TMC-ACTREC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractors). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . \_\_\_\_\_ (Rupees \_\_\_\_\_only).
3. We, the said bank, further undertake to pay to the TMC-ACTREC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto. Our (liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractors) and accordingly discharges this guarantee.
5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Director, ACTREC that the TMC shall have the fullest liberty without our consent and without affecting In any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractors) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TMC or any Indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).

7. We, \_\_\_\_\_(Indicate the name of Bank) lastly undertake not to revoke this guarantee Except with the previous consent of the TMC-ACTREC in writing.
8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand. Notwithstanding Anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

**Signed and sealed**

**Dated the \_\_\_\_\_ day of..... for \_\_\_\_\_ (indicate the name of Bank)**

**\* \* \***

**(Note: The Letter of intent shall form part of the Agreement)**

**(To be given on Official Letter Head of the Bidder)**  
**PAYMENT OF WAGES**  
**UNDERTAKING**

I, the undersigned hereby declare on behalf of M/s. \_\_\_\_\_, That as per the Payment of Wages ACT 1936 I shall pay the wages to our employees deployed at TMC - ACTREC by 7th of every month. If the salary is not released by 7<sup>th</sup> of every month then ACTREC reserves the right to impose penalty of Rs. 10,000/- for each day.

Salary will not be stopped or kept on hold on if any delays from TMC-ACTREC due to Administrative reasons or non-clearance of Bills upto a maximum period of 3 months.

**(Signature & Seal of the Tenderer)**

**To be given on the letterhead of the Agency**

Annexure to Bill No. \_\_\_\_\_ dated \_\_\_\_\_

To,  
The Director  
TATA MEMORIAL CENTRE - ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, Navi Mumbai 410 210.

**Sub: Certificate**

Dear Sir,

This is to certify that,

1. The present Claim is submitted for the first time for the month of \_\_\_\_\_ .
2. The amount is claimed for the first time & that there shall not be any claim for the same work in future.
3. The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference/Work Order No. \_\_\_\_\_  
Dated \_\_\_\_\_.
4. The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by TMC, has been made to the concerned employee as per the terms and conditions. The rate is not less than the prescribed charges made applicable by the State of Maharashtra/Government of India (As per minimum wage Act) for which they have been deployed.
5. We hereby declare that the EPF contribution of employee and employer has been deposited to the EPF Account No. \_\_\_\_\_ for amount of \_\_\_\_\_ on \_\_\_\_\_ for the month of \_\_\_\_\_.
6. We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No. \_\_\_\_\_ in \_\_\_\_\_ vide Challan No. \_\_\_\_\_ for amount of \_\_\_\_\_ on \_\_\_\_\_ for the month of \_\_\_\_\_.
7. Further, certified that the TMC-ACTREC shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medical etc., whereas our company will be held responsible.
8. Our company will be responsible for any dispute which might arise between the workmen and our company, TMC-ACTREC will not be held responsible.
9. We hereby undertake to reimburse to TMC, any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.
10. We hereby declare that GST Tax charged on total bill amount deposited and credited to Government account. TMC - ACTREC will not be responsible or liable for payment of GST Tax in respect of such bill or Services under reverse mechanism as GST Tax Act.

For \_\_\_\_\_  
AUTHORISED SIGNATORY