

NOTICE INVITING TENDER

TENDER NOTICE FOR SUPPLY OF CHAPATI UNDER DIETARY ARTICLES FOR PATIENTS / STAFF CANTEEN ON CONTRACT BASIS AT ACTREC, KHARGHAR, FOR THE PERIOD OF ONE YEAR



Sr. No.	Particular
01	Rs. 1,18,000/- (Rs. One Lakh Eighteen Thousand only) in the form of Demand Draft 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 on or before due date i.e. 30/09/2026 upto 2.30 pm. Original EMD receipt shall be submitted at the Estate Management Section, PS Building, 332, 3rd Floor, ACTREC, Kharghar, Navi Mumbai. OR Tenderer's who are registered with NSIC/ SSI / MSE are exempted from paying EMD provided they upload photocopy of registration certificate If EMD or exemption certificate copy is not uploaded the tender/bid shall be disqualified.

Note:-

1. Tender Notification and Documents are available on CPP Portal:-
2. Interested agencies /firms may visit this website for registration.



TENDER DOCUMENTS

Sr. No.	Topic	Page No.
1	Notice Inviting Tender	3
2	Information and Instruction from Bidders for E-Tendering	4-6
3	General Instructions to the Bidder	7-8
4	Tender Acceptance Undertaking (to be filled by Tenderer)	9
5	Vendor Capability Proforma	10
6	Document Evaluation Sheet	11
7	General & Special Terms and Conditions	12-17
8	Acceptance	18
9	Solvency certificate to be issued by the Bankers	19
10	Format Notary Affidavit (That the firm is never being blacklisted)	20
11	Bank Details	21
12	Indemnity bond	22
13	Agreement	23-24



NOTICE INVITING TENDER (NIT)

E- Tender Notice are invited from reputed and experienced contractors/vendors for “Supply of Chapati Under Dietary Articles for Patients /Staffs on Contract Basis at Tata Memorial Centre, Advance Centre for Treatment, Research and Education in Cancer, Sector-22, Kharghar, Navi Mumbai-410210” as per below mentioned details: -

Tender No.	ACTREC/Admin./CFSD/Chapati/7044/2026
Tender Published Date	09/09/2026
Mode of Tendering	E-Tender (Two Part)
Name of Work	Supply of Chapati Under Dietary Articles for Patients / Staffs at ACTREC, Kharghar, Navi Mumbai - 410210.
Bid Online Submission End Date & Time	30 th September, 2026 Upto 2.30 pm
Bid Opening Date & Time	01 st October, 2026 at 3.30 pm
Pre-Bid Meeting Date & Time	17 th September, 2026 at 11.00 am
Pre-Bid Meeting Venue	Room No. 306, Meeting Room, 3 rd Floor, PS Building, ACTREC, Kharghar, Navi Mumbai
Estimated Cost (In Rs.)	Rs. 59,00,000/- (Rupees Fifty Nine Thousand Only)
Tender Validity	180 Days
Delivery Site	PS, Room No.09, Kitchen, Canteen Department, Ground Floor, Advanced Centre For Treatment, Research and Education in Cancer (ACTREC), Sector-22, Kharghar, Navi Mumbai – 410210

The bidders have to apply through the portal of <https://eprocure.gov.in/eprocure/app> only. The tender document is also available on ACTREC web site www.actrec.gov.in for information/view which can be downloaded by the bidders. The bidder shall pay the **EMD Rs. 1,18,000/- (Rupees One Lakh Eighteen Thousand only)** in the form of demand draft in favour of DIRECTOR-ACTREC payable at Navi Mumbai, Kharghar to be deposited at Cash Counter, PS Building, Ground Floor, ACTREC and EMD deposited receipt to be uploaded in technical bid on or before **due date i.e. 30/09/2026 upto 02:30 pm**. Original EMD deposited receipt shall be submitted at the Room No. 332, Estate Management Section, PS Building, 3rd Floor, ACTREC, Navi Mumbai, Kharghar – 410210. Tenderer's who are registered with NSIC/ SSI / MSE (Micro & Small Enterprises) are exempted from paying EMD provided they upload photocopy of MSME/Udyam registration certificate. If EMD or exemption certificate copy is not uploaded the tender/bid shall be disqualified. ACTREC shall not be responsible in any manner for whatsoever reasons, for delayed upload of the tender/ late submission of the tender/ late submission of EMD

Director-ACTREC



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>.

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they 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 "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" 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) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) 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 white 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.

- 6) 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.
- 7) 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

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.



Annexure – I

GENERAL 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 technical/financial bid complete in all respect should be submitted online on <https://eprocure.gov.in/eprocure/app>.
2. The Supply of Chapati are required by Kitchen Department, Ground Floor, Advanced Centre for Treatment, Research and Education in Cancer (ACTREC), Sector-22, Kharghar, Navi Mumbai – 410210
3. The concept of lowest commercial offer will be accepted subject to techno suitability
4. The tender should be submitted online only.
5. The successful bidder will have to enter into an Agreement for Supply of Chapati under Dietary Articles for Patients / Staffs at ACTREC on Contract Basis at the delivery sites mentioned at the rates finalized for the contract period.
6. The tenderer should read the General & Special Terms and Conditions and note of the Centre and give their acceptance to that effect. Any corrigendum/addendum to the tender will be published only on the E-tendering website.
7. The Director, TMC-ACTREC does not bind himself/herself 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.
8. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
9. The bidder should be competent enough to deal with the business of the tendered item / services technically TMC-ACTREC may constitute a committee to assess the technical suitability and capability of the bidders and the committee may like to visit (if required) the different sites of the bidders for the assessment of the bidders. The financial bids of the technical qualified bidders will only be opened. The bidders should have adequate man-power (Skilled/semi-skilled/unskilled & Technical) required for managing the business awarded.
10. The bidder should be able to submit the solvency certificate of Rs. **23,60,000/- (Rupees Twenty-Three Lakhs Sixty Thousand Only)** from the Scheduled / Nationalized bank.
11. The bidder should have tax payment capability, and will submit latest 03 years ITR/ Balance sheet with the bid.
12. The bidder must provide copy certificates of registration under Goods and Services Tax No. and other Licence No/ Registration as may be required for carrying out the services.



13. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSE, Govt. of India are entitled for exemption from payment of Earnest Money Deposit. (Bidder must enclose copy and proof thereof.)
14. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered.
15. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the manpower, services etc. offered by bidder.
16. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
17. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
18. The bidder is also advised to ensure that the all Commercial offer and the Technical offer papers are signed by the authorized person and rubber stamp should be put wherever asked for.
19. The offers should be submitted within the scheduled 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.
20. The Director, TMC-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.

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

Signature
Name of Authorized Person for Bidder with Seal



Annexure - II

TENDER ACCEPTANCE UNDERTAKING

(To be submitted on letterhead of tenderer)

Date: / /2026

To,

The Director,

Advance Centre for Treatment Research & Education in Cancer
Tata Memorial Centre
Kharghar, Navi Mumbai – 410210

Tender No: ACTREC/Admin/CFSD/Chapati/7044/2026

09th September, 2026

Nature of Services/Work: Supply of Chapati under Dietary Articles for Patients / Staffs at ACTREC.

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

Stamp & Signature of the Tenderer



Annexure – III

VENDOR CAPABILITY FORM

Tender No: ACTREC/Admin/CFSD/Chapati/7044/2026

09th September, 2026

Name of the Work	Supply of Chapati Under Dietary Articles for Patients /Staffs at ACTREC.
Due Date of the submission of the tender	
EMD Demand Draft / Receipt No. EMD Amount, Date and Drawn at	
Name / Title of the Bidder	
Full Address (Recent)	
Contact Details :-	
Tel. No & Mobile No.	
E-Mail	
Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
(a) Registration No.:-	
(i) Under Shops & Establishment. Act	
(ii) FSSAI License	
(iii) Indian Companies Act	
(iv) Society registration Act	
Goods and Service Tax Registration No.	
Bank Details (Attached Cancelled Cheque):-	
Bank Name, Branch & Address	
Bidders shall have minimum 03 years of experience in the relevant field. Experience of the bidder in dealing with the tendered services (attach copies of work / order / contract/agreement/ performance certificate)	
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	

The bidder must submit proof of valid documents where ever is applicable.

I, 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.

Signature
Name of Authorized Person for Bidder with Seal



Annexure – IV

Tender No: ACTREC/Admin/CFSD/Chapati/7044/2026

09th September, 2026

Supply of Chapati Under Dietary Articles for Patients/Staff Canteen at ACTREC.

Document Evaluation Sheet

Sr. No.	Particulars	Submitted Yes / No
1	Name and address of all Partners/Directors of the firm	
2	Copy of the Factories Act Registration or Shops and Establishment Act Registration or small scale Industries registration as applicable.	
3	Copy of GST Certificate	
4	Copy of Last 3 Years IT returns (Certified by C.A.)	
5	Copy of Last 3 Years Profit & Loss Account Statement, Balance Sheet (Certified by C.A.)	
6	Average Turn Over of Last 3 Years i.e. Rs. 59,00,000/- (Certified by C.A.)	
7	Letter of authority from the Manufacturer if the supplier is dealer or agent of the firm	
8	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	
9	Bidder should have at least 03 years relevant experience in Government institutions/PSU's/corporate officers and private organization (preceding to last 7 years from the date of submission of bid) experience in hospital / hotel would be preferable. Proof of the contract/ work order /certificate etc. Must be submitted with the tender.	
10	Copy of FSSAI License is mandatory	
11	Vendor Capability Proforma enclosed with the tender document duly filled & signed by the vendor.	
12	The bidder should have to submit the Solvency Certificate of Rs. 23,60,000/- (Rupees Twenty-Three Lakhs Sixty Thousand Only) values from the any Scheduled / Nationalized bank (Single Certificates) in the name of DIRECTOR-ACTREC. Solvency Certificate in the name of any other firm/company etc. will not be accepted.	

Note:

1. The documents mentioned are statutory & mandatory requirements of the tender.
2. Non-submission of any these documents in the technical bid may lead to disqualification.



Annexure – V

GENERAL & SPECIAL TERMS AND CONDITIONS

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

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of NIT/contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Director (TMC-ACTREC) at his sole discretion reserves the right to reject any or all of the tenders without assigning any reason for the same at any stage.
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. The contract will be for a period of one years. The TMC-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.
5. For due performance of obligations under the contract, the successful tenderer shall have to deposit @ 5% amount of total value as security deposit in the form of Demand Draft or by way of Bank Guarantee or FDR in favour of Director, ACTREC immediately within 15 days after receiving of LOI with the absolute right. This period can be extended at the written request from your office for a maximum period upto 15 days with late fee @ 0.1% per day of Security Deposit amount. Such 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.
6. **Forfeiture of the EMD:** If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of intent /work Order, Purchase order, refuses to execute the work order/ Purchase order or furnish the Security deposit and Performance Guarantee for faithful Performance of the contract within the stipulated time, the amount of EMD is liable to be forfeited by TMC.
7. Those vendors who have paid Security deposit / Performance bank guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.
8. Refund of the EMD: -
 - a. EMD of the successful tenderer shall be refunded after the security deposit as called for the contract is furnished
 - b. EMD furnished by all unsuccessful tenderers will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract

The vendor who is registered with MSE/NSIC is exempted from payment of EMD. The vendor should enclose the photo copy of MSE/NSIC certificate



9. If it is observed at any stage that the quality of Item (Chapati) 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 TMC-ACTREC.
10. 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.
11. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
12. All vendors must disclose the names of their partners, if any. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited. If it is a private/public Ltd company the names and addresses of the Director, along with their Dean should be submitted.
13. The quantity mentioned against item is estimated & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
14. The name of the Proprietor and Partners, if any of the Contracting Firm should be specified in full with their Residential Addresses, Telephone/Mobile Numbers, and Fax numbers. **The Tenderer should have his own telephone number / mobile number.**
15. **We shall expect the following terms and conditions:**
 - a. Rate quotes should be as per Kg for fresh cooked, 100% whole wheat Chapatis prepared under hygienic conditions.
 - b. Standard size per chapati should be 30 grams, which will be approximately 30-35 Chapatis Per Kg.
 - c. Chapatis completely wrapped in Aluminum Foil/Food Grade Plastic Bags should be delivered to respective Dining hall 2 times daily i.e. 1 hour before lunch & 1 hour before dinner timings and also on field work days as intimated by Kitchen Supervisor.
 - d. Packaging of each item must be intact even during transportation, food handing and storage.
 - e. Quality and quantity of the supplies will be checked and approved by the designated authorities of the institute. The chapati should be supplied at respective kitchen and shall be arranged by the delivery person in the designated storage area under respective Kitchen Supervisor supervision.
 - f. The quotation should be submitted along with a copy of licenses like shops and establishment license, FDA or FSSAI license, PAN details, GST details and any other documents as applicable.



16. **Financial Bids will be submitted online only. No hard copy of the financial bids will be accepted. The bidder must note that rates shall be quoted in financial bid on annual basis (for full one year).**

Evaluation Criteria for financial bid: -

- i) The financial bid of the technically qualified bidders shall be considered for opening. The date of opening of financial bids shall be intimated to the technically qualified bidders (online).
 - ii) 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
17. **Award of Rate Contract:**
- The total product value of each vendor in schedule will be considered for arriving at Lowest bidder (L1 position).
Following points shall be considered for arriving at the lowest quoted bidder amongst technically acceptable offers.
- a. Product value of the item will be calculated by multiplying the total number of chapati (per year) by the final Rate quoted by the vendor.
 - b. Thus the lowest bidder will be arrived on the basis of comparison of total product value.
18. Tender must be submitted in the prescribed format duly signed on each page.
19. **Arbitration** If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator to be appointed by the Director, TMC-ACTREC and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of TMC-ACTREC. In case such person is not acceptable to the Contractor/Vendor, Director, TMC-ACTREC shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.
20. **Governing Law:** The Law in force in India, from time to time shall only have application, and the courts in Mumbai shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.
21. PAN No. GST Certificate, No-dues Certificate, Vendors capability Certificate must be submitted along with the Tender.
22. In case of acceptance of the Tender, the Tenderer will have to enter into a contract.
23. In case of failure to supply the Items (Chapati) at 3 occasions of the approved quality, in the full Quantity as per the purchase order and the delivery period, the Contract is liable to be cancelled and the security deposit will be forfeited.
24. The vendor/contractor to submit alongwith tender an affidavit (on Rs.100/- stamp paper) 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.



25. The Director, ACTREC at his sole discretion may reject all or any tender without assigning any reason for the same.
26. The Contractor shall not sublet, transfer or assign the contract to any other party.
27. Failure to fulfil any of the conditions shall render the tender for rejection.
28. **Eligibility for Submission of Tender: - The Tenders must be accompanied by the following documents wherever necessary:**

1.	Name and address of all Partners/Directors of the firm
2.	Copy of the Factories Act Registration or Shops and Establishment Act Registration or small scale Industries registration as applicable.
3.	Copy of GST Certificate
4.	Copy of Last 3 Years IT returns (Certified by C.A.)
5.	Copy of Last 3 Years Profit & Loss Account Statement, Balance Sheet (Certified by C.A.)
6.	Average Turn Over of Last 3 Years i.e. Rs. 59,00,000/- (Certified by C.A.)
7.	Letter of authority from the Manufacturer if the supplier is dealer or agent of the firm
8.	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
9.	Bidder should have at least 03 years relevant experience in Government institutions/PSU's/corporate officers and private organization (preceding to last 7 years from the date of submission of bid) experience in hospital / hotel would be preferable. Proof of the contract/ work order /certificate etc. Must be submitted with the tender.
10.	Copy of FSSAI License is mandatory
11.	Vendor Capability Proforma enclosed with the tender document duly filled & signed by the vendor.
12.	The bidder should have to submit the Solvency Certificate of Rs. 23,60,000/- (Rupees Twenty-Three Lakhs Sixty Thousand Only) values from the any Scheduled / Nationalized bank (Single Certificates) in the name of DIRECTOR-ACTREC. Solvency Certificate in the name of any other firm/company etc. will not be accepted.

It is the vendor's responsibility to submit all the above required documents. The offer shall be technically evaluated only if all the documents required are in order, failing which ACTREC reserves the right to reject the offer.



29. 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 the full contract Deposit must be paid within the time specified and the Contract must be executed on or before the date fixed and intimated in writing to the successful Tenderer.
 - c. That postponement of the payment of the full Contract Deposit of the execution of the Contract will not be permitted by reason of the Director, having in his possession of other Deposits on account of other Tenders or Contracts, which Deposits may be or become returnable to the Tenderers and which they may wish to transfer as a Deposit under this Contract. Such Transfers will not under any circumstances be permitted.
 - d. 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.
30. If any delivery charges are to be claimed in respect of Dietary Articles, definite remarks must be made to this effect in the Tender itself. No claim will be entertained on this account after the tenders are once submitted.
 31. The Tenders must be kept open for acceptance for a period of 180 days from the due date.
 32. The Tenders must produce necessary documentary proof about their bona fides, such as Bankers' Name, PAN No., Proof of possession of the shop, office, and godown.
 33. The tenderer while quoting the rates should bear in mind that the items to be supplied should be of the best quality and under no circumstances goods of inferior quality will be accepted.
 34. The Director, TMC-ACTREC reserves right to reject, add, reduce, or differ the purchase without assigning any reason at any stage 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. The Director, TMC-ACTREC on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
 35. The Director TMC-ACTREC reserves himself the right of accepting a whole Tender or splitting it up into suitable groups or item wise as he thinks proper.
 36. The Director, TMC-ACTREC also reserves the right to extend the validity of the Rate Contract for more than one year as mutually agreed upon.
 37. 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.
 38. The contractual period is one year, but on completion of one year if mutually agreed it will be extended for another year at the same rates and terms & conditions.



39. Contract terms:

- a. In the event of the tender being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
- b. The firm shall be bound to supply the item on the rates quoted in the tender throughout the contract period.
- c. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
- d. It shall be incumbent for the successful vendor to pay stamp duty on the contract.

40. Penalty:

In case of failure to supply the goods within the stipulated delivery period the hospital also reserves the right to enforce forfeiture of the entire security deposit. The amount will be debited from the vendor's account shall be recovered from the EMD/Security Deposit/ pending bills/ future bills of the vendor, this is without prejudice to any other legal remedies that the hospital may resort to against the supplier.

41. Payment:

Bills must be submitted directly to the Accounts department within 15 days of the date on which supplies are made to the hospital. Payment against the bills will be made within 45 days if all the goods have been delivered in full quantity against the Purchase Orders and the quality and quantity has been found to be acceptable. The hospital shall not be responsible for any delays in payment, if the bills are not submitted within 15 days of the date of supply.

42. The Centre reserves the right to accept or reject any / all tenders without assigning any reason whatsoever.

FOR DIRECTOR
TATA MEMORIAL CENTRE, ACTREC

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: _____



TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
SECTOR 22, KHARGHAR, NAVI MUMBAI 410210
www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in
Phone 022-68735000 Ext: 5552/5551/5141



Annexure - VI

ACCEPTANCE

(To be submitted on letterhead of tenderer)

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

Signature of the Contractor and seal

Name of authorized person

Name of the firm

Address for correspondence

Date:



Annexure - VII

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:



Annexure - VIII

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 3 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



Annexure - XI

**APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS
IN BANK ACCOUNT BY ELECTRONIC CLEARING SERVICE/NEFT**

1. Name of the vendor :
 2. Vendor Address & Other particulars :
 - a) PAN NO. :
 - b) Good & Service Tax No. :
 - c) Mobile No :
 - d) E-mail Id :
 3. Account Holder's Name
(Title of the Account) :
 4. Bank Account No :
 5. Bank Name, Branch & Address :
 6. 9- Digit MICR code of the bank :
 7. Account type (SB / CURRENT) :
 8. IFSC Code :
- (Attach xerox copy of cheque)**

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

(_____)

Signature of the Vendor with seal

Certified that the particulars furnished above are correct as per our records.

(_____)

Signature of the authorized official from the Bank

Bank's stamp :

Date :

Note: Xerox copy of cheque may be attached, without which the form will not be accepted.



Annexure – X

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

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

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for 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. (Rupeesonly) and whereas, clause _____ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.

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

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

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.



Annexure - XI

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 _____, TMC-ACTREC, Kharghar, Navi Mumbai 410 210.

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 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 for the lifting and removal of scrap/condemn material and agreed to commence the awarded work with effects to the given date and time services of specified manpower 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, and 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 contractor 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 removal and lifting of scrap material 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. That the first party / contractor shall be responsible to make arrangement for alternate manpower in case his manpower 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.
7. Centre will not be responsible in any manner for items which have been declared to disposal by the Institute and in case they are reused by the contractor, he will be responsible for all the consequential effect if any, Contractor is advised not to try to reuse any of the items in any way except scrap.

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. _____

Witness: 1. _____

2. _____

2. _____