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 022-6873555 Ext: 5551 / 5141

NOTICE INVITING TENDER

CONTRACT FOR HIRING OF BUSES / MINI BUSES FOR PROVIDING OF TRANSPORT SERVICES AT ACTREC FOR THE PERIOD OF TWO YEARS (EXTENDABLE BY ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE)

Sr. No.	Particular
01	**EMD of Rs. 7,60,000/- (Rs. Seven Lakhs Sixty 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. 08/12/2026 upto 03:00 pm.** Original EMD receipt shall be submitted at the Room No. 332, Estate Management Dept., ACTREC, PS Building, 3rd Floor, Navi Mumbai, Kharghar – 410210. **OR** Tenderer's who are registered with NSIC/ SSI / MSE (Micro & Small Enterprises) are exempted from paying EMD and upload photocopy of MSME/Udyam 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 GEM Portal:- https://***gem***.gov.in

2. Interested agencies /firms may visit this website for registration.

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No. ACTREC/Admin/EM/Vehicles/Bus/9553/2026 17th November, 2026

Sub:-Contract for hiring of buses / mini buses for providing of transport services at ACTREC for the period of two years (Extendable by one year subject to satisfactory performance)

Online GEM Bid is invited from reputed bidders for quoting of rates for hiring of buses / mini buses for providing of transport services for **Advanced Centre for Treatment, Research and Education in Cancer (ACTREC),** Sector-22, Kharghar, Navi Mumbai – 410210.

Contact Person: - Mr. S. A. Anavkar, Dy. Administrative Officer (EM).

CRITICAL DATE SHEET

Published Date	17th November, 2026
Bid Document download/sale start date	17th November, 2026
Bid Online Submission Last Date & Time	08th December, 2026 upto – 3.00 pm
Technical Bid Opening Date	09th December, 2026 upto – 3.00 pm

Dy. Admin. Officer (EM)

INDEX

Sr. No.	Description	Page No.
1	Notice for Invitation of Tender	1
2	Critical Date Sheet	2
3	Index	3
4	Notice For Invitation of Tender	4
5	Instructions to the Bidders	5
6	Tender document undertaking (to be filled by Tenderer)	6
7	Vendor Capability Form	7-8
8	Document Evaluation Sheet	9-10
9	General Terms and Conditions	11-12
10	Special & General Terms & Conditions	13 -27
11	Acceptance	28
12	Details of Vehicles (Buses) Owned by The Tenderer	29
13	Schedule of Buses	30-31
14	Solvency certificate	32
15	Format of Notary Affidavit (To be filled by Tenderer)	33
16	Format of Agreement	34-35
17	Format of Indemnity Bond	36
18	Vendor Bank Details	37
19	Bank Guarantee	38-39

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No. ACTREC/Admin/EM/Vehicles/Bus/9553/2026 Date: 16th November, 2026

NOTICE FOR INVITATION OF TENDER

Online GEM Bid in Two-part system – **Technical (Part –I) and Financial – (Part-II)** are invited from competent authorized agencies duly registered with Income Tax (PAN), Goods and Service Tax for contract for hiring of buses/mini buses for providing of transport services at ACTREC Kharghar, Navi Mumbai - 410210. for the period of two years (extendable by one-year subject to satisfactory performance)

SR. NO.	NAME OF SERVICES/WORK	EMD (RS.) REFUNDABLE
1.	Contract for Hiring of Buses/Mini Buses for Providing of Transport Services at ACTREC Kharghar, Navi Mumbai - 410210. For the Period of Two Years (Extendable by One-Year Subject to Satisfactory Performance)	**Rs. 7,60,000/-** (Rupees Seven Lakhs Sixty Thousand Only)

The bidders have to apply through the portal of https://***gem***.gov.in 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. 7,60,000/- (Rupees Seven Lakhs Sixty 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. 08/12/2026 upto 03:00 pm.** Original EMD deposited receipt shall be submitted at the Room No. 332, Estate Management Dept., ACTREC, PS Building.,3rd Floor, Navi Mumbai, Kharghar – 410210 in sealed and suitable size cover which should be super scribed with tender number and name of the services **or** 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

(S. A. Anavkar)
Dy. Admin. Officer (EM)

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INSTRUCTION TO THE BIDDER

Bidders are requested to take note of the following instructions while filling the tender form for submission of their offer.

1. The bidder must note that Tenders are accepted only through online mode on **https://gem.gov.in**

2. The bidder should read the general terms and conditions and take note of them and give their acceptance to that effect.

3. The bidder should ensure that the amount written in such a way that interpolation is not possible. No blank space should be left.

4. Failure to fulfill any of the conditions shall render the bid for rejection.

5. Bidder should consider any corrigendum published on the tender document before submitting their bids.

6. The bidders are advice to carefully understand the documents required to be submitted as part of the bid. Please note the no. of documents have to be submitted. Any deviation from these may lead to rejection of the bids.

7. The bidder is also advised to ensure that all the tender documents are signed by the authorized person and rubber stamp should be affixed wherever asked for.

8. The Director, ACTREC reserves the right of cancellation, adding, reducing, deferring the tender in total or partially without assigning any reason there of and claim in this behalf shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the EMD without any payment of interest within reasonable time.

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

Signature & Date

Name of the Bidder Rubber Stamp

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TENDER DOCUMENT UNDERTAKING

(To be submitted on letterhead of tenderer)

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

No. ACTREC/Admin/EM/Vehicles/Bus/9553/2026 17th November, 2026

Name of Service: **Contract for hiring of buses / mini buses for providing of transport services at ACTREC for the period of two years (extendable by one-year subject to satisfactory performance)**

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

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VENDOR CAPABILITY FORM

No. ACTREC/Admin/EM/Vehicles/Bus/9553/2026 17th November, 2026

Name of the Services/Work	Contract for Hiring of Buses/Mini Buses for Providing of Transport Services at ACTREC Kharghar, Navi Mumbai - 410210. For the Period of Two Years (Extendable by One-Year Subject to Satisfactory Performance)
Date of the submission of the tender	
EMD Receipt No. and Date	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
Registration No. under Shop & Establishment. Act	
1. Registration No.	Under Shops & EST. Act.
2. Registration No.	Under Society Registration Act
3. Registration No.	Under companies Act
4. Registration No.	Public Trust Act.
The bidder must have valid registration No. with any one of the above authorities under the above Act.	
Name & Address of the Bankers of the bidders	
MSME Registration No. along with category (whether Micro, Small)	
PAN No.	

GST Registration No.	
Experience of the bidder in dealing with the tendered services (attach copies of work orders)	
Solvency Certificate duly issued by the Banker to the bidder	
Any other relevant information wishes to submit	

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

Signature

Name of Authorized Person for Bidder with Seal

Document Evaluation Sheet

Sr. No.	Particulars	Submitted Yes/No
1	The tenderer must be the owner of at least Eight (08) Buses as mentioned below: 1. Five Buses (Non- AC 49+1-Seater) 2. One AC Bus (41+1-Seater) Tata Motors Ltd./LPO 1618/12 Volvo Bus/ any other equivalent (41+1-seater) AC Bus 3. Two Mini-Buses (Non-AC 13+1-Seater) Stand by buses should be also available with tenderer as replacement in place of above-mentioned buses. All the above vehicles (Buses) should be of 2024 and later model.	
2	Proof of 3 years' experience in the field (Preceding to last 7 years from the date of closure of the bid submission). Please enclose copies of contract /work order/ Agreement along with work completion certificates issued by companies for whom the services are being/have been rendered	
3	**EMD of Rs. 7,60,000/- (Rs. Seven Lakhs Sixty 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 before due date**.** Original EMD receipt shall be submitted at the Room No. 332, Estate Management Dept., ACTREC, PS Builg.,3rd Floor, Navi Mumbai, Kharghar – 410210. **OR** 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.**	
4	Copy of GST registration certificates.	
5	Copy of permanent account number (PAN).	
6	Proof of registration with Regional Labour Commissioner (Central) for carrying out contract (If applicable).	
7	Proof of residential as well as officer address of tenderer: Xerox of ration card / Electricity bill / Aadhaar card registration certificate in case of firm	
8	Copy of Last 3 Years IT returns (Certified by C.A.)	
9	Copy of Last 3 Years Profit & Loss Account Statement, Balance Sheet (Certified by C.A.).	
10	Average Turn Over of Last 3 Years i.e. **Rs. 1,90,00,000/-** (Certified by C.A.).	
11	The vendor at the time of applying for the tender should submit all the particulars of the vehicles such as Registration Certificate, TC, Permit, Insurance and valid PUC, to establish the ownership of the vehicle by the firm. **(Annexure – I)**	

12	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.	
13	The bidder should have to submit the **Solvency Certificate of Rs.** 1,52,00,000/- (Rupees of One Crore Fifty-Two Lacs 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.	

Signature
Name of Authorized Person for Bidder with Seal

GENERAL TERMS AND CONDITIONS

Bidders are requested to take note of the following terms and conditions while filling the Tender form for submission of Technical and Commercial/financial offer:

1. The bidder must note that Tenders are accepted only through online mode on https://***gem***.gov.in and hard copy of the same should be submitted along with technical bid complete in all respect should be sealed in a separate cover and the envelopes should be sealed in a suitable size cover which should be superscribed tender number and name.
2. 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.
3. Security deposit would be forfeited in case of pending any charges / dues with the Centre or damages of any kind.
4. The tenderer should read the General & Special Terms and Conditions of the Centre and give their acceptance to that effect.
5. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
6. Failure to fulfill any of the conditions given above shall render the tender for rejection.
7. 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.
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 and financially and should have adequate man-power (skilled/semi-skilled/unskilled and technical) required for managing the business awarded.
10. The bidder should be able to submit the solvency certificate approx. Rs**. 1,52,00,000/- (Rupees of One Crore Fifty-Two Lacs Only)** value from the any schedule bankers.
11. The bidder should have necessary licence issued by the Competent Authority/transport department to run the transport services.

12. The bidder should have tax payment capability by producing 3 years IT Return as and when asked for in addition to PAN.
13. The bidder should provide Goods and Services Tax No. and Licence No. as may be required for providing the services to be used for managing the work.
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, 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.
21. In case of the acceptance of the tender, the tenderer will have to enter into an agreement / contract as per the specimen of the agreement / contract attached herewith.
22. The prices quoted in the tender must be valid for two years and for the extension period.

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

Signature
Name of Authorized Person for Bidder with Seal

SPECIAL & GENERAL TERMS & CONDITIONS

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

A) ELIGIBILITY FOR SUBMISSION OF TENDER:

The Tenderer must provide following necessary documentary proof: -

1	The tenderer must be the owner of at least Eight (08) Buses as mentioned below: 1. Five Buses (Non- AC 49+1-Seater) 2. One AC Bus (41+1-Seater) Tata Motors Ltd./LPO 1618/12 Volvo Bus/ any other equivalent (41+1-seater) AC Bus 3. Two Mini-Buses (Non-AC 13+1-Seater) Stand by buses should be also available with tenderer as replacement in place of above-mentioned buses. All the above vehicles (Buses) should be of 2024 and later model.
2	Proof of 3 years' experience in the field (Preceding to last 7 years from the date of closure of the bid submission). Please enclose copies of contract /work order/ Agreement along with work completion certificates issued by companies for whom the services are being/have been rendered
3	EMD of Rs. 7,60,000/- (Rs. Seven Lakhs Sixty 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 before due date**.** Original EMD receipt shall be submitted at the Room No. 332, Estate Management Dept., ACTREC, PS Builg.,3rd Floor, Navi Mumbai, Kharghar – 410210. **OR** 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.**
4	Copy of GST registration certificates.
5	Copy of permanent account number (PAN).
6	Proof of registration with Regional Labour Commissioner (Central) for carrying out contract (If applicable).
7	Proof of residential as well as officer address of tenderer: Xerox of ration card / Electricity bill / Aadhaar card registration certificate in case of firm.
8	Copy of Last 3 Years IT returns (Certified by C.A.)

9	Copy of Last 3 Years Profit & Loss Account Statement, Balance Sheet (Certified by C.A.)
10	Average Turn Over of Last 3 Years i.e. **Rs. 1,90,00,000/-** (Certified by C.A.)
11	The vendor at the time of applying for the tender should submit all the particulars of the vehicles such as Registration Certificate, TC, Permit, Insurance and valid PUC, to establish the ownership of the vehicle by the firm. **(Annexure – I)**
12	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.
13	The bidder should have to submit the **Solvency Certificate of Rs.** 1,52,00,000/- (Rupees of One Crore Fifty-Two Lacs 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: Copies of the above valid documents must have the date mentioned within the last date of tender submission.

B) SPECIFICATION OF VEHICLES

1. The present requirement of Buses/Mini Buses is to be obtained as per work schedule and not to run on 17 declared holidays. The vehicles mentioned at schedule of work are required on need and as when requirement basis. However, ACTREC may increase or decrease the number of buses during the period of contract on the same rates, terms and conditions as fixed based on the rates and rates for other routes of similar distances.

2. The contractor, every time during the currency of contract shall provide only 2024 or later model vehicles. The seating capacity of non-AC big buses should be as decided at the time of award of contract and as per the actual requirement at the discretion of ACTREC management.

3. All buses should be registered in the name of Contractor / Firm. The color of the buses preferably should be same.

4. The contractor shall produce all the buses for physical inspection before ACTREC authority's along with original documents of the buses viz. RC books, Insurance policies (Comprehensive), Passenger Permit, Road Permit etc. for verification prior to deployment on the specified dates. If the Contractor fails to produce the buses / documents for inspection / verification on the specified date, the work order for supply of buses will not be issued in his favour and EMD will be forfeited.

5. The contractor shall make the buses available for transportation of employees on all working days. Place, route and timing of plying the buses will be provided and shall be subject to changes at the discretion of ACTREC management to meet with the requirements.

6. The buses should be in road-worthy conditions, in all respect, for operation in accordance with Motor Vehicle Act, 1989 and rules made there under by the States and existing laws as may be applicable and amended from time to time. Valid documents viz. Registration Certificate, Insurance Certificate, Route Permit, Passenger Permit, Fitness Certificate etc.) Should be available in the bus with the driver during operation of the bus. Responsibility for any lapses in this regard shall be that of contractor.

7. The buses should be neat and clean from inside and outside, in perfect mechanical condition and the general get-up of the bus such as body, paint, upholstery, tin work, windows panes appearance, etc. should be good commensurate with the image of ACTREC. The bus will be inspected periodically for road worthiness and any defect pointed out by ACTREC should be rectified immediately and contractor shall provide another bus not earlier than 2024 in good condition, as replacement, during the period of repair.

8. The Contractor shall provide and maintain First Aid Box and Fire Extinguisher, one each in every bus as per the prescribed norms.

9. The contractor shall also observe the safety and maintenance provisions indicated in Motor Vehicle Act which is in force.

C) GENERAL TERMS AND CONDITIONS

10. The contract entered into will be for a period of two years (Extendable for one more year on same rates, terms and conditions subject to satisfactory services)

11. If required, increase or reduce the number of Vehicles and size (seating capacity) of Vehicles with an advance notice of 07 days during contract period.

12. The contractor may discontinue the services by giving 90 days notice in writing. The contract can be terminated by ACTREC by giving 30 days' notice without assigning any reason thereof.

13. The contractor should declare and warrant that they are legally entitled to do the business of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.

14. The contractor should produce all documents issued by RTA relating to each bus for verification. If bus is not registered in the name of contractor, it will not be accepted.

15. The Vehicles should atleast have a seating capacity as detailed in NIT/financial bid with standard seats of model 2024.

16. The contractor and should be comprehensively insured to cover the risk of injury and loss of life of the commuters, drivers, attendant and third parties by law including damages to property belonging to them.

17. Vendor should quote rates (including all taxes i.e. motor vehicle tax, fuel, GST etc.) against each route on monthly lump sum basis as per s**chedule of buses.** Toll tax & parking charges extra at actuals will be reimbursed as per rules on payment of submission original receipt.

18. Once the Vehicles are fixed on a particular route, shall not be changed in the normal course. However, ACTREC may direct to change the Vehicles on any route if it is found to be not meeting with requirements.

19. The agreed charges shall remain firm and fixed during the contract. Increase in RTO taxes will be reimbursed at actual and also increase in fuel prices upto increase rate 10% will not change the present rates. However, increase/ decrease, if any, over and above 10% will be reimbursed on the basis of average run for vehicles, the average run will be considered as under.

1. For 49+1 Seater Bus	**@ 4.50 kmpl**
2. For 41+1 Seater AC Volvo Bus	**@ 3.50 kmpl**
3. For 13+1 Seater Bus	**@ 8.00 kmpl**

The above will be considered provided the contractor submits the details of the mileage of each route together with the quantity of fuel supported with documentary evidence along with its monthly bill. In case the contractor does not submit the requisite information, the claim for such increase in fuel prices shall not be entertained. The price of Diesel/Petrol from any retail outlet at Navi Mumbai/ Mumbai Municipal areas will be taken into account for the purpose of revised rate for comparison [Fuel rate (Diesel/Petrol) will be the same rate on the date of LOI issued date].

20. The contractor shall not be paid extra hire charger up to 10 kms. For both side due to change in the route etc.

21. All repairs including major overhaul and maintenance, servicing and other expenses for the up-keep of the vehicle, running expenses such as diesel, oil, tyres, batteries etc. shall be borne by the contractor.

22. The Vehicles shall follow the routes and rallying points as specified in the schedule of work (NIT) and no deviation will be allowed unless it is due to some unforeseen reasons such as traffic jam or diversion of the route by the Traffic Police or Municipal Authorities. However, ACTREC reserves the right to change the schedule / route at any time.

23. The contractor shall display signboard of ACTREC name, destination, route number and route name prominently on the front and rear side of the vehicle while on ACTREC duty. The contractor shall not display ACTREC signboard when the vehicle is not on ACTREC duty.

24. All permission as may be required for obtaining different permits and license in contractor's line of business will be obtained by the contractor at his cost.

25. The contractor shall not carry passengers other than employees authorized by ACTREC/TMC situated at Kharghar/Parel, while on ACTREC duty.

26. The contractor shall make the vehicles available 15 minutes in advance before their actual departure timings on both sides.

27. The contractor shall ensure that drivers deployed on the vehicles are qualified and competent, possess valid professional Light Motor Vehicle (LMV) transport License with badge and are always in uniform, wearing black shoes and also well-disciplined. They should behave properly with the officials, well conversant with the route/roads of Greater Mumbai and its surroundings and should not report for duty under influence of alcohol or any narcotics, etc.

28. The driver shall not change the route of the vehicle once fixed at any stage at his own or without intimation of ACTREC management.

29. The contractor shall not sublet, transfer or assign the contract to any other party.

30. The contractor shall produce the original documents of the vehicles and drivers under contract for verification as and when called for by ACTREC management.

31. If the contract is terminated on the basis of non-compliance of terms and conditions of the contract, security deposit shall stand forfeited.

32. The contractor shall execute an agreement on Non-judicial stamp paper of appropriate value accepting all the terms and conditions mentioned in the tender document at the time of award of the contract for supply us of vehicles.

33. In case of requirement of additional vehicle (s) the vendor has to provide on the same cost of finalized tender.

34. Management reserves the right to operate/not operate any or all the trips.

35. Management reserves the right to stop any of the above trip with immediate effect.

36. While filling the tender, the vendor / firm should submit the registration certificate of the firm.

37. The vendor to ensure that buses are cleaned and sanitization after each trip.

38. **L1 Criteria: Lowest bidder (L1) will be considered on the basis of total value of all the buses.**

D) COMPLIANCE OF LABOUR LAWS AND SAFETY RULES

39. The contractor shall declare and warrant that they are legally entitled to do the business of providing transport and hold the requisite license and/or permit for the same from the appropriate authorities.

40. The vehicles should comprehensively be insured to cover the risk of injury to any loss of life of the passengers and driver and third parties by law including damages to property belonging to them, and such insurance policy shall always be kept valid during the term of this agreement.

41. The contractor shall employ his own drivers, cleaners during the period of contract and shall pay their wages and comply with the statutory provisions and ACTREC shall not, in any manner, be responsible for the same. The contractor shall make payment of wages to the workmen employed by him in the presence of representative of ACTREC by 7th of every month, in fulfillment of payment of wages act and minimum wages act and maintain the register of wages paid to workmen and shall produce the same to ACTREC authorities or any statutory authorities for verification as and when called for.

42. 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:

1. Child Labour (prohibition & regulation) Act. 1986
2. Employees's Compensation Act, 1923 (Workmen's Compensation Act)
3. Industrial Employment (Standing orders) Act. 1946
4. Contract Labour Abolition and Regulation Act 1970
5. Minimum Wages Act.1948
6. Employee Provident Fund Act.1952
7. Any other act or legislation which may govern the nature of the contract.
8. ESIC Act.
9. 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.

43. Payment of GST shall be as per Govt. order from time to time. Relevant documents and GST Registration number shall be submitted before execution of work.

44. All payment as may be required for obtaining different permits and licence in contractor's line of business will be obtained by the contractors at their cost.

45. In order to avoid mishap / accident, contractor shall ensure that only skilled drivers (having driving license to drive heavy vehicles / passenger vehicles) with sufficient experience in the trade are deployed on vehicles and they observe all rules / precautions in this regard.

46. The contractor shall maintain such documents as may be necessary by law and as instructed by ACTREC from time to time. These should be available for inspection at any time.

47. If the vehicle is involved in any accident or mishap and as a result thereof any employee or employees of ACTREC suffer any injury or death then the contractor shall be liable to pay compensation or damages as may be assessed by the competent authority and ACTREC will not be liable for any criminal or civil consequences.

48. If the contractor at any stage refuses or is unable to provide the vehicles for any reasons whatsoever or his performance is found to be otherwise unsatisfactory, ACTREC will have the right to terminate the contract and recover from the contractor, the amount of losses and liquidated damages suffered by the ACTREC due to termination of the contract. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for to and for journey (coming / going) from their respective places.

49. 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.

E) ARBITRATION & GOVERNING LAW

50. 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, ACTREC and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of ACTREC. In case such person is not acceptable to the Contractor/Vendor, Director, ACTREC shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.

51. 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.

52. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.

53. In case the performance of the courier agency is not satisfactory. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of 3 months, if he wishes to discontinue the contract.

F) COMPLIANCE WITH RTO RULES

54. The contractor shall ensure that the drivers carry valid driving license while on duty. They shall possess good credentials with working knowledge of Hindi and Marathi.

55. The contractor shall ensure that the drivers do not carry any inflammable / contraband material in the vehicles.

56. The contractor shall be liable to bear all taxes, toll charges, levies, fines, penalties, etc. payable in respect of the aforesaid vehicles. The contractor shall be liable and responsible for non-fulfillment / compliance of all or any of the statutory requirements under the Motor Vehicle Act, 1988 or any other Act for the time being in force.

57. Entire expenditure towards maintenance of vehicles, taxes, insurance, POL, consumables, driver wages etc. shall be borne by you. ACTREC shall have no liability other than monthly charges finalized in the contract towards the use of the vehicles.

58. Contractor shall ensure that the drivers employed behave themselves in a temperate and courteous manner, besides attending duties in good attire.

59. Contractor is required to adhere the statutory obligations of Motor Vehicles Act and to produce receipts of payments of road tax and all the original/ photo-stat copies of document. The same shall be kept with the driver, facilitating production to RTO whenever demanded.

60. Prevailing statutory requirements such as minimum wages, Provident fund and ESI shall be made applicable to the personnel being deployed.

61. All rules of RTO to be strictly followed.

G) SAFETY AND SECURITY

62. In order to avoid any Mishap / Accident, contractor shall ensure that only skilled drivers (having driving license to drive heavy vehicles / passenger vehicles) with sufficient experience in the trade are deployed on buses and they observe all rules / precautions in this regard. Contractor shall ensure that drivers do not exceed normal speed limit and shall further ensure that his crew is deployed on duty after adequate rest to avoid accidents due to over fatigue. The contractor shall be solely responsible for violation of the above stipulations.

63. The contractor shall engage the drivers for ACTREC duty whose character and antecedent verification has been done by the Police Department, possess valid driving license, having adequate driving experience on passenger vehicles, having thorough knowledge of traffic rules / road safety precautions, aware with the routes of Greater Mumbai and its surroundings.

64. The drivers of the vehicles should follow the traffic rules prominently.

65. The contractor shall make his own arrangement for parking the vehicles after closing the duties. No parking will be allowed in the ACTREC premises after closing the duties. Parking vehicles in ACTREC premises will be at his own risk.

66. The contractor shall always abide by the rules and regulations of ACTREC pertaining to Security and Safety.

67. The Contractor or his representative shall not divulge to any one, any confidential information obtained during the course of work.

68. The Contractor shall be responsible for the safety and security of vehicles.

69. The Contractor shall be responsible for any damages to the vehicles or any death or injury to the driver or any other person travelling in the vehicle in case of any accident.

70. Any indiscipline by the contractor's workmen within the premises, while on duty, will make them liable for penalty and ACTREC will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them.

71. The contractor will make arrangement to fix jalis to both side windows, back and front side windows and to the door if needed or as per need of the situation at his own cost to ensure safety of the persons travelling in the vehicles.

H) SPECIAL CONSENT

With regards to passengers, we may have to inform categorically that it is their own volition and option to avail the transport service, on their risk and consequences.

I) SET-OFF CLAUSE

72. Whenever any claim or claims for payment of a sum of money arise(s) out of or under this contract against the contractor, ACTREC shall be entitled to withhold and retain such sum or sums in whole or in part from the security deposit of the contractor pending finalization or adjudication of any such claim, in the event of the security deposit being insufficient to cover the claimed amount or if no security deposit has been taken from the contractor, ACTREC shall be entitled to withhold and have a lien to retain the extent or the such claimed amount or amounts referred to supra from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the contract or any other contract with ACTREC or Government or any person contracting through ACTREC pending finalization or adjudication of any such claim. During the period of this contract any sum of money or moneys so withheld or retained by ACTREC will be kept, withheld or retained as such by ACTREC, till the claim arising out of or under the contract is determined by ACTREC or Arbitrator or by the Competent Authority, as the case may be and that the contractor will have to claim for interest or damages whatsoever on any account in respect of such sums.

J) CORRUPT PRACTICES

73. The contractor shall not offer or agree to give any person in the employment of ACTREC any gift or consideration of any kind as “Inducement” or “Reward” for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contracts. Any breach of the aforesaid condition by the contractors or any one employed by them or acting on their behalf (whether with or without the knowledge of the contractors) or the commission of any offence by the contractors or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code or the Prevention of Corruption by Public Servants, shall entitle ACTREC to cancel the contracts and all or any other contracts and then to recover from the contractor the amounts of any loss arising from such cancellation of contract.

K) PENALTIES

74. The vehicles are required to ply on specified routes and any failure to operate the vehicles as per the above schedule, the contractor is required to bear actual expenses incurred by ACTREC in transportation of the employees. In addition, a penalty of Rs.1000/- for each such failure will be recovered from Contractor’s next monthly bill. The decision of the ACTREC regarding the amount of actual expenses incurred will be final and binding on the contractor and the contractor shall not challenge the same.

75. In case of breakdown, a substitute bus of the same or later model in good condition shall be deployed within half an hour. If the contractor does not provide a substitute vehicle within half an hour, he shall be liable to pay ACTREC the charges and expenses that may be incurred by ACTREC, for procuring a vehicle or for arranging other mode of transport for its employees.

76. If the commuters have to make their own arrangement for their transportation to reach the office due to non-availability of vehicle in time at their rallying point on any day for any reasons, the ACTREC will reimburse the actual expenses incurred by the commuters for performing their journey to reach the office and shall be recovered from the bill of the contractor. In addition, a penalty of Rs.1000/- per vehicle for one side on failure will be imposed and recovered from Contractor’s bill. The decision of the ACTREC regarding the amount of actual expenses incurred will be final and binding on the contractor and the contractor shall not challenge the same.

77. If the contractor is not able to provide the fixed bus of any route on any day(s) due to maintenance / repairing work or for any other reason, it should be immediately brought to the notice of the Transport-in-charge in writing, failing which a penalty of Rs.500/- will be imposed and recovered from the bill of the contractor.

78. The vehicles will be inspected by ACTREC authorities periodically for read-worthiness and if any defect is pointed out the contractor shall provide a substitute vehicle of the same or later model in good road-worthy condition till its rectification.

79. If the vehicle is not made available after repair or if a substitute bus is not provided for the next working day, then the contractor shall be liable to pay ACTREC the charges and expenses that may be incurred by ACTREC, for hiring a vehicle or for arranging other mode of transport for its employees in addition to the penalty of Rs.2000/- per bus per day. If the contractor at any stage refuses or is unable to provide the vehicle for any reasons whatsoever or his performance is found to be otherwise unsatisfactory, ACTREC will have the right to terminate the contract and recover from the contractors, the amount of losses and liquidated damages suffered by the ACTREC due to termination of the contract. The loss and damages so charged shall be not more than 10% of the contract value. This will be in addition to the recovery of losses which shall have to be reimbursed to the authorized commuters for (to and for journey for coming to / going) from ACTREC, Kharghar to their rallying points.

L) Forfeiture of the E.M.D.

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 Rate Contract, LOI/Work Order, refuses to execute the Work Order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited.

M) Refund of E.M.D.

The original E.M.D. receipt along with written request letter needs to be submitted in the Administration Dept. for Refund of E.M.D.

N) TURN OVER

The applicant should have average annual financial turn over (gross) of Rs. 1,90,00,000/- on transport services during immediate last three consecutive financial years ending 31st March, 2025. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

O) SECURITY DEPOSITS

80. The contractor may submit a bank guarantee or FDR of any corporate or nationalized bank for value towards the security deposit within 15 days of acceptance of LOI/Work order.

P) BILLING AND PAYMENT

81. The bill shall be submitted for each calendar month duly completed in all respects by 5th of succeeding month so as to enable the ACTREC for arranging payment at the earliest possible. The bill will be supported by a statement showing the details of date wise run of the bus, receipt of toll charges, parking charges, if any. The payment to the

contractor shall be made by ACTREC through NEFT/RTGS only within 15 days from the date of receipt of the bill and the contractor shall not be entitled to claim any interest for delay in payment due to unforeseen reasons.

82. If the bills are sent back for any correction to the contractor, the date of re-submission of the bill after correction will be considered the date of actual submission of the bill.

83. The bills will be raised once in a month in the format prescribed by ACTREC (the succeeding month for the operation performed in the previous month) and as such the payment will be made by cheque against the bill.

84. Recoveries towards TDS (Income-Tax) and applicable GST TDS will be made as per Government Orders in this respect and certificate to that effect will be issued by the ACTREC.

85. The rates offered in the schedule of rates (Annexure-II) includes all the expenses of POL, salary payable of drivers, road tax, passenger permit charges, insurance of bus, maintenance charges, toll tax, PUC etc. Motor vehicles tax, fuel, GST etc. Toll tax and parking charges extra at actuals, will be reimbursed as per rules on payment of submission of original receipt.

Q) FORCE MAJEURE

86. If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility. acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing. Predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract: hall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

R) COMPLIANCE WITH THE TERMS AND CONDITIONS

87. The contractor shall comply with all the laws applicable including the Minimum Wages Act, Payment of wages, Contract (labour & regulation) Act, and the rules made there under, EPF Act, ESI Act and shall indemnify ACTREC against any action brought against it for any violations / non-compliance of any of the Act, rules etc. The performance of the contract shall be monitored periodically and in case services are found unsatisfactory i.e. the condition of vehicles deteriorates, frequent break-down, improper maintenance, use of retreated tyres, unavailability of fuel in the vehicle, non-displaying of ACTREC sign board, misuse of ACTREC board, non-availability of documents of the vehicle, license etc. with the driver, non-availability of spare wheel and tools, non-availability of first aid box and medicine therein, unpunctuality in duty, non-wearing of uniform by the driver / cleaner, misbehavior of the driver / cleaner with the employees, driver / cleaner under influence of alcohol, disobey of the transport staff / traffic rules and other violations covered explicitly and implicitly under this contract. ACTREC reserves the right to terminate the contract at any time without assigning any reason by giving 24 hours' notice in writing and the contractor shall not be entitled to any compensation, whatsoever by reason of such termination and security deposit will be forfeited.

S) ACTREC-TMC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever thereof, TMC reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. TMC is not bound to accept the lowest tender. TMC also reserves the right to extend the validity of the Rate Contract for more than one year as mutually agreed upon.

T) SUBMISSION OF TENDER

88. The tenderer shall submit the tender document in original duly completed in all respects and signed and stamped on each page along with documents as has been asked in NIT. Incomplete and incorrect tenders are liable to be rejected. The tenderers shall be deemed to have carefully read, studied and understood all the clauses of the tender documents. The tender documents should be submitted along with Technical Bid should be sealed in a separate envelope duly super scribed on the envelope as "**Tender for Hiring of Buses & Mini Buses**" along with all relevant documents"

U) OPENING OF TENDER

89. **Technical Bid:** Online technical bid will be opened on the date and time mentioned in the tender notice.

Financial Bid: After opening the technical bid, based on the documents submitted, if required-an inspection will be carried out of vehicle, facilities, garage etc. of the tenderer to determine the technical capability of the tenderer and financial bid will be opened only of short-listed tenderers. Bidders must quote their rates in the online

financial bid / BOQ**.** The financial bid/BOQ will be evaluated based on the lowest offer on monthly charges clubbing all the routes and contract will be awarded to L1 bidder fulfilling terms and conditions.

90. ACTREC reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever thereof. ACTREC reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. ACTREC is not bound to accept the lowest tender.

91. Company / Firm already engaged for such business with government departments or public undertakings will be given preference. They shall have to submit evidence and performance certificate to that effect.

92. The EMD of unsuccessful tenderer shall be refunded within the reasonable time after final decision on the tender without any interest thereon.

93. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before sending the quotation, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office. Tender acceptance Letter is annexed with tender notice.

94. 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.

95. 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.

96. A bidder debarred under clause no. 95 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.

97. 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 have breached the code of integrity.

98. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.

99. The resultant contract will be interpreted under Indian Laws.

100. 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 regard. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.

101. 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.

Signature & Date

Name of the Bidder Rubber Stamp

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 and Seal

Name of Authorized Person

Name of the Firm

Date: Address for Correspondence

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 022-6873555 Ext: 5551 / 5141

Annexure - I

DETAILS OF BUSES OWNED BY THE TENDERER

SR. NO.	Registration No.	Date of Registration	Seating Capacity	Chassis No./Engine No.	Road Permit Valid upto	Insurance Valid upto	PUC Valid upto	Fitness date	Name of owner
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

Note: Vendor should submit the above details in the prescribed format.

Signature with officer seal
Name
Date

TATA MEMORIAL CENTRE
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SECTOR 22, KHARGHAR, NAVI MUMBAI 410210
www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in
Phone 022-6873555 Ext: 5551 / 5141

SCHEDULE OF BUSES

Tender Ref. No. ACTREC/Admin/EM/Vehicles/Bus/9553/2026 **Date:17/11/2026**

Sr. No.	Route (Reporting as per schedule of work)	Seating capacity / type of vehicle in good condition not before the model of 2024	No. of round trips and Distance in KM
1	**TMH (Parel) to ACTREC and Back):** TMH (Parel)- Dadar TT- Sion/Suman Nagar-Anushakti Nagar/BARC-Main gate – PanvelSion Highway – ACTREC (Kharghar).	13-1 Seater Non AC Bus	One round trip (80 KM)
2	**(Borivali – ACTREC and Back):** Charkope Market – Borivali (W) – Magathana – Sanjay Gandhi National park – Dahisar check Naka – Mira Road – Kapurbavadi – Kalwa Bridge – Mumbra Bypass – Shilphata – Taloja – ACTREC (Kharghar).	13-1 Seater Non AC Bus	One round trip (120 KM)
3	**(TMH (Parel) – ACTREC and Back):** TMH (Parel) – Via Free Way - ACTREC (Kharghar).	49+1 Seater Non AC Bus (For Patient)	From Monday to Friday 02 Trips per day (160 Kms) and on Saturday 01 Trip (80kms)
4	**(ACTREC - TMH (Parel) and Back):** ACTREC (Kharghar) - VASHI - Via Free Way - TMH (Parel).	49+1 Seater Non AC Bus (For Patient)	From Monday to Friday 02 Trips per day (160 Kms) and on Saturday 01 Trip (80kms)
5	**(TMH (Parel) – ACTREC and Back):** TMH (Parel) – Via Free Way - ACTREC (Kharghar).	49+1 Seater Non AC Bus (For Patient)	From Monday to Friday 02 Trips per day (160 Kms).

6	**(ACTREC - TMH (Parel) and Back):** ACTREC (Kharghar) - VASHI - Via Free Way - TMH (Parel).	One AC Bus (41+1-Seater) Tata Motors Ltd./LPO 1618/12 Volvo Bus/ any other equivalent (41+1-seater) AC Bus **(For Consultant)**	From Monday to Friday 03 Trips per day (240Kms) and on Saturday 01 Trip (80kms)
7	**(ACTREC - Shivshankar Hostel and Back):** ACTREC (Kharghar) - Via Hiranandani - Shivshankar Hostel.	49+1 Seater Non AC Bus	From Monday to Friday 13 Trips per day (156 Kms/per day)
8	**(ACTREC to CBD Belapur / Kharghar Station and back)**	49+1 Seater Non AC Shuttle Bus	From Monday to Friday 11 Trips per day (160 Kms/per day) and Saturday 10 Trips (148 Kms) and Sunday/Holiday 10 Trips (148 Kms).

Note:

1. Vendor should quote rates (including all taxes i.e. motor vehicle tax, fuel, GST etc.) against each route on monthly lump sum basis as per **schedule of buses.**
2. Toll tax & parking charges extra at actuals will be reimbursed as per rules on payment of submission original receipt.
3. It is mandatory to quote rates for all the routes as mentioned in the schedule of buses.
4. Lowest bidder (L1) will be considered on the basis of total value of all the buses.

SOLVENCY CERTIFICATE

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

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

Signature of Manager
Name of the Bank with Seal

Date:

FORMAT OF NOTARY AFFIDAVIT ON NON-JUDICIAL STAMP PAPER OF RS. 100/-

STATING THEIR IN AS UNDER

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 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

AGREEMENT

This deed of agreement is made on this _____ day of _____ 2026 between _____ having its registered office _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part AND The Tata Memorial Centre (TMC) and ACTREC is part of TMC which is a society incorporated under the Societies Registration Act 1860 having its registered office Parel, Mumbai and branch at Sector-22, Kharghar, Navi Mumbai represented by the Director on the authority of the Society on the second part.

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

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

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

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

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 transport services to commence the as awarded with effect from the given date and time.

2. 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.

3. 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.

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

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

6. 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.

7. 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.

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

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

First Party

Witness: 1._____

2._____

Second Party

Witness: 1. _____

2._____

FORMAT OF INDEMINITY 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 by ……hereinafter referred to as 'Indemnifier ' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Centre (ACTREC), hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.

Witness as to:

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

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carying 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.

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 022-6873555 Ext: 5551 / 5141

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.

Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee/Security Deposit/Mobilization Advance <u>On non-judicial stamp paper of minimum Rs. 100.</u> (Guarantee offered by Bank to ACTREC/TMC in connection with the execution of contracts)

1. Whereas the (Designation of concerned official) (name of division), ACTREC/TMC on behalf of the DIRECTOR ACTREC (hereinafter called "The Government") has invited bids under .....(NIT number) ..... dated…… for..... (Name of Work.) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. ..... (Rupees .....only) valid upto ..... (date)*..... as Earnest Money Deposit from ..... (name and address of contractor) ....., (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

   OR

   Whereas the (Designation of concerned official) …….. (Name of Division) ……, ACTREC/TMC on behalf of the DIRECTOR ACTREC (hereinafter called "The Government") has entered into an agreement bearing Number ..... with.....(name and address of the contractor) …… (hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. ..... (Rupees …….... only) valid upto..... (date). as **Performance Guarantee/ Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, ... (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees ……..... only) on demand by the Government within 10 days of the demand.

3. We, ... (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made 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).

4. We, ... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ... (indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions rerating 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor 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. We, ... (indicate the name of the Bank) ……., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor.

8. We, ... (indicate the name of the Bank) ……., undertake not to revoke. This guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to ..... unless extended on demand by the Government. 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date …….
Witness:

1. Signature…… Authorized
   signatory Name and address
   Name
   Designation
   Staff Code No. Bank Seal

2. Signature……
   Name and address

Date to be worked out on the basis of validity period from the date of submission of tender. ** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/ security deposit/ mobilization advance, as the case may be.