

## TATA MEMORIAL CENTRE

ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)

(A grant – in - aid institute under Department of Atomic Energy, Government of India)

Sector-22, Kharghar, Navi Mumbai – 410210

www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in

Phone 022-27405000 Ext-5141

### NOTICE INVITING TENDER

**TENDER FOR COLLECTION AND DISPOSING OF KITCHEN FOOD WASTE MATERIAL ON DAILY BASIS FROM ACTREC CAMPUS, KHARGHAR FOR THE PERIOD OF ONE YEAR FROM 01/04/2025 TO 31/03/2026. (EXTENDABLE FOR ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE).**



Sr. No.	Particular	Amount
01	EMD by Demand Draft to be Drawn in Favour of Director ACTREC Tender received without Earnest Money Deposit (EMD) will be summarily rejected. 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 (Bidder must enclose copy and proof thereof)	Rs 9,600/- (Rupees Nine Thousand Six Hundred Only/-)

Tender Notification and Documents are available on website:  
[www.actrec.gov.in](http://www.actrec.gov.in)

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Phone 022-27405000 Ext-5141

**TENDER DOCUMENTS**

Sr. No	TOPIC
1	Notice for invitation of tender
2	Tender acceptance undertaking (to be filled by Tenderer)
3	Tender application form
4	Information and instruction to bidders for tendering
5	General Instructions to the Tenderer
6	Scope of Work and General & Special Terms and Conditions
7	Note with seal and signature (to be filled in by Tenderer)
8	Technical bid
9	Financial bid
10	Solvency certificate to be issued by the Bankers.
11	Indemnity bond
12	Agreement
13	Format of Notary Affidavit On Non- Judicial Stamp Paper Of Rs.100/- Stating Their In As Under

**TATA MEMORIAL CENTRE**  
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(A grant – in - aid institute under Department of Atomic Energy, Government of India)  
Sector-22, Kharghar, Navi Mumbai – 410210  
Phone 022-27405000 Ext-5141

No. ACTREC/Admin/Food waste/1041/2025

Date: 05<sup>th</sup> February, 2025

**NOTICE INVITING TENDER**

Limited tender is invited from reputed and experienced contractors / vendors for Tender For Collection and Disposing of Kitchen Food Waste Material on Daily Basis From Tata Memorial Centre-Advanced Centre for Treatment, Research and Education in Cancer, Sector-22, Kharghar, Navi Mumbai-410210

Sr. No.	Name of Work	Estimated cost(Rs.)	EarnestMoney Deposit – EMD (Rs.)
1	Tender for Collection and Disposing of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar for the Period of One Year from 01/04/2025 To 31/03/2026 (Extendable for One More Year Subject to Satisfactory Performance).	<b>Rs. 4,80,000/- (Exclusive GST)</b> <b>(One year)</b> <b>(Rupees Four Lakhs Eighty Thousand Only)</b>	<b>Rs. 9,600/-</b> <b>(Rupees Nine Thousand Six Hundred Only)</b>

The bidders has to apply through the ACTREC website [www.actrec.gov.in](http://www.actrec.gov.in). The bidder shall pay the **EMD Rs.9,600/- (Rupees Nine Thousand Six Hundred Only)** through demand draft in favour of Director, ACTREC at the time of submission of tender to the Institute and submit the copy of receipt along with hard copy of the tender documents containing technical bid and financial bid.

The rates may be quoted in Indian Rupees exclusive Goods and Services Tax. The hard copy of complete tender-containing Technical bid & Financial bid along with all the documents must reach the ACTREC room no.332, Estate Management Section, 3<sup>rd</sup> floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai - 410210 on or before 27/02/2025 upto 01.00 pm. The hard copy of tender documents submitted in sealed envelopes will be opened on the technical bid opening 27/02/2025 at 03.00 pm. Incomplete or tenders submitted after the due date would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

**Dy. Admin. Officer (EM), ACTREC**

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**CRITICAL DATE SHEET**

Published Date	05 <sup>th</sup> February, 2025
Bid Document download/sale start date	05 <sup>th</sup> February, 2025 at 01:00 pm.
Bid Online Submission Last Date & Time	27 <sup>th</sup> February, 2025 upto 01:00 pm.
Technical Bid Opening Date	27 <sup>th</sup> February, 2025 at 03:00 pm.
Hard copy submission Venue	Room no.332, Estate Management Section 3 <sup>rd</sup> Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai – 410210

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

**TENDER ACCEPTANCE UNDERTAKING**

Date: / /2025

To,

The Director,  
Advance Centre for Treatment Research & Education in CancerTata Memorial Centre  
Kharghar, Navi Mumbai - 410210

No. ACTREC/Admin/Food waste/1041/2025

Date: 05<sup>th</sup> February, 2025

**Nature of Services / Work: Collection and Disposing of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar**

Sir,

I / We read the conditions from the tender including general / special conditions and hereby agree by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 180 (One Hundred and Eighty Days) from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT / EMD" to Tata Memorial Centre, ACTREC, in case I / We could not execute the awarded work. I / We will execute the work within a week time from the date of issue of letter of award of contract/work order.

A sum of Rs. .... /- (.....) is forwarded herewith as Earnest Money Deposit in the form of DD / Bank's PO /through Receipt No. \_\_\_\_\_ dated\_\_\_\_\_.

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

Signature of Bidder with stamp

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**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)**  
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**TENDER APPLICATION FORM**

No. ACTREC/Admin/Food waste/1041/2025

Date: 05<sup>th</sup> February, 2025

<b>Name of the Work</b>	<b>Tender for Collection and Disposing of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar</b>
Due Date of the submission of the tender	
Demand Draft / Receipt No. for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
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 Bombay Shops & Establishment Act	
(iii) Indian Companies Act	
(iv) Society registration Act.	
PAN No.	
Goods and Service Tax Registration No.	
Name & Address of banker	
Attach Solvency Certificate duly issued by the Banker to the Bidder	
No. of Manpower employed by the bidder in its office	
Bidders shall have minimum 03 years of experience in the relevant field.	
Any other relevant information wish to submit in proof of your competency	

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

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

Name of authorized person for bidder with seal

## 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 [www.actrec.gov.in](http://www.actrec.gov.in) and a hard copy of the tender containing Techno-commercial bid duly signed and stamped and sealed in a cover /envelope which should be super scribed with tender ref. 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, if any.
3. 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 ACTREC website.
4. The hard copy of the tender documents should be duly filled in all respects and signed. otherwise the tender shall be treated as invalid tender. Failure to fulfill any of the conditions given above shall render the tender for rejection.
5. The Director, 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.
6. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
7. The bidder should be competent enough to deal with the business of the tendered item / services technically 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.
8. The bidder should be able to submit the Solvency Certificate of Rs. 1,92,000/- (One Lakhs Ninety-Two Thousand Only) value from any single scheduled/ nationalized banks.
9. All Micro-Small Enterprises Units (MSE) registered with National Small Industries Corporation (NSIC)/KVIC or any other authority designated by Govt will be exempted from paying Earnest Money Deposit (EMD) as applicable under rules of GOI. Proofs must be enclosed.
10. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered.
11. 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.
12. 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.
13. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.

14. The bidder will be under obligation to intimate to Institute in advance about the assistance to be extended by the Institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning or providing services.
15. 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.
16. 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.
17. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
18. 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.

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

**Signature Name of Authorized Person**

**Bidder with Seal**



## **GENERAL TERMS AND CONDITIONS**

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

### **A) SCOPE OF WORK**

1. Collection and Lifting of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar.
2. Collection point of food waste material will be the Kitchen area of PS Building, KS Building, RRS Building, RRU Building, Asha Nivas and Retreat Cafeteria of ACTREC Campus, Kharghar with arrangement of own manpower and transportation.
3. It will be the sole responsibility of vendor to dispose the material outside the campus at designated place recognized by the government organization or any other agencies.

### **B) GENERAL INSTRUCTIONS**

4. 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.
5. Incomplete and unsigned quotations are liable to be rejected.
6. Each page of the tender should be signed /stamped by the bidder(s).
7. Hard copy of the tender documents along with all licenses, permission, Certificates, work orders, contracts, Experience/Performance certificates and other required documents etc. should be sealed in a separate cover containing Technical bid (along with EMD) and Financial Bid should be sealed in a suitable size cover super scribed with tender number and name of the work / service. Hard Copy of the same should be submitted within the due date at Room no.332, Estate Management Section 3<sup>rd</sup> Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai – 410210
8. The Centre reserves the right to cancel or reject in full or part any or all tenders received, assigning any reason thereof.
9. 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, if any.
10. 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.
11. All works will be executed as per detailed specifications at ACTREC, Navi Mumbai and as directed by an officer / official nominated by the Director.

12. The Contractor will be required to bring all tools, equipment's, material and labour required for proper completion and maintaining the day-to-day work at ACTREC.
13. The agency shall ensure proper collection of kitchen food waste material from collection points, maintain proper hygiene of segregation space and shall ensure no foul smell/ odor emanating from the ACTREC premises.
14. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard and shall submit an indemnity bond thereof.
15. The Contractor will be required to post workers for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
16. 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.
17. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on ACTREC.
18. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Centre for inferior works as determined by the Centre and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
19. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the ACTREC from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
20. The Centre shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
21. Contractor should take precautionary measures for the labour against any injury or death that may happen during the work. ACTREC shall not be held liable for the same in any manner.
22. The Agency shall discharge obligations as provided under various applicable statutory enactments including EPF and miscellaneous provision act 1952, the Employees State Insurance (ESI) Act 1948, the Contract Labour (R&A) Act 1970, the Inter-State Migrant Workmen (Regulation of employment and conditions of service) act 1979, the Minimum Wages Act 1948, the Payment of Wages Act 1936, the Workmen's Compensation Act 1923, Factory Act, 1948, Payment of Bonus Act, 1965 and other relevant act, rules and regulations, instructions etc issued /enforced from time to time
23. The Agency must ensure that the quoted rates shall be as per the minimum wages for the particular work, prevailing during the period contract and other statutory requirements.

24. The Agency shall deploy the required number of personnel and carry out the work to the satisfaction of the In-Charge. If the continuance of any of the persons deployed by the Agency is found not satisfactory, the Agency shall replace him forth with, up on receipt of information to that effect from ACTREC.
25. 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.
26. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
27. ACTREC may terminate the contract by giving prior notice of one month. If the contractor wishes to terminate the contract, he should give 03 months prior notice in writing.
28. Submission of tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates.
29. Notification of Award of the contract will be made in writing to the successful Bidder by the Director or his representative. The Contract will normally be awarded to the qualified and responsive Bidder offering the lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Director shall be the sole judge in this regard. The Director does not bind himself to accept the lowest or, any Tender or to give any reason for his decision. A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
30. The Centre will not charge any amount from the Contractor for water or / and electricity supplied for the work and will be under obligation to provide electric connections for operating of operation and maintenance under contract.
31. **500 to 700 kg food waste per day to be collected from the Kitchen area of PS building, KS Building, RRU Building, RRS Building, Asha Nivas and Retreat Cafeteria from site free of cost. Additional sites may also be included in the scope as an when required.**
32. If the contractor fails to remove the kitchen food waste, then the penalty of Rs. 5000/- per day will be imposed.
33. Contractor shall dispose food waste with arrangement of his own manpower and transportation.
34. In respect of all the labors employed directly or indirectly for the works, the Agency at his own expense will arrange for safety provisions to comply with Statutory regulations. He shall indemnify ACTREC against claims for compensation in this respect.
35. The workmen employed by the Agency will have no claim whatsoever on ACTREC and shall not raise any industrial dispute, either directly or indirectly with or against ACTREC, in respect of any of their service conditions so long as they are employed on ACTREC premises for the execution of the above contract
36. In the event of receipt of valuable items shall be handed over to the office of DCSO, Security Department, ACTREC - TMC.

37. The Agency shall carry out the job as per specifications of the Authority and to their entire satisfaction. In case of complaints either as regards the nature of service or the personnel doing the same, the Authority will intimate to the Agency who shall attend to and sort out the complaints promptly.
38. Any complaints / observations on the improper collection and disposal of food waste material is liable for cancellation of the tender. The agency will also be blacklisted from participating in any of the ACTREC quotations/tenders for a period of 3 years and/or forfeiture of the Security deposit.
39. In case it is noticed by the Authority that the work carried out by the Agency is not up to the required standards, written notice will be given to him warning him/her of the bad state of work and asking him/her to improve upon the standards within the period specified by the In-Charge. In the event of the authority finding that there is no improvement and the work is not being carried as per instructions, the authority will have the right to terminate the contract forthwith and forfeit the security deposit.
40. If the firm is found violating any of the terms and conditions of the contract or the contractor's service is found unsatisfactory, Performance Security Money will be forfeited and contract may also liable to be terminated.
41. Bidders are advised to visit and examine the site where the works are to be carried out and its surrounding with prior arrangement and obtains on their own all information and satisfies themselves as to the conditions prevalent there with respect to execution of works as per the scope of work. No claim in this regard, whatsoever on any account shall be entertained by ACTREC - TMC under any circumstance.
42. No subcontractor will be allowed to enter into contract during the rate contract period. Any tax liabilities will be on contractor's part and ACTREC will not be responsible in any manner.
43. No subletting is allowed. Any tax liabilities will be on contractor's part and the centre will not be responsible in any manner.

**C) TECHNICAL ELIGIBILITY /QUALIFICATION CRITERIA: -**

- a) Registration under Shops and Establishment Act/ MSME Certificates
- b) PAN Number
- c) Registration number under Goods and Services Tax
- d) Last Three years Income Tax Returns, Balance Sheet and Profit & Loss Account Statement with average three years turnover minimum Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand Only) duly certified by CA.
- e) 3 Year's work experience requires of similar works.
- f) The bidder should be able to submit the Solvency Certificate of Rs. 1,92,000/- Lakhs (Rupees One Lakh Ninety-Two Thousand Only) from any Schedule Bank (As per format Page No.15).
- g) Should have valid Authorization Certificate for carrying out Solid Waste management or Organic Manure manufacturing or Bio-Waste processing etc. issued by Municipal Corporation /State and Central Government /PSU.
- h) An undertaking on stamp paper stating 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(As per format Page No.16).

44. All entries in the tender must be written in permanent ink. Erasures, overwriting or corrections, if any, should be attested under the full signatures of tenderer.
45. As far as possible, the tenderer must endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions.

**D) BILLING AND PAYMENT**

46. The bill shall be submitted for each month duly completed in all respects by 7th of succeeding month so as to enable the ACTREC for arranging payment at the earliest possible. The payment to the contractor shall be made by ACTREC by NEFT/RTGS/ Bank Transfer by post within 30 days after due verification of the completion of work by NEFT/RTGS.
47. 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.
48. Payment will be settled within 30 days from the date of submission of the bill along with the supporting documents
49. Recoveries towards Income-Tax plus applicable surcharge on Income-Tax will be made as per Government Orders in this respect and certificate to that effect will be issued by the ACTREC.

**E) FORCE MAJEURE**

50. Force Majeure is herein defined as any cause which is beyond the control of the contractor and the ACTREC, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as Natural Phenomena, including but not limited to floods, droughts, earthquakes and epidemics. Other phenomena including but not limited to hostilities, riots, civil commotion and declared lockout in contractor's works.
51. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Director, TMC or any other officer nominated by the Director TMC for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the center and shall not have any objection in this regards. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
52. 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.
53. The center reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

I hereby accept all terms and conditions above.

Signature and rubber stamp of bidder

## **ACCEPTANCE**

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

**Signature of the bidder and seal**

**Name of Authorized Person**

**Address for Correspondence**

**Tel/ Mobile No.**

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(A grant – in - aid institute under Department of Atomic Energy, Government of India)  
Sector-22, Kharghar, Navi Mumbai – 410210  
Phone 022-27405000 Ext-5141

**FINANCIAL BID**

**Sub: - Tender for Collection and Disposing of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar**

No. ACTREC/Admin/Food waste/ /2025

Date: 05<sup>th</sup> February, 2025

Name and Address of the tenderer

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Telephone/Mobile no. \_\_\_\_\_

Sr. No	Particulars	Monthly Rates (In Rupees)	GST @ 18%	Total
1	Charges for Collection and Disposing of Kitchen Food Waste Material including manpower and transportation.			

Note: Bidder should quote monthly charges for Collection and Disposing of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar including manpower and transportation.

Signature of the Tenderer

## **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 /Private Insitution/ 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

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

Witness as to:

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

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carrying out the 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 contractor's employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

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

Name the Indemnifier :

Designation :

Name and address of the contractor : WITNESSES

- 1.
- 2.

## AGREEMENT

This \_\_\_\_\_ 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 **Collection and Disposing  
of Kitchen Food Waste Material on daily basis from ACTREC Campus, Kharghar.**  
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, 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. In case 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. \_\_\_\_\_