

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
 (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- estatemanagement@actrec.gov.in
 022-27405000 Ext-5551

No. ACTREC/Admin./Tea-coffee/4564/2025

12th June, 2025

NOTICE INVITING TENDER

Tender for Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis AT ACTREC

For the period of one year from 01/09/2025 to 31/08/2026 (Extendable for two years subject to satisfactory performance on yearly basis)



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)	12,000/- (Rupees Twelve Thousand Only)

Notes:-

1. Tender Notification and Documents are available on website: - www.actrec.gov.in

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

No. ACTREC/Admin./Tea-coffee/4564/2025

12th June, 2025

Sealed limited tender (Techno-commercial bid) is invited for Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis AT ACTREC, Sector-22, Kharghar, Navi Mumbai – 410210.

CRITICAL DATE SHEET

Bid Document Download/Sale Start date	12 th June, 2025 from 13:00 hrs.
Bid Submission Last Date & Time	3 rd July, 2025 upto 13.00 hrs.
Last Date & Time of Submission of Hard Copy of Tender Documents.	3 rd July, 2025 upto 13.00 hrs.
Techno-commercial Bid Opening Date	3 rd July, 2025 upto 15.00 hrs.
Hard copy of Tender Document Submission Place and End Date & Time	Room no. 332, Estate Management Section 3rd Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai-410210

Incomplete or tenders submitted after the due date & time would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

Dy. Administrative Officer (EM)

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

TENDER DOCUMENTS

1. Notice for invitation of Tender
2. Tender acceptance undertaking (to be filled by Tenderer)
3. Technical Bid: Tender Application Form
4. General & Special Terms and Conditions
5. Acceptance
6. Solvency certificate to be issued by the Bankers.
7. Format of Notary Affidavit (To be filled by Tenderer)
8. Indemnity Bond
9. Agreement to be executed by the tenderer
10. Financial bid

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Sector-22, Kharghar, Navi Mumbai-410210

No. ACTREC/Admin./Tea-coffee/4564/2025

12th June, 2025

NOTICE INVITING TENDER

Sealed Quotation in techno commercial (Open technical and financial bid same time) is invited for Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis AT ACTREC, Sector-22, Kharghar, Navi Mumbai – 410210.

Sr. No.	Name of Work	Approx. cost (Rs.)	EMD (Rs.) Refundable
1	Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis AT ACTREC, Sector-22, Kharghar, Navi Mumbai – 410210.	6,00,000/-	12,000/-

- 1 The tender document is available on ACTREC web site www.actrec.gov.in which can be downloaded by the bidders. The bidder shall pay the **EMD Rs. 12,000- (Rupees Twelve Thousand Only) through demand draft in favour of Director-ACTREC** at the time of submission of tender to the Centre along with hard copy of the tender documents technical bid and financial bid. The 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)
- 2 The rates may be quoted in Indian Rupees (INR) inclusive GST. The hard copy in closed envelope of complete tender- containing Technical bid and financial along with all the tender documents in single envelop must reach the Room No. 332, Estate Management Section, 3rd floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai - 410210. 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)

TENDER ACCEPTANCE UNDERTAKING

Date: _____

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

Sub: Acceptance of terms and conditions

No. ACTREC/Admin./Tea-coffee/4564/2025

12th June, 2025

Nature of Service Work: Tender for Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis AT ACTREC for one year (Extendable for two years subject to satisfactory performance on yearly basis).

Sir/Madam,

I / We read the conditions from the tender including general / special conditions and hereby agree to abide by the said conditions. 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. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to Tata Memorial Centre, ACTREC, in case I / We could not execute the awarded work. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work within 1 week from the date of issue of letter of Intent/award.

A sum of Rs. 12,000/-- (Rupees Twelve Thousand Only) is forwarded as Earnest Money Deposit in the form of Demand Draft _____ Dated _____.

The full value of the Earnest Money Deposit shall stand forfeited if – I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work.

Until formal agreement is executed, this acceptance of tender shall constitute as binding contract on us.

Signature of tenderer with stamp:

Name:

Address:

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

TENDER APPLICATION FORM

No. ACTREC/Admin./Tea-coffee/4564/2025

12th June, 2025

Name of the Services/Work	Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis at ACTREC		
Due Date of the submission of the tender			
Demand Draft for EMD Amount, Date and drawn at			
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			
a) Registration No.	b) Authority with whom registered		
Name & Address of the Bankers of the bidders			
PAN No.			
Registration No. for Goods and Services Tax			

No. of manpower employed by the bidder in its office	
Experience of the bidder in dealing with the tendered services (attach copies of work orders)	
Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date	
Any other relevant information wish 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

Date:

INSTRUCTIONS TO THE BIDDER

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

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

Signature
Name of the Bidder
Rubber Stamp
Date

TERMS AND CONDITIONS

1. Sealed limited tender is invited by the Director, ACTREC, Kharghar, Navi Mumbai 410210 for Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis at ACTREC on following locations for the period of one year from 01/09/2025 to 31/08/2026 (Extendable for two years subject to satisfactory performance yearly basis).

SR. NO.	LOCATIONS
1	PS Building, Ground Floor, at patient waiting area
2	RRS Building Ground Floor
3	RRS Building 5 th Floor
4	RRU Building Ground Floor.
5	Shanti Sadan Building Ground Floor.

2. The vendor has to arrange his own manpower for each location to serve the Tea/coffee and sale of other food products at the counter. The bidder can increase the number of manpower based on requirement.
3. If institute wants to add Tea/Coffee vending machine any other building/area in ACTREC, then vendor should provide additional vending machine with manpower on same rates as per requirement.
4. This Tender form is to be duly signed on all pages and enclosed along with the tender.
5. Tenders must be addressed to the CAO, ACTREC Sector-22, Kharghar, Navi Mumbai 410210. Tender should be submitted in sealed envelopes duly super scribed as **“Providing Vending Machine for serving Instant Tea & Coffee Service”** with due Completed tenders should be submitted in Room No. 332, Estate Management Section, 3rd floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai - 410210
6. All the packaged food products should have ISI, FPO, FSSAI or Agmark etc. with batch number, manufacturing and expiry date. *Mineral water, biscuits, Tetra pack fruit juices and other packed food products etc. will be sold not more than MRP as indicated on the item.
7. Bidder must note that any banned items will not be allowed inside the campus.
8. Tenders which are received late will not be considered and will be rejected.
9. The tender shall be valid for 180 days from the date of opening of the tender.
10. Tenderers must submit the Tender Document set in too along with their offers. Dismantled tender set will be treated as invalid tender. Tenderers may score out the portion not applicable to them by using one straight line with ball pen.
11. The Earnest Money Deposit of Rs. 12,000/- (Rupees Twelve thousand only) must be paid by Demand Draft, drawn in favour of Director, ACTREC payable at Kharghar, Navi Mumbai only and shall be enclosed in the sealed envelope. 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).

12. The name of the Proprietor and/or Partners, if any of the Firms should be specified in full with their Residential Addresses, Telephone/Mobile Numbers, e-mail ids. on letter head of the firm.
13. The Tenderers are requested to fill the rates duly type-written or neatly handwritten against each item of the schedule. The vendors can quote any number of brands as desired and the vendor must ensure that all the packaged food/juices/drinking water shall have FSSAI/BIS mark on it. The rates should be legibly written. Erasures and corrections in figures without the Tenderer's initials will render the Tender liable for rejection.
14. All the packaged food products should have ISI-BIS, FPO, FSSAI or Agmark etc. with batch number, manufacturing and expiry date. *Mineral water, biscuits, Tetra pack fruit juices and other packed food products etc. will be sold not more than MRP as indicated on the item.
15. Tenderers must submit duly labeled with company name, Item description, quantity and sealed while submitting the Tenders.
16. PAN No., GST no, experience certificate and other documents as mentioned in the tender must be submitted along with the Tender, Non-submission may liable for rejection of tender.
17. For due performance of obligations under the contract, the successful tenderer shall have to deposit @ 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 with the validity of contract period plus two months 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.
18. In case of acceptance of the Tender, the Tenderer will have to enter into a contract as per the specimen copy of the Contract attached herewith.
19. If the firm is found violating any of the terms and conditions of the contract or the contractor's service is found unsatisfactory, Performance Security Money may be forfeited.
20. In case of acceptance of the Tender the prices quoted or agreed therein must be valid for supplies upto 03 years and under no circumstances will the prices be revised over the rates quoted by them.
21. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before sending the quotation, as no violation of

the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office. Tender acceptance Letter is annexed with tender notice.

22. The Centre may terminate the contract by giving notice of one month. If the contractor wishes to discontinue the contract, he should give 03 months notice in writing.
23. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
24. The contractor has to make his own arrangement for transportation of waste cups/Dustbin or Garbage bag to the designated Garbage Yard in the campus.
25. Incomplete and unsigned quotations are liable to be rejected.
26. Each page of the tender should be signed /stamped by the bidder(s).
27. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
28. **The allotted space is approximate 240 Sqft = 22.30 Sqm. Of all five locations. The contractor has to pay license fees and facility charges of Rs. 30,000/- approx.** (License fees for allotted space is approximate 22.30 Sqm. X Rs. 940/- per Sqm. = 21,000/- and facility charges of Rs. 9,000/-) plus GST as applicable per month to ACTREC.

Sr. No.	Locations	Space/Area
1	PS Building, Ground Floor, at patient waiting area	80 Sqft. 7.43 Sqm.
2	RRS Building Ground Floor	40 Sqft. 3.72 Sqm.
3	RRS Building 5 th Floor	40 Sqft. 3.72 Sqm.
4	RRU Building Ground Floor.	40 Sqft. 3.72 Sqm.
5	Shanti Sadan Building Ground Floor.	40 Sqft. 3.72 Sqm.
Total allotted space approximate		240 Sqft. 22.30 Sqm.

29. The license fee & facility charges can be paid either in cash or Demand draft or NEFT in favour of Director, ACTREC quarterly in advance on or before 10th of due month. In case of delay in payment of license fees & facility charges a penalty of Rs. 100/- per day will be levied by ACTREC. Penalty will be counted from the next day of last and due date of payment.
30. The contractor shall be liable to pay compensation for any loss or damage caused to the property of the ACTREC or its patients by the Contractor or by his workers.
31. The contractor shall bring his own counter tables, chairs, Refrigerator, Ovens or any other equipment's required for set up.

32. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

- a) Child Labour (Prohibition and Regulation) Act-1986
- b) Employees Compensation Act/ ESIC Act-1948
- c) Industrial Employment (Standing orders) Act,1946
- d) Contract Labour Regulation and Abolition Act 1970
- e) Minimum Wages Act-1948/
- f) Payment of wages Act,1936
- g) Employee Provident Fund and Misc Provisions Act-1952
- h) Any other act or legislation which may govern the nature of the contract.

33. Contractor shall 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 other nature in respect of all workers engaged by the Contractor and any other statutory provisions.

34. **The Tenders must be accompanied by the following valid documents wherever necessary, Non-submission of any valid documents will bidder rejection of the tender:**

- a) Name and address of all Partners/Directors /or proprietor of the firm.
- b) PAN card of the proprietor or of the firm.
- c) Goods and Services Tax Registration Certificate
- d) Registration No. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India, GST Registration Certificate. Copy of the FSSAI license/ FDA License.
- e) Latest of Last Three Years IT returns, Profit & Loss Account Statement, Balance Sheet with average annual financial turn over (gross) of Rs. 6,00,000/- (Rupees Six Lakhs Only) (Last three consecutive financial year ending on 31st March, 2024) certified by C.A.
- f) The bidders should have 03 years of experience in the relevant field with reputed organization and bidders must enclose documents/proofs in support of claim.
- g) The bidder should be able to submit the Solvency Certificate of Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand Only) value from the any single schedule bankers.
- h) 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.

35. TENDERERS MUST DISTINCTLY UNDERSTAND

- A. That they will be strictly required to confirm to the conditions of the Contract as contained in each of its clauses and that the plea of "CUSTOM PREVAILING" will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- B. That they will have to supply all or any of the items mentioned in the Schedules whenever indented for as specified at the rates quoted by them without any restrictions about the quantities required during the period specified.
36. The quantities of the Articles specified in the respective financial Schedule, are approximate and the same will be ordered as and when required.
37. The Tenderer while quoting the rates should bear in mind that the Items to be supplied should be of the good quality and the product should have FSSAI license/ FPO or Agmark or BIS and under no circumstances goods of inferior quality will be accepted.
38. The contractor will make his own arrangement for all the equipment's required for services.
39. The Director may at his sole discretion reject all or any of the tender without assigning any reason for the same.
40. The Tenderers must fill in the Tenders strictly in conformity with the instructions given with the Schedule, failing which, their tenders are liable to be rejected.
41. The bidder should be able to submit the Solvency Certificate of Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand Only) value from the any single schedule bankers.
42. Each page of the tender should be signed /stamped by the bidder(s). Incomplete and unsigned quotations are liable to be rejected.
43. It is mandatory for the bidder to provide self-attested copies of documents as given below for qualifying this tender.
44. The bidder must quote the rates in schedule of financial bid, non-quoting of rates in the financial bid may be liable for rejection of the tender.
- 45. The financial offer of lowest rates will be considered.** The bidder must note that the basis of evaluation of tenders of financial bids/offers would be based on the following weightage criteria for consideration of L1: -

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

46. The bidder must note that contract shall be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the corresponding bidding document.
47. All Micro-Small & Medium Enterprises Units (MSME) registered with National Small Industries Corporation (NSIC)/KVIC, coir board or Directorate of industries or any other designated authority as notified by the Central Government or MSE who are having Udyog Aadhar Memorandum will be exempted from paying Earnest Money Deposit (EMD) etc. as applicable under policies or rules of Government of India. Valid certificates/Proofs must be enclosed for claiming exemption.
48. 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.
49. A bidder debarred under above the clause or any successor of the bidder shall not participate in a tendering process of this center for a period not exceeding two years commencing from the date of debarment.
50. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by then Centre, for a period not exceeding two years. If it determines that the bidders has breached the code of integrity.
51. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
52. The resultant contract will be interpreted under Indian Laws.
53. 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.
54. 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.
55. The Director reserves himself/herself the right of accepting a whole Tender or splitting it up into suitable groups or item wise as he thinks proper.
56. All the registration and License should be valid, invalid documents will not be considered and non-submission of any documents will render their tender for rejection.

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

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

Signature and rubber stamp of the bidder

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

ADDRESS: _____

TEL/Mobile: _____

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 5 years.
3. That the firm has deposited up to date all the statutory taxes levied as per the law of land. (Upload scanned copy of clearance / Return certificate).

Signature
Name of authorized person for bidder with seal

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

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

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for Tata Memorial Centre ACTREC (Tata Memorial Centre), 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 carrying out the job 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 one year 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 deed of agreement is made on this _____ day of _____ 2025 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 Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis at ACTREC

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:

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 Serving Instant Tea/Coffee Through Vending Machine & other food products on contract basis at ACTREC to commence the as awarded with effect from the given date and time.

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.

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.

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.

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.

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.

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

Second Party

Witness: 1. _____

Witness: 1.

2. _____

2.

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

FINANCIAL BID
(Rates to be quoted in the form)

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

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

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

Sign and stamp of the bidder