

**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](http://www.actrec.gov.in), e-mail- [anavkarsa@tmc.gov.in](mailto:anavkarsa@tmc.gov.in)  
022-27405000 Ext-5141

**NOTICE INVITING E-TENDER**

Tender for Supply, Installation, Commissioning & functioning of Xerox Machine facility having Xerox, printing & Scanning on monthly rental basis in the campus of ACTREC for the period of two years from 01<sup>st</sup> October, 2020 to 30<sup>th</sup> September, 2022 (Extendable for one year subject to satisfactory performance)



Sr. No.	Particular	Amount
01	Tender processing fees payable to M/s. ITI Ltd. by online mode through Debit/Credit Card/Net banking	As per the guidelines on the website plus Goods and Services Tax
02	EMD by Demand Draft to be drawn in favour of Director ACTREC or TMC ACTREC	35,000/-

**Notes:-**

1. Tender Notification and Documents are available on website:- [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE)
2. Interested agencies /firms may visit this website for registration
3. Contact for assistance /clarification at Help Desk contact of ITI [ITI.Ltd.@9969395522](mailto:ITI.Ltd.@9969395522) email ID [twhelpdesk231@gmail.com](mailto:twhelpdesk231@gmail.com)( Shri Rudresh K. Shabadi)
4. Pre-bid meeting for above work will be held on 17/08/2020 at 15:30 hrs. in Room no. 334 (Meeting Room), 3<sup>rd</sup> Floor, Paymaster Shodhika, ACTREC, Sec-22, Kharghar, Navi Mumbai-410210
5. Date of availability of tender Documents for view and download 11/08/2020
6. Last date & time of closing online submission of tenders 31/08/2020 up to 17:30 hrs.
7. Date and time of online Technical Bid Opening 01/09/2020 at 15.00 hrs.

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

No. ACTREC/Xerox/Tender/3358/2020

11<sup>th</sup> August, 2020

Sealed E-tenders are invited from reputed contractors/Xerox machine service providers for supply, installation, commissioning & functioning of Xerox Machine facility having Xerox, printing & Scanning on monthly rental basis in the campus of **ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**, Sector-22, Kharghar, Navi Mumbai – 410210.

Sr. No.	Name of Work	Approx. cost (Rs.) per annum	EMD (Rs.) Refundable
1	Providing 09 Xerox machine on monthly rental basis in the campus of ACTREC, Sector-22, Kharghar, Navi Mumbai – 410210	14,00,000/-	35,000/-

Tender documents may be downloaded from website: [www.actrec.gov.in](http://www.actrec.gov.in) and EMD of Rs. 35,000/- be paid by Demand Draft drawn in favour of “TMC-ACTREC”.

**Critical date sheet**

Published Date	11 <sup>th</sup> August, 2020
Bid Document Download/Sale Start date	11 <sup>th</sup> August, 2020 from 17:30 hrs.
Pre-bid Meeting	17 <sup>th</sup> August, 2020 at 15:30 hrs.
Bid Online Submission Last Date & Time	31 <sup>st</sup> August, 2020 upto 17.30 hrs.
Last Date & Time of Submission of Hard Copy of Tender Documents.	1 <sup>st</sup> September, 2020 upto 13.00 hrs.
Technical Bid Opening Date	1 <sup>st</sup> September, 2020 upto 15.00 hrs.
Hard copy of Tender Document Submission Place and End Date & Time	Room no. 318 office of Administration 3 <sup>rd</sup> 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.

(S. A. Anavkar)  
Asst. Administrative Officer

**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 E-Tender
2. Tender acceptance undertaking (to be filled by Tenderer)
3. Instructions to the Tenderer
4. Technical Bid : Tender Application Form
5. General & Special Terms and Conditions
6. Part – I : Technical Bid (to be filled and signed by the Tenderer in excel sheet)
7. Part – II: Financial Bid in excel sheet: Rates in Schedule of quantities to be filled in by Tenderer and kept in sealed cover.
8. All pages with seal and signature (to be filled in by Tenderer)
9. Indemnity bond/ Agreement to be executed by the tenderer

## TENDER ACCEPTANCE UNDERTAKING

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

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

Tender Ref No.: ACTREC/Xerox/Tender/3358/2020

11<sup>th</sup> August, 2020

### **Nature of Services /work:**

Tender for providing the services of 09 nos. of Xerox Machines for the work of Xeroxing – printing cum scanning services for the period of two years from 01<sup>st</sup> October, 2020 to 30<sup>th</sup> September, 2022 (Extendable for one year subject to satisfactory services and rates mutually agreed).

Dear Sir/Madam,

I / We read the terms & conditions from the tender documents hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 90 (ninety days) 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 as per the rates quoted in the attached schedule for the entire period of contract and are also bound to undertake work within a week time from the date of issue of letter of award.

A sum of Rs.35,000/- (Rupees Thirty Five Thousand Only) is forwarded herewith as Earnest Money Deposit in the form of Demand Draft.

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.

Yours Faithfully

Signature and Rubber stamp of the bidder

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

**TENDER APPLICATION FORM**

Tender No.: ACTREC/Xerox/Tender/3358/2020

11<sup>th</sup> August, 2020

Name of the Services/Work	Providing Xerox machines for the work of Xeroxing, printing cum scanning services.
Due Date of the submission of the tender	04/08/2020 by 17.30 hrs.
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:

**INFORMATION AND INSTRUCTIONS TO BIDDERS FOR e-TENDERING**  
**PART A: GUIDELINES FOR e-TENDERING:-**

1. The intending bidders must read the terms and conditions of the tender documents. He should only submit bids if he considers himself eligible and he is in possession of all documents required.
2. The information and instruction for bidders along with Technical bid, Financial bids etc. posted on website shall form part of the bid document.
3. The documents as uploaded can be viewed and downloaded free of cost by any one including the intending bidder. However for participating tendering process the intending bidder must download the documents after confirmation of tender processing fees from e-tendering portal only, within time and date of down loading, otherwise it will not be possible for them to upload the documents on the e-tendering portal.

**Notes:**

- i) Downloading the tender documents without confirmation of payment details towards tender processing fees on web site: **www.tenderwizard.com/DAE** shall not be valid.
  - ii) The excel sheets accompanied with technical bid and financial bid shall be filled up uploaded within due date of submission.
  - iii) The PDF document available in website are part of tender document and can't be uploaded on the e-tendering portal in its present form. However the bidders may download the specific forms / data sheets etc. filled up, scanned and upload the same as required.
  - iv) The tender shall be submitted on the website [www.tenderwizard.com](http://www.tenderwizard.com) in electronic form only and hard copy needs to be submitted manually to ACTREC. The tender documents submitted manually and E tender process.
  - v) The agency must ensure downloading of excel sheets in which the columns meant for filling up data / rates appears in yellow colour and the movement the data / rates are entered , it turns sky blue. The agencies have to fill and upload the filled up form on the website [www.tenderwizard.com](http://www.tenderwizard.com).
4. It is mandatory for all the applicants to have **digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering.
  5. In order to participate in online e-tendering process, it is mandatory for the applicants to have user **ID & password** to get access to the website **www.tenderwizard.com/DAE**. The applicants have to get registered their firm / company with the service provider, **M/s ITI Limited for user ID & password**. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in website. Validity of online registration is for one year from date of its issuance and be subsequently renewed. For assistance/clarifications, please contact on mobile 09969395522, e-mail : [twhelpdesk231@gmail.com](mailto:twhelpdesk231@gmail.com) / [daehelpdesk@tenderwizard.co.in](mailto:daehelpdesk@tenderwizard.co.in)
  6. The applicants, who have already obtained such valid user ID and password from M/s. ITI Limited, for any other project of TMC / DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
  7. The services for e-tendering in TMC / DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, B-1/5A, 2ndFloor, Main Nazafgarh Road, Near Janakpuri Metro

Station (East) Janakpuri, New Delhi-110058, Fax No: 91-11-25618721 Ph No : 011-49424365, or Mumbai helpdesk Rudresh KS C/o Shri Rakesh Ranjan, Room No 7, 3rd floor, V.S.Bhavan, Anushakti Nagar, Mumbai 400094, 022-25487363, 09969395522, 09969313460, 09969313423, e-mail : daehelpdesk@etenderwizard.co.in

8. The excel sheets comprising of technical bid and financial bid and other documents shall be uploaded online in the prescribed format (Excel for Technical & Financial Bids, JPG or PDF for credentials) before the date and time as mentioned in e-tender portal. No other mode of submission is acceptable.
9. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
10. After submission of the bid / document the bidder can re-submit revised bid / document any number of times but before last date and time of submission of bid/document as notified.
11. If the agency found ineligible, after opening of technical bid his tender shall become invalid and processing fees shall not be refunded.
12. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
13. Submission of the tender documents after the due date and time (including extended period) shall not be permitted. Time being displayed on e-tendering portal of TMC shall be final and binding on bidders.
14. In case of any problem with the submission of the tender, the tenderers may take the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.
15. The tenderers are advised to submit the hard copies towards processing fees (if not paid online), EMD and other documents etc. well in advance to the Tender Inviting Authority, so that it should reach on or before the due date and time. Delay in receipt of hard copies due to security restriction, postal delay or delay due to any other reasons etc. shall not be accepted and tender shall be rejected forthwith.



### **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. 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.
2. The vendor 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 take into account 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 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.
9. 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 of the Tender**

- 1 Nature of work:- Supply, Installation, Commissioning & functioning of Xerox Machine facility having Xerox, printing & Scanning on monthly rental basis in the following offices at ACTREC Campus.
  - a. In the Office of the Director, ACTREC : 3<sup>rd</sup> floor, PS Building
  - b. Administration : 3<sup>rd</sup> floor, PS Building
  - c. Accounts Section : 3<sup>rd</sup> floor, PS Building
  - d. Purchase Section : 3<sup>rd</sup> floor, PS Building
  - e. Stores Section : Ground Floor, KS Building
  - f. CCE (Two Machines) : 1<sup>st</sup> & 2<sup>nd</sup> Floor CCE Building
  - g. CCE (Color printer, Two Machines) : 1<sup>st</sup> & 2<sup>nd</sup> Floor CCE Building

At present the requirement of A-3 Size Xerox Machine is one in each of the above office i.e. total 09 numbers of Xerox Machine-Cum-Printer-Scanner. The number of this can be increased or decreased as per the requirement of institute on monthly rental basis.

- 2 Period of Contract:- The contract will be initially for two years for the period from 01<sup>st</sup> October, 2020 to 30<sup>th</sup> September, 2022. On satisfactory performance & execution of the contract it can be renewed upto one year. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month or by either party.
- 3 The rates if accepted for this will be fixed for first two years. The rates can be revised upto 10 % after completion of two years for extended period, if mutually agreed there to.
- 4 The bidder will quote monthly rental for the first 30,000 Black & White copies & rate per page for extra copies beyond 30,000 copies. (In Annexure – I (A)) and also quote monthly rental for the first 15,000 Black & White and 10,000 Colour copies separately & rate per page for extra copies beyond 15,000 Black & white and 10,000 Colour copies separately (In Annexure – I (B))
- 5 The functionality of each of the machines will be the responsibility of the contractor for 100% uptime and the down time for working days will be on proportionate basis of working days in a month. The non-functioning of machine can attract a penalty of Rs. 100/- per day.
- 6 Break down calls to be attended within 2-3 hrs.
- 7 Payment against Bill / Invoice shall be release only after supply / installation and observance of satisfactory performance of the Photo copiers.
- 8 The contractor will submit the bills for payment of only the printing work along-with certification received from the sections in the prescribed format on monthly basis.
- 9 No advance payment will be made in any case and TDS will be deducted as per rules.
- 10 Therefore, contractor will have to advise to undertake the servicing/overhauling etc. of the machines during non-working days/non-working hours.
- 11 The institute will not be responsible for supply or bear the cost of maintenance/spare parts, including cartridges which will be exclusively borne and arranged by the contractor

at his cost and responsibility thereof to ensure each and every machine remains functional during all working days for carrying out printing /Xeroxing and scanning work.

- 12 Contractor should replace printing and scanning machine if inferior and non-serviceable condition.
- 13 The institute will be responsible for the operation of the machine by the trained operator at its liability for providing the services of manpower to operate upon the machine.
- 14 EMD of Rs.35,000/- (Thirty Five Thousand Only) must be paid by Demand Draft in favour of **Director ACTREC or TMC ACTREC** payable at Navi Mumbai. The Earnest money of the firms whose quotation is not accepted shall be released after the award of the contract to the successful bidder.
- 15 The tender shall be valid for 90 days from the date of opening of the tender.
- 16 The successful bidder shall enter into the contract/agreement consisting of terms and conditions laid down herein with the center on a non-judicial stamp paper of appropriate value after the award of contract.
- 17 Tender received without Earnest Money Deposit (EMD) will be summarily rejected.
- 18 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.
- 19 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.
- 20 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.
- 21 Bidders are advised to visit the ACTREC campus to see work and location before submitting the tender.
- 22 Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
- 23 Incomplete and unsigned quotations are liable to be rejected.
- 24 Each page of the tender should be signed /stamped by the bidder(s).
- 25 The bidder to provide self-attested copies of documents as given below for qualifying this tender.**
  - a) Address Proof (Aadhaar Card / Electricity bill / Telephone bill or any other documents etc.)
  - b) Income Tax PAN no.
  - c) GST (Goods and services Tax) registration no. (If applicable)
  - d) Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India are entitled for exemption from payment of earnest money and security deposit for performance upto monetary limits specified in the NSIC certificate subject to Registration certificate being valid as on date of

quotation & GST Registration Certificate. Bidder must enclose copy and proof thereof.

- e) Bidder should have at least 3 years satisfactory experience of providing photocopy services in reputed research centers /institutes/PSUs/Central/state government departments/organizations (Please enclose proof).
- 26 For due performance of obligations under the contract, the successful tenderer shall have to deposit of security deposit of 10% (Rs. 1,40,000/- Rupees One Lakhs Forty Thousand Only) of total contract value by Demand Draft or by way of Bank Guarantee in favour of Director, ACTREC with the absolute right. 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.
- 27 All the Xerox Machine shall be off heavy duty for Scanning, Xeroxing and printing with this facility for A3, A4, Legal and Full scap
- 28 That the institute will be responsible for arranging for papers to be used for printing/Xeroxing including scanning etc. at its own and contractor will not be responsible for disclosing of operational techniques along with the specifications of papers if any to the ACTREC through its user Section-In-Charge.
- 29 Offers of financial bids will be evaluated based on lowest offer rates.
- 30 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 will be exempted from paying Tender Fee, Earnest Money Deposit (EMD) etc. as applicable under policies or rules of Government of India. Proofs must be enclosed.
- 31 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.
- 32 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.
- 33 A bidder debarred under clause no. 32 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.
- 34 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.
- 35 If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.

- 36 The resultant contract will be interpreted under Indian Laws.
- 37 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.
- 38 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

## FINANCIAL BID

### Annexure-I

#### Quote Rates

S.no.	Particulars	Rates (Monthly) rental
<b>(A)</b>	<b>For PS and KS Building</b>	
1)	Upto 30,000 Black & White copies ( for 05 Xerox cum printer –scanner)	
	Rates per page for extra copies more than 30,000 nos.	
	Goods & Services Tax	
<b>(B)</b>	<b>For CCE Building</b>	
1)	Upto 15,000 Black & White copies ( for 02 Xerox cum printer –scanner)	
	Rates per page for extra copies more than 15,000 nos.	
	Goods & Services Tax	
2)	Upto 10,000 Colour copies ( for 02 Xerox cum printer –scanner)	
	Rates per page for extra colour copies more than 10,000 nos.	
	Goods & Services Tax	
	<b>Total</b>	

Name                      and                      Address                      of                      the                      tenderer

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

I /we have gone through the terms and conditions given in the tender document and agree with the same. I /We understand that in the event of non-compliance of the terms and conditions of the tender my/our tender can be rejected.

Signature and rubber stamp of bidder

## FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE

(To be furnished in Stamp paper as per Stamp Act)

(At present 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, 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 been awarded contract to the Contractor for providing the services of Xerox Machines for the work of Xeroxing – printing cum scanning services at Advanced Centre for Treatment Research & Education In Cancer (ACTREC) (Tata Memorial Centre), Sector-22, Kharghar, Navi Mumbai-410210, on terms and conditions set out inter alia in the Purchaser's contract/Award 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 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 five years after the end of the date of the contract period or 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 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 providing the services of 09 nos. of  
Xerox Machines for the work of Xeroxing – printing cum scanning services on monthly rental  
basis-reg. at ACTREC, Kharghar, Navi Mumbai 410310.

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/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 providing the services of 09 nos. of Xerox Machines for the work of Xeroxing – printing cum scanning services 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. **Incase Government/Local body/Municipal Corporation notifies any new tax during the currency/period of contract the same shall be implemented & liability of payment of such 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 providing the services of Xerox Machines for the work of Xeroxing – printing cum scanning services 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.

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. \_\_\_\_\_