

**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, Web Site: [www.actrec.gov.in](http://www.actrec.gov.in),  
E-mail- [panvinde@actrec.gov.in](mailto:panvinde@actrec.gov.in) / [estatemangement@actrec.gov.in](mailto:estatemangement@actrec.gov.in) Phone No. 022-27405072/5551

**NOTICE INVITING TENDER**

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICE CONTRACT  
FOR COMPUTERS, PRINTERS, PERIPHERALS (DOT MATRIX, LASER JET,  
DESKJET, OFFICE JET & COLOUR LASER JET)  
FOR THE PERIOD OF TWO YEARS FROM 01/11/2024 TO 31/10/2026  
(EXTENDABLE TO ONE MORE YEAR SUBJECT TO THE SATISFACTORY PERFORMANCE)**



Sr. No.	Particular	Amount
01	EMD by Demand Draft to be Drawn in Favor of <b>Director ACTREC</b> payable at Navi Mumbai only. The EMD amount should be paid by all the vendors in the form of Account Payee Demand Draft / FDR in favor of Director ACTREC. All Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid.	<b>Rs. 90,000/-</b>  (Rupees Ninety Thousand Only)

**Notes: -**

1. Tender Notification and Documents are available on CPP Portal: - <https://eprocure.gov.in/eprocure/app>
2. Interested agencies /firms may visit the above mentioned website for the registration.

**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

Ref. No. TMC / ACTREC / IT / ADMN /7159/2024

28<sup>th</sup> August, 2024

**SUB:- TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICE CONTRACT FOR COMPUTERS, PRINTERS, PERIPHERALS (DOT MATRIX, LASER JET, DESKJET, OFFICE JET & COLOUR LASER JET) FOR THE PERIOD OF TWO YEARS FROM 01/11/2024 TO 31/10/2026 (EXTENDABLE TO ONE MORE YEAR SUBJECT TO THE SATISFACTORY PERFORMANCE)**

Sr. No	Name of work	Approx. cost (Rs.) for Two years	EMD (Rs.)
1.	TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICE CONTRACT FOR COMPUTERS, PRINTERS, PERIPHERALS (DOT MATRIX, LASER JET, DESKJET, OFFICE JET & COLOUR LASER JET)	<b>Rs. 45,00,000/-</b>  (Rupees Forty-Five Lakhs Only) (Inclusive of GST as Applicable)	<b>Rs. 90,000/-</b>  (Rupees Ninety Thousand Only)

**CRITICAL DATE SHEET**

Published/Start Date	28 <sup>th</sup> August, 2024 at 04.00 pm.
Pre-bid Meeting	04 <sup>th</sup> September, 2024 at 11.00 am.
Bid Submission End Date & Time	18 <sup>th</sup> September, 2024 up to 03.00 pm.
Bid Opening Date & Time	19 <sup>th</sup> September, 2024 at 03.00 pm.
Pre-bid meeting Venue	Room No. 332, 3 <sup>rd</sup> floor, PS. Building, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai – 410 210.
Hard Copy Submission Last Date & Time along with place of submission.	18 <sup>th</sup> September, 2024 up to 03.00 pm. 1st Floor, General Dispatch Section, Paymaster Shodhika, ACTREC, Kharghar – 410 210

1. Tender documents may be obtained downloaded from **website:** <https://eprocure.gov.in/eprocure/app> and EMD of Rs.90,000/ (Rupees Ninety Thousand) be paid by Demand Draft/ FDR drawn in favour of “Director ACTREC” attaching with the technical bid.
2. The right of rejection of any or all the tenders without assigning any reason thereof has been reserved by the Centre. The right of acceptance of tender in full or part also reserves with the Centre.

(Mr. P. Kanvinde)  
**OIC – IT, ACTREC**

**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

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING**  
**GUIDELINES FOR E-TENDERING :-Instructions for Online Bid Submission on CPP Portal**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**1. REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

**2. SEARCHING FOR TENDER DOCUMENTS**

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e- mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**3. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **4. SUBMISSION OF BIDS**

- 1) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
- 2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 6) 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.
- 7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the SKY BLUE colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 8) Financial bid to be submitted ONLINE ONLY and hard copy are NOT to be submitted.
- 9) Tenderers are advised to upload their documents well in advance, to avoid last minutes' rush on the server or complications in uploading. ACTREC/TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

- 10) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 11) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 12) **Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date & time of submission and must be signed with stamp/seal on all, It may please be noted that both hard copy and soft copy of technical bid are required i.e. uploaded version in CPPP website and Hard copy submission before due date and time. If agency unable to do so will be disqualified. pages with numbering and spiral binding to each all documents.**
- 13) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 14) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 15) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 16) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 17) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/amendment.

## **5. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Tender Acceptance Undertaking  
(To be submitted on letterhead of tender)**

To,

**The Director,**

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

Ref No.: TMC/ACTREC /IT/ ADMN /7159/ 2024

28<sup>th</sup> August, 2024

**NAME OF WORK: TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE SERVICE CONTRACT FOR COMPUTERS, PRINTERS, PERIPHERALS (DOT MATRIX, LASER JET, DESKJET, OFFICE JET & COLOUR LASER JET) FOR THE TWO YEARS 01/11/2024 TO 31/10/2026 (EXTENDABLE FOR ONE-YEAR SUBJECT TO THE SATISFACTORY PERFORMANCE)**

Sir,

I / We have 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 award.

A sum of Rs. \_\_\_\_\_ - is forwarded as Earnest Money Deposit in the form of Demand Draft through Receipt No. \_\_\_\_\_ dated \_\_\_\_\_. The full value of the Earnest Money Deposit shall stand forfeited if –

- i) I / We do not execute the contract in a stipulated time.
- ii) I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work.

Till formal agreement is prepared and executed, acceptance of this tender shall constitute as binding contract between us subjected to modifications, as may be mutually agreed between us.

**Signature of tenderer with stamp**

**Name**

**Address**

## **PART I – TECHNICAL BID**

The Director, Tata Memorial Centre – ACTREC, Kharghar, Navi Mumbai 410210 invites offers for Comprehensive Annual Maintenance Service Contract for Computers, Printers, Peripherals (Dot Matrix, Laser Jet, Deskjet, Office jet & Colour Laser jet) for the period of Two years, who will fulfill the criteria/qualifications and terms and conditions for the period from 01/11/2024 to 31/10/2026 (extendable to one more year subject to the satisfactory performance of the contract. However, it is solely the discretion of the center to grant an extension. The rate can be reviewed after two years if mutually agreed.)

1. Tender will be submitted in two parts simultaneously on CPP Portal. Part I should contain the technical bid the PREQUALIFICATION REQUIREMENTS as per Schedule-A and Part II should contain the commercial Bid SCHEDULE RATE as per Schedule-B. Both the parts should be submitted on CPP Portal on or before due date and time.

Hard copy of Technical Bid is to be submitted and endorsed at security main gate before last date & time of submission and must be signed with stamp/seal on all It may please be noted that both hard copy and soft copy of technical bid are required i.e. uploaded version in CPP website and Hard copy submission before due date and time. If agency unable to do so will be disqualified. pages with numbering and spiral binding to each all documents.

Part I (Technical Bid) opening date is mentioned in Critical Data Sheet and Part II (Commercial Bid) Date & Time of opening will be intimated on CPP Portal. Commercial bids of only technically qualified bidders after evaluation of Part I (Technical Bid) will be opened.

**Only technically shortlisted and commercially lowest offers will be considered.**

2. An **Earnest Money Deposit (EMD)** of Rs. 90,000/- (Rupees Ninety Thousand Only) is to be submitted in the form of **Demand Draft/ FDR in favour of “Director, ACTREC” payable at Kharghar, Navi Mumbai – 410210** to be submitted in a sealed envelope. OR Demand draft to be deposited at Cash Counter, Gr. Floor, Paymaster Shodhika building, ACTREC and receipt to be enclosed in a sealed envelope. Copy of EMD Receipt shall be uploaded in the Part I, Technical Bid of the tender documents on CPP Portal and hard copy of the same should be submitted before the date and time. (Refer NOTE below for details)

Note:- If EMD is not submitted before due date and time the tender/bid shall be disqualified.

3. The bids received without EMD shall not be considered
4. In case of incomplete documentation, **TMC-ACTREC reserves the right not to accept the offer.**
5. **Forfeiture of the E.M.D.**  
If for any reason, whatsoever, any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent/Appointment Letter, refuses to execute the services of clearance or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by TMC-ACTREC.

**6. Refund of E.M.D.**

The photo copy of E.M.D. receipt along with written request letter needs to be submitted in the Estate Management Dept. (PS -332) for Refund of E.M.D.

- a) EMD of the successful tenderer shall be refunded after submission of the security deposit as called for the contract is furnished.
- b) EMD furnished by all unsuccessful tenderers will be returned as early as possible after the expiry date of validity of their offer but not later than 30 days of award of the contract.

**7. GENERAL TERMS AND CONDITIONS:**

**I. Qualification Criteria:**

**Any bidder fulfilling the following condition can bid for it. However, the fulfillment will be verified during technical evaluation. If any bidder found not fulfilling condition mentioned below, will be rejected during technical evaluation.**

- A. The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP. Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc. should be included in the technical bid.
- B. The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI/ PSU in India. Undertaking to be provided.
- C. The bidder should not be involved in any litigation which threatens solvency of company. Certificate is to be provided by the chartered accountant /statutory auditor.
- D. Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST office in Mumbai/Navi Mumbai/Thane and other applicable taxes registration certificates/PAN etc. GST Certificate and Pan Card/Aadhar Card Copy to be submitted
- E. Bidder should have at least 5 years of experience in providing CAMC services for computers, printers & peripherals. Bidder should also execute satisfactory CMC services for at least three locations where the bidder has handled more than 750 I.T equipment (Computer, printers etc.) "For fulfilling the experience criteria, the following documents shall be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy for the services that had been executed.
  - b. Execution certificate by client with order value.

(Kindly note that any of the above documents submitted must be sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information)"



- F. Bidder should have a fully functional service / support center in Mumbai/Navi Mumbai/Thane with qualified Technical Support Staff to provide quality support. Following documents shall be considered as valid proof for the location of the service center.
- a. Copy of the agreement, ownership, rent agreement or No Objection Certificate of the registered address of company's office from the owner, tenant or lessor, Telephone/Internet Bill having the same address.
  - b. Photograph of the registered office
  - c. Self-attested ID Card of the person available at the time of verification
  - d. Physical verification of the site shall be carried out by technical committee of the Institute by visiting the service center. The committee will also verify/ensure the availability of the sufficient resources, standard of operation, Logistics etc. For any substandard noticed in the aforementioned parameters during the site visit shall be considered for the rejection of the offer.
- G. Engineers should be permanent employees of vendor and not from any franchisee of the vendor. List of engineers to be included in the technical bid with an escalation matrix.
- H. Copy of PAN Card
- I. Copy of GST (Goods and services Tax) Registration Number.
- J. Address Proof (Voter –I card/ Aadhar card/ Electricity bill/ Telephone bill or any other documents etc.)
- K. EPFO Registration Certificate.
- L. ESIC Registration Certificate.
- M. Contract Labour License - Vendor has to submit current labour license along with the undertaking for submission of contract labour license of 15 labours after awarding of the contract.
- N. Copy of Last Three Years IT return, Profit & Loss and Balance Sheet with average annual financial turn over (gross) of Rs. 22,50,000/- (Rupees Twenty-Two Lakhs Fifty Thousand Only) (Last three consecutive financial year ending on 31st March, 2024) certified by C.A.

Tender shall be quote as per our requirements & schedule of quantities in the enclosed schedule.

**II. Period of Contract: Two (02) Years.**

Comprehensive Annual Maintenance Service Contract for Computers, Printers, Peripherals (Dot Matrix, Scanner, Laser Jet, Deskjet, Office jet & Colour Laser jet) required for the contract period from 01/11/2024 to 31/10/2026.

The contract with successful bidder shall commence w.e.f. 01/11/2024 and shall remain in force for a period of 2 years i.e. till 31/10/2026

III. **Anticipated Quantities:** The quantities mentioned against each item in Schedule B are the current stock of Computers, Printers, Peripherals available with us for which Comprehensive Annual Maintenance Service is required. Detailed List is enclosed. The list will be reviewed later at the onset of CMC and if needed appended with additional items which are not covered.

#### **8. SCOPE OF WORK, TERMS & CONDITIONS OF THE CONTRACT**

- A. Facility Management for hardware viz. desktop computer & printers should be comprehensive with resident support.
- B. No. of resident Engineers for Desktop Computers & printers for each 75 computers One Engineer & for each 75 Printers One Engineer. Subsequently for any additional PCs and Printers in CMC contract, same proportion of the Engineers should be maintained. As per the current inventory attached in Schedule –B, for Desktop PC engineer – 08 Nos. & Printer engineer - 03 Nos. are to be considered on the site.
- C. Only authorized service Mechanics/Engineers of your company will be allowed to enter in the Premises with valid identity badges to provide CMC services.
- D. Quality of resident Engineers — about 1 year hands on work experience in installing/troubleshooting maintaining more than 500 nos. of PC's & printers in Medium/Large network environment and should be conversant with Desktop OS (Windows XP / 7/ 8/10). A dedicated expertise required for Deskjet / LaserJet / Dotmatrix Printers, which will be verified and certified by Head, IT / IT, Dept.
- E. The vendor shall depute any graduate with one-year computer hardware certification or Diploma in Electronics / computers / IT from recognized university; selected residential Engineers will be interviewed by Head, IT before placement on the site. The Engineer should be equipped with spares parts like CD-ROM Drive, Mouse, Hard Disk, CMOS battery etc. Also drivers and Software patches etc., as applicable should be available with the resident Engineer to ensure that troubleshooting is not delayed for want of such utilities. This will be ensured by Head, IT / IT. Dept.
- F. Resident support should be 24 x7x 365days (including Holidays). All Engineers will be divided into three shifts in right proportion as per the work load in consultation with I.T department.
- G. Additional HelpDesk / Call coordinator for user calls is required on site between 08.30 a.m. to 05.30 p.m. All hard disk, motherboard, processor SMPS, RAM, Monitors / TFT screens, keyboards, mouse, CD/DVD drivers etc. are covered in maintenance. For printers, Fuser assembly (Teflon, pressure roller and heating element etc.) maintenance kits, logic board / power supply board, power adaptor, printer head, scanner assembly, pick up rollers, separation pads, image transfer rollers etc. are covered under maintenance.
- H. The Engineer deployed by the vendor shall mark his attendance in the biometric system under intimation of IT, Dept. and in case the Engineer avails leave or remains absent, the vendor will arrange for a suitable substitute failing which an amount of Rs.500/- per Engineer per day will be deducted by ACTREC as penalty from the bills submitted by the vendor.

- I. If the service provider fails to provide the service as per the terms listed in the scope of work / contract, penalty of Rs.500/- per day per PC / Printer will be charged on case to case basis.
- J. Engineers to attend the call within stipulated time (15 Minutes) of call. In case of critical areas as defined by ACTREC, the issue is to be resolved within 30 Minutes of call and in case of non-critical areas within 2 hrs. of call. Failing this, replacement of equal configuration device is to be provided. The faulty device should then be completely made functional within 10 days' time and get restored on the end user desk with the necessary backup procedures, failing which, a penalty of Rs. 500/- per day will be charged for the delay till the time of restoration.
- K. All areas having patient / patient relative interface are considered critical. In case of non — resolution of complaint within 30 minutes; a substitute hardware of equal or higher configuration must be provided.
- L. Non-compliance of the contract conditions mentioned in earlier points H, I & J as above and mentioned penalty accordingly to be levied will be calculated and recommended by I.T department.
- M. A Comprehensive inventory of replacement parts and/or the complete unit in sufficient numbers i.e. 10 PCs & 10 Printers should be maintained in the institute to resolve the problem in the shortest time.
- N. The scope of the contract includes troubleshooting/replacement/repair/rectification of a faulty part or whole of the product of equal configuration in case non availability of the faulty part or loss of any part in the product on account of negligence attributable of the vendor.
- O. The vendor should reinstate or replace the malfunctioning nonfunctioning part or whole of the product with new and genuine working part or whole of the product of a matching configuration of the same brand. In case of non-availability of a part from the same brand, the available part with higher level specification or whole of the product of the same brand should be considered.
- P. Computer support should also include formatting, installation of OS & other application software printer, drivers & s/w etc. as and when required.
- Q. Call logging & daily / weekly / monthly reporting is mandatory.
- R. Payment: Quarterly (after completion of three months' period) on rendering satisfactory services certified by I.T. Dept.
- S. At the end of each quarter, the tenderer shall submit a bill for quarterly CMC charges along with Preventive Maintenance Reports to be obtained by the tenderer from the concerned users to the effect that the equipment under CMC have performed satisfactorily during the quarter for which CMC charges are claimed and the attendance sheet of the resident engineers. The payment shall be released only after submission of satisfactory performance certificates from the concerned users/Computer Cell during the relevant quarter by the tenderer.
- T. Penalty, if any, shall be deducted from any of the payment due to the tenderer.

- U. Under no circumstances, ACTREC is responsible and should be held liable to pay and release the salaries of Resident Engineers deployed by the tenderer. It shall be the duty of the tenderer to release and make payments of the monthly salary, reimbursements, etc. to the Resident Engineers on or before 10th day of the following month. In case of any failure on the part of the Resident Engineers to discharge their duties and functions as per the contract on the ground that the tenderer failed to release and pay their monthly salary, such default shall be brought to the attention of the Competent Authority for appropriate orders and directions.
- V. For printer / Computer / Monitor, if the problem could not be resolved on the site and unit need to be shifted for repair center (transport charges for shifting of faulty units to the repair center will be borne by service provider/CMC vendor), an alternate equipment of the same type should be made available to the user in the shortest time, till the period the original equipment with satisfactory performance is restored on the user desktop.
- W. The successful bidder shall be responsible for the proper performance of their employees who would be deployed by them for execution of work. The successful bidder will be responsible for any loss suffered by the Centre consequent upon the performance of their employees in the discharge of their duties related to their work.
- X. Equipment & materials required for execution of work & stored in TMC premises shall entirely be at the risk & consequence of the successful bidder.
- Y. The equipment which are going out of warranty during the tenure of the contract will be entered into CMC on pro-rata basis. The list of equipment will be provided by I.T. Dept. from time to time. Also there are certain equipment which are going to be scrapped during the tenure of contract will be removed from CMC as and when required as intimated by IT, Dept.
- Z. Successful bidder would be bound to extend the services with the tender rates, terms & conditions even after completion of tenure, till the next tender is finalized
- 9. **Bank Guarantee:** The successful bidder will have to deposit an amount equivalent to **5% of the contract value** based on the quantity mentioned in the schedule as a Security Deposit which will not bear any interest. The Security Deposit is to be paid in demand draft or in the form of bank guarantee from a Commercial Bank, within 15 days from the date of intimation of acceptance of the contract for a period upto 31/01/2027. The Bank Guarantee shall be released only after one month from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory of work. TMC-ACTREC reserves the right to recover any statutory dues or other dues such as EMD, Bank Guarantee of the Successful bidder.
- 10. **The Bidder shall submit a** Disclosure of existing customers to whom supply of services made available in India.
- 11. The Bidder shall submit an Undertaking to execute the agreement if awarded.
- 12. The Director, Tata Memorial Centre-ACTREC reserves the right to reject, cancel without assigning any reason thereof and only 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 the earnest Money Deposit without any payment of interest.

- 13. Termination for Unsatisfactory Service.** Tata Memorial Centre-ACTREC retains the right and the duty to assure quality and satisfactory service by the service provider/contractor appointed for the CMC through this tender. If ACTREC determines, either through investigation or complaint by the department that the service is consistently unsatisfactory and not up to the mark, ACTREC may issue a Notice of Termination for Unsatisfactory Service. Said notice shall specify the manner in which contractor's service has been unsatisfactory and why/how it does not compare favorably as per the scope of work/tender terms etc. Within thirty (30) days of receipt of said notice contractor shall remedy the conditions and provide written notice to the ACTREC of remedies completed by him. In the event, contractor fails to correct the failure conditions as per ACTREC satisfaction within the specified period of the notice, ACTREC has full right to terminate the agreement immediately without any additional Notice. Further ACTREC has full right to award the contract to any other agency at the cost, risk and responsibilities of the agency. Excess expenses incurred because of this shall be recovered by ACTREC either from the performance bank guarantee and/or from the pending dues and /or raising a separate claim. In the event of termination of contract, for whatsoever reason, agency or its employed staff shall not be entitled for any sum or sums whatsoever from ACTREC by way of compensation or damages.
- 14.** In case of the tenderer backing out in midstream without any explicit consent of the ACTREC the expenses / costs incurred by ACTREC for maintenance of machines for the balance period of this contract by alternative arrangements shall be liable to be recovered from the tenderer. The above act of backing out would automatically debar the tenderer from any further dealing with ACTREC and the security deposit amount would also be forfeited.
- 15.** The successful bidder shall not claim any increase in rates due to rise in cost of raw materials, operational cost etc., and all-inclusive charges accepted shall be firm throughout the period of the contract.
- 16.** Income Tax & Surcharge as applicable thereon, will be deducted from the total value of work done as per directives of Ministry of Finance. A certificate for such deduction will be issued to you by Accounts Dept. on request in writing.
- 17.** The successful bidder shall abide by the general directives, and conditions of the Contract and contract Health Regulations or any other directives issued by the Management/State/Central Government any other statutory body at any time during the execution of contract. All the liabilities arising out of the any provision of labor acts in force and enacted from time to time shall be successful bidder's responsibility.
- 18.** The successful bidder shall be required to obtain a license from the Commissioner of Labour under the Successful bidder Labour (Regulation & Abolition) Act 1970 and the Maharashtra Contract Labour 1917 immediately and to observe and abide strictly by the rules and regulations frame there under, in case the said Act is applicable.
- 19.** Successful bidder shall have to comply with all local State/Central and other Government rules, regulations bye-laws etc. and shall be responsible for payment for all fees, duties taxes etc. and such other dues or charges which may be liable under this contract.
- 20.** The Director, ACTREC reserves the right to accept or reject the tender in full or in part without assigning any reason thereof.

## **PART II -- COMMERCIAL BID**

**Bidder shall fill the rates for providing Comprehensive Annual Maintenance Service Contract for Computers, Printers, Peripherals (Dot Matrix, Laser Jet, Deskjet, Office jet & Colour Laser jet) to Tata Memorial Centre-ACTREC, in the financial proposal format given in Schedule B in Sl. No-1,2,3,4,5 & 6 and has to fill the total figure as reflected in last Row in Schedule B in the financial quote field on CPP portal. Bidder MUST upload the filled format as detailed in the following table as a supporting XLS. file along with the financial bid on CPP Portal. Non submission of supporting XLS. in exact same format as below shall result in rejection of the financial bid of the bidder and Tata Memorial Centre-ACTREC reserves the right to treat the next successful bidder as L1 for award of contract through CPP or outside CPP**

**List of Computers and Printers available in ACTREC for which Comprehensive Annual Maintenance Service is required**

**SCHEDULE – A**

**PREQUALIFICATION REQUIREMENTS:**

Following documents are mandatory in Technical Bid with Index.

<b>NAME OF THE SUCCESSFUL BIDDER</b>	<b>M/s.</b>
<b>DESCRIPTION</b>	<b>Documents attached :YES / NO</b>
NIT, General Terms & Condition, Scope of work of tender should be duly sign and stamp by the agency on every page.	
Turnover for last three years and turnover from CAMC contract services should be shown separately.	
Annual Income Tax return filed with Income Tax Dept. for last 3 years.	
List of Engineer / Technical Staff with qualification.	
The Agency should have full-fledged office / service center in Mumbai and address of the service center should be certified on the agency letter head.	
Copies of the similar works carried out during last 5 years (i.e. work orders with SOQ). The performance certificate of previous work & copies of current contracts are to be submitted.	
Copies of GST NO., PAN Card and NEFT/ RTGS Bank Details with Cancelled cheque to be submitted.	
Registration of Company (ROC), Incorporation of Company (IOC) and Registration certificate under Maharashtra shop & Establishment ACT.	
Contact person name, Designation, Email, Telephone, Mobile No., Fax No.	

**Signature**

**Name of authorized person for bidder with seal**

**SCHEDULE - B**

Sr. No.	Item Description	Quantity	Units	Quoted Currency in INR/Other Currency	Per Unit RATE In Figures to be entered by the Bidder (Inclusive of GST@18%) in Rs. (Per Month)	Calculated rate is Inclusive of GST for monthly Basis	TOTAL Value for 24 Months Period of Inclusive of GST	TOTAL Amount in words
01	<b>COMPREHENSIVE ANNUAL MAINTENANCE SERVICE CONTRACT FOR COMPUTERS, PRINTERS, PERIPHERALS</b>							
1.01	LaserJet	230 Nos.	Nos.	INR				
1.02	Desk Jet	12 Nos.	Nos.	INR				
1.03	Office Jet	13 Nos.	Nos.	INR				
1.04	Colour LaserJet	27 Nos.	Nos.	INR				
1.05	Scanner	39 Nos.	Nos.	INR				
1.06	Computers	544 Nos.	Nos.	INR				
<b>Total in Figures.</b>								
<b>Quoted Rate in Words</b>						INR Zero Only		

**Signature**

**Name of Authorized Person for Bidder with Seal**



## **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 INDEMINITY BOND FOR GUARANTEED PERFORMANCE**

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

**(At presents not less than Rs. 100/- stamp paper)**

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

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for Tata Memorial Centre ACTREC (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 agrees to indemnify the indemnified against all or any liabilities arising out of hereby irrevocably conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at ACTREC, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

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

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.

(To be executed on general Stamp Paper of Rs. 100)

### AGREEMENT

Memorandum of agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between ACTREC-TMC and \_\_\_\_\_ having its registered office at \_\_\_\_\_ which expression shall include its successors / assignees hereinafter called the supplier of the one part. The ACTREC of Tata Memorial Centre which is a society incorporated under the Societies Registration Act 1860 having its registered office \_\_\_\_\_ represented by \_\_\_\_\_ on the authority of the Society on the second part.

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

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

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 hereunto have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
2. That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.
3. That the quantity variation in consumable items and non-consumable equipment's / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.
4. 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.
5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor at his own cost. The alternative tools / equipment's shall be provided by the contractor in case of failure of any of the tools / equipment's required for maintaining the awarded jobs.

6. 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.
7. 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.
8. 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.
9. 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.

IN WITNESS whereof, the first party contractor and the through its authorized representative has hereinto set his hands and Shri. \_\_\_\_\_, \_\_\_\_\_ for in 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** \_\_\_\_\_

**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 05 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**