

**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)  
Ext-5141022-27405739/5551

No. ACTREC/Admin/Chemical Disposal/10378/2024-25

11<sup>th</sup> December, 2024

To,  
**M/s**.....  
.....  
.....  
.....

**SUB:- INVITING ANNUAL RATE CONTRACT FOR MONTHLY COLLECTION AND DISPOSAL OF HAZARDOUS CHEMICAL WASTE FROM VARIOUS LABORATORIES ON 'AS IS WHERE IS BASIS' FROM ACTREC, KHARGHAR.**

Dear Sir,

I am directed to invite you to kindly quote your rates/offer in a sealed cover super scribing top with quotation schedule duly signed/stamped for sale of above-mentioned items on 'AS IS WHEREAS IS BASIS' as listed in the Annexure-1 latest by 01.00 pm on 01<sup>st</sup> January, 2025.

Please contact on phone no. 022-27405739/5551. Last date for submission of tender is 01/01/2025 up to 01:00 PM and sealed tender/quotation will be opened on same day at 3:00 pm.

The bidders should be an authorized/license holder of MPCB.

The Tender document can be downloaded from the website '[www.actrec.gov.in](http://www.actrec.gov.in)'.

The right of acceptance or rejection of all or any offer has been reserved by the Centre.

Thanking you,

Sincerely Yours

**Jr. Administrative Officer (EM)**

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## **NOTICE INVITING TENDER**

**ANNUAL RATE CONTRACT FOR MONTHLY COLLECTION AND DISPOSAL OF HAZARDOUS CHEMICAL WASTE FROM VARIOUS LABORATORIES ON 'AS IS WHERE IS BASIS' FROM ACTREC, KHARGHAR.**  
FOR THE PERIOD OF TWO YEARS FROM 1<sup>ST</sup> FEBRUARY 2025 TO 31<sup>ST</sup> JANUARY 2027.  
(EXTENDABLE FOR ONE-YEAR SUBJECT TO SATISFACTORY PERFORMANCE.)



Sr. No.	Particular	Amount
01	EMD by Demand Draft to be Drawn in Favour of DIRECTOR ACTREC payable at Navi Mumbai only. The EMD amount should be paid by all the vendors in the form of Account Payee Demand Draft /Bank Guarantee 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.	Rs. 16,000/- (Rupees Sixteen Thousand Only)

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

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**TENDER DOCUMENTS**

1. Notice for invitation of Tender
2. Critical Date Sheet
3. Tender Acceptance Undertaking (to be filled by Tenderer)
4. Instructions to the Tenderer
5. Tender Application Form
6. General & Special Terms and Conditions
7. List of Hazardous Chemicals
8. Financial Bid (Annexure – I)
9. Format of Indemnity Bond for Guaranteed Performance.
10. 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.

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No. ACTREC/Admin/Chemical Disposal/10378/2024-25

11<sup>th</sup> December, 2024

**Sub:- Inviting Annual Rate Contract for Monthly Collection and disposal of Hazardous chemical waste from various laboratories on 'As is where is basis' from ACTREC, Kharghar.**

Sealed Tenders /offers are invited from bidders for quoting of rates for disposal of Hazardous chemical waste of the above mention items on 'AS IS WHEREAS IS BASIS' from ACTREC Kharghar, for the period of two years from 1<sup>st</sup> February 2025 to 31<sup>st</sup> January 2027. (Extendable for one-year subject to satisfactory performance.)

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Approx. cost (Rs.) Per annum</b>	<b>EMD (Rs.) Refundable</b>
01	Collection, Segregation and Removal of scrap material (other than capital items/equipment) from ACTREC campus on 'AS IS WHERE BASIS'	Rs. 8,00,000/- (Rupees Eight Lakhs Only)	Rs. 16,000/- (Rupees Sixteen Thousand Only)

**Contact person:** - Mr. S. A. Anavkar, Jr. Administrative Officer (EM)

Tender document can be downloaded from ACTREC Website- [www.actrec.gov.in](http://www.actrec.gov.in) from

**Critical Date Sheet:**

Published Date	<b>11<sup>th</sup> December, 2024</b>
Bid Submission end date and time	<b>11<sup>th</sup> December, 2024 up to 01:00 pm</b>
Bid Opening date	<b>01<sup>st</sup> January, 2025 at 3:00pm</b>
Hard copy submission place	Room no.332, Estate Management Dept., 3 <sup>rd</sup> floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210

(S. A. Anavkar)  
Jr. Administrative Officer (EM)

## **TENDER ACCEPTANCE LETTER**

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

### **Sub: Acceptance of terms and conditions**

Tender Ref: No. ACTREC/Admin/Chemical Disposal/10378/2024-25    11<sup>th</sup> December, 2024

**Name of Tender/Work :-** Inviting Annual Rate Contract For Monthly Collection and Disposal Of Hazardous Chemical Waste From Various Laboratories On 'As Is Where Is Basis' From ACTREC, Kharghar.

Dear Sir/Madam,

1. I/We have downloaded/obtained the tender documents for the above mentioned tender work.
2. I/We hereby certified that I/We have read the entire terms and conditions of the tender documents including all Annexure/schedule etc. which form shall be construed as the part of the contract/agreement and I/we shall abide here by the terms, conditions and clauses contained therein.
3. The corrigendum's issue from time to time by your center to have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document/corrigendum in its totality/entirety.
5. I/We do hereby declare that our firm has not been black listed/debarred by any government department/ public sector undertaking/government organization.
6. I/ we certified that all information furnish by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated then your centre shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.

**Signature of Tenderer with Stamp**

**Name**

**Address**

## **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 fulfil 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.

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

**Signature**

**Name of the Bidder**

**Rubber Stamp**

**Date**

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**TENDER APPLICATION FORM**

No. ACTREC/Admin/Chemical Disposal/10378/2024-25

11<sup>th</sup> December, 2024

<b>Name of the Work</b>	Inviting Annual Rate Contract for Monthly Collection and disposal of Hazardous chemical waste from various laboratories on 'As is where is basis' from ACTREC, Kharghar.
Due Date of the submission of the tender	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
1. Registration no.	Under Shops & Est. Act
2. Registration no.	Under Societies Registration Act
3. Registration no.	Under Public Trust Act
4. Registration no.	Under Companies Act
The bidder must have valid registration no. with any one above authority under the above Act	
Name & Address of the Bankers of the bidders	
PAN No.	

Registration No. Goods & Service tax		
Name & Address of banker		
No. of manpower employed by the bidder in its office	a. Administrative Technical	b.
Period of experience of the bidder in dealing with the tendered services (attach copies of work order / certificates)	a. Existing services along with the names of the organizations	b. Past services along with the names of the organizations
Work experience detail		
Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date / Certificate copy		
Any other relevant information wish to submit in proof of your competency		

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

Date

**Signature**

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



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**General Terms and Conditions**

1. **Inviting Annual Rate Contract for Monthly Collection and disposal of Hazardous chemical waste from various laboratories on 'As is where is basis' from ACTREC, Kharghar for the period of two years from 1<sup>st</sup> February, 2025 to 31<sup>st</sup> January 2027. (Extendable for one year subject to satisfactory performance.)**
2. The bids are invited for the whole and no bid would be accepted for any part of the same. The **list items are enclosed in tender documents.**
3. The tender shall be valid for 90 days from the date of opening of the tender.
4. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before submitting 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.
5. The rates should be quoted in figures & words in Indian Rupees **Annexure- 1**. The quoted rates will be basic rates only over and above this **Goods and Services Tax will be extra as applicable** under rules. **In case the rates are not quoted in the Annexure- 1 the tender will be liable to be rejected.** Any overwriting or erasing in the figure shall not be considered for acceptance of the rates offered by the bidder. If the bidder do not fill the quotes or it is incomplete in the respective columns of **Annexure 1** the tender is liable to be rejected.
6. **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:  
The bidder must quote lump sum amount for all items in Annexure-1 and lowest offer (excluding goods and services tax) on the total amount (Indicated at A) will be considered as L1 offer. The rates of GST will be communicated to the successful bidder in their work order on the basic price.
7. The bidder must note that work 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.
8. **Hazardous chemical disposed to the bidder shall not be taken back by TMC-ACTREC under any circumstances.**
9. **The bidder has to make his own arrangements for collection, transportation & disposal of hazardous chemicals. Proper gate pass will be provided by ACTREC.**
10. In case if bidder fails to remove and lift the hazardous chemicals within the time limit centre will take strict action or penalty.
11. Centre will not be responsible in any manner for items which have been declared for disposal by the Institute and in case they are reused by the bidder, he will be responsible for all the consequential effects if any, bidder is advised not to try to reuse any of the items in any way.
12. No unauthorized person will be allowed to lift out material.
13. No subletting is allowed. Any tax liabilities will be on contractor's part and the centre will not be responsible in any manner.

14. ACTREC may terminate the contract by giving prior notice of one month. If the contractor wishes to discontinue the contract, he should give 03 months' prior notice in writing.
15. Contractor should take precautionary measures for the labour against any injury or death that may happen during the work. ACTREC shall not be held liable for the same in any manner.
14. Final decision as may be taken by the Director of the Institute in case of dispute, if any between the contractor and the disposing officer shall be analysed by him/her and his order will be binding on both the parties.
15. Rules of conduct will be observed by contractor's workers while collecting the hazardous chemicals.
16. Quotation in sealed envelopes marked as Inviting Annual Rate Contract for disposal of Hazardous chemical waste from various laboratories on 'As is where is basis' from ACTREC Kharghar. Along with the tender notice no. ACTREC/Admin/Chemical Disposal/10378/2024-25 should be addressed to the CAO, ACTREC, 3rd floor, Advanced Centre for Treatment, Research and Education in Cancer, Sector-22, Kharghar, Navi Mumbai – 410210 and must be submitted by the due date and time in the room no.332, Estate Management Department, 3rd floor, PS building of the Institute.
17. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
18. **Incomplete and unsigned quotations are liable to be rejected.**
19. **Each page of the tender should be signed /stamped by the bidder(s).**
20. It is **mandatory** for the bidder to provide self-attested copies of documents as given below for qualifying this tender.

1	Address Proof (Voter –I card/ Aadhar card/ Electricity bill/ Telephone bill or any other documents etc.)
2	Income Tax PAN no.
3	GST (Goods and services Tax) registration number
4	The contractor should have valid authorization from Maharashtra Pollution Control Board (MPCB).
5	3 years' work experience require similar works.
6	The bidder should be able to submit the Solvency Certificate of Rs. 3,20,000/- (Three Lakhs Twenty Thousand Only) value from the any single schedule bankers.
7	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.

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21. Frequency for collection of waste from ACTREC may be Monthly by default. But contract may also specify that more or less visits may be requested depending the quantity of actual waste lot.
22. Payment will be settled within 30 days from the date of submission of the bill along with the supporting documents after due verification of the completion of work by NEFT/RTGS.
23. 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.
24. For due performance of obligations under the contract, the successful tenderer shall have to deposit 5% amount of total value as security deposit 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.

25. The centre reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.
26. The bidder shall meet all the rules and regulation as stipulated by the MPCB
27. The bidder alone liable for any violation of laws and rules made there under, after collection of chemical from generator.
28. The bidder shall collection the chemical waste from identified collection point within the premises on monthly/quarterly/annual basis as and when required.
29. The bidder shall transport the chemical waste in the way guided by MPCB.
30. The bidder shall be responsible for the disposal chemical waste in the manner stated in MPCB guidelines.
31. The bidder shall liable to provide certificate after collection, transportation and disposal of Hazardous Chemical to ACTREC.
32. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
33. Department 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 execution of a public procurement contract.
34. A bidder debarred under clause no.33 or any successor of the bidder shall not participate in a tendering process of this centre for a period not exceeding three years commencing from the date of debarment.
35. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by the Centre, for a period not exceeding two years, if it determines that the bidders has breached the code of integrity.
36. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and not be considered.
37. The resultant contract will be interpreted under Indian Laws.
38. 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 centre 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.
39. The centre 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

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**LIST OF HAZARDOUS CHEMICALS**

Sr.No.	Name of chemicals to be discards	State (Soild/Liquid)	Stored in Glass/plastic containers	Monthly Approximate quantity in Kg/Ltr
1	Araldite	LIQUID Viscous	Glass Amber coloured bottle	450 ml
2	Osmium Tetroxide	LIQUID	Glass Amber coloured bottle	465 ml
3	Etbr-Agarose Gels	SOILD	Plastic Container	3 kg
4	Acrylamide-page Gel	SOILD	Plastic Container	3 kg
5	Methanol	LIQUID	Glass Container	3 ltr
6	Xylene	LIQUID	Glass Container	1000 ltr
7	pfa (Less than 4%)	LIQUID	Plastic Container	3 ltr
8	Formalin	Liquid	Glass Amber colored bottle	1000 ltr
9	ISO-propyl alcohol	LIQUID	Glass Amber colored bottle	150 ltr
10	Phenol, Chloroform Isoamylacohol solution	LIQUID	Glass	600 ml
11	Chloroform	LIQUID	Glass	24 ml
12	Acidified alcohol	LIQUID	plastic	12 ml
13	Alcohol	LIQUID	Plastic	1000ltr
14	Paraffin	SOILD	Plastic	200 kg
15	Decalcification Solution (Formic Acid And sodium citrate)	Liquid	Glass amber coloured bottle	2 ltr
16	Absolute Alcohol	Liquid	Glass	6 ltr
17	Carnoy's fixative (3:1 methanol glacial acetic acid)	LIQUID	Glass	180 ltr
18	Phosphate Buffer saline (PBS)	LIQUID	Plastic	9 ltr
19	Sodium citrate saline (SSC buffer )	LIQUID	Plastic	12 ltr
20	Hypochlorite	LIQUID	Plastic	45 ltr

21	Potassium chloride (KLC)	LIQUID	Glass	9 ltr
22	Gymea Stain	LIQUID	plastic	13.5 ltr
23	Ficoll - hydrochloric acid	LIQUID	plastic	4.5 ltr
24	1M Hydrochloric acid	LIQUID	Plastic	4.5 ltr
25	Ethidium bromide stained gels	SOILD	plastic	3 kg
26	Buffer contaminated with ethidium Bromide	LIQUID	plastic	9 ltr
27	Formaldehyde	LIQUID	-	301 ltr
28	Ethidium Bromide	LIQUID	-	21 ltr
29	Gels Stained with ethidium bromide	SOILD	-	4 kg
30	Agar Plates (microbiology)	SOILD	-	12 kg
31	Colcemid	LIQUID	-	1.5 kg
32	Phytohematagglutinin (PHA)	LIQUID	-	0.75 ltr
33	Mitomycin C	SOILD	-	150 mg
34	Alcohol (Mithonal)	LIQUID	-	15 ltr
35	PolyAcrylamide Gels (SDS-PAGE)	SOILD	-	0.6 ltr
36	Used Motor Oil	Liquid	-	50 Litre
37	Other Miscellaneous Chemicals	Liquid/ Solid	plastic	10 Litre
<b>Total Monthly approximate Liquid chemical hazardous 4000 Ltr and Solid Chemical hazardous 200 kg</b>				

Signature of the Tenderer

## Annexure-I (Financial bid)

11<sup>th</sup> December, 2024

**Sub: - Inviting Annual Rate Contract for Monthly Collection and disposal of Hazardous chemical waste from various laboratories on 'As is where basis' from ACTREC, Kharghar.**

Ref:-No.ACTREC/Admin/ChemicalDisposal/10348/2024-25

Name \_\_\_\_\_ and Address \_\_\_\_\_ of the tenderer

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

### Note for the bidder:

1. Quantity of the Chemicals for disposal is an estimated Monthly' quantity. It may increase or decrease depending on the actual work load.
2. In routine circumstances, Bidder is required to provide service on 'quarterly basis' for lifting and disposing the chemicals from ACTREC.
3. If there is a need of additional visits, the same will be asked and bidder will have to provide the service.
4. Scope of the bidder includes the following:
  - a. Arranging To and Fro Transport facility (per trip) for picking up the chemicals from ACTREC campus.
  - b. Arranging manpower (per trip) for loading of the chemicals to be disposed off at ACTREC campus
  - c. proper documentation (per trip ) to be provided for collection and disposal of the chemical lot.
5. Bidder is required to provide "Per Trip" rate considering the above scope.

Sr. No	List of hazardous chemical for disposal	Quantity	Amount
1	As per items list	As Per items list	
2	Transport Charges (To and Fro) - per trip incl. of loading the chemicals at ACTREC and disposal of the lot.		Rs.
3	GST		Rs.
Total Quote Rupees In figures			Rs.
Quoted rate in words :Rs.			

**Bidder should quote Lump sum charges for per trip.**

**Goods and services Tax extra on the above quoted price as per government rules.**

I/We have inspected the hazardous chemicals for disposal and we are interested to provide disposal services on **AS IS WHERE IS BASIS**. My/our offer for the disposal of chemicals is given above.

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 EMD shall be forfeited by the TMC –ACTREC.

**Signature of the Tenderer**

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

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

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for 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 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 whereas 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 here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the 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 3 years.
3. That the firm has deposited up to date all the statutory taxes levied as per the law of land. (Upload scanned copy of clearance / Return certificate).

Signature

Name of Authorized Person for Bidder with Seal