## TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER

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

Sector-22, Kharghar, Navi Mumbai – 410210

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

022-27405000 Ext-5551

### **NOTICE INVITING TENDER**

Providing Photocopying Services for the period of one year from 01<sup>st</sup> July, 2025 to 30<sup>th</sup> June, 2026 (Extendable for two years on yearly basis subject to satisfactory services.)



Sr. No.	Particular	Amount	
01	EMD by Demand Draft to be Drawn in Favour of	18,000/-	(Rupees
	Director ACTREC	Eighteen	Thousand
	Tender received without Earnest Money Deposit	Only)	
	(EMD) will be summarily rejected.		
	Agencies/firms/Companies/units registered under		
	NSIC/KVIC or any other Authority designated by		
	the MSE, Govt. of India are entitled for exemption		
	from payment of earnest money (Bidder must		
	enclose copy and proof thereof)		

### Notes:-

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

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

No. ACTREC/Admin./EM/Photocopy/3196/2025

22<sup>nd</sup> April, 2025

Sealed limited tender is invited from reputed contractors/photocopy service providers for the provision of photocopy services in the campus of **ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER,** Sector-22, Kharghar, Navi Mumbai – 410210.

### **CRITICAL DATE SHEET**

Bid Document Download/Sale Start date	22 <sup>nd</sup> April, 2025 from 15:00 hrs.		
Bid Submission Last Date & Time	14 <sup>th</sup> May, 2025 upto 15.00 hrs.		
Last Date & Time of Submission of Hard	14 <sup>th</sup> May, 2025 upto 15.00 hrs.		
Copy of Tender Documents.			
Technical Bid Opening Date	15 <sup>th</sup> May, 2025 upto 15.00 hrs.		
Hard copy of Tender Document	Room no. 332, Estate Management		
Submission Place and End Date & Time	Section 3rd Floor, Paymaster Shodhika		
	Building, Sector-22, Kharghar, Navi		
	Mumbai-410210		

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

Dy. Administrative Officer (EM)

## TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER

Sector-22, Kharghar, Navi Mumbai-410210

### **TENDER DOCUMENTS**

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

### 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

Ref:- No. ACTREC/Admin./EM/Photocopy/3196/2025

22<sup>nd</sup> April, 2025

### **NOTICE INVITING TENDER**

Sealed Quotation in single bid system – Techno commercial is invited from reputed contractors/photocopy service providers/authorized agencies for providing photocopy services at ACTREC, Kharghar, Navi Mumbai-410210.

Sr. No.	Name of Work	Approx. cost (Rs.) per annum	EMD (Rs.) Refundable
1	Providing photocopy services in the campus of ACTREC, Sector-22, Kharghar navi Mumbai-410210	9,00,000/-	18,000/-

- The tender document is available on ACTREC web site <a href="www.actrec.gov.in">www.actrec.gov.in</a> which can be downloaded by the bidders. The bidder shall pay the EMD Rs. 18,000- (Rupees Eighteen Thousand Only) through demand draft in favour of Director-ACTREC at the time of submission of tender to the Centre along with hard copy of the tender documents technical bid and financial bid. The Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSE, Govt. of India are entitled for exemption from payment of earnest money (Bidder must enclose copy and proof thereof)
- The rates may be quoted in Indian Rupees (INR) exclusive GST. The hard copy in closed envelope of complete tender- containing Technical bid and financial along with all the tender documents must reach the Room No. 332, Estate Management Section, 3<sup>rd</sup> floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai 410210. Incomplete or tenders submitted after the due date would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

(S. A. Anavkar)

Dy. Admin. Officer (EM)

### TENDER ACCEPTANCE UNDERTAKING

	Date :	
То,		
The Director, Advanced Centre for Treatment, Research & Educ Tata Memorial Centre Kharghar, Navi Mumbai - 410210.	ation in Cancer	
Tender Ref No.: ACTREC/Admin./EM/Photocopy/3	3196/2025	22 <sup>nd</sup> April, 2025
Nature of Services /work: Providing Photocopying 01st July, 2025 to 30th June, 2026 (Extendable satisfactory services).	•	•
Sir,		
I / We read the conditions from the tender includir agree to abide by the said conditions. I / We acceptance for a period of 180 (One Eighty days) be liable for forfeiture of my / our "SECURIT ACTREC, in case I / We could not execute the awaper the rates quoted in the attached schedule for to undertake work within 1 week from the date of is	also agree to keep this days from the date of op Y DEPOSIT" to Tata Marded work. I / We will exche entire period of contra	tender open for pening. I / We will Memorial Centre, ecute the work as ct and are bound
A sum of Rs. 18,000/ (Rupees Eighteen Thousa Deposit in the form of Demand Draft Date		s Earnest Money
The full value of the Earnest Money Deposit s commence the work within the specified time after the work.		
Until formal agreement is executed, this accepta contract on us.	ince of tender shall cons	stitute as binding
	Signature of tenderer wi	ith stamp:
	Name:	
	Address:	

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

### **TENDER APPLICATION FORM**

No. ACTREC/Admin./EM/Photocopy/3196/2025

22<sup>nd</sup> April, 2025

Name of the Services/Work	Providing Photocopying services
Due Date of the submission of the	
tender	
Demand Draft for EMD Amount,	
Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Legal entity of the bidder whether	
Firm / Society / Company / Other	
entity	
a) Registration No.	
a) Regionation No.	b) Authority with whom registered
a) Regionation No.	b) Authority with whom registered
a) Regionation No.	b) Authority with whom registered
Name & Address of the Bankers	b) Authority with whom registered
	b) Authority with whom registered
Name & Address of the Bankers	b) Authority with whom registered
Name & Address of the Bankers	b) Authority with whom registered
Name & Address of the Bankers	b) Authority with whom registered
Name & Address of the Bankers of the bidders	b) Authority with whom registered

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:

### **GENERAL & SPECIAL TERMS AND CONDITIONS**

- 1 The contract will be initially for one year for the period from 01<sup>st</sup> July, 2025 to 30<sup>th</sup> June, 2026 on satisfactory performance & execution of the contract it can be renewed up to 02 years on same rates, terms and conditions.
- 2 The rates must be quoted in Indian rupees exclusive goods and services tax (GST). Completed tender along with all the documents.
- 3 Bidder must have at least two machines and minimum one staff, proficient in managing the provision of photocopy service.
- 4 The contractor has to arrange his own manpower to manage the photocopy service. The contractor can increase the number of manpower based on requirement.
- 5 The Photocopier Machines to be supplied by the vendor should be digital only and should be of reputed make like Canon, Samsung, etc.
- 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 very machine remains functional during all working days for carrying out printing /Xeroxing and scanning work.
- 7 Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, the ACTREC shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amount due to the Contractor including Security Deposit. The Centre shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
- The furniture like almirah/table etc. shall be provided and installed as per requirement of the machine, photocopying machines of different sizes required for the use of manpower / operator deployed by the contractor.
- 9 The average photocopies are estimated to be around 60,000 to 70,000 approx. per month However these figures may vary depending on the work. Institute shall not extend or raise any guarantee for the volume of sale of business for any of the services mentioned above in any way.
- 10 The requirement /order placed by the centre through authorized officer shall be fulfilled / satisfied by the contractor without any limitation of time and cost thereof at the charges accepted by the centre through process of this tender.
- 11 The persons deployed by the contractor shall have to observe the conduct rules as have been made applicable to the staff of the centre.
- 12 The charges approved through the process of tendered shall be the final rate to be charged by the contractor from the patient and their relatives also. Charging beyond the approved rates from any of the individual will construed the act of misconduct and the contract can be liable for termination merely on this ground without issuing any show cause / prior notice.

- 13 The contractor shall pay Rs.940/- per sq meter per month as license fees towards usage of space. The allotted space is approximate 90 Sqft = 8.36 Sqm. The total license fees is Rs. 7,858/- plus GST as applicable per month. The contractor has to pay license fees of Rs. 7,858/- plus GST as applicable per month to ACTREC in advance. The license fees shall be revised if any revision is prescribed by the Govt. and you unconditionally agreeing for this. Electricity will not be charged and the vendor has to keep this in mind. However in case of misuse of these facilities a fine of Rs.1000/- per occasion can be levied. The license fees can be paid either in cash or Demand draft in favour of TMC-ACTREC every month in advance or by any other means as agreed by the Institute & rate may be revise as per government norms.
- 14 The Contractor will submit the pre-receipted bills along with supporting documents in one original and one duplicate on 1st working day of every month in respect of claim for the preceding month. The claim/ bill will be settled by the Centre after verification and its correctness within 30 working days.
- 15 The services availed by the centre for official purposes at the prescribed rate will be billed by the contractor on monthly basis for payment in the first week of every month.
- 16 All bills should be submitted in one original and one duplicate on printed forms, duly signed, stamped and pre-receipted.
- 17 In case of any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 7th of every month.
- 18 Permissible taxes will be deducted from the bills and certificate will be issued by the Centre. Income tax as applicable will be deducted at source from your payment and certificate of deduction shall be issued to you by our Accounts Department.
- 19 All the dues (License Fees etc.) to ACTREC must be paid and documentary proof to be submitted on time.
- 20 The photocopying work, if not accepted, by the indenting officer in respect of quality of the ink/toner & paper approved brand, such work shall not be paid. Similarly, the quality and quantity of Xeroxed will also not be compromised in any way.
- 21 Insufficiency in providing service and unsatisfactory services can also render the contractor liable for termination of the arrangement under the contract without prior notice or compensation in lieu thereof. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of 3 months, if he wishes to discontinue the contract.
- 22 The paper, stationery, spare parts, cartridges etc will be kept in the stock in the almirah under lock and key. The centre shall not be held responsible for any loss, breakages or theft of Contractor's material.
- 23 That the functionality of the machine will be the responsibility of the contractor for 100% uptime and the down time for working days will be on proportionate basis of working 2 days in a month. The non-functioning of machine can attract a penalty of Rs.200/ per day. Therefore, contractor will have to advise to undertake the servicing/overhauling etc of the machines during non-working days/ non-working hours.

### 24 The Tenderer must provide following necessary documentary proof:-

1	Registration No. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India, GST Registration Certificate.
2	Bidder should have at least 3 years satisfactory experience of providing photocopy services in reputed research centers /institutes/PSUs/Central/state government departments/organizations.
3	Income Tax PAN number
4	GST (Goods and services Tax) Registration Number.
5	Copy of Latest of Last Three Years IT returns, Profit & Loss Account Statement, Balance Sheet with average annual financial turn over (gross) of Rs. 9,00,000/- (Rupees Thirty Lakhs Only) (Last three consecutive financial year ending on 31st March, 2024) certified by C.A.
6	The bidder should be able to submit the Solvency Certificate of Rs. 3,60,000/-(Rupees Twelve Lakhs 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.

- 25 All Micro-Small Enterprises Units (MSE) registered with National Small Industries Corporation (NSIC)/KVIC or any other authority designated by Govt will be exempted from paying Earnest Money Deposit (EMD) as applicable under rules of GOI. Proofs must be enclosed.
- 26 The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard and shall submit an indemnity bond thereof.
- 27 The Institute will not be responsible for supply or bear the cost of 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 Xeroxing/photocopying work.
- 28 The contractor or their agent or worker deployed by contractor will have no right to continue with the activity if Director or his representative/authorized officer issues the eviction order. Such eviction order shall be executed by the Incharge Security or his authorized officer to ensure the compliance to send the contractor or his representative out of the campus.
- 29 For due performance of obligations under the contract, the successful tenderer shall have to deposit @ 5% amount of total value as security deposit in the form of Demand Draft or by way of Bank Guarantee or FDR in favour of Director, ACTREC immediately within 15 days after receiving of LOI with the absolute right. This period can be extended at the written request from your office for a maximum period upto 15 days with late fee @ 0.1% per day of Security Deposit amount. Such security deposit shall be free of interest which will be refunded after the expiry of the contract or its termination, as the case may be after adjustment of all the dues of the Centre or damages of any kind.
- 30 The bidder should be able to submit the Solvency Certificate of Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand Only) value from the any single schedule bankers.
- 31 The Director, ACTREC-TMC at his sole discretion may reject all or any tender without assigning any reason for the same.

- 32 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.
- 33 A bidder debarred under above the clause or any successor of the bidder shall not participate in a tendering process of this center for a period not exceeding 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 have breached the code of integrity.
- 35 That the notice inviting tender, tender from technical/financial bids together with schedule of quantity and specifications including terms and conditions shall be constructed as a part of this contract.
- 36 Failure to fulfill any of the condition & the same are acceptable to me/us.

I have read and noted the above terms and conditions and quoted the charges of each of the service keeping the said terms and conditions in mind and I will not ask for any relaxation in any case for settlement of the service charges for the services as may be rendered by the tenderer.

	Signature of Tenderer with Seal
Date:	

### **ACCEPTANCE**

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

Signature of the Contractor and seal
Name of Authorized Person
Name of the Firm
Address for Correspondence

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Date: / /2025

### **SOLVENCY CERTIFICATE**

_	This is to certify	y that M/s.								is a	firm
of Propi	rietorship / Par	tnership / b	ody co	rpora	ite (give le	gal e	ntity)	duly reg	giste	red under	the
provisio	ns of Act (give	the name	of Stat	utory	Act) for w	hich	we a	re the a	utho	rized ban	kers
and hav	ring bank trans	actions for t	heir bu	sines	s through ເ	ıs ar	nd hav	e good	repu	itation.	
I	Based on their	· financial ti	ansact	ions,	we certify	that	finan	cial pos	ition	of the ab	ove
	organization				-			-			
		ma	y be a	dmitte	ed.						
							Signa	ature of I	Mana	ager	
						Na	me o	f the Bar	nk w	ith seal	
	_										
[	Date:										

# FORMAT OF NOTARY AFFIDAVIT ON NON- JUDICIAL STAMP PAPER OF RS.100/- STATING THEIR IN AS UNDER

- 1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
- 2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 years.
- 3. That the firm has deposited up to date all the statutory taxes levied as per the law of land. (Upload scanned copy of clearance / Return certificate).

Signature

Name of authorized person for bidder with seal

# FORMAT OF 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		,	executed by is 'Indemnifier ' or 'Contractor'
success (ACTRE unless	sors, administ EC), hereinaft	iall, unless represer rators, represer er referred to as	ugnant to th ntative and as s the 'Indemr	e context or ssignees in fa nified' or 'Puro	meaning thereof, include its avour of Tata Memorial Centre chaser which expression shall its administrators, successors
Witness	s as to:				
Tata Me inter ali contract whereas	emorial Centria in the NIT/ t valued at s, clause	e ACTREC (Ta work order con Rs	ata Memorial tract/Award (Ru the above r	Centre), on of contract nupees	ontractor herein a contract for terms and conditions set out o for aonly) and ontract/Award provides for an
any liab assigne includin paymen	pilities arising and for carrying ag the quantur ats to the cor	out of conductirg out the job on and payment of a condition of the conditi	ng the contra of running th of salaries, a /ees or on b	ct towards the laundry from the laundry from the laundry from the laundry state of the laundry from the laun	the indemnified against all or e employees of the contractor om time to time at ACTREC, atutory liabilities and any other contractor's employees or on ndemnifier.
liability on beha authorit of the c	and/or penalt alf of the emp ies. This inde	y by whatever r loyees of the co mnity shall be ir	name it may ontractor, or on on force for a p	be called ari on account of period of two	y the indemnified against any sing out of any demand for or any demand by any statutory years after the end of the date on arising out of this contract
1	Name the Ind	emnifier		:	
I	Designation			:	
	Name and ad	dress of the cor	tractor	:	
,	WITNESSES				
	1.				
:	2.				

### **AGREEMENT**

This	deed of	agreement is	made on	this	day of		2025
between			having	its registe	red office		
which expre	ssion sha	all include its s	uccessors	/ assignee	es hereinafter o	called the supp	lier of
the one part	AND Th	e Tata Memori	al Centre (	TMC) and	ACTREC is pa	art of TMC which	ch is a
society inco	rporated	under the Soc	eties Regi	istration Ad	ct 1860 having	its registered	office
Parel, Mumb	oai and br	anch at Sector	-22, Kharg	har, Navi N	Mumbai repres	ented by the Di	irector
on the author	ority of the	Society on the	second pa	art.			

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

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

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the transport services to commence the as awarded with effect from the given date and time.

That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.

That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.

The maintenance of the vehicles / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative vehicles shall be provided by the contractor in case of failure of any of the vehicles required for maintaining the awarded jobs.

That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.

That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.

That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.

That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at ACTREC. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital and recover the cost together with damages as may be occurred on actual basis.

In WITNESS whereof, the first party - contractor and through its authorized representative has hereinto set his hands and authorized representative for and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party	Second Party
Witness: 1	Witness: 1.
2	2

### **FINANCIAL BID**

The Basis of Evaluation of The Tenders of Financial Bids Would Be Based on The Following Parameters for Consideration of L1 lowest one. The Items Quoted Against the Each of the Following Items Would Be Averaged As (Sr. No- 1+2+3+4):-

Sr. No	Name of Service	Specifications	Charges /Rates	Remarks
1	Installation of own photocopying machine with manpower	i) A4		Paper should be 75/80 gms of Modi Xerox, Paper craft, Copy Power etc.
		ii) Legal		
		iii) A3		
2	Spiral binding with OHP Sheets (front & back) of 175 microns	Book containing 1 to 50 pages		
		Book containing 51 to 100 pages		
		Book containing 101 to 150 pages		
		Book containing 151 to 200 pages		
		Book containing 201 to 250 pages		
		Book containing 251 to 300 pages		
3	Spiral binding without OHP sheets	Book containing 1 to 50 pages		
		Book containing 51 to 100 pages		
		Book containing 101 to 150 pages		
		Book containing 151 to 200 pages		
		Book containing 201 to 250 pages		
		Book containing 251 to 300 pages		
4	Lamination	1/6 <sup>th</sup> size (small letter head)		
		A 4 size		
		Foolscap size		
		A 3 size		
		Visiting / Identity card size		

All the rates shall be exclusive of goods and service tax.

Signature of Tenderer with Seal