

**TATA MEMORIAL CENTRE**  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**  
(A grant-in-aid Institute under the Dept of Atomic Energy, Govt. of India)  
Sector-22, Kharghar, Navi Mumbai-410210

Date: 13/05/2025

**CORRIGENDUM NO.02**

**Sub: Extension of Tender Due Date and Time of "Tender for Providing Security Services for Project Office and Research Unit in Donvat Khopoli, On Contract Basis - reg.**

**Ref No. TMC/ACTREC/ADMIN/Security/2850/2025**

The revised dates/times for submission of tender and Technical bid opening are given as hereunder: -

<b>SR. NO.</b>	<b>EXISTING DUE DATES &amp; TIME</b>	<b>REVISED DUE DATES &amp; TIME</b>
1	Last date of submission was 10/05/2025 upto 01:00 PM  Technical Bid Opening date was 13/05/2025 at 03:00 PM	Last date of submission will be 19/05/2025 upto 01:00 PM.  Technical Bid Opening date will be 19/05/2025 upto 03:00 AM

Sd/-  
Dy. AO, (HRD-OS)

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(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- [dpitale@actrec.gov.in](mailto:dpitale@actrec.gov.in) / [outsouce@actrec.gov.in](mailto:outsouce@actrec.gov.in)  
Phone 022-27405000 Ext-5145/5551

## **NOTICE INVITING TENDER**

**TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICE AND RESEARCH UNIT  
IN DONVAT KHOPOLI, ON CONTRACT BASIS FOR ONE YEAR  
For the Period of 01<sup>st</sup> June, 2025 to 31<sup>st</sup> May, 2026  
(Extendable for Two More Years Subject to Satisfactory Performance)**



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

Note:-

1. Tender Notification and Documents are available on website [www.actrec.gov.in](http://www.actrec.gov.in)
2. Interested agencies /firms may visit this website.

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Sector-22, Kharghar, Navi Mumbai – 410210

Ref:-TMC/ACTREC/ADMIN/Security/2850/2025

12<sup>th</sup> April, 2025

**NOTICE INVITING TENDER**

**INVITING LIMITED TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICE AND RESEARCH UNIT IN DONVAT KHOPOLI, ON CONTRACT BASIS**

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Approx. cost (Rs.) Exclusive GST</b>	<b>EMD (Rs.) Refundable</b>
1.	Tender for Providing Security Services for Project Office and Research Unit in Plot No. 47, 62, 63 & 64 in Donvat Khopoli, on Contract Basis for the period of one year from 01/06/2025 to 31/05/2026 (Extendable by Two Years (Subject To Satisfactory Performance))	Rs. 9,00,000/-  (Rupees Nine Lacs Only)	Rs. 18,000/-  (Rupees Eighteen Thousand Only)

**Contact Person:** - Mr. Devendra J. Pitale, Dy. Administrative Officer (HRD-OS)

The bidders has to apply through the ACTREC website [www.actrec.gov.in](http://www.actrec.gov.in) The bidder shall pay the EMD of Rs. 18,000/- (Rupees Eighteen Thousand Only) through demand draft in favour of Director, ACTREC. Tender received without Earnest Money Deposit (EMD) will be summarily rejected. 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) at the time of submission of tender to the Institute and submit the copy of receipt along with hard copy of the tender documents containing technical bid and financial bid.

The rates may be quoted in Indian Rupees Excluding Goods and Services Tax. **Sealed Bids must be delivered on or before the due date as per the critical date and time sheet at ACTREC**, Dispatch Administration Section, 1<sup>st</sup> floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai – 410210. Any postal delay in this respect will not be entertained. In the case of Two Bid system, bidders shall seal the unpriced commercial and technical bid comprising EMD, if applicable, and required documents in an **Envelope-I** duly marked as “Technical Bid”. Financial bid may be kept under a separate **Envelope-II** duly marked as “Price Bid”. Both the envelopes shall then be sealed in one outer Envelope duly mentioning the Tender Enquiry Reference Number and Date, Due Date and Name of Work. Incomplete documents or tenders submitted after the due date would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

**Dy. Admin. Officer (HRD-OS)**  
**ACTREC**

**TATA MEMORIAL CENTRE**  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)**  
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**CRITICAL DATE SHEET**

Published Date	<del>12<sup>th</sup> April, 2025 at 01.00 PM</del>
Bid Document download/sale start date	<del>12<sup>th</sup> April, 2025 at 01.00 PM</del>
Pre Bid Meeting	<del>21<sup>th</sup> April, 2025 at 11.00 AM</del>
Bid Online Submission Last Date & Time	<del>03<sup>rd</sup> May, 2025 at 01.00 PM</del>
Technical Bid Opening Date	<del>05<sup>th</sup> May, 2025 at 11.00 AM</del>
Hard copy submission Venue	General Dispatch Administration, First floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210
Pre-bid meeting Venue	3 <sup>rd</sup> floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210

**Dy. Admin. Officer (HRD-OS)**  
**ACTREC**

**TENDER ACCEPTANCE UNDERTAKING**  
**(To be submitted on letterhead of tenderer)**

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

**The Director,**

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

Ref:-TMC/ACTREC/Security/2850/2025

12<sup>th</sup> April, 2025

**Name of Work: Tender for Providing Security Services for Project Office and Research Unit in Donvat Khopoli. On Contract Basis for The Period One Year from 01<sup>st</sup> June, 2025 To 31<sup>st</sup> May, 2026 (Extendable by Two Years Subject to Satisfactory Performance)**

Sir,

I/We have read the various conditions of the tender including general 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 Hundred Eighty) days** from the date fixed for opening the same and in default thereof. I/we will be liable for forfeiture of my/our "**Security Deposit**" to Tata Memorial Centre, ACTREC. I/We will execute the work as per the quoted rates and hereby bind myself/ourselves to execute the work in all respects during the period of contract from the date of issue of letter of acceptance of the tender. I/we also hereby agree to abide ACTREC/TMC general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by ACTREC.

A sum of \_\_\_\_\_ - is hereby forwarded as Earnest Money in the form of DD through receipt No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_. The full value of Earnest Money shall stand forfeited without prejudice to any other rights to remedies if:-

- A) I/we do not execute the contract documents immediately after getting information form ACTREC.
- B) I/we do not commence the work within 07 days after issuing work order/LOI to that effect. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us indicated in the letter of acceptance of my/our offer for this work.

**Signature of Tenderer with Stamp**

**Name**

**Address**

## **INSTRUCTIONS TO BIDDERS**

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Financial offer:

1. The bidder should ensure that the technical/financial bid complete in all respect should be submitted [www.actrec.gov.in](http://www.actrec.gov.in) and a hard copy of the tender containing Techno-commercial bid duly signed and stamped and sealed in a cover /envelope which should be super scribed with Tender Ref. Number and Name. **Envelope-I** contain Technical Bid and **Envelope-II** contain Financial Bid and the both envelopes should be in one Big Envelope.
2. **Security Deposit**  
The successful bidder will have to submit security deposit **@05%** of contract value as security deposit in the form of Performance Bank Guarantee (PBG)/ FDR/ Account Payee demand draft from nationalized Bank or Scheduled commercial bank as per Annexure- VII, for the duration of the contract/extended period, if any, in favor of the Director - ACTREC, 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.
3. **Earnest Money Deposit**  
All Bidders are required to deposit EMD of Rs. 18,000/- which will not bear any interest, must be paid by Demand Draft / Pay Order drawn in favor of Director ACTREC payable at Navi Mumbai only. 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).
4. EMD of the unsuccessful Bidders will be returned after the finalization of the contract. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit or EMD will be adjusted against Security Deposit.
  - a) The EMD / Bid Security will be forfeited:
    - If a Bidder withdraws its tender during the period of bid validity or
    - In case of successful Bidder, if the Bidder fails
  - b) To execute the agreement / contract within 7 days from the date of the issue of the work order.
  - c) To submit Security Deposit as specified in the terms and conditions.
5. **Award of contract:**
  - a) Selected bidder will be issued a letter of Intent. Security deposit should be paid within 15 days. In case the selected bidder does not respond or is unable to complete formalities the EMD will be forfeited.
  - b) Upon receipt of security deposit the work order will be released and the contractor must complete contract formalities within 15 days.
  - c) GST at the prevailing rates shall be payable by ACTREC on production of documents of its submission with the concerned authority.
6. The tenderer should read the General & Special Terms and Conditions and take note of them and give their acceptance to that effect

7. Failure to fulfill any of the conditions shall render the tender for rejection.
8. The **Director, ACTREC** does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to accept and perform the same at the rates quoted.
9. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
10. The bidder should be competent enough to deal with the business of the tendered item / services technically and financially and should have adequate man-power (Skilled/semi-skilled) required for managing the contract awarded.
11. The bidder should submit the latest (Not older than last 1 year from the date of publish of tender) **Solvency Certificate of @40% i.e.Rs.3,60,000/- (Rupees Three Lacs Sixty Thousand Only)** from any authorized scheduled bankers. The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN certified by CA.
12. The bidder should provide Goods and Service Tax (GST) No. and License No. as may be required for providing the services for managing the work.
13. Experienced bidder should attach copy of their past experience in support of their capability in the field of dealing with the similar services tendered. (This should be provided in the format attached (Annexure – VI) duly signed by the concerned Employer).
14. The services provided to ACTREC will be taken into consideration for Technical suitability & the bidders are liable to be disqualified for inferior quality of services provided if any.
15. The successor / heirs in office of the bidder/tenderer will be responsible for the liabilities created or arisen by the bidder in respect to the manpower, services etc. offered by bidder.
16. The bidder will be solely responsible for such activities which may lead to draw the money by way of advance payment fraudulently and breach of terms and conditions.
17. The bidder will be responsible by abiding itself by the common State & Central Laws and Chief Commissioner of Labour, Central including rules relating to manpower, services, minimum wages, allowances and reliefs therefore.
18. The bidders must note that the financial/commercial offer of the Technically Qualified bidders will be evaluated for the quoted rates with respect to Contractor's (a) Administrative/Management Charges. The contractor should note that service charge to be calculated on Basic+ VDA only for arriving at L-1. The bidders must note that wage structure under Minimum Wages Act will not be taken into consideration for evaluation of commercial offers.
19. Any Corrigendum, Amendment or changes in the tender will be published only on the ACTREC website.



20. The Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and 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 with the earnest money deposit without any payment of interest within reasonable time.

21. The contractor shall not sub-contract or transfer or assign the contract to any other person/Firm/Company

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

**Signature**

**Name of authorized person for bidder**

**Rubber seal**

**Date:**

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 (A grant – in - aid institute under Department of Atomic Energy, Government of India)  
 Sector-22, Kharghar, Navi Mumbai – 410210

**TENDER APPLICATION FORM**

Ref:-TMC/ACTREC/Security/2850/2025

12<sup>th</sup> April, 2025

Name of the Work	Tender For Providing Security Services For Project Office And Research Unit In Donvat Khopoli, On Contract Basis For One Year
Due Date of the submission of the tender	
Demand Draft / Cash Receipt No. for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Type of Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
Registration No. under Shop & Establishment. Act	
Labour License Number	
EPFO Registration Number	
ESIC Registration Number	
Registration No. of Goods & Service Tax	
PAN Number	
Name & Address of the Bankers of the bidders	
Attach Solvency Certificate duly issued by the Banker to the bidder	

Name & Address of banker (Solvency Details)	
No. of manpower employed by the bidder in its office/sites	a. Administrative                      b. Technical
Period of experience of the bidder in dealing with the tendered services (attach copies of work order / certificates, experience 03 years)	
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	

## TENDER REQUIREMENTS FOR TECHNICAL ELIGIBILITY

**The previous services (if any) provided to ACTREC & the following points will be taken into consideration for Technical Eligibility to assess the suitability of Bidders: -**

**Please provide the documents with proper tagging and numbering as per serial given below:**

1.	Registration under the shops and Establishment Act/ Companies Act/Society Act
2.	PAN No
3.	GST Tax Registration No. (Provisional Certificate is not permitted)
4.	Registration no. EPFO
5.	Registration no. ESIC
6.	Copy of Psara Registration Certificate
7.	<b><u>Financial Turnover:</u></b> 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 Nine Lakhs Only) (Last three consecutive financial year ending on 31st March, 2024) certified by C.A.
8.	GST for last 3 years
9.	<b><u>Work Experience:</u></b> i) The bidder must have submitted the continuous satisfactory 03 years (preceding to last 7 years from the date of closure of bid submission) experience of providing similar type of services (providing Security manpower services) to reputed Institution / Organizations, Central or State Government, PSU, Semi-Government and any reputed Private Institute. (To be provided as per Annexure V)  ii) The bidder must have successfully executed /completed similar type of services (providing Security manpower services) over the 03 years.  <u>Similar services shall mean:</u> i.e. Carrying out security services with utilization of manpower.  iii) Copies of work orders and experience in Services of a similar nature and size for each of the last 03 years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
10.	<b><u>Solvency certificate:</u></b> The bidder should have Latest (Not older than last 1 year from the date of publish of tender) Valid Solvency Certificate @40% i.e. Rs. 3,60,000/(Rupees Three Lakhs Sixty Thousand Only) (Page No. 31)
11.	Type of Ownership of the Organization.
12.	The bidder shall pay the EMD of Rs. 18,000/- (Rupees Eighteen Thousand Only) through demand draft/FDR in favour of Director, ACTREC at Kharghar, Navi Mumbai. Tender received without Earnest Money Deposit (EMD) will be summarily rejected. 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) at the time of submission of tender to the Institute and submit the copy of receipt along with hard copy of the tender documents containing technical bid.
13.	An undertaking (self-declaration certificate) on stamp paper that the bidder hasn't been blacklisted by any Central / State government institution and there has been no litigation with any government department on account of similar services is to be submitted. (Page No.35)

14.	Signing authority letter.
15.	Undertaking of Payment of Minimum Wages as per (Annexure IX)
16.	Details of the company / firm / agency along with its address and details of contract to whom manpower was provided. (the contract value should be indicated)
17.	Letter of acceptance of the terms and conditions of the tender. (Page No. 30)
18.	Bidder should have their Head Office/ Regional Office within Metropolitan region of Mumbai/ Navi Mumbai/ Thane/ Raigad.
19.	Bidder should have ESIC & PF registration for the Mumbai/ Navi Mumbai/Thane/Raigad strictly.
20.	Apart from the above, the committee can also be constituted for visiting the Head Office/ Regional Office & Ongoing Working Site of bidder to assess their capacity and capability and will be a part of Technical Evaluation.

Criterion for Site Visit
<p style="text-align: center;"><b><u>List of Parameters for Site Visit</u></b></p> <ul style="list-style-type: none"> <li>➤ <b>Uniform and Appearance of Staff</b></li> <li>➤ <b>Issue of ID Cards</b></li> <li>➤ <b>EPFO/ESIC</b></li> <li>➤ <b>Handling of Grievance of the workers</b></li> <li>➤ <b>Grooming &amp; Training Program</b></li> <li>➤ <b>Processing of Monthly Payment on time</b></li> <li>➤ <b>General Control over the workers or manpower</b></li> <li>➤ <b>Arrangement of relievers</b></li> <li>➤ <b>Hygiene and cleanliness</b></li> </ul>

**Note:** - Bidders must attach copy of valid certificate of the above documents along with tender documents with duly 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.

**Name of Authorized person**

**Bidder's Seal and Signature**

**Date:**

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

*(Please read the following instructions carefully and give acceptance for the same at the end)*

### **A) GENERAL INSTRUCTIONS**

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Centre reserves the right to cancel or reject in full or part any or all tenders received.
3. Any action on the part of the tenderer to influence any officer of the Centre or canvassing in any form shall make the tender liable for rejection.
4. **Period of contract:** - The contract will be for a period of One year initially from the date of issue of LOI, which can be extendable upto another 02 years on the basis subject to satisfactory performance of the contract.
5. ACTREC may renew / extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
6. All works will be executed as per detailed specifications at Khopoli, Navi Mumbai and as directed by any of the officer / official nominated by the Director.
7. The Manpower quantity indicated are purely tentative and likely to vary from time to time as per need of the ACTREC.
8. 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 amounts 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.
9. 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.
10. The Contractor will be required to post Skilled manpower as supervisor as may be needed to supervise and guide the workers – Skilled, Semi-skilled for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
11. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.
12. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.
13. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on ACTREC.

14. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Centre for inferior works as determined by the Centre and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
15. Contractor will be fully responsible as per IPC or any other law for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the ACTREC from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
16. The contractor should provide Induction training to the newly inducted manpower as per his job profile. Apart from this regular Training on quarterly basis may also be provided by contractor for grooming /etiquettes of the staff to enhance the skills of the manpower.
17. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers engaged by him for performance of this contract:-
  - (a) Child Labour (Prohibition and Regulation) Act. 1986.
  - (b) Employees (Workmen) Compensation Act, 1923
  - (c) Industrial Employment Standing (order) Act, 1946
  - (d) Contract Labour Abolition and Regulation Act 1970
  - (e) Minimum Wages Act -1948/ Payment of Wages Act.1936
  - (f) Employee Provident Fund and Misc. Provision Act-1952
  - (g) Employment of Labour / Contract Labour Act
  - (h) Any other Act or legislation which may govern the nature of the contract.
  - (i) Any other law or act or rule as may be in forced and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.
18. The contractor must cover their employees under Group Medical insurance policy as per Employees Compensation Act for the workers who are not covered under the ESIC and submit the claim for reimbursement on actual.
19. The contractor must ensure that one of his supervisor shall be present on site on daily basis for solving the issue of workers related to ESIC/EPF and others at his own cost.
20. The Tenderer should have their Registered / Branch Office in Metropolitan Region of Mumbai/ Navi Mumbai/ Thane / Raigad region strictly.
21. The Tenderer should have their ESIC & PF Registration for the Metropolitan Region of Mumbai/ Navi Mumbai/ Thane / Raigad region strictly.
22. Any liability arising on ACTREC shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by ACTREC.
23. The ACTREC through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same



carried out departmentally or otherwise and such alterations and variations shall not violate this contract.

24. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of ACTREC from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
25. In the event of the Contractor failing to execute the awarded work under contract in whole or in part an alternative arrangement will be made by the ACTREC totally at the cost and risk of Contractor besides any suitable fine / penalty.
26. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the ACTREC or its patients by the Contractor or his workers which will be recovered from the contractors Bills.
27. The Centre reserves the right to increase or decrease the manpower deployed by the contractor as per its requirement. Accordingly, bidder has to submit the extended/revised bank guarantee with respect to the exceed manpower count.
28. The Contractor shall personally responsible for the conduct of his staff and in case of any complaint against any staff, Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The ACTREC will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
29. All contractual staff will work for **8½ hours in a day and 6 days in a week**. They will avail National holidays on **(26<sup>th</sup> January, 15<sup>th</sup> August, 02<sup>nd</sup> October (Gandhi Jayanti), 01<sup>st</sup> May (Maharashtra day) and apart from these they can avail Public holidays approved by ACTREC. (Respective details will be providing to successful bidder by ACTREC)** If they require to work on these national holidays they will get daily wages at double the rate in lieu of overtime. The rest of the holidays will be decided by the Institute as per its rule.
30. The contractor shall pay overtime allowance for work performed during extra hours as per Minimum wages act.
31. The Contractor and his staff shall follow the rules and regulations of the ACTREC in force and instructions issued from time to time. ACTREC will be free to take action against the Contractor for violating the same.
32. The ACTREC reserves the right to discontinue /terminate the contract without assigning any reason by giving a notice of 01 month. The Contractor will have to give a notice of 03 months prior, if he wishes to discontinue the contract.
33. In the event of any dispute arising or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, ACTREC or any other officer nominated by the Director, ACTREC 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 objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act, 1996. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.

34. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in cases of any additional manpower hired by this office for its use. Contractor cannot charge different rate for additional manpower Hired from them

**B) CENTRE'S OBLIGATIONS:**

1. The Centre shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
2. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.
3. The Centre will provide water or / and electricity for execution of the awarded work and will be under obligation to provide electric connections for operating of machines required for executing the work and water for washing the areas under contract.
4. The Contractor shall pay the wages to the workers who may be deployed by the Contractor at Khopoli to carry out the assigned jobs under the award of the contract and the Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Pay, Valued Dearness Allowance, Additional Allowance, EPF, OTA, Bonus, M.L. Welfare Charges, ESIC, Paid Holidays etc. to the semi-skilled/skilled workers from time to time throughout the tenure of contract in the presence of the representative of the Director of the Centre. The Contractor shall pay wages to the workers employed by the Contractor latest by 10<sup>th</sup> of every month as the case may be every month by cheque/Bank Transfer/ECS/RTGS etc along with payment slip as per Central Labour Enforcement Authority and will be reimbursed to the contractor on submission of bills along with supporting documents. The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Institute on submission of proof for having paid if any.
5. The contractor's has to make a relieving pool of around 20% daily wage workers to replace them with absentees. These workers has to be paid as per minimum wages on their actual attendance.

6. **Uniform:** -The contractor shall provide uniform to each worker as mentioned below:

Sr. No.	Particulars of Uniforms for Men	For Women
1.	2 shirts & 02 pants to each male worker	02 sarees and 02 blouse
2.	01 pair of Shoes	01 pair of sandals
3.	Contract staff will be provided with rain-coats, gumboots, caps by the contractor well in advance before rainy season	

7. The contractor must issue uniforms to each workers within 30 days from the award of contract in consultation/approval of Institute Authorities after showing the sample. The cost of such uniform (up to Rs. 3,800/- per person/year) will be reimbursable to the contractor as may be mutually agreed after the submission of invoice/Challan thereof. The above cost of uniforms will be valid for 01 year (if extended for 2<sup>nd</sup> years) however, which can be revised for 3<sup>rd</sup> year of contract, on mutually agreed rates (if contract is extended for 3<sup>rd</sup> year). The uniforms sets shall be issued to the workers on yearly basis.

8. Non - wearing of uniform, ID- card by the staff deployed by contractor at the ACTREC shall not be acceptable and a fine up to Rs. 100/- per for uniform & Rs. 50/- for ID-cards per day per person can be levied.
9. **Attendance :-** The Contractor shall ensure and arrange for taking daily attendance in shifts of his workers using biometric /electronic system, as may be acceptable by the Director of the Centre who will provide the space and electricity for the use of equipment for attendance recording. The contractor will ensure daily in and out attendance with time.
10. Disciplinary action shall be initiated by the contractor against the staff engaged by the contractor for their non-compliance of work, indecent behavior etc.
11. 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.
12. A bidder debarred under the aforesaid 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.
13. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by then Centre, for a period not exceeding two years. If it determines that the bidders has breached the code of integrity.
14. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
15. The resultant contract will be interpreted under Indian Laws. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Director, TMC or any other officer nominated by the Director TMC for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the center and shall not have any objection in this regards. The proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996 and amendment thereof. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.
16. 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.

**C) REPORT:-**

1. The contractor or his representative shall daily report to Officer nominated by the Director, ACTREC to supervise the work under the contract and take instructions every day from him for the work on a book / register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked. The Supervisor of the contractor will provide details of daily absenteeism of regular worker as well as replacement provided.
2. The Contractor shall prepare a schedule of the works to be carried out in the areas of works allotted before commencement of actual works.

3. The Contractor / his representative should all the time be available at work site during the course of his work.

**D) PAYMENT CONDITIONS:**

1. The Contractor should submit all the bills on printed forms, duly signed and pre-receipted with complete documents before 10<sup>th</sup> day of every month in respect of claim for the preceding month with the certificate for execution of the work satisfaction. This certificate will be recorded by the respective Officers nominated by the Director, ACTREC for payment. The Officer on the receipt of the bill along with certificates, will check the work record and thereafter process the bill for payment.
2. In case any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 10<sup>th</sup> of every month as the case may be under the law of the country. The contractor shall not stop the payment of salary on account of delays not attributed to the engaged OR non clearance of bills from ACTREC for 3 months. Penalty of Rs.10,000/ per day will be imposed if the contractor fails to pay the salary by 10<sup>th</sup> of every month .
3. Payment of Bills will be made on actuals only after submission of complete documents every month as follows :-

- Tax Invoice
- Attendance Sheet (Biometric)
- Acquaintances (Salary Statement)
- NEFT/ Bank Transfer (With UTR no. / Cheque Statement)
- EPF - Challan Copy
- EPF – ECR Uploaded Copy
- ESIC – Challan Copy
- ESIC – ECR Copy
- Professional Tax Challan Copy
- Goods & GST Tax Challan Copy
- MLWF – Challan Copy
- Form “XXI” Register of Fines
- Form “XX” Register of Damage and Loss
- Register of Incidence
- Labour License
- Annexure –X

4. Permissible taxes such as TDS or any other taxes will be deducted from the bills and certificate will be issued by the Centre.
5. Penalty: Contractor has to pay the wages to employees by 10<sup>th</sup> of every month. If the contractor fails to do so, then TMC-ACTREC reserves the right to impose penalty of Rs. 10,000/- for each day

**E) VALIDITY: -**

The tendered offer must remain valid at least for a period of 180 days from the date of the opening of the tender. The rates quoted by the contractor once accepted shall be valid for the entire period of contract.

**F) COMMENCEMENT OF WORK: -**

1. The Contractor will be required to commence the contract and deploy manpower as per the requirement of the Institute to resume the work within seven (07) days from the date of award date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven (07) days from the date of acceptance of the tender or issue of the work order, the ACTREC at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

**G) CANCELLATION OF CONTRACT: -**

1. Notwithstanding any other provisions made in the contract, the ACTREC reserves the absolute right to terminate the contract after giving one months' notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the ACTREC shall be forfeited without any claim whatsoever on ACTREC.
3. 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.
4. A bidder debarred under clause 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.
5. The centre may debar a bidder or any of its successor from participating in any Tendering process undertaken by then Centre, for a period not exceeding two years. If it determines that the bidders has breached the code of integrity.
6. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
7. The resulted contract will be interrupted under Indian Laws.
  - a. 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 regard. The proceeding before the arbitrator could be an employee of the centre and shall not have any objection in this regard. The proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996 and amendment thereof. The place of seating of arbitration shall be at Raigad, Panvel and cost of arbitration shall be shared equally by both parties.
8. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice form ACTREC, TMC (or takes longer period in spite of what TMC may authorize in writing), ACTREC, TMC may terminate the contract/work order in whole or in part. In addition to above, TMC may at its discretion transfer upon such terms and in such a manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to

compensate ACTREC, TMC for any extra expenditure involved towards support service to complete the scope of work totally.

9. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
  - a. It should also be 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.

### **SCOPE OF THE WORK**

The contractor has to provide Security Services for Project Office and Research Unit in Donvat Khopoli, On Contract Basis.

Terms and Conditions for Security Services:

1. In case of acceptance of the offer the tenderer should note that they will be posting trained security guards with clean and impressive uniforms.
2. Posting of the security staff at Khopoli shall be on round the clock duty and security guards, supervisors and an office in charge are required to be deputed for duty. Depending on requirement a few lady security guards may be required to be deployed at a later date.
3. The contractor shall be responsible for the wages and service conditions and terms extended by the contractor to his workmen and shall in that connection maintain requisite records and comply with all laws/enactments rules and regulations and orders applicable to the contract employees in general and in particular laws/enactments, rules and regulations and orders dealing with employment of security personnel, payment of workmen compensation, contributions under PF, payment of minimum wages and such other applicable enactments from time to time. The contractor shall be responsible and liable for any legal obligations or liabilities arising out of this contract.
4. Guards posted at the site should have minimum education qualification of 12<sup>th</sup> standard passed, and be well disciplined, honest and trained in security matters and should have excellent background of intelligence who can handle all types of situation with quick and effective decisions. Guards shall maintain smart turnout and present impressive look. They should have physical requirements as provided under the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981.
5. All guards will perform 8.5 hours duty per day and 48 hours in a week. Duty will be performed on round the clock basis. Attendance of each guard should be submitted on separate sheet. The tenderer will be responsible for security of the entire complex.
6. Tenderer will supply the required consumables/contingent items to their guards to enable them to perform effective duty.
7. Tenderer will maintain gate register, fire register, vehicle register, visitor's register, key register, gate pass register and any other register as per requirement, from time to time.
8. The guards will maintain vigil against the trespassers not only at the gate but along the boundaries also by patrolling.
9. Tenderers will observe all rules and regulations contemplated in the prevailing labour laws and furnish returns to the appropriate authority as per the requirement of the law.
10. In the event of local problems arising out of the contract and while discharging the duties at the site the tenderer will deal with them appropriately and he will not bring TMC-ACTREC on the scene for such matters. To attend to any emergency including fire, commotion, law and order problems the tenderer shall deploy additional force to deal with such situation.
11. Tenderer will control and regulate the movements of workers, outsiders etc. at the site.

12. Tenderer will maintain liaison with local police / law and order maintaining authorities.
13. Tenderer will protect the site from encroachment and also ensure that no damage is caused to the compound wall / grills, plantations, project house, guard house and other buildings and installations existing and which may come up in course of time.
14. The contractor shall provide the following specific services and carry out the following specific tasks for the Centre.
  - a. Collect intelligence, assess threats to security, law and order and orderly conduct of Centre work and based on this assessment take suitable steps, measures and adopt systems to counter these with prior approval of the Centre.
  - b. The contractor will be responsible to guard and protect all moveable's and immovable property, and material belonging to the Centre and its employees residing in the Centre campus and also property, goods and materials in temporary custody of the Centre.
  - c. The contractor will guard the cash in possession of the Centre.
  - d. The contractor will provide security escorts whenever specifically asked by the Centre for escorting and protecting Centre, employees, vehicles, cash and property being sent out of the Centre.
  - e. The contractor shall carry out surveillance, detect and prevent any willful damage, injury and loss to the Centre's property, goods and materials and provide timely warning.
  - f. The contractor shall protect the Centre's employees from physical assault, use of criminal force, threats, intimidation and obstruction in discharge of their official duties by miscreants, mobs and misguided elements from the public.
  - g. The contractor shall regulate and control the conduct of the public, the patients and the Centre's employees without use of force inside the Centre campus so as to enforce Centre's rules, regulations and orders promulgated with the purpose of efficient and orderly conduct of Centre's work, patient care, protection of Centre's property and maintaining a high standard of hygiene and sanitation.
  - h. To prevent, detect and evict or remove all unauthorized/illegal occupation and trespass on Centre's land and premises.
  - i. To prevent and remove all unauthorized posters, hoardings, paintings, markings, defacing on the surface of Centre's building, roads and walls or any other unauthorized place.
  - j. The contractor shall prevent unauthorized visitors from visiting and evict them from areas, buildings, rooms and offices declared prohibited by Centre for visitors or where timings are fixed for the visitors if found after visiting hours.
  - k. To check all vehicles going out of the Centre to ensure that no goods, material, assets, baggage's other than the personal belongings of employees are taken out of the campus without a valid gate pass by a person authorized by the Centre to do so.
  - l. To ensure that no goods, materials, documents, machine, equipment or baggage is taken out or allowed to enter the Centre's hospital/central stores and administrative block without a valid permit issued by a person authorized to do so by the Centre.
  - m. To ensure that goods declared contraband by the Centre or the Government are not allowed to be brought inside the Centre's campus.
  - n. To prevent the public and the Centre's employees and their dependents from committing any nuisance, obscenity and acts to damage and cut-trees, gardens and plantations inside the Centre's campus.
  - o. To prevent anti-social elements, criminals from entering, operating and committing criminal offences inside the campus, apprehend them and hand them over to the police.



- p. To prevent breach of peace and assist the police in maintaining law and order inside the Centre's campus.
  - q. To control vehicular traffic inside the campus and ensure orderly parking in the specified parking space of all vehicles.
  - r. The contractor shall be responsible for safe custody of keys maintained with key boards of control room/administrative block and ensure proper control at the time of issuance/deposits.
  - s. The contractor will render help in firefighting with his manpower deployed for security duties inside the campus.
  - t. The contractor shall provide additional security guards for additional tasks whenever called on to do so by the Centre on short notice.
  - u. The contractor shall carry out surveillance and collect intelligence regarding any criminal activity, anti-Centre activity within Centre campus, likelihood of strikes, gheraos, bandhs or breach of law and order and provide information and warning to the competent authorities of the Centre by written report to be rendered every week by the officer-in-charges of the contractor and if required orally every day.
  - v. To ensure there is no PANMASALA spitting in the campus and in buildings. In case the security personnel catches any person spitting he will report immediately to the in-charge designated for the purpose and ensure immediate payment of fine by proper receipt. In case spitting is found in the premises, buildings and security personnel have failed to recover the fine the same shall be charged from the contract or Rs.500/- per day.
  - w. The security personnel on duty shall ensure parking of vehicles only on parking stand. For each vehicle parked in places not provided for the same, fine at the rate of Rs.50/- per vehicle would be charged from the contractor.
  - x. To ensure Centre's premises from stray animals.
15. The issues like discipline, conduct etc. is the sole jurisdiction of contractor and contractor shall take immediate and suitable steps to ensure that lapses in discharge of security functions, if any, when brought to its notice, are immediately corrected/removed.
16. Contractor shall take all reasonable steps to ensure that no theft, pilferage or untoward incidents take place in the area or installation under the charge of its security personnel. In the case of any such untoward incidence, representatives of the client shall register FIR with the local police station. Contractor shall follow the case towards its logical conclusion.
17. In the case of such loss/theft, contractor shall conduct enquiry against its personnel and take necessary disciplinary action and corrective measures. However, contractor shall not be liable and cannot indemnify the client for the loss arising out of acts of theft, pilferages, arson or damages.
18. The deployment of manpower shall be in the limitation of all the prevailing laws and rules made by the government from time to time.
19. Contractor alone shall be responsible to settle the legal dues of its security personnel on termination of their services by contractor and no liability will rest upon the client.
20. Contractor shall return all materials, equipment etc. provided by the client to its security personnel upon the completion/ termination of this contract

21. a) contractor agrees that it shall maintain all such records and registers that are required to be maintained as per the law, in respect of its personnel deployed under this agreement.
- b) An attendance register of security personnel shall be kept by contractor as well as by the client and between the last 5 days of every month, the same shall be reconciled by the officers of the client with the officers of contractor and by the end of each month, the same will be reconciled to avoid any differences or variations in the invoices to be raised by contractor.
22. No. party shall disclose any information to any third party concerning the matter of this agreement. Any proprietary information viz pipeline layout, production/storage, to be contained in reports or disclosed by one party to other party and all the information shall be kept strictly confidential by the receiving party, and shall not be disclosed to any third party without prior written consent of the original disclosing party.
23. It is understood between the parties that services provided by contractor to the client organization are purely on contract basis, and personnel thus provided shall always remain employees of contract.

### **Manpower Details**

The contractor shall provide the following manpower for Security Services for Project Office and Research Unit in Donvat Khopoli on Contract Basis

<b>Manpower Distribution</b>	
Security Guard	3 + (1 Reliver Extra Guard)

**ACCEPTANCE**

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

Signature of the Contractor Seal

Name of authorized person

Name of the firm

Address for correspondence

Date:

*(To be given on the Letter head of Bankers)*

**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:

## Annexure –I

### Manpower Requirement/Qualification & Their Salary Emoluments

<i>Sr. No.</i>	<i>Category</i>	<i>Total No. of Posts</i>	<i>Education Qualification/ Experience Age</i>	<i>Consolidated Gross Remuneration</i>	<i>Maximum Estimated Value of Work (Exclusive GST)</i>
<i>1.</i>	<i>Security Guard</i>	<i>03 + (01 Reliver Extra Guard)</i>	<i>12<sup>th</sup> Passed and should have experience in similar field</i>	<i>Rs. 19,214/-</i>	<i>Rs. 9,00,000/- (Rupees Nine Lakhs Only)</i>

## **AGREEMENT**

This deed of agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Five at Mumbai \_\_\_\_\_ BETWEEN \_\_\_\_\_ through its \_\_\_\_\_ having its registered office \_\_\_\_\_. Which expression shall include its successors / assignees hereinafter called the supplier of the one part

AND

**The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC), of Tata Memorial Centre (TMC)** A grant in -aid Institute under the Department of Atomic Energy, Govt. of India is a society incorporated under the Societies Registration Act 1860 having its registered office at Parel, Mumbai and branch at sector-22, Kharghar, Navi Mumbai -410210 represented by the Director on the authority of the Society on the second part.

WHEREAS, the second party published notice inviting tenders for providing housekeeping services/work at ACTREC, Kharghar, Navi Mumbai-410210

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:

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. The tenure of the present agreement shall be for 1 year starting from 01<sup>st</sup> June, 2025 To 31<sup>st</sup> May, 2026 which can be further (Extendable by Two Year Subject to Satisfactory Performance)
3. 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.
4. 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.
5. 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.

6. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. 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.
7. 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 and work order shall be construed as the part of this agreement.
8. 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.
9. 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.
10. 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 manpower cost together with damages as may be occurred on actual basis.

IN WITNESS whereof, the first party - contractor 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. \_\_\_\_\_



**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 /PSU/Semi-Government 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**

**PROFORMA**

To,  
Director  
ACTREC  
Sec-22, Kharghar,  
Navi Mumbai 410210

**Subject: Providing Manpower Services on Contract Basis**

Sir,

The undersigned have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

**Correspondence Details:**

- 1) Name of the Company
- 2) Address of the Company
- 3) Name of the contact person to whom all references shall be made
- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) PAN and GST details
- 6) Telephone (with STD Code)
  - a. E-mail of the contract person
  - b. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid: -

**MINIMUM ELIGIBILITY**

The details in respect of the company are given as under:-

- a. Name of the Company
- b. Year of Registration/Incorporation
- c. Number of Employees as on 31/03/2024
- d. Annual Turnover from providing manpower

Yours faithfully,

(Signature of Authorized Person)

Place \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Designation \_\_\_\_\_

Business Address \_\_\_\_\_ Seal \_\_\_\_\_

Witness with Signature

1) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM OF BID SECURITY DECLARATION (EMD)  
DECLARATION SHOULD BE ON LETTER HEAD WITH SIGNATURE AND SEAL OF  
COMPETENT AUTHORITY.**

Date: [insert date (as day, month and year)]

To,

Director,  
TATA MEMORIAL CENTRE – ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, NAVI MUMBAI 410 210.

Tender No. \_\_\_\_\_.]

I/we have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract for the period of time of **3 years** , if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the tender; or

(b) having been notified of the acceptance of our Bid during the period of bid validity,

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security

Purchaser will be at liberty to accept anyone or more of the items of stores offered by us and I/We shall be bound to supply the stores as may be specified in the purchase order / contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]

**PRIOR EXPERIENCE**

**(Using the format below, provide information in respect of each Organization for whom manpower was provided by the company during the last Three years)**

- 1) Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
- 2) Type of manpower provided and their number.

**Yours faithfully**

**(Signature of Authorized Person)**

Place \_\_\_\_\_ Name \_\_\_\_\_  
Date \_\_\_\_\_ Designation \_\_\_\_\_  
Business Address \_\_\_\_\_ Seal \_\_\_\_\_

**Witness with Signature**

**1) Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Annexure- VI**

***(Bidders are advised to fill details of the experience in the given column)***

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST THREE YEARS  
ENDING LAST DAY OF THE MONTH**

<b>Sr. No.</b>	<b>Name of work and location</b>	<b>Owner or sponsoring organization</b>	<b>Cost of work in crores of rupees</b>	<b>Date of commencement as per contract</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8

**Signature of the Bidder**

Bidders are advised to enclosed proofs (work completion certificates/performance certificates/ experience certificates with clear dates of start of work and its completion along with work orders, contracts/agreement/purchase orders in support of their claimed experienced.

**LETTER OF AUTHORIZATION**

I, Mr. \_\_\_\_\_ Chairman / Managing Director / President / Vice-President / General Manager hereby certify and declare that M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ is an organization dealing for providing services of manpower which is meant for scientific use for research / diagnostic / treatment and having business operations in India.

It is also certified that our representation and operations in India is done & executed by M/s. \_\_\_\_\_ which is a organization constituted under the provisions of \_\_\_\_\_ and having their registered office at \_\_\_\_\_ who has been fully authorized by us to act as our representative in whole or part of India to deal, undertake, participate in the business proceedings, quote rate for providing manpower together with non-consumables and procure orders to pass to us on such rates and conditions as may be negotiated by them for and on behalf of us. They have also been authorized to negotiate the rate for allowing special discount to the Institute.

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

**Date:**

**SECTION-10 (i): FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)**

In consideration of the Director TMC-ACTREC having agreed under the terms and conditions of Letter of Intents / Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ And \_\_\_\_\_ (Hereinafter called “the said Contractors”) for the Work \_\_\_\_\_ (hereinafter called “ the said Letter of Intent / Agreement”) having agreed to production of a irrevocable bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), as a security / guarantee from the contractors) for Compliance of his obligations In accordance with the terms and conditions in the said agreement, we \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the TMC-ACTREC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the TMC-ACTREC We \_\_\_\_\_ (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TMC-ACTREC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractors). Any such demand made on the bank shaft be conclusive as regards die amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, the said bank, further undertake to pay to the TMC-ACTREC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating hereto. Our (liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractors shall have no claim against us for making such payment.

We \_\_\_\_\_ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that It shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractors) and accordingly discharges this guarantee.

We \_\_\_\_\_ (indicate the name of Bank) further agree with the Director, TMC that the TMC shall have the fullest liberty without our consent and without affecting In any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement ^r to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractors) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TMC or any Indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors).

We, \_\_\_\_\_ (Indicate the name of Bank) lastly undertake not to revoke this guarantee Except with the previous consent of the TMC-ACTREC in writing.

This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand. Notwithstanding Anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us



within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the \_\_\_\_\_ day of..... for \_\_\_\_\_ (indicate the name of Bank)

\* \* \*

(Note: The Letter of intent shall form part of the Agreement)

**(To be given on Official Letter Head of the Bidder)**  
**PAYMENT OF WAGES**  
**UNDERTAKING**

I, the undersigned hereby declare on behalf of

M/s. \_\_\_\_\_,

That as per the Payment of Wages ACT 1936 I shall pay the wages to our employees deployed at TMC - ACTREC by 10th of every month. Salary will not be stopped or kept on hold on account of delays from TMC due to Administrative reasons or non-clearance of Bills upto a maximum period of 3 months.

Penalty of Rs. 10,000/- per day shall be deducted from the monthly Bills.

**Place:** \_\_\_\_\_

**(Signature & Seal of the Tenderer)**

**To be given on the letterhead of the Agency**

Annexure to Bill No. \_\_\_\_\_ dated \_\_\_\_\_

To,  
Director,  
TATA MEMORIAL CENTRE – ACTREC  
Plot No. 1 & 2, Sector 22,  
Kharghar, NAVI MUMBAI 410 210.

**Sub: Certificate**

Dear Sir,

This is to certify that,

1. The present Claim is submitted for the first time for the month of \_\_\_\_\_ .
2. The amount is claimed for the first time & that there shall not be any claim for the same work in future.
3. The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference/Work Order No. \_\_\_\_\_  
Dated \_\_\_\_\_.
4. The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by TMC, has been made to the concerned employee as per the terms and conditions. The rate is not less than the prescribed charges made applicable by the State of Maharashtra/Government of India (As per minimum wage Act) for which they have been deployed.
5. We hereby declare that the EPF contribution of employee and employer has been deposited to the EPF Account No. \_\_\_\_\_ for amount of \_\_\_\_\_ on \_\_\_\_\_ for the month of \_\_\_\_\_.
6. We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No. \_\_\_\_\_ in \_\_\_\_\_ vide Challan No. \_\_\_\_\_ for amount of \_\_\_\_\_ on \_\_\_\_\_ for the month of \_\_\_\_\_.
7. Further, certified that the TMC shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medical etc., whereas our company will be held responsible.
8. Our company will be responsible for any dispute which might arise between the workmen and our company, TMC will not be held responsible.
9. We hereby undertake to reimburse to TMC, any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.
10. We hereby declare that GST Tax charged on total bill amount deposited and credited to Government account. TMC - ACTREC will not be responsible or liable for payment of GST Tax in respect of such bill or Services under reverse mechanism as GST Tax Act.

**For** \_\_\_\_\_

**AUTHORISED SIGNATORY**

## **PRICE SCHEDULE**

**Name of Work: TENDER FOR PROVIDING SECURITY SERVICES FOR PROJECT OFFICE AND RESEARCH UNIT IN DONVAT KHOPOLI, ON CONTRACT BASIS FOR ONE YEAR**

**Tender Ref No.: -TMC/ACTREC/ADMIN/Security/2850/2025**

**Name of the Bidder/ Bidding Firm / Company:**

<b>Sl.No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Service Charges (In Percentage % Only)</b>	<b>TOTAL AMOUNT In Words</b>
1	<b>Manpower Services</b>				
1.01	The Service Charges for Security Guard	3.000	Nos		