



Tata Memorial Centre
Advanced Centre for Treatment, Research and Education in Cancer
Sector-22, Kharghar, Navi Mumbai – 410210
(A Grant-in-aid Institute under Department of Atomic Energy, Government of India)
www.actrec.gov.in, ph. 022-27405000, Ext-5141, 5551

No. ACTREC/Admin/Condemn./2022/3602

Date: 07th June, 2022

To,

.....
.....
.....
.....

Sub: - Inviting sealed Tenders/ quotation for Disposal of waste of routine scrap material (other than capital items/equipment) on annual contract basis ON AS IS WHEREAS IS BASIS.

Dear Sir,

I am directed to invite you to kindly quote your rates/offer in a sealed cover super scribing top with quotation schedule duly signed/stamped for lifting of scrap items as listed in the Annexure-A, B, C, and D latest by 01.00 pm up to 28th June, 2022.

Please contact on phone no. 022-27405335, 5551, and 5141. The sealed tender/quotation will be opened on same day at 03.00 pm.

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

Thanking you,

Sincerely Yours

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



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Advanced Centre for Treatment, Research and Education in Cancer
Sector-22, Kharghar, Navi Mumbai – 410210
(A Grant-in-aid Institute under Department of Atomic Energy, Government of India)
www.actrec.gov.in, ph.022-27405000, Ext-5551

No. ACTREC/Admin/Condemn./2022/3602

Date: 07th June, 2022

Sub: - Tender/ quotation for Disposal of waste of routine scrap material (other than capital items/equipment) on annual contract “ON AS IS WHERE IS BASIS” for the period of ONE year from 1st August, 2022 to 31st July, 2023 (extendable for one more years subject to satisfactory performance).

Sealed Tenders /offers are invited from bidders for quoting of rates for removal /lifting of the scrap material and condemned items.

Sr. No.	Name of Work	Approx. cost(Rs.) Per annum	EMD(Rs.) Refundable
1	Local Scrap Tender at ACTREC,	5,00,000/-	10,000/-

Contact person

:-Shri. S. A. Anavkar, Jr. Administrative Officer (EM)

Tender document can be downloaded from ACTREC Website- www.actrec.gov.in from 07th June, 2022

Critical date sheet:

Published Date	07 th June, 2022
Bid Document download/sale start date	07 th June, 2022
Bid Submission Place	Room no.318, Administration, 3 rd floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai - 410210
Bid Submission end date	28 th June, 2022 up to 1.00 pm
Bid Opening date	28 th June, 2022 at 3.00 pm

**(S. A. Anavkar)
Jr. Admin. Officer (EM)**

Tender acceptance letter

Date: _____

To,
The Director,
ACTREC, Sector 22,
Kharghar, Navi Mumbai-410210

Sub: Acceptance of terms and conditions
Tender Ref: ACTREC/Admin/Condemn./2022/3602

Name of Tender/Work

Tender/ quotation for Disposal of waste of routine scrap material (other than capital items/equipment) on annual contract "ON AS IS WHERE IS BASIS" for the period of ONE year (extendable for one more year subject to satisfactory performance).

Dear Sir/Ma'am,

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

Your Faithfully

Signature and Rubber stamp

Instruction to the Bidder:

Bidders are requested to take note of the following instructions while filling the tender form for submission of their offer.

1. Bidders should ensure that the tender should be in complete in all respect should be sealed in a cover/envelop of suitable size which should be super scribed with tender reference no. and name of the work/service.
2. The tender should read the general terms and conditions and take note of them and give their acceptance to that effect.
3. The bidder should ensure that the amount written in such a way that interpolation is not possible. No blank space should be left.
4. Failure to full fill any of the conditions shall render the bidder for rejection.
5. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
6. The bidders are advice to carefully understand the documents required to be submitted as part of the bid. Please note the no. of documents have to be submitted. Any deviation from these may lead to rejection of the bids.
7. The bidder is also advice to ensure that all the tender documents are signed by the authorized person and rubber stamp should be affixed wherever asked for.
8. The Offer should be submitted within the schedule time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be Condon and such delay offers received late shall be liable for rejection.
9. The director ACTREC reserves the right of cancellation, adding, reducing, deferring the tender in total or partially without assigning any reason there of and claim in this behalf shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the EMD without any payment of interested within reasonable time.

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

Signature & date

Name of the Bidder

Rubber Stamp

General Terms and Conditions

1. **Sealed Tenders/ offers are invited for and behalf of Director ACTREC for Disposal of waste of routine scrap material (other than capital items/equipment) on annual contract "ON AS IS WHERE IS BASIS" without any guarantee of measurement, weight and quantity.**
2. **Period of contract:** - The contract will be initially for a period of One year from **01st August, 2022 to 31st July, 2023**, extendable for another one year subject to satisfactory performance on same rates terms & conditions.
3. EMD of **Rs.10,000/- (TEN THOUSAND ONLY)** must be paid by DD/PO in favour of **TMC ACTREC** payable at Navi Mumbai. The Earnest money of the firms whose quotation are not accepted shall be released after the award of the contract to the successful bidder. In any case on or before the 30 days after the award of the contract. EMD of successful bidder shall be retained by the Centre as a Performance security deposit and will be refunded after completion of contract, after adjustment of all dues, if any.
4. The rates if accepted for lifting of the scrap material will be applicable for the one year. The bids are invited for the whole and no bid would be accepted for any part of the same. The **list of the scrap material is given in the Annexure -'A', 'B' C and D**. The rates must be quoted in Indian rupees in the Annexure- 'A', 'B' and C and D.
5. The tender shall be valid for 90 days from the date of opening of the tender.
6. The successful bidder shall enter into the contract/agreement consisting of terms and conditions laid down herein. With the center on a non-judicial stamp paper of appropriate value after the award of contract.
7. Tender received without Earnest Money Deposit (EMD) will be summarily rejected.
8. If the firm is found violating any of the terms and conditions of the contract or the contractor's service is found unsatisfactory, Performance Security Money will be forfeited.
9. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before sending the quotation, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office. Tender acceptance Letter is annexed with tender notice.
10. The rates should be quoted in figures in **Annexure-'A', 'B','C' and 'D'** for each of the individual scrap Items. The quote/price shall be offered for all the items of Annexure-'A', 'B' 'C' and D. **excluding of GST & TCS. This will be as per rule and over and above the quoted rates.** In case the rates are not quoted of any items the tender will be liable to be rejected. The contractor/bidder has to pay additional taxes (if any) as applicable under rules. Any overwriting or erasing in the figure shall not be considered for acceptance of the rates offered by the bidder. If the bidder do not fill the quotes or it is incomplete in the respective columns of annexure 'A', 'B', 'C' and 'D' the tender is liable to be rejected.

11. **The financial offer of highest rates of the basic rates will be evaluated.** The bidder must note that the basis of evaluation of tenders of financial bids/offers would be based on the following weightage criteria for consideration of H1.

Annexure A	Sr. No.1-14	50% Weightage of the quoted value
Annexure B	Sr. No. 15-24	20% Weightage of the quoted value
Annexure C	Sr. No. 25-29	20% Weightage of the quoted value
Annexure D	Sr. No. 30-34	10% Weightage of the quoted value

12. The bidder must note that contract shall be awarded to the highest evaluated bidder whose bid has been found to be responsive and whose is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the corresponding bidding document.
13. **Scrap disposed to the contractor shall not be taken back by TMC-ACTREC under any circumstances.**
14. The contractor has to make his own arrangements for lifting & removal of scrap material **once in a week or as & when requirement of the center** with gate out pass from ACTREC campus after full payment and **if contractor fails to lift the material once in a week or as & when requirement of the center a penalty of Rs. 1000/- per day may be imposed.** Contractor shall make his own arrangement of manpower, material, transportation, etc for removal and lifting of scrap material. Failing to do so, necessary action will be taken by Centre.
15. **The Centre may terminate the contract by giving notice of one month.** If the contractor wishes to discontinue the contract, he should give 03 months notice in writing.
16. Incase if contractor fails to remove and lift the scrap material within the time limit center will take strict action or penalty.
17. The weighing of the material will be made by the disposal committee/Authorized Officer or Jr. AO (EM).
18. Bidders are advised to visit the ACTREC campus to see work and location before submitting the tender.
19. Centre will not be responsible in any manner for items which have been declared for disposal by the Institute and in case they are reused by the contractor, he will be responsible for all the consequential effects if any, Contractor is advised not to try to reuse any of the items in any way except scrap.
20. No unauthorized person will be allowed to lift out material.

21. No subcontractor will be allowed to enter into contract during the rate contract period. Any tax liabilities will be on contractor's part and the centre will not be responsible in any manner.
22. Final decision as may be taken by the Director of the Institute in case of dispute, If any between the contractor and the disposing officer shall be analyzed by him/her and his order will be binding on both the parties.
23. Rules of conduct will be observed by contractor's workers while collecting the scrap.
24. The total cost of the scrap material at the approved rates shall be deposited with cashier of the Institute in cash or by demand draft before taking the material out of the gate of the Institute.
25. Quotation in sealed envelopes marked as **"Tender/ quotation for Disposal of waste of routine scrap material (other than capital items/equipment) on annual contract basis ON AS IS WHERE IS BASIS for the period of ONE year."** And extendable for one more years if performance found satisfactory along with the tender notice no. **ACTREC/Admin/Condemn./2022/3602** should be addressed to the Sr. Administrative Officer, 3rd floor, Advanced Centre for Treatment, Research and Education in Cancer, Sector-22, Kharghar, Navi Mumbai – 410210 and must be submitted by the due date and time in the room no.318, 3rd floor, PS building of the Institute.
26. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
27. **Incomplete and unsigned quotations are liable to be rejected.**
28. **Each page of the tender should be signed /stamped by the bidder(s).**
29. It is mandatory for the bidder to provide self-attested copies of documents as given below for qualifying this tender.
 - a) **Address Proof** (Voter –I card/ Aadhar card/ Electricity bill/ Telephone bill or any other documents etc.)
 - b) **Income Tax PAN no.**
 - c) **License under Bombay/Maharashtra Shop/Establishment Act**
 - d) **GST (Goods and services Tax) registration no.**
 - e) **3 years' work experience requires of similar works.**
30. **Incase Government/Local body/Municipal Corporation notifies any new tax during the currency/period of contract the same shall be implemented & liability of payment of tax will be on contactor or bidder.**
31. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
32. Contractor should take precautionary measures for the labour against any injury or death that may happen during the work. ACTREC shall not be held liable for the same in any manner.

33. Other unspecified items/ scrap material which may be negotiated/ suggested at the time of disposal by the committee and rates mutually agreed thereto.
34. All Micro-Small & Medium Enterprises Units (MSME) registered with National Small Industries Corporation (NSIC)/KVIC, coir board or Directorate of industries or any other designated authority as notified by the Central Government will be exempted from paying Tender Fee, Earnest Money Deposit (EMD) etc. as applicable under policies or rules of Government of India. Proofs must be enclosed.
35. 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 Panel Court 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.
36. A bidder debarred under clause no. 35 or any successor of the bidder shall not be participate in a tendering process of this center for a period not exceeding three years commencing from the date of debarment.
37. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by it, for a period not exceeding one year. If it determines that the bidder has breached the code of integrity.
38. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
39. The resultant contract will be interpreted under Indian Laws.
40. 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 regard. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
41. An undertaking (self-certificate) on stamp paper that the bidder hasn't 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.
42. The center reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

I hereby accept all terms and conditions above.

Signature and rubber stamp of bidder

Annexure A (Weightage 50%)

Sr. No.	Item Description	Unit	Quote Price
1	News Papers (All types), Magazines etc.	Kg	
2	Shredding Paper / mix of white all colours and of all thickness complete		
2	Old books Registers /Files /folders and all stationeries etc.		
4	Empty Plain Card Board Boxes of diff. sizes, shapes etc. (brown/ white colour) from small to big (corrugated boxes)		
5	Miscellaneous broken Glass Scrap, broken bottles , sheet glass 4mm to 12mm in all sizes		
6	Broken switches, electrical switch board, fan regulators, plug, sockets etc.		
7	Fused bulbs (CFL, ordinary bulbs , tube lights of all types		
8	Empty Gunny bags (Large and Small)		
9	Wooden santlilng , stripes, pieces , logs, pattis, ply, teak wood etc. of various sizes, packing material (Indian/ Imported) of all types of misc. items		
10	Condemned cotton/Foam/Coir Mattresses with or without cover complete		
11	Old cartridge / rollers etc. of all sizes and make		
12	Wax Blocks of all sizes, shapes complete		
13	Tyres per KG		
14	Used Oil (Machine)		

Signature and rubber stamp of bidder

Annexure B (Weightage 20%)

Sr. No.	Item Description	Unit	Quote Price
15	Broken Cast Iron Pipes including collar, bend, bracket etc.	kg	
16	Stainless steel (nonmagnetic) vessels , angles , bracket, utensil, drums, angles etc.		
17	G . I. A/c ducting including collar, bends, galvanized sheets etc.		
18	Old M.S. / G. I. pipes (Assorted length & Sizes) including all fitting etc.		
19	Broken Aluminum Wire Pieces with PVC Insulation in pieces and full length complete including broken switches		
20	Old Battery		
21	Miscellaneous Aluminum Scraps, hollow pipes, soil Alum. (nonmagnetic, stripes, screws, false ceiling, runner, panels complete)		
22	Aluminum A/C filters		
23	Misc. copper scrapes, plates, stripes, sheets glass 4mm to 12mm in all sizes complete		
24	Miscellaneous brass scarps , plates, stripes, sheets, angles, pipes complete		

Signature and rubber stamp of bidder

Annexure C (Plastic waste, Weightage 20%)

Sr. No.	Item Description	Unit	Quote Price
25	Broken Hard Plastic, broken black or white colour cans including clear plastic of 5 liters to 20 liters	Kg	
26	Empty Plastic Containers /can (5 Ltrs) Black & White		
27	Miscellaneous plastic scrap, plates, stripes ,sheets, pipes etc.		
28	Empty plastic Oil tins of 15Ltrs		
29	Empty Plastic Containers of all types		

Signature and rubber stamp of bidder

Annexure D (Weightage 10%)

Sr. No.	Item Description	Unit	Quote Price
30	Condemned Cotton Pillows with or without cover complete	Kg	
31	Condemned cotton waste Linen Ragged White / Green / Blue/ toned / Soiled / etc. (all Colours)		
32	Condemned terricot waste Linen Ragged White / Green/ blue / toned / Solid / etc. (all colours)		
33	Condemned thick drill clothes / blankets (all colour)		
34	All types of glass bottles and other glass scraps		

Signature and rubber stamp of bidder

Name and Address of the registered firm/tenderer _____

Telephone/Mobile no. _____

Registration no:

Receipt no. Date.....

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

Signature of the Tenderer

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

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

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for the at Tata Memorial Centre ACTREC (Tata Memorial Centre), on terms and conditions set out inter alia in the work order contract/Award of contract no..... for a contract valued at Rs. (Rupeesonly) and whereas, clause_____ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at ACTREC, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

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

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.

AGREEMENT

This agreement is made on this _____ day of _____ 20_____ between through its _____ having its registered office _____, which expression shall include its successors / assignees hereinafter called the contractor of the one part AND The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) of Tata Memorial Centre (TMC) which is a society registered under the Societies Registration Act 1860 having its registered office at Parel, Mumbai and branch at sector-22, Kharghar, Navi Mumbai -410210 represented by the Director on the authority of the Society on the second part.

WHEREAS, the second party invited tenders for quoting of rates for removal /lifting of the scrap material and condemned items on rate contract basis-reg. at ACTREC, Kharghar, Navi Mumbai 410310.

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

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable contractor and letter of intent/award of contract no..... dated has been issued by the second party;

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

1. The first party shall abide by the general terms and conditions as have been stipulated in the tender for the lifting and removal of scrap/condemn material and agreed to commence the awarded work with effects to the given date and time services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
2. That the notice inviting tender, tender form, technical bid, and commercial bid together with schedule of quantity and specifications including general terms and conditions and letter of intent/award of contract shall be construed as the part of this contract/ agreement.
3. That the mode of payment & currency shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.
4. **Incase Government/Local body/Municipal Corporation notifies any new tax during the currency/period of contract the same shall be implemented & liability of payment of tax will be on contactor or bidder.**
5. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for removal and lifting of scrap material is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount or EMD or Performance Deposits / Guarantee including Bank Guarantee.

6. That the first party / contractor shall be responsible to make arrangement for alternate manpower in case his manpower 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.
7. Centre will not be responsible in any manner for items which have been declared to disposal by the Institute and in case they are reused by the contractor, he will be responsible for all the consequential effect if any, Contractor is advised not to try to reuse any of the items in any way except scrap.

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

First Party

Second Party

Witness: 1. _____

Witness: 1. _____

2. _____

2. _____

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

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 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