



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](http://www.actrec.gov.in), ph. 022-27405000, Ext- 5141.

No. ACTREC/Admin/Condemn./2019-20/3/7135

11<sup>th</sup> December, 2019

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

Sub:- Inviting sealed Tenders/ quotation for sale and disposal of obsolete Capital items / equipment with and without asset number 'As is where is basis' from ACTREC Kharghar.

Dear Sir,

I am directed to invite you to kindly quote your rates/offer in a sealed cover super scribing top with quotation schedule duly signed/stamped for sale of above mention items on 'AS IS WHEREAS IS BASIS' as listed in the Annexure-1 latest by 01.00 pm on 27<sup>th</sup> December, 2019.

Please contact on phone no. 022-27405000, and 5141. The sealed tender/quotation will be opened on same day 27<sup>th</sup> December, 2019 at 03.00 pm.

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

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

Thanking you,

Sincerely Yours

**Assist. Admin. Officer (EM)**



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[www.actrec.gov.in](http://www.actrec.gov.in), Ph.022-27405000, Ext- 5141.

No. ACTREC/Admin/Condemn./2019-20/3/7135

11<sup>th</sup> December, 2019

Sub:- Sealed Tenders/ quotation for sale and disposal of obsolete Capital items / equipment with and without asset number 'As is where is basis' from ACTREC Kharghar.

Sealed Tenders /offers are invited from bidders for quoting of rates for sale and disposal of the above mention items on 'AS IS WHEREAS IS BASIS'.

Contact person:-

**Shri. S. A. Anavkar, Asst. Admin. Officer (EM)**

Tender document can be downloaded from ACTREC Website- [www.actrec.gov.in](http://www.actrec.gov.in) from 11<sup>th</sup> December, 2019.

**Critical date sheet:**

Published Date	11 <sup>th</sup> December, 2019
Physical inspections of obsolete / condemned goods / equipment's by bidders	Date: 26 <sup>th</sup> December, 2019 at 11.00am
Bid Submission Place	Room no.318, Administration, 3 <sup>rd</sup> floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210
Bid Submission end date	27 <sup>th</sup> December, 2019 <b>up to 01.00 pm</b>
Bid Opening date	27 <sup>th</sup> December, 2019 <b>at 3.00 pm</b>

**Assist. Admin. Officer (EM)**

## **Tender acceptance letter**

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

To,  
The Director,  
ACTREC,  
Sector 22, Kharghar,  
Navi Mumbai-410 210

Sub: Acceptance of terms and conditions  
Tender Ref: ACTREC/Admin/Condemn./2019-20/3/7135

Name of Tender/Work

**Sealed Tenders/ quotation for sale and disposal of obsolete Capital items / equipment with and without asset number 'As is where basis' from ACTREC is.**

Dear Sir/Madam,

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

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

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

Signature

Name of the Bidder

Rubber Stamp

Date

### **General Terms and Conditions**

1. **Sealed Tenders/ quotation are invited for and behalf of Director ACTREC for sale and disposal of obsolete Capital items / equipment with and without asset number on 'As is where basis' from ACTREC Kharghar is.**
2. EMD of **Rs.3650/- (RUPEES THREE THOUSAND SIX HUNDRED FIFTY 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/work to the successful bidder. EMD/Bid securities of the unsuccessful bidder should be returned to them at the earliest after expiry of the final bid validity and latest on or before 30<sup>th</sup> day after the award of the contract/work.
3. The rates if accepted for sale and disposal of **obsolete Capital items / equipment with and without asset number on 'AS IS WHEREAS IS BASIS'**. The bids are invited for the whole and no bid would be accepted for any part of the same. The **list items are enclosed here with as Annexure –1.**
4. The tender shall be valid for 90 days from the date of opening of the tender.
5. **Tender received without Earnest Money Deposit (EMD) will be summarily rejected.**
6. If the firm is found violating any of the terms and conditions of the NIT or the contractor's service is found unsatisfactory, Earnest Money Deposits may be forfeited.
7. Bidders are requested to read and understand the terms and conditions of the tender mentioned in the foregoing paragraphs before submitting the quotation, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by this office. Tender acceptance Letter is annexed with tender notice.
8. The rates should be quoted in figures in Indian Rupees **Annexure- 1**. The quoted rates will be basic rates only over and above this Goods and Services Tax will be extra as applicable under rules. **In case the rates are not quoted in the Annexure- 1 the tender will be liable to be rejected.** Any overwriting or erasing in the figure shall not be considered for acceptance of the rates offered by the bidder. If the bidder do not fill the quotes or it is incomplete in the respective columns of **Annexure 1** the tender is liable to be rejected.
9. **The financial offer of highest rates will be considered.** The bidder must note that the basis of evaluation of tenders of financial bids/offers would be based on the following:  
The bidder must quote **lump sum** amount for items/equipment's in Annexure-1 and highest offer (excluding goods and services tax) on the total amount (Indicated at A) will be considered as H1 offer and the equipment's will be sold to bidder who has offered highest amount. The rates of GST will be communicated to the successful bidder in their work order on the basic price accordingly bidder has to pay to ACTREC basic rates plus applicable GST.
10. The bidder must note that work shall be awarded to the highest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the corresponding bidding document.
11. **Obsolete goods / equipment's disposed to the highest bidder shall not be taken back by TMC-ACTREC under any circumstances.**
12. The bidder has to make his own arrangements for sale & removal of obsolete goods / equipment's with gate out pass from ACTREC campus after full payment and **if contractor fails to lift the material within ten days a penalty of Rs. 500/- per day can be imposed.** Contractor shall make his own

arrangement of manpower, material, transportation, etc. for removal and sale of obsolete goods / equipment's. Failing to do so, necessary action will be taken by Centre.

13. In case if bidder fails to remove and lift the obsolete goods / equipment's within the time limit center will take strict action or penalty as per clause no. 12 or any action permissible under rules.
14. Bidders are advised to visit the ACTREC campus to see this obsolete goods / equipment's and location before submitting the tender.
15. Centre will not be responsible in any manner for items which have been declared for disposal by the Institute and in case they are reused by the bidder, he will be responsible for all the consequential effects if any, bidder is advised not to try to reuse any of the items in any way except scrap.
16. No unauthorized person will be allowed to lift out material.
17. No subletting is allowed. Any tax liabilities will be on contractor's part and the center will not be responsible in any manner.
18. 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.
19. Rules of conduct will be observed by contractor's workers while collecting the obsolete goods / equipment's.
20. The total cost of the obsolete goods / equipment's at the approved rates shall be deposited with cashier of the Institute by demand draft before taking the material out of the gate of the Institute.
21. Quotation in sealed envelopes marked as **"Sealed Tenders/ quotation for sale and disposal of obsolete Capital items / equipment with and without asset number on 'AS IS WHEREAS IS BASIS'. Along with the tender notice no. ACTREC/Admin/Condemn./2019-20/3/7135** should be addressed to the Sr. Administrative Officer, 3<sup>rd</sup> 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, 3<sup>rd</sup> floor, PS building of the Institute.
22. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
23. **Incomplete and unsigned quotations are liable to be rejected.**
24. **Each page of the tender should be signed /stamped by the bidder(s).**
25. 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 Maharashtra Shop & Establishment Act / Company registration.**
  - d) **GST (Goods and services Tax) registration number**
26. **In case 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 contractor or bidder.**

27. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.
28. 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.
29. 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.
30. A bidder debarred under clause no. 29 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.
31. The center may debar a bidder or any of its successors from participating in any Tendering process undertaken by the Centre, for a period not exceeding two years, if it determines that the bidders has breached the code of integrity.
32. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
33. The resultant contract will be interpreted under Indian Laws.
34. 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 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.
35. 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.
36. 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

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

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

Witness as to:

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

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

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

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.

**Annexure-I**

11<sup>th</sup> December, 2019

To,  
Sr. Administrative Officer  
Tata Memorial Centre-ACTREC  
Sector-22, Kharghar,  
Navi Mumbai-410210

**Sub: - Tender form for sale & disposal obsolete Capital items / equipment with and without asset number on 'AS IS WHEREAS IS BASIS' from ACTREC, Kharghar.**

Ref: - No. ACTREC/Admin/ Condemn. /2019-20/3/7135

Name and Address of the tenderer

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

Details of EMD \_\_\_\_\_

Sr. No.	List of equipment's/items for disposal	Quantity	Quote Rupees In figures (Lump sum amount)
1	As per items list	As per items list	
	<b>TOTAL</b>		<b>Rs.</b>

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

I/We have inspected the obsolete equipment's/items and am /are interested to purchase the same on **AS IS WHERE IS BASIS** without any guarantee, measurement and weight. My/our offer for the Equipment/Items is given above.

I /we have gone through the terms and conditions given in the tender document and agree with the Same. I /We understand that in the event of non-compliance of the terms and conditions of the Tender My/our EMD shall be forfeited by the TMC –ACTREC.

Signature of the Tenderer