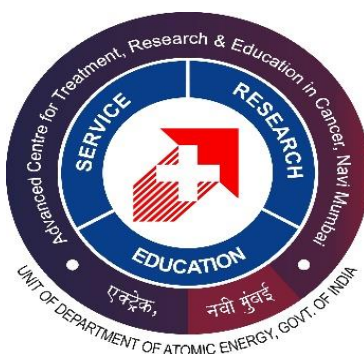


TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210
www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in
Phone 022-27405000 Ext-5141

NOTICE INVITING TENDER

SUB:-TENDER FOR COLLECTION, SEGREGATION AND REMOVAL OF SCRAP MATERIAL (OTHER THAN CAPITAL ITEMS/EQUIPMENT) FROM ACTREC CAMPUS ON ANNUAL CONTRACT “ AS IS WHERE IS BASIS” FOR THE PERIOD OF ONE YEAR FROM 1ST AUGUST, 2024 TO 31ST JULY, 2025 (EXTENDABLE FOR ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE).



Sr. No.	Particular	Amount
01	EMD by Demand Draft to be Drawn in Favour of DIRECTOR ACTREC payable at Navi Mumbai only. The EMD amount should be paid by all the vendors in the form of Account Payee Demand Draft /Bank Guarantee in favor of Director, ACTREC. All Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid.	Rs.40,000/- (Rupees Fourty Thousand Only)

1. Tender Notification and Documents are available on ACTREC Website: -
<https://eprocure.gov.in/eprocure/app>
2. Interested agencies /firms may visit this website for registration.

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Sr. No	TENDER DOCUMENTS
1	Notice for invitation of Tender
2	Tender acceptance undertaking (to be filled by Tenderer)
3	Instructions to the Tenderer
4	Tender Application Form
5	General & Special Terms and Conditions
6	Note with seal and signature (to be filled in by Tenderer)
7	Latest Solvency certificate to be issued by the Nationalized Bank
8	Indemnity bond
9	Agreement
10	Format of Notary Affidavit Non- Criminal

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
 (A grant – in - aid institute under Department of Atomic Energy, Government of India)
 Sector-22, Kharghar, Navi Mumbai – 410210

No. ACTREC/Admin/Condemn/4277/2024

31st May, 2024

SUB: SEALED TENDERS ARE INVITED FROM BIDDERS FOR QUOTING OF RATES FOR COLLECTION, SEGREGATION AND REMOVAL OF SCRAP MATERIAL (OTHER THAN CAPITAL ITEMS/EQUIPMENT) FROM ACTREC CAMPUS

Sr. No.	Name of Work	Approx. cost (Rs.) Per annum	EMD(Rs.) Refundable
1.	Collection, Segregation and Removal of scrap material (other than capital items/equipment) from ACTREC campus on 'AS IS WHERE BASIS'	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)	Rs. 40,000/- (Rupees Forty Thousand Only)

Contact person from ACTREC: - Shri. S. A. Anavkar, Jr. Administrative Officer (EM)

CRITICAL DATE SHEET:

Published Date	01 st June, 2024 at 3.00 PM
Bid Document download/sale start date	01 st June, 2024 from 3.00 PM
Pre-Bid Meeting	12 th June, 2024 at 11.00 AM
Bid Online Submission Last Date & Time	22 nd June, 2024 up to 3.00 PM
Technical Bid Opening Date	24 st June, 2024 up to 11.00 AM
Pre-bid meeting Venue	Room No. 318, 3 rd floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210
Hard Copy Submission Place	Room No. 318, 3 rd floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210

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

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

Guidelines For E-Tendering :- Instruction For Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 1) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

TENDER ACCEPTANCE LETTER

Date: _____

To,

THE DIRECTOR,

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

SUB: ACCEPTANCE OF TERMS AND CONDITIONS

Tender Ref: ACTREC/Admin/Condemn/4277/2024

NAME OF TENDER/WORK: COLLECTION, SEGREGATION AND REMOVAL OF SCRAP MATERIAL (OTHER THAN CAPITAL ITEMS/EQUIPMENT) FROM ACTREC CAMPUS ON "AS IS WHERE IS BASIS" FOR THE PERIOD OF ONE YEAR (EXTENDABLE FOR ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE).

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 from the part of the contract/agreement and I/we shall abide hereby the terms and conditions clauses contained therein.
3. 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 the part of the contract/agreement and I/we shall abide here by the terms, conditions and clauses contained therein.
4. The corrigendum's issue from time to time by your center to have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document/corrigendum in its totality/entirety.
6. I/We do hereby declare that our firm has not been black listed/debarred by any government department/ public sector undertaking/government organization.
7. 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 bidder 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 bidder for rejection.
5. Bidder should consider 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 Condon and such delay offers received late shall be liable for rejection.
9. 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

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210

TENDER APPLICATION FORM

No. ACTREC/Admin/Condemn/4277/2024

31st May, 2024

Name of the Work	Tender for Collection, segregation and removal of scrap material (other than capital items/equipment) from ACTREC campus on “AS IS WHERE IS BASIS “at ACTREC, Kharghar
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)	
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	

SCOPE OF WORK

1. The bidder will have to make proper arrangement of his own for the collection, segregation and removal of the scrap material (other than capital items/equipment) from the below mentioned locations to the main scrap yard on daily basis.

Table No.1

Sr. No.	Buildings/ Location
1	Paymaster Shodhika (PS)
2	Khanolkar Shodhika (KS)
3	Raja Rao Shodhika (RRS)
4	Radiological Research Unit (RRU)
5	Jussawala Shodhika
6	Asha Nivas Hostel and Shanti Sadan OPD Block)
7	Centre for cancer Epidemiology (CCE)
8	Surrounding area of ACTREC premises
9	New upcoming building / project

2. Bidder will have to arrange his own vehicle for the shifting of scrap material from the above-mentioned locations to the scrap yard on daily basis. (Places mentioned in Table no. 1. Segregation of the scrap material as per the categories mentioned at Annexure A, B, C & D will also be in the scope of the bidder.
3. In addition, the bidder will have to make his own arrangements for removal of scrap material from main scrap yard thrice **in a week** or **as & when requested by ACTREC authorities**. Bidder shall make his own arrangement of manpower, material, transportation, etc. for removal of scrap material from main scrapyards of ACTREC campus. Scrap material has to be taken out of ACTREC campus after completing formalities of inspection and gate pass.
4. Sufficient no. of manpower has to be deployed at individual location. For timely collection and removal of scrap material from the designated locations as per table no. 1 and from the main scrap yard.
5. Proper inspection of the scrap material shall be carried out from ACTREC security personnel before carrying the scrap material out of ACTREC campus. Proper gate pass shall be issued from ACTREC side.

GENERAL TERMS AND CONDITIONS

1. **Sealed Tenders/ offers are invited for and behalf of Director ACTREC for Collection, segregation and removal of scrap material (other than capital items/equipment) on “AS IS WHERE IS BASIS”**
2. Period of contract: - The contract will be initially for a period of One year from 01st August, 2024 to 31st July, 2025, extendable for another one-year subject to satisfactory performance on same rates and other terms & conditions.
3. All Bidders are required to deposit EMD amount which will not bear any interest, must be paid by Demand Draft / Bank Guarantee drawn in favour of **DIRECTOR ACTREC** payable at Navi Mumbai only. Offers, submitted without EMD, will be rejected. 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.
4. Quoted rate, if accepted, for collection, segregation and removal of the scrap material will be applicable for the one year. The bids are invited for the entire scope 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 (both in figures and words) in the Annexure- ‘A’, ‘B’ and C and D.
5. The tender shall be valid for 180 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 ACTREC 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 and contract may also liable to be terminated.
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 and in words at **Annexure- ‘A’, ‘B’, ‘C’ and ‘D’** for each of the individual scrap Items. Quoted rate shall be offered for all the items of **Annexure- ‘A’, ‘B’, ‘C’ and D. excluding of GST & TCS. GST and TCS will be as per rule and over and above the quoted rates.** In case , if the rates are not quoted of any items-or- mentioned as ‘NIL’ –or- ‘N/A’, etc, then the tender will be liable to be rejected. The contractor/bidder has to pay additional taxes (if any) which may be introduced by the Government during the period of tender, 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 does 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 amongst the technically acceptable bidders only shall be considered for further contract execution.** 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.1-18	50% Weightage of the quoted value
Annexure B	Sr. No. 19-31	20% Weightage of the quoted value
Annexure C	Sr. No. 32-37	20% Weightage of the quoted value
Annexure D	Sr. No. 38-41	10% Weightage of the quoted value

12. **Separate weightage has been given to different set of items as mentioned in Annexure A, B, C & D. H1 will be calculated on the percentage basis separately from item no. 1-18, 19-31, 32-37 and 38-41. The Items Quoted Against the Each of the above items would be averaged as per Annexure. No- A+B+C+D.**
13. The bidder must note that contract shall be awarded to the highest evaluated bidder whose bid has been found to be technically acceptable and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the corresponding bidding document.
14. **Scrap material once removed and taken outside the ACTREC campus by the contractor shall not be taken back by TMC-ACTREC under any circumstances.**
15. The bidder has to make his own arrangements for collection, segregation and removal of scrap material **thrice in a week or as & when requested by ACTREC authorities** after full payment. **If bidder fails to lift the material thrice in a week or as & when requested by ACTREC and not collected, segregated and shifted the material to the scrap yard on daily basis, then the penalty of Rs. 2000/- 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 ACTREC
16. **ACTREC may terminate the contract by giving prior notice of one month.** If the contractor wishes to terminate the contract, he should give 03 months prior notice in writing.
17. The weighing of the material shall be done in presence of the authorized person/persons delegated by ACTREC.
18. Bidders are advised to visit the ACTREC campus to see work and location before submitting the tender.
19. ACTREC will not be responsible in any manner for items which have been declared as scrap 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 other way except scrap.
20. No unauthorized person from the bidder side will be allowed to remove the scrap 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 ACTREC will not be responsible in any manner.
22. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the 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 objections in this regard. (The proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996, and amendments made thereof.
23. 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.
24. **Submission of tender on CPP portal in online mode is mandatory requirement.** In addition to that, a hard copy of the tender documents in sealed envelopes marked as **“Tender for collection, segregation and removal of scrap material (other than capital items/equipment) on annual contract basis on “AS IS WHERE IS BASIS” for the period of ONE year.”** Tender notice no. **ACTREC/Admin/Condemn/4277/2024** should be addressed to the Chief 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 of the closure of the tender in the room no.318, 3rd floor, PS building of the Institute.
25. Tenders submitted only by hard copy, but not submitted in online mode shall not be considered for evaluation. Tenders received after the due date and time for any reason whatsoever shall not be considered and are liable to be rejected.
26. **Incomplete and unsigned quotations are liable to be rejected.**
27. **Each page of the tender should be signed /stamped by the bidder(s).**
28. 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	License under Bombay/Maharashtra Shop/Establishment Act
C	GST (Goods and services Tax) Registration Number.
D	Income Tax PAN Number
E	EMD by Demand Draft to be Drawn in Favor of DIRECTOR ACTREC payable at Navi Mumbai only. The EMD amount can be paid to all the vendors in the form of Account Payee Demand Draft / Bank Guarantee in favor of Director, ACTREC. All Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid.

F	Copy of Last Three Years IT return and Balance Sheet with average annual financial turn over (gross) of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) (Last three consecutive financial year ending on 31st March, 2023) certified by C.A.
G	3 years' work experience requires of similar works.
H	The bidder should be able to submit the Solvency Certificate of Rs. 8,00,000/- (Rupees Eight Lakhs Forty Thousand Only) value from the any authorized Scheduled / Nationalized banks. (As per format Page No. 20)
I	An undertaking on stamp paper stating that the bidder hasn't been blacklisted by a central / any state government institution and there has been no litigation with any government department on account of similar services is to be submitted. (As per format Page No. 21)

29. 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 contactor or bidder.

30. The bidder would also comply with all the Labour Laws as well as follows all statutory Norms for carrying out the above work.

31. 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.

32. Other unspecified items/ scrap material which may be get added in the course of tender duration will be suggested by the by the committee and further rates may mutually agree thereto.

33. For due performance of obligations under the contract, the successful tenderer shall have to deposit 5% amount of total value as security deposit by Demand Draft or by way of Bank Guarantee in favor of Director, ACTREC with the absolute right. Such security deposit shall be free of interest which will be refunded after the expiry of the contract or its termination, as the case may be after adjustment of all the dues of the Centre or damages of any kind, if any.

34. 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.

35. A bidder debarred under clause no. 34 or any successor of the bidder shall not participate in a tendering process of ACTREC for a period not exceeding three years commencing from the date of debarment.

36. ACTREC may debar a bidder or any of its successors from participating is any Tendering process undertaking by it, for a period not exceeding three years. If it determines that the bidders have breached the code of integrity.

37. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.

38. The resultant contract will be interpreted under Indian Laws.
39. 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.
40. 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		
3	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 glass 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 santling, stripes, pieces, logs, pattis, ply, teak wood, wooden palettes, wooden packing material, wooden tables etc. of various sizes		
10	Condemned cotton/Foam/Coir Mattresses with or without cover complete		
11	Old printer cartridge / rollers etc. of all sizes and make		
12	Wax Blocks of all sizes, shapes complete		
13	Vehicle tyres per KG		
14	Used Oil (Machine)		
15	Packing material (Indian/ Imported) of all types of misc. items		
16	Paper Box (Pharmaceutical)		
17	Faulty refrigeration compressors, - less than 1 HP		
18	Faulty refrigeration compressors – more than 1 HP		

Signature and Rubber Stamp of Bidder

Annexure - B
(Weightage 20%)

Sr. No.	Item Description	Unit	Quote Price
19	Broken Cast Iron Pipes including collar, bend, bracket etc.	KG	
20	Stainless steel (nonmagnetic) vessels, angles, bracket, utensil, drums, angles etc.		
21	G. I. A/c ducting including collar, bends, galvanized sheets etc.		
22	MS stands, MS frames, MS square and L channels, Old M.S. / G. I. pipes (Assorted length & Sizes) including all fitting etc.		
23	Broken Aluminum Wire Pieces with PVC Insulation in pieces and full length complete including broken switches		
24	Old Battery		
25	Miscellaneous Aluminum Scraps, hollow pipes, soil Alum. (nonmagnetic, stripes, screws, false ceiling, runner, panels complete)		
26	Aluminum A/C filters		
27	Misc. copper scrapes, plates, stripes, sheets glass 4mm to 12mm in all sizes complete		
28	Miscellaneous brass scarp, plates, stripes, sheets, angles, pipes complete		
29	Acrylic Sheet, perplex sheets/boxes/covers/lids, etc.		
30	Lead blocks, lead lined bins, Lead bottles, Lead sheets		
31	Insulation panels, Puff /foam insulated panels/sand witted insulated panels, of various sizes.		

Signature and Rubber Stamp of Bidder

Annexure - C
(Plastic waste, Weightage 20%)

Sr. No.	Item Description	Unit	Quote Price
32	Broken Hard Plastic, broken black or white color cans including clear plastic of 5 liters to 20 liters	KG	
33	Empty Plastic Containers /can (5 Ltrs) Black & White		
34	Miscellaneous plastic scrap, plates, stripes, sheets, pipes etc.		
35	Empty plastic Oil tins of 15Ltrs		
36	Empty Plastic Containers of all types		
37	Broken plastic chairs		

Signature and Rubber Stamp of Bidder

Annexure - D

(Weightage 10%)

Sr. No.	Item Description	Unit	Quote Price
38	Condemned Cotton Pillows with or without cover complete	KG	
39	Condemned cotton waste Linen Ragged White / Green / Blue/ toned / Soiled / etc. (all Colors)		
40	Condemned Terricot waste Linen Ragged White / Green/ blue / toned / Solid / etc. (all colors)		
41	Condemned thick drill clothes / blankets (all color)		

Signature and rubber stamp of bidder

ACCEPTANCE

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

Signature of the bidder and seal

Name of Authorized Person

Address for Correspondence

Tel/ Mobile No.

**Form of Bank Guarantee for Earnest Money Deposit/
Performance Guarantee/Security Deposit/Mobilization Advance
On non-judicial stamp paper of minimum Rs. 100**

(Guarantee offered by Bank to ACTREC/TMC in connection with the execution of contracts)

**Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee/
Security Deposit/ Mobilization Advance**

1. Whereas the (Designation of concerned official) (name of division), ACTREC/TMC on behalf of the DIRECTOR ACTREC (hereinafter called "The Government") has invited bids under(NIT number)..... dated..... for..... (name of work.) The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupeesonly) valid upto..... (date)*..... as Earnest Money Deposit from (name and address of contractor), (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the (Designation of concerned official)..... (name of division),ACTREC/TMC on behalf of the DIRECTOR ACTREC (hereinafter called "The Government") has entered into an agreement bearing Number with.....(name and address of the contractor) (hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto..... (date). as **Performance Guarantee/ Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on ademand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the 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)
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor 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.
6. We, (indicate the name of the Bank)....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank)....., undertake not to revoke. This guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witness:

1. Signature..... Authorized

signatory Name and address

Name

Designation

Staff Code no. Bank Seal

2. Signature.....

Name and address

* Date to be worked out on the basis of validity period from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/ security deposit/ mobilization advance, as the case may be.

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

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

Signature Name of Authorized Person

For Bidder with Seal

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:

(To be executed on general Stamp Paper of Rs. 100)

AGREEMENT

Memorandum of agreement made on this _____ day of _____ between ACTREC-TMC and _____ having its registered office at _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part. The ACTREC of Tata Memorial Centre (A Grant –in-Aid Institute Under the dept. of Atomic Energy, Govt. of India) which is a society incorporated under the Societies Registration Act 1860 having its registered office _____ represented by _____ on the authority of the Society on the second part.

WHEREAS the second party who has published notice inviting tenders for providing services for collection, segregation and removal of scrap material (other than capital items/equipment) from ACTREC campus on AS IS WHERE IS Basis on annual contract at ACTREC, Kharghar, Navi Mumbai;

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

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

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

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for collection, segregation and removal of scrap material (other than capital items/equipment) from ACTREC campus on annual contract as awarded with effect from the given date and time.
2. That the technical Bid specifying materials to be collected, segregated and removed timely from the designated places by maintaining the schedule should be ensured by the first party and will be acceptable to the second party.
3. That the 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.
4. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
5. 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.

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

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

First Party

Second Party

Witness: 1. _____

Witness: 1. _____

2. _____

2. _____

**FORMAT OF INDEMINITY BOND FOR GUARANTEED PERFORMANCE
(To be furnished in Stamp paper as per Stamp Act)
(At present 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, 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 been awarded contract to the Contractor for the running of staff/Patients canteen at **Advanced Centre for Treatment Research & Education In Cancer (ACTREC)** (Tata Memorial Centre), Sector-22, Kharghar, Navi Mumbai-410210, on terms and conditions set out inter alia in the Purchaser's contract/Award 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 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 five years after the end of the date of the contract period or one year 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.