

Condemnation of Unserviceable/Scrap/ Obsolete Items at All India Institute of Physical Medicine and Rehabilitation (AIIPMR), Mumbai

Terms and Conditions

The Tenderer/Bidders are kindly requested to make note of the following additional terms and conditions before submitting bid/offer in Gem Portal:

1. EARNEST MONEY DEPOSIT (EMD):

- a) The online bid through GeM portal must be accompanied by an “Earnest Money Deposit” (EMD). Tenderer must submit EMD of **20,000/- (Rupees Twenty Thousand only)** in the form of crossed Account Payee **Demand Draft (DD)** on any nationalized bank payable in Mumbai drawn in favour of “**The Pay and Account Officer, Ministry of Health and Family Welfare, Mumbai - 400 008**”.
- b) Without EMD, the tender will be summarily rejected. Money by cheque, **T.D.R and F.D.R.** will not be accepted.
- c) Request for adjustment of dues from AIIPMR Ptowards EMD will not be entertained.
- d) **Refund of EMD:** - The EMD of the bidders whose bids are not qualified/not acceptable will be refunded after finalization of tender in the form of DD without any interest. Full payment i.e. the residual amount after adjusting the bid security will be obtained from the successful (H1) bidder before releasing the Goods/items/Scrap.
- e) No interest shall be payable upon submitted EMD or any other amounts payable by the Bidder to AIIPMR.
- f) **MSEs in India** registered with appropriate authority as per latest notification shall be exempted from EMD payment provided they are registered for the item being quoted. Bidders seeking exemption from submission of EMD as per Govt. guidelines shall upload the relevant documents/copy of the notification (latest) along with the offer in GeM Portal.
- g) **Bid-Security Declaration:** The bidder should submit the Bid-Security Declaration as per the format attached at Annexure-II. This is APPLICABLE ONLY FOR EMD exempted vendors as per bid / GeM terms.
- h) AIIPMR will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.
- i) GeM Portal guidelines for submission of EMD are applicable.

PRICE BASIS:

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 120 days from the date of opening of tender.

The price basis should be on All India Institute of Physical Medicine and Rehabilitation, Haji Ali, K. Khadye Marg, Mahalaxmi, Mumbai i.e. Price shall be inclusive of charges towards loading, transportation from our site.

Quotations offering rates other than FOR Destination basis shall be Rejected.

The contract price shall remain firm & fixed with reference to the contract terms and period. No escalation is allowed on any account except existing/ new- statutory taxes/ levies after submission of notification issued by concerned government department.

INSURANCE: The Transit insurance of the materials should be covered by the successful tenderer.

2. PAYMENT TERMS:

The balance sale value (arrived at after adjusting EMD from the actual sale value but including all applicable taxes) shall have to be paid by the successful Bidder within 10 (ten) days from the date of bid acceptance. The initial deposit of EMD shall not carry interest and will be refunded without interest to the unsuccessful bidders within 7 (Seven) days from the bid end date.

The liability on account of imposition or levy of any new or existing taxes / duties/ levies/ charges and/ or increase in rate of taxes / duties/ levies/ charges as levied by Local/ State/ Central Govt. concerning all in relation to the material / goods /immovable assets covered under the sale is entirely on Buyer and AIIPMR shall not bear any liability or responsibility in this regard.

In the event the Buyer fails to make the requisite payment within the time / extended time stipulated, the sale relating to such lot can be cancelled at the discretion of AIIPMR and the EMD deposited by the Bidder shall be forfeited in full and AIIPMR shall be entitled to recover any incidental / consequential loss suffered by it as a result of such failure. The AIIPMR shall not be bound to give any notice to the buyer for the said forfeiture.

3. TECHNICAL DATA SHEET: The bidder shall provide technical data sheet/clearly indicating listed items with duly sign and seal for accessing technical suitability for the disposal of the listed items.

4. GUARANTEE/WARRANTY:

The Materials offered shall be not Guaranteed/Warranted for satisfactory performance as these items are obsolete/not serviceable and beyond repairable.

5. Quality and Quantity of Goods / Materials

The goods will be sold on “As is where is” and “No complaint basis” in so far as physical condition of the same is concerned. The Bidders will therefore be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions of the goods by inspecting the materials before submitting their Bids.

6. PENALTY: As per GeM General Terms

7. INSPECTION OF GOODS/MATERIALS/IMMOVABLE ASSESTS

The Bidder should inspect the goods / materials / immovable assets at AIIPMR site with prior appointment with AIIPMR and by observing the entry procedure as prescribed by AIIPMR. The discretion to allow any person to inspect the goods/materials / immovable assets would rest solely with AIIPMR.

The goods/ materials / immovable assets available for Forward Auction should be inspected at the appropriate site(s) as prescribed by the AIIPMR and the Bidders should thoroughly satisfy themselves about the nature, physical condition, quantity and quality, dimensions, size, weight of the materials / immovable assets and working conditions at the site as per procedure laid down by AIIPMR. Any claim/complaint about the quantity, quality, condition, fitness for use, or any defect / error / inadequacy in the description of the materials /goods / immovable assets etc. will not be entertained after participation in bidding process or issue of Intimation Letter / Sale Acceptance Letter or sale of the lot.

Sale / Disposal / Processing of Goods / Materials / Immovable Assets

It shall be the responsibility of the Buyer / Successful Bidder to purchase and dispatch/dispose off the goods / materials as per the applicable laws / regulations and no liability in this regard shall be attached to AIIPMR.

The Buyer / Bidders shall also ensure that they have all the required authorizations, licenses, registration certificate etc. from the concerned

departments and are in compliance with all the Statutory or State / Central Government Act / Law / Order / Rules etc. in order to purchase and dispatch/ dispose off the goods / materials/ assets. Such authorizations, licenses, registration certificate etc. shall be kept valid by the Buyer / Bidder for the entire period of the Contract, if awarded to them as well as the period of processing / disposing off the goods / materials under the Contract, failing which their Contract may be terminated at the sole discretion of AIIPMR and no complaint in this regard will be entertained from the Bidder/ Buyer in this regard.

The Buyer shall ensure that in the event of **Sale of Hazardous Waste Items** all applicable Guidelines/ Notifications issued by the Central Pollution Control Board (CPCB) / Ministry of Environment & Forests (MOEF) from time to time, are complied by the Buyer. Additionally, the Buyer shall comply with all applicable rules / laws, wherever applicable, such as;

- (a) Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.
- (b) Hazardous Wastes (Management & Handling) Rules, 1989 and its subsequent Amendments and / or the relevant statutory Act / Rules.
- (c) Solvent, Raffinate and Slop (Acquisition, Sale, Storage and Prevention of Use in Automobiles) Order, 2000

8. Delivery of Goods/ Materials

- AIIPMR will issue the delivery order/authorization letter to the buyer to lift the goods/materials after receipt of the balance sell value. The free time period allowed to lift the goods/materials in 30 (thirty) days from the date of bid acceptance.
- The Buyer shall lift the goods/ materials by employing their own labour and transport at their own risk and cost from the area allotted to them within the stipulated time.
- The Buyer shall lift the materials only from the lots / site / space as may be earmarked/ demarked by AIIPMR from time to time which should be final and binding on the Buyer and they shall observe the rules and regulations and working hours as may be fixed by AIIPMR.
- The Buyer shall not lift or remove any material, which is not conforming to the delivery order/authorization letter issued by AIIPMR. The Buyer shall remove the goods / lots only from the area earmarked / specified in the delivery order/authorization letter and AIIPMR decision shall be final and binding on the Buyer in this regard.

- No picking, sorting, cutting or breaking of goods or materials sold will be permitted unless allowed and specified by AIIPMR.
 - If any damage or loss is caused to the workforce, materials or property of the AIIPMR or even if any claim arises against AIIPMR by reasons of any act or commission or negligence on the part of the Buyer or on the part of their agents, representatives or employees, AIIPMR shall be entitled to recover such losses or damages or claim as may be ascertained by the AIIPMR (which ascertainment shall be final and binding on the Buyer) from any amount due to the Buyer including the advances made / to be made by the Buyer as the Earnest Money/Security Deposit (as the case may be) without prejudice to AIIPMR rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under other transaction with AIIPMR or from the Buyer directly.
 - All the motor truck/trailers/cranes and other material handling equipments of the Buyer shall be duly registered, taxes paid properly and otherwise properly maintained in accordance with Motor Vehicle Act or Rules or any other Acts / Rules in force.
 - The Buyer will have to fulfill the relevant provisions of all safety and security rules of the Seller/Auctioneer and shall have to be governed by the Rules under the Factories Act and any other statutory Act / Law / Rule prevailing from time to time in respect of themselves and their representatives, workmen and equipments. The Buyer shall provide safety equipment and appliances to their workmen at their own cost.
 - The Buyer shall be fully responsible for the acts of their representatives / workers and shall fully indemnify AIIPMR for losses or damages. The Buyer shall wholly and fully be responsible for such claims for compensation either for accident or injury / death or damage caused to their employees/ transport or to any AIIPMR employees or to others or to AIIPMR property during the operation of the Buyer.
- 9. Default in payment and lifting of goods/materials by the Buyer**
- If the goods are not removed within the free time period as prescribed by AIIPMR, they shall remain at the Buyer's risk until so removed and AIIPMR shall be entitled to recover from the purchaser the ground rent @ Rs 10/- per lot or part of a lot per day or part of a day, or 0.5 % of the value of the goods/ materials remaining undelivered per day or part of a day whichever is higher. Such ground rent or any other charges that may have been incurred by AIIPMR shall be recovered from the Buyer before the goods are delivered. If such materials are not removed on payment of ground rent within 30 (thirty) days from the expiry of the period as prescribed, then the AIIPMR may at his discretion, terminate the contract and order resale of the

goods and forfeit all the money paid by the Buyer in respect thereof without making any reference to the Buyer. The lot/materials shall deem to have been abandoned by the purchaser to all intents and purposes.

- If in case of failing to deposit the Payment within the stipulated time, the Buyer can deposit the balance sale value with payment of interest charges for the delays involving maximum up to 30 (thirty) days from the date of acceptance of bid, in exceptional circumstances with prior permission of the AIIPMR. The rate of interest charged on delayed payment will be 7% above the “Base rate of State Bank of India” as prevailing on the last date of payment originally indicated in the Bid. The EMD shall be forfeited, if the payment is not deposited by Buyer within the said maximum period of 30 days and AIIPMR may at his discretion, terminate the contract and order resale of the goods and forfeit all the money paid by the Buyer in respect thereof.

10. Assignment

- The Buyer shall not assign or sub-let this Contract or any part thereof without the written permission of the Seller/Auctioneer.

PERIOD OF CONTRACT BETWEEN BUYER AND AIIPMR

- The Contract shall be treated as having come into effect with the issue of Intimation Letter / Sale Acceptance Letter by AIIPMR to the successful Bidder. The period of contract will be up to the last date of validity of the Delivery Order / Authorization Letter (or the last date of last Delivery Order /Authorization Letter in case of instalment payments being allowed) issued by AIIPMR, as the case may be or as specified in the Bid. Unless the materials are lifted within the stipulated time, the Contract for the quantity not lifted within the stipulated time shall be deemed to have been terminated and AIIPMR shall be at liberty to dispose them off without prejudice to its rights against the Buyer. If, further material is left in the area allotted to the Buyer after the period of contract, the AIIPMR may at its sole discretion give the extension of time to the Buyer to complete the contract in all respect and the Buyer shall remove the materials during the extended period also at the same contracted rate as provided for subject to the price escalation clause provided in the Bid.

TERMINATION OF THE CONTRACT BY THE SELLER/AUCTIONEER

In the event of Buyers’ failure to fulfill any of the obligations including (but not limited to) non-lifting of the contracted goods/ materials under the agreement, non-payment of Transaction Charges to GeM etc., AIIPMR decision in regard to the Buyer’s failure being final and binding on the Buyer, AIIPMR shall have the full liberty to do any or all of the following: -

- (a) Terminate the Contract with immediate effect for the goods/ materials/ immovable assets under the contract not taken delivery of by the Buyer as on

that date in which event the Security Deposit and / or the Earnest Money (as the case may be) shall stand forfeited.

AND/OR

(b) Without prejudice to other remedies, retain and / or adjust / recover from the Bidder any amount lying with AIIPMR to the Buyer's credit either under this contract or any other contract or which may at any time become payable/refundable to the Bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by AIIPMR in selling the materials under the contract not taken delivery of at Buyers' risk and costs.

11. FORCE MAJEURE:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 (ten) days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of AIIPMR as to whether the deliveries have been so resumed or not, shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 (ten) days, either party may at its option terminate the contract.

12. RISK PURCHASE:

If the successful bidder fails to adhere to validated schedule and other terms & conditions contained in the Forward Auction (F.O), AIIPMR shall have the liberty to procure the forward auction (F.O.) from any alternate source.

BANNING OF BUSINESS DEALINGS:

For evaluation of the bid/forward auction, AIIPMR would rely on the documents submitted and declarations made by the tenderer in connection with the Tender. Therefore, AIIPMR expects such documents

and declarations to be true and authentic. In case it is found, at any stage, that the document(s) submitted and/or the declaration(s) made by the tenderer is/are false, AIIPMR reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, to ban business dealings with the tenderer for a period up to two years.

13. BORDER SHARING:

The Govt. of India's OM No: F.No.:6/18/2019-PPD, Dt. 23.07.2020 regarding restrictions under Rule 144 (xi) of the GFR 2017 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are required to adhere to the same.

14. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS:

The AIIPMR reserves the right to reject or accept any offer/bid in part or full without assigning any reasons, or place order for part or full quantity. The AIIPMR also reserves the right to cancel the Forward Auction enquiry without any discussions / correspondence with the bidder.

15. SETTLEMENT OF DISPUTES:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements are not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences as per the Arbitration and Conciliation Act 1996 and related prevailing GeM guidelines. The venue of the conciliation shall be at Mumbai. The Courts of Mumbai, Maharashtra State shall have exclusive jurisdiction in all matters arising under this Contract.

Tenderer Details

Name of the Bidder	
Firm Name of Bidder. If Any	
Address of Bidder	
Mobile No. of Bidder	
Email ID of Bidder	
PAN No.	
GST No.	

Details of EMD:

Amount of EMD in the form of crossed Account Payee Demand Draft (DD) on any nationalized bank payable in Mumbai drawn in favour of " The Pay and Account Officer, Ministry of Health and Family Welfare, Mumbai-400 008 "	
--	--

Note: 1) The "Earnest Money Deposit" of 20,000/- (Twenty Thousand Rupees) only.

I/We certify that, I abide with the terms and conditions mentioned. After inspected the articles I/We satisfied with their conditions and ready to lift '**AS IS WHERE IS BASIS**'.

Yours faithfully,

(Signature of Firm/Bidder/Auctioneer with Seal)

PROFORMA FOR BID/Auction SECURITY DECLARATION

(In Bidder's /Auctioneer's Letter Head)

I/We (name of the firm/bidder/Auctioneer) hereby confirm my acceptance / our acceptance against the GeM tender no. “_____” that in case of any of the following situations, our firm will be suspended for a period of two years for submission of bids for tenders / contracts with AIIPMR:

1. Withdraw or modify the bid during the period of validity (or)
2. Fail to enter into Contract Agreement (as applicable), in case of award of work(or)
3. Fail to submit Contract Performance Guarantee / Security Deposit before the deadline as specified in the biddocuments.

Signature of the bidder/Auctioneer's with date and seal

Note:

1. The above certificate given by a bidder whose bid is accepted, if found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2. **Strike out whichever is not applicable.**

“THE BIDDERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL TERMS AND CONDITIONS MENTIONED IN THE TENDER DULY SIGN AND SEAL FOR ACCESSING COMMERCIAL SUITABILITY”

List of Unserviceable/Scrap article lying at AIPMR, Mumbai

Note : A single rate should be quoted for all the unserviceable/scrap items for auction which is given below:

Sr.No	Name/Item	Qty.(in nos.)
1	Office Table	5
2	Computer Trolley	1
3	Revolving Chair	23
4	Multi-Functional All Rounder Oscillating cutter Heavy duty	4
5	Hot Air Gun	9
6	Top & Bottom Sewing Machine	2
7	Sewing Machine	2
8	Dust Collector 701Z10	1
9	Bench Drill Machine	1
10	Shoe Last	400
11	Motorized Tilt Table (Hitra)	1
12	Stool (Black Cushioned chair)	1
13	Dunlop Chair	1
14	Bell	1
15	Scissors (Shop)	5
16	Wheelchair	3
17	B.P. Apparatus (Dial)	1
18	Bed Sheets	55
19	Pillow Cover	85
20	Plinth Cover	5
21	Bath Towel	18
22	Plaster Cutting Machine	6
23	Dust Free Plaster Cutter with Accessories	1
24	Plaster Cutting Saw Blade	9
25	Plaster Cutting Knife	1
26	Scissors (Surgical)	3
27	Screen with Cover	2
28	Operation Towel	1
29	B.P. Apparatus	10
30	Cots	10
31	Bed pan	15
32	Needle Burner	2
33	Sterilizer	1
34	Weighing Machine	2
35	Water Pipe (Rubber Pipe)	1
36	Gauze Cutting Machine	1
37	Wheelchair - Unfold	2
38	Wheelchair-folding	8
39	Over Bed Table (Trolley/Folding Foot/Table)	1
40	Digital Thermometer	2
41	Infrared Thermometer	1


Sr.No	Name/Item	Qty.(in nos.)
42	Plaster Spreder	1
43	Pron Trolley	1
44	Strature Trolley	1
45	Air Bed	3
46	Humidifier	1
47	Dissecting Forceps (Plain)	2
48	Dissecting Forceps (Tooth)	2
49	ECG Machine (6208) (Sr.No. DDTD2K6668)	1
50	Lockers	20
51	Cautery Machine	1
52	Tourniquet (Inor)	2
53	Pump Syringe	1
54	Artery Forceps (Straight)	2
55	Artery Forceps (Curved)	8
56	Scissor (Curved)	2
57	Scissor (Straight)	4
58	Needle Holder	4
59	Allis Forceps	8
60	B.P. Handle (Scalpel)	6
61	Harington Rod Cutter	1
62	Acrylic Chamber	1
63	Cidex Chamber	1
64	Steel Drum (Size - M)	2
65	Centrifuge Machine	1
66	Bermuda	10
67	Blankets	4
68	Green Gowen	5
69	Draw Sheets	25
70	Mask (Green)	10
71	Patients Dress	45
72	Petticoat	10
73	Metal Waste Bin	4
74	Rubber Pipe	1
75	Biochemistry Analyzer ERBA-CHEM 7	1
76	Research Microscope (Labo Bioplane XL)	1
77	Mini Massager	3
78	Power Pump	1
79	Monarth 88.1E Rehab Trainer Arm Leg Ergometer	1
80	Toddle's Rollator	1
81	Racer	1
82	Foldable Adjustable Walker	1
83	Wall Clock	5


Sr.No	Name/Item	Qty.(in nos.)
84	Plastic Chair (without Cushion)	1
85	Old Ricoh Watch	1
86	Steel Chair with cover	1
87	MS Powder Coating Bunker (Palung) Bed 2 tier	4
88	Chairs Tubular with Arms and Wooden handle	3
89	Nikon FM camera 35 mm	1
90	Macro zoom lens	1
91	Electronic digital timer	1
92	Ring flash	1
93	De cutter	1
94	Pentax K-1000(35mm/SLR)	1
95	Nikon FM-2 (35mm/SLR)	1
96	Plain filter (1 set)	1
97	Film loader (35mm)	1
98	Numbering machine 6 figures (English)	1
99	Plastic comb. Binding system (Avanti CCP-21)	1
100	Photo laminating system	1
101	Ricoh digital model mp2000 (copier)	1
102	Jaimini document spiral/binder (model-JB92J)	1
103	Electric thermal binder avanti-AEB-360)	1
104	Steel cupboard	1
105	Sewing machine (sr.no.9311012)	1
106	Computer chair	2
107	Paper lamination machine portable	1
108	Steel Benches with Arms	12

Download Document

[« \(/eprocure/home\)](#)

Auction ID : 11930
 Reference No. : 281
 Office/Zone : Aipmr
 Seller/Auctioneer Name : Vivek Janardan-Auctioneer
 Auto Extension : Applicable
 Auto Extension Mode : Unlimited
 Auction Method : Forward Auction
 Auction Brief : Disposal of scrap Items.

 [View Notice](/eprocure/view-auction-notice/11930/3/96C6A42D78F7DCC183C8E42F483CDCC62C01B2B7)


 [View Business Rules](/eprocure/xcommon/view-configure-rule/11930/0/0/5/F6701986B3B3D536BDA9C21DD61C60FD01B804BE)

Sr. No.	Document Description	Size (MB)	Approval Date & Time	Status	Action
No Records Found					

WEB INFO

- [Terms of Use \(https://gem.gov.in/page/detail/37\)](https://gem.gov.in/page/detail/37)
- [Website Policies \(https://gem.gov.in/websitePolicies\)](https://gem.gov.in/websitePolicies)
- [Document Help \(https://gem.gov.in/help\)](https://gem.gov.in/help)
- [Sitemap \(https://gem.gov.in/sitemap\)](https://gem.gov.in/sitemap)
- [Web Information Manager \(https://gem.gov.in/web-information-manager\)](https://gem.gov.in/web-information-manager)

ABOUT GeM

-  [Ask GeMmy \(https://gem.gov.in/aboutus\)](https://gem.gov.in/aboutus)
- [Statistics \(https://gem.gov.in/statistics\)](https://gem.gov.in/statistics)