



Delhi Regional Office, F-8-11 Flatted Factories Complex, Jhandewalan,
Rani Jhansi Road NewDelhi-110055 (INDIA)

No. MMTC/DRO/e-waste/2020-21

Dtd.16/12/2021

TENDER DOCUMENT

SUB: NIT for Disposal of E-waste items at Delhi Regional Office, F-8-11 Flatted Factories Complex, Jhandewalan, Rani Jhansi Road New Delhi-110055 on “As is where is and no complaint” basis.

The Tender in **Government e Marketplace (GeM) Portal** are invited through online forward auction process from Indian Registered Dismantlers/Recycler/Preprocessors of E-waste like old / obsolete /used Desktop Computers, UPSs, Printers,Servers, Networking equipment, Scanners, Cartridges etc. on **“As-Is-Where-Is & no Complaint Basis”** against advance payment. The terms and conditions of the tender are given below.

- 1) Eligibility conditions & documents required :
 - i) Bidders shall be registered Recyclers/Preprocessors with Central Pollution Control Board/Delhi State Pollution Control Board/ Ministry of environment & Forests, Government of India and enclose the copy of same.
 - ii) Bidders must submit a notarized copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (SPCB) and produce it at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case of lead acid batteries, used/waste oils and nonferrous metal wastes, in addition to submitting necessary valid registration from the SPCB, the bidder must also submit a notarized copy of the valid registration certificate from CPCB(or MoEF);and
 - iii) **Agencies without having valid registration and authorization will not be allowed to participate in the bid and relevant documents are to be submitted in the tender.**
 - iv) The bidder must enclose copy of GST registration certificate, PAN Number along with duly signed tender documents.
 - v) Having experience in the relevant field. The firm shall enclose sufficient documents regarding previous execution of work order in respect to Disposal of E-waste.
 - vi) Undertakings as per Annexure-I & II.
2. The interested bidders are advised to register themselves at Govt. Market place GeM Portal to participate in Forward auction and submit bid reference to MMTC limited auction No 162 Dated 16/12/2021 reference MMTC/DRO/e-waste/2020-21. The bid shall remain valid for **90** days after the date of bid opening. If any bidder withdrawn his/her tender before the said-period MMTC shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD /bid Security absolutely.
3. The e-Waste offered for disposal is on **“AS-IS-WHERE-IS & NO COMPLAINT BASIS”** basis, Ex-Godown/ Office in unpacked /loose condition.
4. Earnest money deposit (EMD) :The bidder shall furnish Earnest Money of Rs.10,000/- (Rs. Ten thousand only) through online mode (NEFT/RTGS) only in MMTC Account maintained with **State Bank of India, CAG Branch-II, NEW DELHI having Account No. 10813608397,**

IFSC-SBIN0017313.

5. The EMD of the Unsuccessful bidder shall be returned subsequent to the award of contract to the successful bidder. No claim lies against MMTC in respect of erosion in the value or interest on the amount of EMD or Security Deposit (i.e. EMD & SD are interest free).The tender without EMD will be summarily rejected.
6. EMD of the unsuccessful bidder shall be returned without interest at the earliest after the award of the contract to H-1 Bidder. The EMD of H1 Bidder/successful bidder shall be converted to security deposit (SD) appropriately. The SD will be returned after successful completion of work and providing a certificate that E-waste items (as per annexure-III) has been disposed off in green manner within one month from the date of work order and any relevant statutory return forms were filed with state pollution control board.
7. The earnest money may be forfeited in the event:
 - i) If a tenderer/bidder with draws its tender during the period of its validity.
 - ii) In the case of successful tenderer/bidder, if the tenderer/bidder fails to commence the work as required and provide certificates and return filling proof etc.
8. The list of obsolete e-waste items enclosed under **ANNEXURE-III** should be considered.
9. The bidders may inspect the items on predetermined dates and satisfy themselves about the items they are bidding for, as the items condition is on "As-Is-Where-Is & no complaint' basis.
10. **The bidder may contact Sh. Indrajeet, Sr. Manager (sys) Mob. No. 9810709871 for inspecting the e-waste lot at Delhi Regional Office, F-8-11 Flatted Factories Complex, Jhandewalan, Rani Jhansi Road New Delhi-110055 (INDIA) from 16/12/2021 to 23/12/2021 between 10:00am to 03:00 pm on any working day to satisfy themselves about the quality & condition of the materials offered. No complaint whatsoever will be entertained after the tenders are submitted or before or after materials are lifted. No request for inspection after submission of the tender will be accepted.**
11. **Submission of Tenders** : All interested bidders are requested to submit TECHNICAL BID(Annexure – I & II) along with prescribed proof of depositing of EMD and Price Bid (As per Annexure-IV) through forward auction at **Government e Marketplace (GeM)** portal latest by 3.00 pm on 22/12/2021 online mode only. The bids submitted other than E-Mode will not be considered.
12. Competent & Indian bidders may submit the documents without any deviation containing the terms and conditions and submit the.
13. Any corrigendum/amendment to the Tender will be issued in above websites.
14. Time and last date for submission of Bids is 23/12/2021 upto 3.00 p.m..
15. The rates quoted in the Financial Bids should be both in words and figures in prescribed format(Annexure- IV) only.
16. The bid of any bidder who has not complied with one or more of the conditions prescribed is liable to be rejected. Conditional bids will also be summarily rejected.

17. The bidder shall submit tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder. Each & every page of the tender documents along with other required documents for the tender, should be signed & stamped by the bidder at the bottom.
18. Bids received late due to any reason, whatsoever, shall be rejected outright.
19. MMTC reserved its discretion to ask for additional information from the bidder(s) in view of proper evaluation of the bids.
20. Mere participation in Tendering process does not guarantee awarding of work.
21. Bidder should submit the detail of EMD and no exemption is given for non-submission of EMD.
22. The bidder who has quoted highest grand total of terms in Annexure - III, shall be selected as H-1bidder. If H-1 bidder fails to lift material as per contract, then H-2 Bidder shall be requested to match H-1 price to lift he material & the EMD and Security Deposit of H-1 party, shall be forfeited.
23. The rate should be mentioned in figures as well as in words inclusive of all charges. In case of any difference between figures & words the amount mentioned in words shall be treated as final. Applicable taxes shall be extra.
24. Taxes and duties that may be levied by the Govt. will be extra as applicable and shall be borne and deposited by the highest successful bidder before lifting of material. GST, TCS and other taxes/levies, as applicable, will have to be deposited by the highest bidder over and above the bid amount be forelifting the material.
25. Title and Risk: MMTC shall retain the title and ownership of the disposable items until issuance of Delivery Order/ Challan upon receipt of the final amount from the successful bidder.
26. The Successful bidder shall be determined based on highest rates quoted in the tender. The Highest successful bidder shall deposit the full amount online mode (NEFT/RTGS) within 2 days from the date of issue of Sale Order.
27. **The material has to be lifted within 07 working days (except Saturday/ Sunday/Holiday) after making of full and final payment by the highest successful bidder i.e. 09 days from the issue of sale order. The materials not so removed will be treated as abandoned lots and the EMD and other sums paid for the lot will be forfeited without any reference to the purchaser. For such abandoned lots, the MMTC reserves the right to sell to H-2 bidder matching H-1 Price. If H-2 will not agree to H-1price, then H-3 shall be requested to do so for immediate lifting of items.**

28. The successful bidder shall submit an Undertaking (Annexure-II) that E-waste items i.e. old/obsolete/ discarded Computer and other items, will be stored/processed/ disposed off as per Rules of E-waste Management Rules 2016 & 2018 (amended from time to time) and provide a certificate to MMTC that E-waste items (as per annexure-III) has been disposed off in green manner within one month from the date of work order/sale order.
29. Labour, loading of materials, transport and other arrangements will have to be made by the purchaser at their own risk, cost and responsibility.
30. The person authorized by the purchaser will be allowed to take delivery from MMTC premises.
31. The Successful bidder shall be responsible for any injury caused to persons or any damage caused to any property of MMTC etc. which may arise from the operations or neglect of any person of the Successful bidder team or any person engaged by him for any purpose related to the execution of this contract. The Successful bidder shall indemnify MMTC of all liabilities arising out of his operations in any way under any acts of the Government and also in award of any compensation or damages consequent upon any claim arising out of the above. Successful Bidder shall always keep MMTC harmless during execution of Contract and post-execution period.
32. No items, once disposed to the successful bidder, shall be taken back by MMTC Limited.
33. The address given in the tender shall be deemed to be the Purchaser's address and correspondence sent on that address shall be considered to have been delivered to the purchaser. No claim will be entertained for the reason of forfeiture of the sum deposited incase the correspondence is returned back undelivered.
34. The material will be disposed-off in a single lot and the bidders will have to submit price for complete lot.
35. All safety precautions should be taken during execution of the work and MMTC will not be responsible for any accident caused to labour engaged by the Successful bidder during execution of work. All Government norms of COVID -19 must be followed by the Successful bidder during the execution of contract/sale order.
36. For any query and clarifications regarding the tender document, please contact **Shri Indrajeet Sr. Manager (sys) Mob. No.9810709871.**
37. The MMTC reserves the right to accept / reject any and all bids and also to Cancel the Tender of e-waste or withdraw any lot or part thereof from the sale without assigning any reason thereof.
38. **ARBITRATION CLAUSE** : Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be

Final and binding on the parties.

- 39. FORCE MAJURE :** If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, acts of God and acts of Government, fires, floods, explosions, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority.

- 40. Compliance with Law:** The Selected Bidder shall comply with the laws in force in India.

- 41.** During the performance of the work, the successful bidder shall at his own cost and initiativefully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its work force, servants or agents engaged in the performance of the work specified in the tender/agreement documents.

If during the tenure of work stipulated herein, successful bidder may found violating any laws, norms attributed & applicable from this tender/subsequent agreement, in such event, the successful bidder will be solely liable to face the consequence of violation, inasmuch, the successful bidder may keep MMTC safe and indemnify from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

- 42. Governing Law:** The agreement / contract shall be governed in accordance with the Laws of India.

- 43. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY:** MMTC and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential I regarding each other 's products, business, customers, MMTCs, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. MMTC and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

44. FRAUD PREVENTION POLICY: All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of acts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

45. HOLIDAY LISTING CLAUSE: Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

46. General:

The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with here in along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subsequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent Agreement/contract, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement/contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as inoperative and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution here of.

47. The venue of the Arbitration shall be New Delhi.

Bidders are advised to print and save bid submission reception submission of bids.

For MMTC Limited

**(Indrajeet)
Sr. Manager**

UNDER TAKING BY THE BIDDER

Name & Address of the Bidder: (In capital letter)

Telephone Number:

Details of EMD:

Name of the Bank: _____

Proof of depositing of EMD. _____ Date & Amount in Rs. _____

1. I/We declared that I / my representative have inspected the obsolete items as per the list attached (Annexure –III) with tender and am/are interested to purchase the same on “As is where is basis”.
2. **I/We have gone through the terms and conditions given in the tender document specially para no. 25 and para no. 26 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 Government of India, Office of the MMTC.**
3. I hereby also declare that the firm is registered with MOEF / CPCB/ SPCB as authorized recycler/reprocessor and having environmentally sound management facilities for collection, disposal/recycling of e- waste.
4. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
5. We do not have records of poor performance such as abandoning the work, not properly completing the contract, work incompleteness, fail to comply statutory compliance related any contract, inordinate delay in completion, litigation history with MMTC or financial failure etc.
6. Our business has never been blacklisted by any Central/State Government Department/Public Sector Undertaking or Enterprises duly last three preceding years from the date of submission.
7. The bid/quotation submitted by us, are in conformity with the terms & conditions of Tender and there is no deviation. No fraudulent documents/information in the tender are submitted by us, failing which, MMTC reserves the right to disqualify us or any action as deemed fit such as forfeiture of EMD.

(Signature of the Bidder with stamp)

Tender for disposal of E-waste Items

UNDERTAKING FOR DISPOSAL OF E-WASTE

I/We_____do hereby solemnly affirm and declare that E-waste items i.e. old/obsolete/discarded Computer and other items etc. will be stored/processed/disposed off as per Rules of E-waste (Management Rules 2016 & 2018 and amended from time to time)

I/We_____do hereby solemnly affirm and undertake to providing a certificate to MMTC that E-waste items (as per annexure-III) has been disposed off in green manner within one month from the date of work order.

(Signature of the Bidder with stamp)

**THE LIST OF ITEMS
LOT NO DRO-001**

S.No.	DESCRIPTION OF ITEMS FOR DISPOSAL	TOTAL QUANTITY (IN NO.)
1.	CPU	49
2.	Printers	32
3.	UPS	5
4.	Monitors	49
5.	Modem	03
6.	FAX	03
7.	Miscellaneous items like ram, cd writer, keyboard, mouse, smps etc	90

PRICE BID

No.MMTC/Admn./CT//e-waste/2020-21

Dtd. _____

S.No.	DESCRIPTION	QUANTITY	TOTAL AMOUNT QUOTED(RS.) (Inclusive of GST/Taxes)
1	E-waste items (obsolete,un-serviceable and surplus computer items, equipment, etc.) available at MMTC Limited, Delhi Regional Office, F-8-11 Flatted Factories Complex, Jhandewalan ,Rani Jhansi Road New Delhi-110055 on“ As is where is basis with no complaint basis” against advance payment.	As perAnnexure –III	
	TOTAL	IN FIGURE	
In Words:			

N.B.:The rates quoted should be inclusive of GST/Taxes and valid for 90 days from the date of bid opening for acceptance by MMTC.

Declaraton:

1. We have carefully gone through the terms & conditions of the tender documents and accordingly have submitted this offer/quotation. We also hereby agree to abide by the same for the fulfillment of the contract.
2. We are aware of the latest Government guidelines applicable for disposal of e-Waste items tothe fullest extent and will abide by the same. MMTC will have no liability in case the said guidelines are breached or not followed by us.
3. I, the undersigned certify that We have inspected the above items and hereby declare that I shall quote for all the items listed above, which shall be moved out from the above said locations at my own cost.

(Signature of Bidder/Authorized signatory with date and stamp)