



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

No. MMTC/DRO/e-waste/2024-25

Dtd.27/03/2024

**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, No claim basis on any account, No segregation basis & also on Ex-location 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) Agencies have to submit valid registration and authorization and other relevant documents at the time of lifting material.
  - iii) The bidder must enclose copy of GST registration certificate, PAN Number along with duly signed tender documents.
  - iv) 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.
  - v) 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. 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 If any bidder withdrawn his/her tender before the said-period MMTC shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD /bid Security absolutely.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, No claim basis on any account, No segregation basis & also on Ex-location basis”**.
4. Earnest money deposit (EMD) :The bidder shall furnish **Earnest Money of Rs.15,000/-(Rs. Fifteen 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**.After EMD payment bidder shall inform with payment details along with GST registration certificate on mail id **indrajeet@mmtclimited.com**
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 lifting material and any relevant statutory return forms were filed with state pollution control board.

7. The list of obsolete e-waste items enclosed under **ANNEXURE-III** should be considered.
8. **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 28/03/2024 to 12/04/2024 between 10:00am to 04:00 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.
9. **Submission of Tenders:** All interested bidders are requested to submit bids through forward auction at **Government e Marketplace (GeM)** portal from **12.00 pm on 4.00 P.M. on 15/04/2024** by online mode only. The bids submitted other than E-Mode will not be considered. Bidders are suggested to go through about the terms and conditions of Gem Portal regarding registration, processing etc.
10. Tender Document is also available on the website of the MMTCLIMITED i.e. [www.mmtclimited.com](http://www.mmtclimited.com). The intending competent bidders may download the tender documents without any deviation containing the terms and conditions and submit the same in the prescribed format through Forward auction online mode **at Government e Marketplace (GeM) portal only**.
11. Any corrigendum/amendment to the Tender will be issued in above website.
12. Time and last date for submission of Bids is **15/04/2024 from 12.00 P.M. to 4.00 P.M.**
13. Mere participation in Tendering process does not guarantee awarding of work.
14. 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.
15. **Title and Risk:** MMTCL 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.
16. 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 MMTCL 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.
17. All payment should be made thru e-payment in MMTCL designated bank account. H1 bidder shall have to deposit 100% value of the material plus applicable tax & duty within 10 working days from the date of LOI (Letter of Intent)(On confirmation of acceptance of offer).
18. Labour, loading of materials, transport and other arrangements will have to be made by the purchaser at their own risk, cost and responsibility.
19. The person authorized by the purchaser will be allowed to take delivery from MMTCL premises.

20. No items, once disposed to the successful bidder, shall be taken back by MMTC Limited.
21. The material will be disposed-off in a single lot and the bidders will have to submit price for complete lot.
22. 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.
23. **ARBITRATION CLAUSE:** “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, Scope, operation or effect of this contract or the validity or the breach thereof shall be referred to and settled through arbitration in accordance with the Rules of Arbitration of the SCOPE, the award made in pursuance thereof shall be binding on the parties. The law governing the contract shall be India Laws. The language of arbitration shall be English. The venue of the arbitration shall be New Delhi only. The courts at New Delhi only shall have the exclusive jurisdiction in matters arising under this agreement.
24. **FORCE MAJURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operation , Civil Commotion, sabotage, quarantine , restrictions, acts of God and acts of Government ( Including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of Delivery of any installment or part of the goods shall not be deemed to be waiver/ extension of time in respect of the remaining deliverers.

If operation of such circumstances exceeds three months, either party will have the right to refuse further performances of the contract 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 contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the chamber of commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of existence of the above circumstances and their duration.

25. **Compliance with Law:** The Selected Bidder shall comply with the laws in force in India.
26. **Governing Law:** The agreement / contract shall be governed in accordance with the Laws of India.
27. **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.

**28. FRAUD PREVENTION POLICY: Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in “Fraud Prevention Policy” of MMTC (Full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

**28.1** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.

**28.2** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**28.3** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) /Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

**28.4** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

**28.5** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**14.6** Disqualification from tender process and exclusion from future contracts : If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/ Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.

**14.7** Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of amount equal to performance Bank guarantee.

**14.8** Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

**29. 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.

**30. General:**

The terms and conditions laid down in this Tender, scope of work, subsequent agreement and all

annexure thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and formal 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 are, 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 prononscrip to 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 hereof.

- 31.** The venue of the Arbitration shall be New Delhi.

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**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**

<b>S.No.</b>	<b>DESCRIPTION OF ITEMS FOR DISPOSAL</b>	<b>TOTAL QUANTITY (IN NO.)</b>
1	CPU	78
2	Printers	50
3	UPS	37
4	UPS – 5KVA	01
5	Monitors	51
6	Keyboard	40
7	Server	2
8	Typewriter & Fax Machine	5
9	Network Rack	02
10	Bar code Reader	18
11	Sonicwall, Modem & Switch	13
12	Scanner,CD ROM & DVD writer	03
13	DVR ,Camera(CCTV) & Lens	23
14	Hard disk	01
15	Laptops(HP)	10
16	Battery(12V,26 AH)	12