

	 सत्यमेव जयते	GOVERNMENT OF INDIA MINISTRY OF FINANCE DEPARTMENT OF REVENUE CGST AUDIT-1 COMMISSIONERATE No. 1775 JAWAHARLAL NEHRU INNER RING ROAD ANNANAGAR WESTERN EXTENSION, CHENNAI-600101 Ph. No. 044-26159101/Fax: 044-26155282
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F.NO- IV/I/06/18-Systems

Date: 17.01.2019

NOTICE INVITING BIDS FOR DISPOSAL OF CPU (WITHOUT HARD DISK), MONITOR, HP PRINTERS, CARTRIDGES (COLOUR AND B&W), KEYBOARDS, MOUSE, ROUTER, UPS, NETWORK SWITCH, STABILIZER, DOT MATRIX PRINTER AND XEROX WORKCENTER., AVAILABLE AS E-WASTE IN AUDIT-1 COMMISSIONERATE, CHENNAI.

The office of the Commissioner of Audit-1 Commissionerate, Chennai , hereinafter referred to as the Department, invites sealed bids from the Registered Recyclers/ Re processors of E-Waste with the Ministry of Environment & Forest/Central Pollution Control Board/ State Pollution Control Boards etc. for purchase of unserviceable, old obsolete/ used CPU (Without hard disk), Monitor, HP Printers, Cartridges (Colour and B&W), Keyboards, Mouse, Router, UPS, Network Switch, Stabilizer, Dot matrix printer and Xerox Workcenter lying at the Office of the Commissioner of CGST Audit-1 Commissionerate,1775, Jawaharlal Nehru Inner Ring Road, Anna Nagar Western Extension, Chennai-600101 in "as is where is basis".

2. TENDER PROCESS:

The bidders participating in the above said tender shall submit their quotations in sealed envelope containing an undertaking and duly filled Financial Bid furnished at Annexure- I & Annexure-II to this Tender Notice. The tender document will be available with the Superintendent of GST & Central Excise, Computer Section, Office of the Commissioner of Audit-1 Commissionerate,1775, Jawaharlal Nehru Inner Ring Road, Anna Nagar Western Extension, Chennai-600101, on all working days from 21.01.2019 to 04.02.2019 between 10.00 hrs. to 17.00 hrs. The sealed cover should be superscribed as "Tender For Disposal of E-Waste", and addressed to "The Assistant Commissioner of GST & Central Excise, systems, Office of the Commissioner of Audit-1 Commissionerate,1775, Jawaharlal Nehru Inner Ring Road, Anna Nagar Western Extension, Chennai-600101" and the sealed tender should be submitted to the Office of the Commissioner of Audit-1 Commissionerate,1775, Jawaharlal Nehru Inner Ring Road, Anna Nagar Western Extension, Chennai-600101, on or before 14.00 hrs. on 05.02.2019. Bids/ tenders received beyond the due date and time will be rejected. The Department will not be responsible for any postal / courier delay and also for reasons beyond the control of this office.

The Quotations submitted by the bidders will be opened 06.02.2019 at 11.00 hrs., by the Purchase Committee in this office. The bidders or their authorized representatives may be present at the time of opening of the tenders.

3. GENERAL TERMS & CONDITIONS:

3.1 The items to be disposed as "E-Waste", are listed in the Annexure-I] (i.e. Financial Bid) of this Tender Notice.

3.2 **The Bidder should be registered with the Ministry of Environment & Forest / Central Pollution Control Board / State Pollution Control Board as Authorized Recycler / Reprocessor of E-Waste and the registration should be valid during the full period from bidding to the date of delivery of E-wastes, as the recycler/ re- processor. Also, the bidder shall enclose with the tender documents, the documents in support of said registrations and the original registration documents shall be produced on the Bid opening day.**

3.3 The rates quoted by the Bidders in the Financial Bid (i.e. Annexure-II of this Tender Notice) will be valid for a period of 90 days (Ninety days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent.

3.4 The bid can be forwarded by bidder or bidder's representative. Representative will have to enclose Letter of Authority / Power of Attorney along with the Tender Documents.

3.5 The Department takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.

3.6 Taxes& Cess:

(a) The bid should be inclusive of all the applicable taxes, Cess and any other levy payable to any authority. The rates quoted in the Financial Bid of this Tender Document should be inclusive of any other present or future outgo (for the period of contract) by whatever name called. The GST, etc., if applicable now or if made applicable in future, would be on account of the bidder.

(b) **It is clarified that the vendor should clearly indicate the base price and other levy towards tax, cess etc., as applicable thereon. These outgoings like taxes, cess etc. should be specified with the percentage applicable at the time submitting the tenders so that there is clarity on the base rates and the taxes, cess etc.**

(c) The Department reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoings (and their percentages, etc.,) with proof, if required as and when needed to aid in evaluating the bids. However, the original quoted overall value would remain as quoted in the original tenders.

(d) In any case, the bid should be inclusive of all the outgoings, by whatever name called unless specifically indicated by the Department.

3.7 **Right of Rejection:** The Department reserves the right to reject all / any bids / quotation without assigning any reason thereof and without entitling the Bidders to any claim whatsoever.

3.8 **Right of Department:** The Department does not bind itself to accept the highest or any tender and to assign any reason for non-acceptance of the same and reserves the right:

(a) To accept in its sole and unfettered discretion any tender for whole or part quantities / part work.

(b) To award the contract to one or more number of bidders / vendors, either on higher price, equal price or on different prices.

(c) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as the Department may deem fit.

(d) The Department reserves the right to give preference to Public Sector Enterprises / Government undertakings.

(e) The Department reserves the right to call for further information / documents / break-up for rates, taxes, etc., to decide on the tenders.

3.9 **Availability of Requisite Permissions & Licenses and Compliance with the Statutory Provisions:**

(a) The bidder / agency / contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

(b) It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the Tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this Tender. Further merely by filling the Tender, the bidder reconfirms that the bidder has complied with all statutory provisions of the Central, State, Local and Municipal Laws in force that may be enforced upon by the statute.

(c) Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

(d) Consequences of insufficient permissions / licenses or compliances on the part of the bidder would be to the bidder's account and the bidder merely by filling in the Tender indemnifies the Department of any or all such consequences.

- 3.10 **Blacklisting / Debaring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tender if he/she has been disqualified by any of the Government agencies.
- 3.11 **False Information:** In case, if it is found that the bidder not given the correct information and flouted any condition or the bidder does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in this Tender, then the Department reserves the right to cancel the order issued to them and award his quantum of work in the manner as deemed fit. This can be done at any stage.
- 3.12 **Indemnity:** Further, by submitting this bid, the bidder indemnifies the Department for any of the consequences arising out of non-availability / non-compliance of any of the requisite permissions / licenses / any other statutory permission, whatsoever required for carrying out this work.
- 3.13 **Usage of data / documents / Information:** Only if applicable to this tender, the Agency / bidder shall ensure that the documents, data, Information etc., if imparted by the Department or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by the Department in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect the Department's and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law which shall entitle the Department to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement between the vendor / bidder / agency is terminated with the Department.
- 3.14 **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and / or individual assigned by the Agency for performance of the services, the Agency shall be liable to pay damages as may be quantified by the Department. Apart from the above, the Department shall have the right to proceed against the Agency and / or its assigned person/ persons under appropriate law.
- 3.15-**Jurisdiction:** The decision of the Head of this Office shall be final & binding on both the parties in respect of all matters of dispute arising out of this tender. Any dispute arising shall be subject to Chennai Jurisdiction only.
- 3.16 **Nomenclature:** In the said tender, the tenderer, bidder or the agency or the contractor or the supplier has the same meanings with reference to the context and also the tenders or the bids has the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular covers plural also.
- 3.17 **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an

important condition as the correction may have a bearing on the rate / amount quoted resulting in altering H1 or H2 or H3 or any other position. Decision of the Department will be binding in this case. The bidder / Vendor / Agency merely by filling in this tender agree to this delegation of power to the Department to decide in this matter.

- 3.18 The Bidder must stamp and sign each page of this Tender Document. The Bidder's signature on the Financial Bid shall be deemed to imply unconditional acceptance of the Terms and conditions.
- 3.19 The Department will not entertain any request for revision in cost / price on account of any reasons whatsoever during the period of validity of quotation.
- 3.20 The quotation should be strictly as per Annexure-II failing which the quotation / bid is liable to be rejected without any further notice and the rates for the items, proposed to be disposed off by the Department, should be quoted in the relevant column of Annexure - II.
- 3.21 **No extra cost will be paid on account of transportation, insurance, installation, packaging & forwarding or on any other account. However, all the statutory taxes like GST, cess, etc., will be as per the prevailing notified rate at that time.**
- 3.22 Any modification in offer, after the submission of quotation/bid, will not be considered.
- 3.23 The bidder should clear the items proposed to be disposed off within 10 days from the date of issue of the work order.
- 3.24 Quotations received after closing date will not be considered. The Department will not be responsible for any postal delay.

4. SCOPE OF WORK AND SPECIAL CONDITIONS:

- 4.1 The bids are invited for purchase of unserviceable, old obsolete/ used CPU (Without hard disk), Monitor, HP Printers, Cartridges (Colour and B&W), Keyboards, Mouse, Router, UPS, Network Switch, Stabilizer, Dot matrix printer and Xerox Workcenter in this Office of the Commissioner of GST & Central Excise, Audit-1 Commissionerate, 1775, Jawaharlal Nehru Inner Ring Road, Anna Nagar Western Extension, Chennai-600101.
- 4.2 The bidder/ Vendor/ Agencies should refer to the attached documents for the detailed specifications of the items given in the Annexure —II (i.e. Financial Bid) containing the materials to be disposed of.
- 4.3 It is clarified that all the items in the tender will have to be quoted. The Department will award the contract on the basis of the highest rates quoted for each of the items in the Financial Bid.
- 4.4 The successful Bidder need to submit an undertaking that all the E- waste will be disposed of as per E- Waste (Management and Handling) Rules, 2016.
- 4.5 The items, once disposed to the Successful Bidder, shall not be taken back by the Department.

- 4.6 No sorting / breaking will be allowed within the office premises of the Commissioner of GST & Central Excise, Audit I Commissionerate, Chennai.
- 4.7 Bidders, before submitting quotation, should clearly understand their scope of work and in case any information / clarification is required, they may visit the office on any working day during the period from 21.01.2019 between 10.00 hrs. to 17.00 hrs. It may be noted that no clarification / information will be entertained on or after the last day of bid submission.
- 4.8 In the event of any damage caused by the bidder / contractor to the movable or immovable property of the Department or its client or to the property of the employees of the Department, the Department reserves the right to compute the damage in terms of money and to deduct the money from the bill of the bidder / contractor from the amount payable to the bidder / contractor by the Department and the remaining amount, if any, by way of civil damages.
- 4.9 The successful bidder(s) should arrange for pickup and transportation of the said E-waste items, at their own cost, and the Department would not pay any charges for the same.
- 4.10 The successful bidder(s) shall be required to clear all the items from this office to his premises within 10 days (Ten days) after payment of the quoted amount. On failure to do so, the Department shall have the right to forfeit the entire amount of the bidder and dispose the items to an alternate bidder.
- 4.11 The Department will not take any responsibility of the items regarding breakage, theft, etc., after awarding the contract.
- 4.12 All relevant Rules and Regulations of the Government of India will be final and applicable & binding on the bidders participating in the Tender.

5. PAYMENT TERMS:

5.1 Before clearing the items furnished in the Annexure-II to this Tender Notice, the successful bidder(s) should make the full payment by depositing the money in the Government account through TR-6 Challan in State Bank of India, Nungambakkam Branch .

Encl- Annexure I & II


(PRAMEELA ROSE)
ASSISTANT COMMISSIONER (SYSTEMS)

ANNEXURE-I

(UNDERTAKING)

(TO BE PRINTED ON BIDDER'S LETTER HEAD)

DATE: .01. 2019

To

The Commissioner of GST & Central Excise,
Office of the Commissioner of GST & CE
Audit-I Commissionerate, 1775, JLN Inner Ring Road,
Anna Nagar Western Extension, Chennai-600101.
Sir,

Sub: Bid for disposal of old and used / obsolete computers and computer peripherals / IT equipments / exhausted online UPS and their batteries etc., lying as e-waste goods at the Office of the Commissioner of GST & Central Excise, Audit-1 Commissionerate, Chennai — Regarding.

This is with reference to your tender notice dated _____ on the above subject. I / We are interested in getting my / our Company / firm empanelled in your organization for disposal of old computers and other IT Equipments at your office.

I/We hereby declare that our Company/Firm is registered with the Ministry of Environment & Forest / Central Pollution Control Board / State Pollution Control Board as an Authorized Recycle t/ Re-processor and having environmentally sound management facilities for collection, disposal / recycling of E- waste. Copy of the registration Certificate is enclosed.

I/ We have read and understood the details as given in the tender information (Annexure-I and Annexure-II) regarding the scope of work and Terms and Conditions for the selection of vendors for this tender and bidding for the auction. The tender conditions are acceptable to me / us. I/We have been given all the required information from your office. 1/ We have seen all the items for disposal kept at the location mentioned i.e. The office of Commissioner of GST & Central Excise, Audit-I Commissionerate, Chennai. I / We understood that in the event of non-compliance of the terms and conditions of the tender notice, my / our Earnest Money Deposit shall be forfeited by your office.

1 / We undertake to remove the e-waste goods from the above premises within 10 days in "as is where is basis" from the date of payment of the total amount to The Commissioner of GST & Central Excise, Audit-I Commissionerate, Chennai, by a crossed Demand Draft. I/ We also undertake to repair the damages, if any, caused to the existing furniture / building and fixture during the removal of the items.

Signature of the Bidder with seal.

CNO- IV/1/06/2018 - Systems

Tender for Disposal of computer peripherals

ANNEXURE-II (FINANCIAL BID)

SI NO	Description	Qty (Nos)	Unit Price	Rate of the bidder in Rupees		
				Base Price	GST & %	Total
1	CPU (Without Hard Disk)	13				
2	Monitor	7				
3	Printer	5				
4	Cartridges (colour)	44				
5	Cartridges (B&W)	48				
6	Keyboards	33				
7	Mouse	20				
8	Cisco Router	1				
9	UPS	1				
10	Network Switch	1				
11	Stabilizer SE1600	1				
12	Dot Matrix printer	3				
13	Xerox Work Center PE 220	1				
14	Xerox Work Center 5020	1				