



**OFFICE OF THE COMMISSIONER OF GST AND CENTRAL EXCISE
CHENNAI NORTH COMMISSIONERATE
No. 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai-600034**

C.No.IV/16/16/2019-20-PRO

Date: 06.06.2019

TENDER

NOTICE INVITING BIDS FOR DISPOSAL OF OLD XEROX MACHINE, REFRIGERATOR, TELEVISION, AND WATER DISPENSER AVAILABLE AS E-WASTE IN OFFICE OF THE COMMISSIONER OF NORTH COMMISSIONERATE GST & CENTRAL EXCISE NUNGAMBAKKAM CHENNAI-34.

The Office of the Commissioner of GST & Central Excise North Commissionerate Nungambakkam 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 Xerox machine (copier), Television, Refrigerator, and Water Dispenser at the office of the Commissioner of GST & Central Excise North Commissionerate, Nungambakkam, Chennai 600034 in "As is where is basis".

2. TENDER PROCESS:

2.1 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 **Public Relation Officer** of GST & Central Excise North Commissionerate Nungambakkam Chennai on all working days from **07.06.2019 to 27.06.2019** between **10.00hrs to 17.00hrs**. It may also be downloaded from website <https://eprocure.gov.in/eprocure/app>, www.centralexcisechennai.gov.in or www.cbec.gov.in. The sealed cover should be super scribed as "**Tender for Disposal of E-waste**" and Addressed to the Commissioner of GST & Central Excise North Commissionerate Nungambakkam Chennai, before **14.00hrs on 27.06.2019**. 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.

2.2 The Quotations submitted by the bidders will be opened on **28.06.2019 at 11.00hrs**. Before the Committee, headed by the Assistant Commissioner of GST and Central Excise at office of the Commissioner of GST & Central Excise North Commissionerate Nungambakkam Chennai. The bidders or their authorized representatives may be present at the time of opening of the tenders.

3. GENERAL TERMS & CONDITIONS:

3.1 Earnest Money Deposit: the firm participating in the tender shall submit a Demand Draft for **Rs.3000/-** (Rupees Three Thousand Only) drawn from any Nationalized Bank in favor of the Pay and Accounts Officer Central Excise payable at Chennai towards the Earnest

Money Deposit. The Demand Draft for **Rs.3000/-** has to be enclosed with the Tender Documents, without which the submitted tender documents will be liable for rejection. However, the firms who are in possession of valid and Eligible Exemption Certificate by the ministry of Micro, Small & Medium Enterprises, Government of India and having turnovers within the monetary limit mentioned in such certificate are exempted from furnishing the said Earnest Money Deposit.

- 3.2 The Earnest Money deposit of all the unsuccessful bidders will be returned by this office within a period of 10 working days from the date of opening of the received tenders. However in case of the successful bidder breaking out from the terms and conditions of this tender or refuses to honor the award if contract, the Earnest Money Deposit will be forfeited and fresh tender will be called for.
- 3.3 The items to be disposed as “E-waste” is listed in the Annexure-II (i.e. Financial Bid) of this Tender Notice.
- 3.4 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-waste, as the recycler/ reprocessor. 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

3.8 **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 toward 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.

- 3.9 **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.

- (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 in to 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 call for further information / documents / break – up for rates, taxes, etc., to decide on the tenders.
- (e) The Department reserves the right to give preference to Public sector Enterprises / Government undertakings.

3.11 Negotiations: Generally, no negotiation would be carried out. However, if deemed fit, Negotiation may be carried out only with the highest bidder and if the order has to be split To more than one bidder then it could be done on H1 or negotiated rates with H1, Whichever is higher.

3.12 Availability of Requisite Permission & Licenses and Compliance with the Statutory Provision:

- (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 filing 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 permission/ 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.

3.13 **Blacklisting /Debarring:** the bidder merely by filing 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.

3.14 **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.

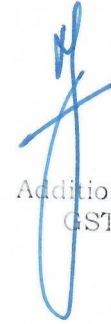
- 3.15 **Indemnity:** Further, by submitting this bid, the bidder indemnifies the Department for any of the Consequences arising out of Non-availability / Non Compliance of any of the requisite permission / Licenses / any other statutory permission, whatsoever required for carrying out this work.
- 3.16 **Breach of clause:** In event of any breach or threatened breach of any clause by the Agency/ bidder and/ or individual assigned by the Agency of 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.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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 agrees to this delegation of power to the Department to decide in this matter.
- 3.20 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.
- 3.21 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.
- 3.22 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.
- 3.23 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.
- 3.24 Any modification in offer, after the submission of quotation/bid, will not be considered.
- 3.25 The bidder should clear the items proposed to be disposed off immediately from the date of issue of the work order.
- 3.26 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 Disposal of Xerox Machine (Copier) Television, Refrigerator, and Water Dispenser at the Office of the Commissioner of GST & Central Excise, No 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600034.
- 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 off.
- 4.3 It is clarified that all 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 off 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, Nungambakkam, Chennai-600034.
- 4.7 Bidders before submission quotation should clearly understand their scope of work and in case any information/ clarification are required, they may visit the office on any working day during the period from **07.06.2019 to 27.06.2019** 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 the office premises of the Commissioner of GST & Central Excise, No 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600034 within 10 days (Ten days) after payment of the quoted amount on failure to do so the Department shall have the rights to forfeit the entire amount of the bidder and dispose the item 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 in advance in the form of Demand Draft drawn on any nationalized banks in favor of **“Pay and Accounts officer Central Excise”** payable at **Chennai**.



(Rajeev Kumar)
Additional Commissioner
GST & Central Excise

ANNEXURE-I
(UNDERTAKING)
(TO BE PRINTED ON BIDDER'S LETTER HEAD)

Date: 05.2019

To
The Commissioner of GST & Central Excise,
Office of the Commissioner of GST & Central Excise,
No. 26/1 Mahatma Gandhi Road, Nungambakkam,
Chennai-600034.

Sir,

Sub: Bid for disposal of old and used/ Xerox Machine (Copier) Television, Refrigerator,
And Water Dispenser lying as e-Waste at the Office of the Commissioner of GST &
Central Excise, 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 Xerox Machines (Copier) 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 Recycler/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 are 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. I/we have seen all the items for disposal are kept at the location mentioned i.e. The office premises Office of the Commissioner of GST & Central Excise, No 26/1, Mahatma Gandhi Road, Nungambakkam, Chennai- 600034. 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.

I/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, Chennai by a Closed 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

ANNEXURE- II
FINANCIAL BID Note

Sl. No.	Particulars		Details
I	EMD FEE: Rs.5,000/- (Details of DD amount, Bank name, DD No.)		
II	Name of the Company / Firm/ Agency/ Individual :		
III	Address of Company /Firm /Agency/ Individual :		
IV	Items Description Xerox Machine	Model Number	Quantity
1	Panasonic	1520-WORKI	1 Nos
2	Ricoh	FT-4615	1 Nos
3	Kyocera	KNI-1620	1 Nos
4	Panasonic	1520- WORKI	1 Nos
5	Canon	FPBW-XWKG-MF-1535	1 Nos
6	Rex	Rotany -1225-B	1 Nos
7	Canon	IR2016	1 Nos
8	Canon	C128	1 Nos
9	Cannon Image Runner	2202N	1 Nos
10.	Cannon	IR2018-N	1 Nos
11	Cannon	IR-1600	1 Nos
12	Cannon	KM-1620	1 Nos
13	Cannon	IR-2200-N	1 Nos
14	Cannon	IR-2022-N	1 Nos
15	Cannon	IR-1510	1 Nos
16	Cannon	IR-1210	1 Nos
IV	Items Description Television	Model	Quantity
17	Samsung-TV	-	1 Nos
18	LG- TV	-	1 Nos
19	BPL- TV	-	1 Nos
20	AKAI- TV	-	1 Nos
21	National- TV	-	1 Nos
22	Sony- TV	-	1 Nos
23	Trinitron-TV	-	1 Nos

IV	Items Description Water Dispenser	Model	Quantity
24	Voltas	MYL31SB	1 Nos
25	Voltas	YLR-25U153B	1 Nos
26	Voltas	-	1 Nos
IV	Items Description Refrigerator	Model	Quantity
27	Whirl Pool	-	1 Nos
V	Total value IV-(1 to 27) quoted in Rs.		
VI	Total Value IV- (1 to 27) quoted in words:		
VII	GST to be paid @18%		
VIII	Total Value in Rs. including GST		

Documentary evidence is required to establish fulfilment of all conditions mentioned herein.