



**National Institute of Electronics and Information Technology
(NIELIT), Gorakhpur**

**Tender for Disposal of Obsolete/Unusable Electronic Instruments and
Computer & Peripheral Items (e-waste) on GeM Portal**

Address: M.M.M. University of Technology Campus, Deoria Road

Gorakhpur- 273010, Uttar Pradesh

Tender Document

Scope of Work:

Bids are invited online through GeM (Government e-marketplace) Portal in category of Forward Auction on behalf of National Institute of Electronics and Information Technology (NIELIT), Gorakhpur from e-waste authorized collection centers of registered dismantler or recyclers registered with SPCB/CPCB for the disposal of e-waste on **“As is where is & what is basis”**

Place of e-waste	Items	Qty.	EMD (Rs.)
National Institute of Electronics and Information Technology, MMM UT Campus, Deoria Road, Gorakhpur-273010 (U.P.)	Obsolete/Unusable Electronic Instruments and Computer & Peripheral Items	Whole lot	15000/-

Important Dates and Time:

Inspection Date	30-Nov-2022 (10:00am) to 26-Dec-2022 (05:00pm)
EMD Submission Start Date	05-Dec-2022 (10:00 am)
EMD Submission End Date	27-Dec-2022 (05:00pm)
Auction Start Date	28-Dec-2022 (10:00am)
Auction End Date	29-Dec-2022 (05:00pm)
Increment during Auction	3000/-
Increment during extended period of Auction	1500/-
No. of extensions	Maximum allowed by GeM portal

Terms and Conditions:

1. Bids will be accepted through GeM portal only. Bidders should be registered on the GeM portal to participate in the auction process. The bid/tender is open for e-waste authorized collection centers of registered dismantler or recyclers registered with SPCB/CPCB for the disposal of e-waste on **“As is where is & what is basis”**
2. The items offered for disposal is on **“As is where is & what is basis”** at National Institute of Electronics and Information Technology, Gorakhpur in unpacked condition and as a whole lot. **The list of the items to be disposed off has been uploaded separately under Annexure-I.**
3. Participation and bidding in the bid/tender shall be treated as conclusive evidence of the fact that the bidder has inspected the items and documents pertaining to it and is satisfied in all respects regarding quantity, quality, and condition of the items.

4. The taxes (GST) & duties as applicable at the time of taking delivery by the successful bidder/bidders, which will be charged extra over the quoted bid. GST rate of 5% is applicable on E-waste Bidders should indicate their GST number while quoting).

5. The bidder may inspect the materials on any working day between 10:00 AM to 05:00 PM between 30th November, 2022 to 26th December, 2022, except Saturday and Sunday by prior intimation through e-mail (e-mail id: rajesh@nielit.gov.in, ravirastogi@nielit.gov.in) to satisfy themselves about the quality & condition of the materials offered.

6. Quantity of items may be increased or decreased. No complaint whatsoever will be entertained after the tenders are submitted or before or after the materials are lifted. No request for samples or inspection after submission of the tender will be accepted. In view of the 'as- is -where is' condition bidders are advised to quote rates only after inspection of the items at the site.

7. Earnest Money of Rs. 15000/- should be Deposit in the form of NEFT. The details for NEFT are as under, the proof of NEFT transfer must be uploaded/submitted:

Name of A/C Holder	: NIELIT Gorakhpur Centre
Account Number	: 1914002100094252
Name of Bank	: Punjab National Bank
Bank A/c type	: Current Account
Branch	: Kunraghat, Gorakhpur (U.P.)-273009
IFSC CODE	: PUNB0191400

8. Under no circumstances, the amount that are due or likely to be due from NIELIT Gorakhpur, will be adjusted against EMD.

9. If the bidder's offer is not accepted, the bidder's EMD shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful bidder shall remain with the seller till the payment of total sale value.

10. Bidders should clearly quote their rates for full lot.

11. BID EVALUATION: Bids would be evaluated and would be awarded to one who will offer the highest total rate for entire lot of e-waste subject to having the requisite certificates.

12. The acceptance letter/sale order/purchase order would be issued to the successful bidder notifying the amounts and schedule of submission of total sale value.

13. Successful bidder herein after referred to as purchasers, shall have to submit the total sale value of the contract within seven calendar days of the issue of the acceptance letter/sale order/purchase order (excluding the date of issue). The total sale value shall be deposited in the form of NEFT drawn on any of the commercial bank in favor as mentioned in the instructions at Sl. No (7) of the terms and conditions as above.

14. The successful bidder is liable to remove within 21 days all the materials of awarded Lot from NIELIT Gorakhpur premises. The labour, transport and other arrangements will have to be made by the purchaser at their own cost, risk and responsibility between 10.00 AM to 5.00 PM., on any working days. No picking, choosing or sorting will be allowed in the NIELIT Gorakhpur premises. In case the material is not lifted within the specified time, a ground rent per day will be charged, @ 0.5 per cent of the sale value per day as per existing rule, from the purchaser for a further period of 7 days. If the awarded lot is not removed it will be treated as abandoned lot and appropriate action will be initiated against defaulter for such abandoned lot. NIELIT Gorakhpur reserves the right to re-sell abandoned lot. The concerned bidder will not have any claim whatsoever about the abandoned lot.

15. Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.

16. While taking delivery of the material, the Purchaser shall be responsible for any damage that may be done to premises/fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at is option arrange to make good such damages and the purchaser shall pay for the same on demand.

If such payment is not made on demand, the SELLER may forfeit the EMD or may stop delivery of the material till payment is made.

17. SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative/labour etc. and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves/safety shoes etc.,) to the laborers, who are engaged for loading the materials, if required.

18. If any accident or damage to the property /life etc. arises by reason of any act of negligence/omission/default or no-compliance with any of the Terms and Conditions or statutory regulations or rules and regulation applicable within the Seller's premises, on the part of the Buyer /his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

19. If any theft/fire/damage or any type of miss-happening occurs within the period of award of lot and removing of materials from NIELIT Gorakhpur premises the loss will be borne by the bidder. NIELIT Gorakhpur will not be responsible for loss, damage or deterioration of the material due to any cause, whatsoever within the said time.

20. The seller's responsibility ends after the consignment has been loaded and handed over to the representative of the purchasers. The seller will not be a party to any dispute that may arise after the loading has been completed.

21. The person authorized by the purchaser will be allowed to take delivery.

22. The address given in the Bid 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.

23. NIELIT Gorakhpur reserves the right to cancel the Tender of disposal or withdraw a lot or part thereof from the sale without assigning any reason thereof. The seller reserves the right to accept/reject and cancel any bid, amend/withdraw the lot at any stage before or after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale. The highest bidder does not get any right to demand acceptance of his offer.

24. Sale of e-waste shall be governed by E-waste (management) Rule 2016 or as amended from time to time.

25. Bidder must submit following documents as mentioned in below table on GeM Portal while participating in bidding process failing which the bid would be rejected:

S. No.	Details of Documents to be uploaded	Page Number
1	Copy of valid Authorization Certificate of Central Pollution Control Board/State Pollution Control Board for disposal of e-waste	
2	Documentary proof of GST, PAN Card and Aadhar/Address Proof Certificates	
3	Details of e-waste details of units/factory with complete postal address, contact person and telephone/mobile numbers	
4	Proof of payment of EMD	
5	Inspection certificate (Annexure-A)	
6	Declaration (Annexure-B)	
7	Proforma for Bid detail (Annexure-C)	

INSPECTION CERTIFICATE

I certify that I have personally inspected all the E-waste scrap of NIELIT Gorakhpur for Disposal and submitting herewith the quotation considering E-waste items as a single lot.

Authorized Signatory

DECLARATION

I/We have read the Terms & Conditions to BIDDERS and accept the same in too.

I/We have made my/our offer keeping in view of all these conditions forming part of the tender enquiry.

I/We have remitted an EMD of Rs. 15000/- (Rupees Fifteen Thousand Only) vide NEFT No. dated

Identity card details:

Mobile No.

Telephone No.

Place:

Date:

Signature, Name and Address of
the Bidder with seal

Proforma for Bid Details

1. Name of the Bidder:
2. Address and Telephone No.
3. E mail ID (if any)
4. GST No. of the Bidder
(furnish photocopies of relevant documents)
5. Status of the Organization
(i.e., whether proprietorship, partnership,
Pvt. Ltd., etc.)
6. Do you agree with the terms and Conditions mentioned
In tender document
7. Details of EMD: NEFT No. Dated
for Rs. 15000/-

Declaration:

It is certified that the information furnished above is correct to the best of my knowledge & belief. I have gone through the terms and conditions stipulated in Tender Document and confirm to abide by same. We have seen the material to be transported from NIELIT, Gorakhpur Centre.

Place.....	Signature.....
Date	Name
	Designation