



CSIR- Fourth Paradigm Institute

NAL Belur campus, Wind Tunnel Rd, Bengaluru, Karnataka 560037

Email: spo@csir4pi.in

Tender Document

4PI/PUR/2K23/010

Date:06th July, 2023

To,

Sub: Disposal of Old & unserviceable e-waste items and non-e-waste items at CSIR-4PI.

Sir,

Bids are invited on behalf of CSIR-4PI from e-waste authorized collection centers of registered dismantler or recyclers registered with SPCB/CPCB for the disposal of lot 1 on "As is where is & what is basis" and for lot no-2 (Non-e waste items) where authorization from SPCB/CPMB is not mandatory.

Lot No.	Place of lot	Articles	EMD(Rs)
LOT NO:1	CSIR-4PI, NAL Belur campus, Wind Tunnel Road, Bengaluru, Karnataka 560037	<i>E-WASTE</i> Old & Unserviceable Electrical Items/Office Equipment	20,000
LOT NO:2	CSIR-4PI, NAL Belur campus, Wind Tunnel Road, Bengaluru, Karnataka 560037	<i>NON E-WASTE</i> Old & Unserviceable Items (furniture and other miscellaneous item)	10,000

Proof of submission of EMD is mandatory. The receipt of payment of EMD must be mailed to spo@csir4pi.in before the opening of Bid. All communication/Correspondence etc... regarding inspection of materials be addressed to spo@csir4pi.in

- All the pages of the tender documents are to be signed by the bidders
- Unsigned bids will be summarily rejected

TERMS AND CONDITIONS

1. The tender is open for e-waste authorized collection centers of registered dismantler or recyclers registered with SPCB/CPCB for the disposal of lot no. 1 on “As is where is & what is basis”
2. The materials offered for disposal are on “As is where is & what is basis” within the premises of CSIR-4PI.
3. Bidder must submit a notarized copy of the valid registration certificates issued by the state (union territory) pollution control board (SPCB/CPCB) while uploading/submitted the tender, failing which the bid would be rejected.
4. Participation and bidding in the 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.
5. 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 18% is applicable on E-waste Bidders should indicate their GST number while quoting).
6. The bidder may inspect the materials on any working day between 10:30 AM to 04:30 PM between **10th July, 2023 to 14th July, 2023**, by prior appointment to satisfy themselves about the quality & condition of the materials offered. 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 Deposit as mentioned against the lot through RTGS/NEFT should be done, copy of which must be uploaded/submitted along with the bid failing which the bid will be rejected summarily without assigning any reason. The proof of the RTGS/NEFT details of CSIR-FOURTH PARADIGM INSTITUTE are as follows to enable you to make an electronic transfer: The proof of RTGS/NEFT transfer may be uploaded/submitted. In case demand draft has been drawn, the said demand draft should reach this office before the date of opening of the bid.

Bank Detail of CSIR-FOURTH PARADIGM INSTITUTE for Submission of EMD-Beneficiary Name- DIRECTOR, CSIR-FOURTH PARADIGM INSTITUTE, BANGLORE (Erstwhile CSIR-CMMACS) BANGLORE 560037

Account number- 32812616000

IFSC Code- SBIN0004815

MICR Code- 560002035

The payment methodology for making payment for the highest acceptable bidder would be same as above.

8. If the bidder's offer is not accepted, the tenderer's EMD shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tender shall remain with the seller till payment of the sale value. It may be adjusted as part of the total sale value money at the discretion of SDC.

9. The following documents should be uploaded/Submitted:

1. Proof of payment of EMD
2. GST registration certificate
3. Copy of ID proof
4. Profile of the firm with experience certificate
5. Notarized certificate for registered dismantler or recyclers registered with SPCB/CPCB is mandatory for lot no-1
6. Price bid

10. The acceptance letter/sale order would be issued to the successful bidder(s) notifying the amounts and schedule of submission of total amount.

11. Successful tenderers herein after referred to as purchasers, shall have to deposit a sale value of the contract within seven calendar days of the issue of the acceptance letter/sale order (excluding the date of issue).

12. Bidder can quote for one or both lots. If any bidder is quoting for both the lots. The bidder has to deposit EMD separately for both the lots. Bidder(s) will be chosen on H1 basis

13. Bidders should clearly quote their rates for both the lots separately.

14. BID EVALUATION: Bids would be evaluated and would be awarded to the highest bidder subject to having the requisite certificates.

15. Delivery Order: Delivery Order is an essential document required to be produced to take delivery of the material from the custodian and therefore after depositing SV, the Delivery

Order should be issued and the delivery should be made to purchaser or his agent on the strength of the Delivery Order and after verifying cashier's receipt.

16. The successful bidder is liable to remove within 21 days all the materials of awarded Lot from CSIR-4PI 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 CSIR-4PI 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. CSIR-4PI reserves the right to re-sell abandoned lot. The concerned bidder will not have any claim whatsoever about the abandoned lot.

17. 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 sale value.

18. 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 its 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 Deposit or may stop delivery of the material till payment is made.

19. 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.

20. 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.

21. 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.
22. Bid should be valid for a period of 90 (Ninety) days from the date of opening of the tenders. (Note: If administrative approval is not received within this period, then the bidders may be asked for extension of validity of their bids).
23. The person authorized by the purchaser will be allowed to take delivery.
24. 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.
25. If any theft/fire/damage or any type of mishap occurs within the period of award of lot and removing of materials from CSIR-4PI premises the loss will be borne by the bidder. The CSIR-4PI will not be responsible for loss, damage or deterioration of the material due to any cause, whatsoever within the said time.
26. The lot(s) will be awarded to the highest bidder.
27. CSIR-4PI 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.
28. All disputes arising between the parties out of or in relation to the Acceptance letter and Delivery order or sale process shall be settled amicably. If, however the parties fail to resolve amicably, the same shall be settled through arbitration in line with Arbitration and Conciliation Act 1996, amendments thereof of 2015 and any subsequent amendments.
29. The place of adjudication will be Bangalore.
30. Sale of hazardous waste items would be governed by the following procedures in addition to guidelines/notifications issued by the Central Pollution Control Board (CPCB)/Ministry of Environment and Forests (MoF) from time to time.

31. Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 or as amended from time to time;

32. Sale of other categories of hazardous waste items will be governed by the Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016 or as amended from time to time;

33. Sale of e-waste shall be governed by E-Waste (Management) Rules, 2016 or as amended from time to time;

34. 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(orMoEF).