



**THE STATE TRADING CORPORATION OF INDIA LTD.**  
**Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi - 110001**

NIT No. STC/CO/MSD/ITC/EWASTE/2020

Date 09.11.2020

**NOTICE INVITING TENDER**

**Subject: Tender for Disposal of E-Waste (Obsolete, un-serviceable and surplus Electronic, Electrical & Computer items/ equipment/ etc) available at STC Building, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi on 'As is where is with no complaint basis'.**

Sealed quotations are invited by 'The State Trading Corporation of India Ltd, New Delhi' from the Authorized Collection Centres or Dismantlers or Recyclers or Producers of E-waste, who are registered with Central Pollution Control Board (CPCB), Ministry of Environment and Forests, Government of India or any other State Pollution Control Boards; for disposal of **Obsolete, un-serviceable and surplus Electronic, Electrical & Computer items/ equipment/ etc (List of items as per Annexure-II)** on 'As is where is with no complaint basis' against advance payment.

Tender document can be downloaded from STC's website i.e. [www.stclimited.co.in](http://www.stclimited.co.in) and Central Public Procurement (CPP) Portal i.e. [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). The sealed quotations shall be submitted at 'The State Trading Corporation of India Ltd', Ground Floor, Main Reception, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi-110001 as per following details:

Closing date and time of Submission of Bids	26/11/2020 (up to 1200 Hrs IST)
Date and time of opening of Bids submitted	26/11/2020 (at 1230 Hrs IST)

Prospective Bidders are advised to read the Tender document carefully and also inspect the items available at STC office building at Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi before submission of the sealed quotations.

For The State Trading Corporation of India Ltd.

**Manager, IT Division**  
The STC of India Ltd,  
Jawahar Vyapar Bhawan,  
1, Tolstoy Marg, New Delhi

## **TERMS AND CONDITIONS:**

**1. Scope of Work:** Disposal of e-waste items as mentioned in Annexure-II within 7 (seven) days of issuance of Letter of Award (LOA) on **“As is where is with no complaint basis”** against advance payment.

**2. Inspection of Items:** The interested bidders may inspect the disposable E-waste items as available at The STC of India Limited, JVB, New Delhi before participating in the Tender.

For inspection of the items, following officials of STC may be contacted between 11 AM to 4 PM on all working days till 20.11.2020:

- (a) Shri B S Bhamra, Dy. General Manager, Contact No. : 9810228260
- (b) Shri Kaushik Chanda, Manager (Admin), Contact No. 9971150565
- (c) Ms. Meenakshi Nanda, Dy.Manager, Contact No. 9311020203
- (d) Shri Somnath Guddu, Dy.Manager, Contact No. 9818558545

**3. Delivery: Ex-Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi** as per following modus operandi -

- i) Successful bidder shall arrange for shifting of the E-waste items from various floors of the office building to the ground floor through staircase only.
- ii) The total time period for the work including shifting of E-waste items and removal of debris, if any would be 7 (seven) days from the date of issuance of Letter of Award(LOA). For the delayed execution, liquidated damage @ 1% per week on total contract value shall be charged/ recovered from the security deposit.
- iii) Loading and Transportation charges shall be borne by the successful bidder.
- iv) The successful bidder shall arrange sufficient manpower and pay lifting/ loading/ any other labour related charges and other expenses including removal of debris, etc directly.
- v) All Items shall be delivered on **“As is where is with no complaint basis”** subject to advance payment.
- vi) Delivery Challan shall be issued by STC accordingly.

**4. Validity:** Bids must remain valid for 30 days from the date of opening of price bid.

**5. Price Bid:** Price (INR) to be quoted in Lump Sum inclusive of all applicable taxes as per Price Bid Format at **Annexure-III**.

**6. Earnest Money Deposit (EMD)/ Security Deposit (SD):**

i) The EMD of **Rs.10,000/- (Rupees Ten Thousand only)** is to be submitted in the form of Demand Draft / Banker’s Cheque favouring The STC of India Limited, payable at New Delhi **OR** can be transferred online to STC’s Account No. 200000550077, Indusind Bank, Barakhamba Road, New Delhi-110001, IFSC Code INDB0000005. Bids without EMD shall be rejected.

MSME bidders are exempted from submitting EMD subject to submission of valid MSME certificate.

ii) EMD of unsuccessful bidder shall be refunded within 15(Fifteen) working days from the date of Sale Order is issued to successful bidder.

iii) No interest on EMD amount is applicable.

iv) For successful bidder, EMD amount shall be kept as Security Deposit. In case MSME vendor is successful bidder, he has to deposit Security Deposit of **Rs.10,000/- (Rupees Ten Thousand only)** through online mode. The EMD/Security deposit shall be refunded after 7 (seven) days of completion of work in all respect. No interest on security deposit is applicable. If the successful bidder fails to initiate the work or lift materials as per the Tender terms and conditions, the Security deposit shall be forfeited by STC.

#### **7. Mode of Payment :**

i) The successful bidder (H-1) shall deposit 100% amount of value (for the items as per **Annexure-II**) through online to STC's Account No: 200000550077, Indusind Bank, Barakhamba Road Branch, New Delhi, IFSC Code: INDB0000005 within **3 (three) days** from the date of award of work.

ii) Successful bidder (H-1) shall shift and lift the E-waste items within **7 (seven) days** from the date of award of work/ issuance of LOA after depositing the full payment with STC. Also, all the costs and means required to remove the E-waste items and debris, if any, from STC's premises shall be borne by the bidder (Labour/ Transportation charges, etc.).

iii) Applicable GST, TCS and other taxes/ statutory levies, if any, shall be borne by the successful bidder.

**8. Title and Risk:** STC 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.

**9. Award of Contract:** STC shall award the contract to the successful bidder with highest quote (H1). In exceptional circumstances, in case the H1 bidder fails to commence the work at site as per the Tender terms, STC will reserve the right to award the work to H2 bidder provided H2 bidder matches to quote of H1 and the EMD/SD of H1 bidder shall stand forfeited. Similarly, if H2 bidder fails to match H1 bid then STC will exercise the option to ask H3 bidder to match H1 bid.

#### **10. Submission of Bid/ Quotation:**

The bidder (s) shall submit the Sealed Quotation/ Price Offer at "The State Trading Corporation of India Ltd", Main Reception, Ground Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 on or before 24/11/2020 till 3 PM.

The sealed quotation should also contain the following documents:

- a. Signed and stamped Tender document.
- b. Valid Registration Certificate issued by Central Pollution Control Board/ State Pollution Control Board.

- c. PAN card.
- d. GST registration certificate.
- e. EMD (UTR of Online deposit) **OR** MSME Certificate, if any.
- f. Undertaking for non-blacklisting as per prescribed pro-forma at Annexure-I.

**Note:** Incomplete offer shall be rejected. Bids received late or not in properly sealed cover or received through any other means or not conforming to the Tender conditions or not complete in all respects will be rejected. Bids received through fax/post/email would be rejected.

#### **11. General Conditions:**

- i) Bidders have to bid for the all the items mentioned at **Annexure-II** in entirety and part bid would be summarily rejected.
- ii) In the event of non-execution or non-lifting of entire E-waste items by the successful bidder, STC reserves the right to sell the material to H2 bidder and soon, as per Clause-9.
- iii) STC reserves the right to accept or reject any or all offers or to re-tender at STC's sole discretion without assigning any reasons.
- iv) The successful bidder will be fully responsible for any injury or accident to any person(s) employed by him during the execution of the work or to the employees and, for any damage/loss caused to any structure or any part of the property due to the negligence/default on the part of the successful bidder, he would be wholly liable to make good/repair the same at his own cost and expenses.
- v) During execution of the works the entire premises have to be kept clean and free from any obstructions and all the debris/ surplus materials shall be removed from the work site as soon as works are completed. In case of any failure by the successful bidder on its part, the work shall be rescinded by STC at the risk and cost of successful bidder and the security deposit shall be forfeited.
- vi) The successful bidder during the operation would exercise all measures/ safeguards/ precautions, etc to ensure safety and security of officials and occupants of the office building i.e. Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi.
- vii) Quotations submitted through email, fax, postal and courier shall not be considered and rejected. Similarly, quotations received late or not in properly sealed cover or received through any other means or not conforming with the above conditions or not complete in all respects will be rejected.
- viii) STC reserved its discretion to ask for additional information from the bidder(s) in view of proper evaluation of the bids.
- ix) The Tender document including the terms & conditions are to be signed as a token of acceptance and the signed copy of the same to be submitted along with bid document.
- x) Any corrigendum/amendment to the Tender will be issued on STC's website.
- xi) Mere participation in Tendering process does not guarantee awarding of work.
- xii) Terminated/ Debarred/ Blacklisted bidders by any Govt./ Quasi-Govt/ Central & State PSUs, etc are not allowed to participate in this tender. If the bidder deliberately gives wrong information in his bid, the bid is liable to be rejected at any stage and the Security Deposit and/or EMD/dues

from STC shall be forfeited. In this regard the Bidder has to submit a self-attested **Undertaking** as per attached Pro-forma at **Annexure-I**.

xiii) Conditional bids shall be liable to be rejected and STC's decision in this regard shall be final and binding.

xiv) The successful bidder shall acquaint himself with the site conditions. All items are to be transported from the respective floors to Ground Floor by using staircase. However, the successful bidder has to ensure that there are no damages made to the staircase; failing which, recovery of the damages will be made from their security deposit.

xv) The successful bidder has to ensure about fire safety during the execution of work. Therefore, the successful bidder shall be required to suitably instruct the labourers deployed at site for the purpose to restrict them from using any inflammable material as well as using tobacco, cigarette, match box etc. If any miss-happening is noticed, consequences thereof shall be at the risk and cost of successful bidder including STC's right to impose damages penalty and forfeited of security deposit.

xvi) Timing of operation/ execution of work shall be restricted beyond 8.00 PM. Therefore, work will be carried out from 9.30 AM and maximum upto 8.00 PM. However, while transporting the material from respective floors to Ground floor through staircase, the same shall be allowed from 6.00PM to 8.00 PM on working days and normal working hours (9.30 AM to 8.00 PM) on holidays/ Sunday.

xvii) All the unsuccessful bidders shall have no contractual relations with STC in any manner and shall only be an interested party acting as terms of this Tender.

xviii) No claim of quality and quantity to be entertained by STC as the dismantling and disposal process is under 'As is where is with no complaint basis'.

xix) The Tender is subject to policies of STC issued from time to time.

xx) The successful bidder (H1) shall not sublet, transfer or assign the work or any part thereof, accruing there from or under the contract.

xxi) During the entire activity of lifting of E-waste items and removal of debris, all the norms of COVID-19 must be followed by the bidder.

**11. Cancellation of Contract:** If the successful bidder fail to fulfil their contractual obligations for reasons other than Force Majeure, STC shall be entitled at their option to cancel the contract and recover the damages. STC shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

**12. Holiday-Listing:**

Notwithstanding anything contained in this Notice inviting Quotation, STC's policy for Holiday-Listing of an Bidder/ Successful bidder mutatis mutandis applies to this Notice inviting Quotation and in the event, the Bidder/ Successful bidder(s) while discharging its obligations under the contract or otherwise, come(s) within the ambit of the said policy, STC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the Bidder/ Successful bidder(s) in accordance with the policy in force.

**13. Indemnity:**

- i) The Bidder will indemnify STC of all legal/ other obligation of its own and its professional employees utilized for STC work.
- ii) STC also stands absolved of any liability on account of factual or breach of trust caused by the selected bidder or its employees utilized for the performance of work and also for any damages or compensation due to any dispute between the bidder and its employee.
- iii) STC shall also be indemnified from any act or any fraud concealment causing thereby damages or any legal proceeding against STC by any third party or bidder's employees.
- iv) The bidder also undertakes to keep STC harmless and indemnified, from any loss or costs resultant from any decree obtained against the Bidder having tendency to be enforced against the STC. Also the STC shall be indemnified, from any consequential act taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of bidder, to the extent of cost /legal expenses/interest imposed upon.
- v) The bidder hereby also indemnifies STC for any loss or expenses or any dispute which arises due to breach of any of the term and conditions specified in the Tender.

All the indemnifications shall be to the fullest and as per satisfaction of the STC.

**14. Dispute Resolution:**

All dispute or differences whatsoever arising between the parties out of or relating to the subject work, final decision decided by Electrical/Civil Engineers of STC shall be binding on the Bidder/ Successful bidder. In case of non-acceptance of the decision of STC by the Bidder/ Successful bidder, the applicant(s)/Bidder/ Successful bidder shall agree that the courts and tribunals at New Delhi, shall have exclusive jurisdiction to settle any or all disputes, which may arise out of or in connection with this Notice inviting Quotation. All disputes, arising out of this Notice inviting Quotation shall be decided in accordance with the Laws of India.

**15. Force Majeure:**

Should any of the force majeure circumstances namely act of God, national calamity, fire, Government of India policy, restrictions, strikes or lockouts by workmen, war, military operations of any nature and blockades preventing STC/successful bidders from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the contract shall be extended as these circumstances prevail, provided that in the event of these circumstances continuing for more than 15 (fifteen) days either party shall have the right to refuse fulfill its contractual obligations without title to indemnification of losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract. A certificate issued by the respective statutory authorities shall be sufficient proof of existence and duration of such circumstances or if no authority is applicable then STC.

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**UNDERTAKING BY THE BIDDER**

**(Pro-forma for submission of past contractual performance/declaration by the bidder)**

This is to certify that we M/s \_\_\_\_\_ under submission of this offer, confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the bid evaluation criteria.
2. 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 to any contract, inordinate delays in completion, litigation history with STC or financial failure etc.
3. Our business has never been banned/blacklisted by any Central/State Govt. department/Public Sector Undertaking or Enterprises of Central/State Govt. during last 3(three) years preceding the date of bid submission.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the bid/ quotation by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We have not submitted any fraudulent document/information either in present or past bids/ quotations, failing which, STC reserves the right to disqualify us or any action as deemed fit such as forfeiture of EMD and/or debarment of business for 2 years.
7. The bid/ quotation submitted by us are in conformity with the terms & conditions of Notice Inviting Tender and there is no deviation.

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Seal & Stamp of the Bidder/ Authorized Signatory** \_\_\_\_\_

**LIST OF E-WASTE ITEMS**

<b>Sl. No.</b>	<b>Description of Items for disposal</b>	<b>Total Quantity (in Nos.)</b>
1	Desktop Computers (CRT)	28
2	Printers	49
3	UPS	44
4	Photostat machines	4
5	Fax Machines	23
6	Stabilizers	2
7	Room Heaters	7
8	Fans	29
9	Electronic typewriters	4
10	RO Water System	1
11	Water Cooler	1
12	Telephone Instrument	112

This is a tentative and indicative list. There may be a slight deviation in quality, quantity and specifications of the items mentioned above.



**Annexure-III**

**PRICE BID**

(To be submitted on bidder's letterhead)

NIT No. STC/CO/MSD/ITC/EWASTE/2020

Date 09.11.2020

S.No.	Description of disposable E-Waste Items	Quantity	Total Amount Quoted (Rs.)
1	E-Waste Items (Obsolete, un-serviceable and surplus Electronic, Electrical & Computer items/ equipment/ etc) available at STC Building, Jawahar Vyapar Bhawan, 1, Tolstoy Marg, New Delhi on 'As is where is with no complaint basis' against Advance Payment.	As per Annexure-II	
2	Applicable Taxes		
Total (1+2)		In Figures	
In Words:			

**Enclosures:**

1. Signed and stamped Tender document.
2. Valid Registration Certificate issued by Central Pollution Control Board/ State Pollution Control Board.
3. PAN card.
4. GST registration certificate.
5. EMD (UTR of Online deposit) **OR** MSME Certificate, if any.
6. Undertaking for non-blacklisting as per prescribed pro-forma at Annexure-I.

**Declaration:**

1. We have carefully gone through the terms and conditions of the Tender document and accordingly have submitted this offer/ quotation. We also hereby agree to abide by the same for the fulfillment of the contract.
2. We are aware of the latest Government guidelines applicable for disposal of e-Waste items to the fullest extent and will abide by the same. STC will have no liability in case the said guidelines are breached or not followed by us.

**(Signature of Bidder/Authorized Signatory with date, seal & stamp)**