



सीमा शुल्क आयुक्त का कार्यालय, तिरुच्चिरापल्लि

OFFICE OF THE COMMISSIONER OF CUSTOMS: TRICHY

NO.1., WILLIAMS ROAD, CANTONMENT, TIRUCHIRAPALLI – 620001.

www.customstrichy.gov.in

सी सं C.NO: 1/20/01/2015 PERS

दिनांक Date : 31 .03.2016

**NOTICE INVITING QUOTATIONS FOR DISPOSAL OF OLD
COMPUTERS/PRINTERS AND OTHER PERIPHERAL ITEMS AVAILABLE IN
CUSTOMS COMMISSIONERATE, TRICHY AS E-WASTE**

The office of the Commissioner of Customs, Trichy hereinafter referred to as Department, invites sealed bids from the Registered Recycler/ Reprocessors of E-Waste with Ministry of Environment & Forest / Central Pollution Control Board/State Pollution Control Boards etc. for purchase of unserviceable, old / obsolete/used desktop Computers, Printers, Monochrome CRT Monitors, and other peripheral items lying at Room No.218, Office of the Commissioner of Customs, No.1.Williams Road, Cantonment, Trichy - 620001 on “ As is where is basis”.

2. TENDER PROCESS:-

2.1 The bidders participating in the above said Tender shall submit their quotations in a 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 Customs, Personnel Section, Office of the Commissioner of Customs, No.1.,Williams Road, Cantonment, Trichy from **01/04/2016 to 17/04/2016** between **10.00 hrs. to 17.00 hrs.** It may also be downloaded from the web site **www.customstrichy.gov.in**. The sealed cover should be superscribed as “ **Tender For Disposal of E-Waste**” and addressed to “ The Joint Commissioner of Customs, Office of the Commissioner of Customs, No.1.Williams Road, Cantonment, Trichy -620001” and should be submitted with Steno to the Joint Commissioner of Customs, 3rd Floor, Office of the Commissioner of Customs, No.1.Williams Road, Cantonment, Trichy – 1 before **14.00 hrs. on 18/04/2016**. Quotations 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 Tenderers will be opened on 18/04/2016 at 16.00 hrs before the Tender Committee, headed by the Joint Commissioner of Customs, Trichy, 3rd Floor, O/o The Commissioner of Customs, No.1, Williams Road, Cantonment, Trichy-1. 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.3,000/- (Rupees Three thousand only) drawn from any Nationalized Bank in favour of “ The Commissioner of Customs, Trichy” and payable at Trichy towards the Earnest Money Deposit. The Demand Draft for Rs.3,000/- has to be enclosed with the Tender Documents, without which the submitted tender document 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 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 honour the award of contract, the Earnest Money Deposit will be forfeited and a fresh tender will be called for.

3.3 The items to be disposed off as “E-Waste” are 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 documents in support of the said registrations should be enclosed with the Tender Documents.**

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 Ninety days (90 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 the 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, Duty, VAT, Excise, Sales Tax, Service Tax & Other Taxes**

(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 Service Tax, GST, VAT 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 levies 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 to evaluate 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 /quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.

3.10 **Right of Department:** The Department does not bind itself to accept the highest or any tender 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 of rates, taxes, etc. to decide on the tenders.

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 bidders then it could be done on H1 or negotiated rates with H1, whichever is higher.

3.12 **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 the 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 vendor would be to the vendor's account and the vendor merely by filling in the Tender, indemnifies the Department of any or all such consequences.

3.13 **Blacklisting/Debarring**: 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 tenders if they have been disqualified by any of the government agencies.

3.14 **False Information**: In case, if it is found that the vendor has not given the correct information and flouted any condition or the vendor 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 work 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 vendor / 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.

3.16 **Delivery of CPUs:** After the award of the contract in respect of the CPUs of the Computers, they shall be taken only after formatting by the **Resident Engineer of the Department**. The bidder should not insist for delivery of the hard disks with the existing data and shall not try through any means to recover the data so formatted. If any such effort is brought to this Department in future, the bidder is liable for legal action as deemed fit by the Department. In short, no data / document of the Department should be with the bidder after delivery of the CPUs.

3.17 **Usage of data / documents /Information:** Only if applicable to this tender, the Agency 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.

3.18 **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 the 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/s under appropriate law.

3.19 **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 Trichy Jurisdiction only.

3.20 **Nomenclature:** In the said tender, the Bidder or the Agency or the Vendor or the Contractor or the Supplier have 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.

3.21 **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.

3.22 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 unqualified acceptance of the Terms and Conditions.

3.23 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.

3.24 The quotation should be strictly as per Annexure-II falling 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.

3.25 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 tax/VAT will be as per the prevailing notified rate at that time.

3.26 Any modification in offer, after the submission of quotation/bid, will not be considered.

3.27 The bidder should clear the items proposed to be disposed off within 10 days from the date of issue of the work order.

3.28 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 old computers and other IT Equipments at the Office of the Commissioner of Customs, Room No.218, IInd floor, No.1.Williams Road, Cantonment, Trichy – 1.

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 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 off as per E Waste (Management and Handling) Rules, 2011 notified by Ministry of Environment & Forest, Government of India and the proposed E-waste management 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 Customs, Trichy.

4.7 Bidders, before submitting quotation, should clearly understand their scope of work and, in case any information/clarification is required, he/she may visit the Office on any working day during the period from **01/04/2016 to 17/04/2016** between **10.00 AM to 05.00 PM**. It may be noted that no clarification/information will be entertained on or after last day of bid submission.

4.8 In the event, any damage caused 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 contractor from the amount payable to the 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 items, at their own cost, and the Department would not pay any charges for the same.

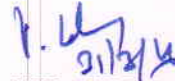
4.10 The successful bidder(s) shall be required to clear all the items from the Room No.218 of the Department to his premises within 10 (Ten) days after the payment of the quoted amount. On failure to do so, the Department shall have the right to forfeit the entire amount of the bidder and dispose the items to 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 favour of " The Commissioner of Customs, Trichy and payable at Trichy.



(V.SIVAKUMAR)

JOINT COMMISSIONER OF CUSTOMS