



Maharashtra Pollution Control Board (MPCB), Mumbai

NOTICE INVITING TENDERS

1. The Maharashtra Pollution Control Board, Mumbai invites quotations for (i) Disposal of Discarded and Scrap **ewaste** being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022
2. Sealed Quotations, duly superscribed "**Quotation for Disposal of Discarded & Scrap E-waste and Mixed scrap, Mumbai**" and addressed to "**The Member Secretary, MPC Board, Mumbai**" are invited so as to reach the Executive Engineer, MPC Board, 4th floor, Kalpataru Point, Sion, Mumbai – 400022, **not later than 14:30 hours on 29.08.2023**. Quotations received after stipulated date/time shall not be entertained. **The quotations will be opened on 30.08.2023 at 11:30 hours** in the presence of the Bidders or their authorized representative(s) who may like to be present.
3. Detailed information/terms and conditions for the purpose can either be downloaded from www.mpcb.gov.in

Member Secretary

Dated: 25th August, 2023

Maharashtra Pollution Control Board (MPCB), Mumbai

"Quotations for Disposal of Discarded & Scrap E-waste and Mixed scrap stored at 4th floor, Kalpataru Point, Sion, Mumbai"

Tender No: MPCB/EE/

Dated: 25-08-2023

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MAHARASHTRA POLLUTION CONTROL BOARD

4th FLOOR, KALPATARU POINT, SION (EAST),
MUMBAI – 400 022

SECTION - I DOMESTIC COMPETITIVE BIDDING

Tender No. MPCB/EE/E-waste/

Dated:

| | |
|---|---|
| Name of Work | i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part. (ii) Mixed scrap such as Chairs, Fans, A.C. Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022 |
| Period of Contract | 02 days from the date of issue of Sale Order, after receipt of full payment by MPC Board. |
| Earnest Money Deposit | Rs. 5,000/- |
| Last Date & Time for receipt of Bid | 14.30 hrs on 29.08.2023 |
| Time and Date of Opening of Technical Bid | 11.30 hrs on 30.08.2023 |
| Place of Opening of Technical Bid | 4 th floor, Conference Hall, Kalpataru Point, Sion (East), Mumbai - 400022. |
| The tender documents can be obtained from: | www.mpcb.gov.in |
| Tender documents to be submitted at: | Executive Engineer, 4th floor Kalpataru Point, Sion, Mumbai – 400022 |
| Quotations in sealed envelope superscribed " Quotation for Disposal of Discarded & Scrap E-waste and Mixed scrap, Mumbai " should be addressed to: | Member Secretary, MPC Board, Kalpataru Point, Sion, Mumbai – 400022. |

SECTION -II
INVITATION TO BID

Tender No. MPCB/EE/E-waste/

Dated: 25.08.2023

1. Member Secretary, Maharashtra Pollution Control Board, Mumbai invites sealed quotations for disposal of (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022

2. The scope of work includes lifting, dismantling and removal of (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022

3. The Earnest Money Deposit/Bid Security (Refundable, if the bid is not successful) of **Rs. 5,000/- (Rupees Five Thousand only)** in the form of Demand Draft/Banker's Cheque in favour of **MPC Board**, payable at Mumbai, has to be deposited along with Quotation.

4. The completion time of work shall be maximum 02 days from the date of issue of Sale Order, after receipt of full payment by MPC Board, Mumbai

5. The bid document can be downloaded from the MPC Board's websites www.mpcb.gov.in

6. Member Secretary, MPC Board reserves the right to accept or reject any bid, and to annul the bidding process at any time, without incurring any liability to the affected Bidder or Bidders.

7. The sealed tenders completed in all respect shall be submitted to Executive Engineer, MPC Board, 4th floor, Kalpataru Point, Sion, Mumbai - 400022 not later than 14.30 hours on 29.08.2023 and the Technical bids will be opened on 30.08.2023, 11.30 hrs in Conference Hall, 4th floor, Kalpataru Point, Sion, Mumbai - 400022 Read and accepted.

*Signature and stamp of
Bidder or Authorized Signatory*

SECTION-III
INSTRUCTIONS TO BIDDERS

- 1.** This Invitation to Bids is open to all Agencies fulfilling the eligibility criteria. Agencies not conforming to any of the following parameters will not qualify:

Eligibility Criteria:

- a. The Agency should have to be registered Recycler/ Re-processors of E-waste registered with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the Maharashtra Pollution Control Board for disposal/recycling of E-waste being Electrical and electronic equipment, whole or in part (Largely consists of condemned computer systems, printers, UPS & other computer peripherals) on "As is Where is" basis.
 - b. The Vendor should be eligible to handle E-waste as mentioned in the E-waste management and Handling) rules, 2011 dated 12-05-2011 and E-Waste Management and Handling Rules, 2016 dated 23-03-2016.
 - c. The Agency should be an Income Tax assessed and should have filed Return of Income for the last 3 assessment years, i.e. Assessment Years 2015-16, 2016-17 and 2017-18.
- 2.** The Agency is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in each and every respect will result in rejection of the bid.
- 3.** The goods will be sold on "As is where is basis", so far as the physical condition of the same is concerned. That is to say, the Agency(ies) will be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc. by inspecting the material before submitting their tender and no complaint/claim in this regard will be entertained by MPC Board after the submission of the tender. The tender for both the job works will be awarded to a single bidder only on the basis of net cost of the work.
- 4.** Bidders may quote for all items mentioned in the schedule (Section VIII).
- 5.** Organization and other details in the format given as per **Annexure—A** of the Bid Document.
- 6.** **The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid.**
- 7.** **The Technical Bid (Section-VI) submitted by the bidder shall include the following:**

8.1 Copies of Documents to be submitted at the time of filing the Bid

- a. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.
- b. Certificate of registration with the Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with Maharashtra Pollution Control Board or with Maharashtra Pollution Control board alongwith all the other permissions required to recycle/re-process and refurbish the E-waste/data destruction.
- c. Income-tax Returns for the last 3 assessment years and copy of PAN.

8.2 The bidders are required to submit Earnest Money Deposit (EMD) of Rs. 5,000/- by means of demand draft Pay/Banker's Cheque drawn in favour of **MPC Board** payable at Mumbai, along with their bids. The EMD is to remain valid for a period of 90 days beyond the final bid validity period. In case the Tender Process takes longer than 90 days, the successful bidder will submit a fresh EMD of Rs 5,000/- before the expiry of earlier instrument through which the EMD was furnished.

8.3 The Bidder shall sign its bid with the exact name of the concern to which the Contract is to be awarded.

8.4 The Bid document filed by the bidder shall be typed or written in indelible ink. No overwriting or cuttings shall be permitted. No bid will be considered unless and until all the pages documents comprising of the Bid are properly signed and stamped by the persons authorized to do so.

8.5 Member Secretary, MPC Board, Mumbai reserves the right to reject the bid having deviations from the prescribed terms and conditions.

9 Requirements of Financial Bid (Section VII):

- a. The Financial Bid shall comprise the separate price components for (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022 indicated in the **Section - VIII** of the bid document.
- b. The Net cost of the work offered shall be taken into consideration while awarding the contract. The cost of data destruction shall be reduced from the sale value offered by the bidder for the E-waste lying in the MPC Board Office as per **Section -VII** of the bid document to arrive at the net cost of the contract.
- c. Rates quoted shall include statutory obligations as may be applicable.
- d. The bidder will have to bear the cost of dismantling, lifting, removal and disposal of all the Discarded and Scrap **e-waste** being Electrical and electronic equipment, whole or in part, lying at 4th floor, Kalpataru point, Sion, Mumbai - 400022, indicated in the **Section - VIII** of the bid document.
- e. Prices shall be quoted in Indian rupees only.
- f. The Bidder shall sign its bid with the exact name of **the** concern to which the contract is to be awarded.

- g. The Bid document filed by the bidder shall be typed or written in indelible ink. No overwriting or cuttings shall be permitted.

10. Sealing and Marking of Bids:

- a. The Technical Bid along with EMD instrument and requisite documents (listed in Para 8 above) shall be placed in one sealed envelope super-scribed '**Technical Bid**'. The Financial Bid shall be kept in a separate sealed envelope super-scribed '**Financial Bid**'. Both the envelopes shall then be placed in one single, sealed envelope super-scribed "**Quotation for Disposal of Discarded & Scrap E-waste and Mixed scrap, Mumbai**" and shall be addressed to the Member Secretary, MPC Board, Mumbai. The bidder's name, telephone number and complete mailing address shall be indicated on the cover of the outer envelope.
- b. Both the inner envelopes super-scribed Technical Bid and Financial Bid shall also have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- c. If the outer and inner envelopes are not sealed and marked as required, the MPC Board shall assume no responsibility for the bid's misplacement or premature opening.
- d. If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, "**Technical Bid**", the Bid document will be summarily rejected in the first instance itself.
- e. All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.
- f. The bidders should submit their bids in separate sealed envelopes, which in turn should be placed into a sealed larger envelope (Maximum Width of 10 Inch), to the Executive Engineer, MPC Board, 4th floor, Kalpataru Point, Sion, Mumbai - 400022, by 14:30 hrs on **29.08.2023**. No acknowledgement, in respect of receipt of any bid, shall be issued. The "Quotations" will be opened at 11:30 hrs. on **30.08.2023**.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Executive Engineer, MPC Board at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the MPC Board, the Bids will be received up to the given time on the next working day.
- b. The Member Secretary, MPC Board may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.
- c. Any bid received by the MPC Board after the deadline for submission of bids prescribed in the bid, document will be rejected and will not be opened.

12. No telex / telegraphic / fax quotations will be accepted.

13. Bidders sending their tenders by post will do so solely at their own risk and the MPC Board will not be responsible for any loss in transit or postal delay.

14. Incomplete tender or tenders submitted with qualifying conditions at variance with the Terms and Conditions of tender are liable to be rejected summarily.

15. Modifications and Withdrawal of Bids:

- a. No modification or substitution of the submitted application shall be allowed.
- b. A bidder may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the MPC Board, before the due date for submission of Applications. In case a bidder wants to resubmit his application, it shall submit a fresh application following all the applicable conditions.
- c. The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

16. Validity:

Bids shall remain valid for 60 days after the date of bid opening prescribed by the MPC Board. A bid valid for a shorter period shall be rejected by the MPC Board as non-responsive.

17. Opening and Evaluation of Technical Bids:

- a. The MPC Board shall open all Technical Bids in the first instance on the appointed date, time and venue
- b. During evaluation of bids, the MPC Board may, at its discretion, ask the bidder for clarification of his bid.
- c. No bidder shall contact the MPC Board on any matter relating to his bid from the time of the bid opening till the time of issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
- d. Any effort by a Bidder to influence the MPC Board in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.
- e. Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract.
- f. Department may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority.
- g. No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
- h. Failure to furnish EMD along with technical bid will result in bid getting rejected.

18. Opening and evaluation of Financial Bids:

- a. The Highest Bid shall be decided upon the highest price quoted by the particular bidder.

- b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.
 - c. The Highest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the MPC Board.
 - d. Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the amount mentioned in words shall be taken as the bid price. If the bidder does not accept the correction of errors, as aforesaid, his bid will be rejected.
- 19.** The MPC Board does not bind himself to accept the highest bid. The Board reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all the lots may be allotted by the MPC Board to one or more than one bidder as the MPC Board may deem fit and no claim/complaint in this regard will be entertained by the MPC Board.
- 20.** Where the bid has been signed by the Authorized Representative on behalf of the bidder, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (The MPC Board may out rightly reject any bid, which was not supported by adequate proof of the signatory's authority).
- 21.** No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.
- 22.** In the event of the MPC Board office remaining closed on the day of opening of the tender for any unforeseen reason, the tender will be opened on exact next working day and it is the responsibility of the bidders to find out from the MPC Board. MPC Board does not undertake any responsibility whatsoever to inform any or all the bidders such changes and it is within the rights and discretion of Department to take all such decisions and the same shall be binding on all bidders.
- 23.** The bidders must write their complete postal address correctly and legibly (preferably in Bold letter) so that the sale Acceptance Letter/Sale Offer or the EMD refunds are made correctly. The MPC Board shall not be responsible for either delay or non-delivery of SO/EMDs due to wrong or illegible/incomplete address given in the tender document.
- 24.** EMD of unsuccessful bidder will be returned to them within 15 days of the completion of financial evaluation of tenders.
- 25.** The EMD amount of the successful bidder shall be forfeited, if the bidder fails within the time fixed by the MPC Board to sign the contract on terms contained in the bid document within the prescribed validity period i.e. 60 days from the opening of the technical bid.
- 26.** Prior to the submission of Bid, the Bidder/Authorized Representative of the bidder shall personally inspect the scrap and facilities specified in the Bid at his own cost and under prior intimation to the Executive Engineer, MPC Board. This is necessary to enable the bidder to gather all the information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

- 27.** Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.
- 28.** The Member Secretary, MPC Board reserves the right to negotiate the price with the finally short-listed bidder before awarding the contract. It may be noted that Pr. Chief Commissioner of Income-tax, Mumbai will not entertain any price negotiations with any other bidder.
- 29.** The Member Secretary, MPC Board without assigning any reasons, reserves the right to accept or reject any bid, and to annul the bidding process and to reject all the bids at any time, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the action.
- 30. Requests for Information:**
- 30.1** Bidders are required to direct all communications related to this document through the designated Contact person i.e. Executive Engineer, MPC Board, 4th floor, Kalpataru point, Sion (East), Mumbai - 400022.
- 30.2** All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. The MPC Board, will not answer any communication initiated by bidders later than five business days prior to the due date of opening of the bids.
- 30.3** If the Department, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then the department reserves the right to communicate such response to all bidders.
- 31.** The Member Secretary, MPC Board, shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so Issued shall form part of original invitation to tender.
- 32.** In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the contractor in connection with the submission of the offer; even though the MPC Board may elect to withdraw the invitation to tender. All invitation to tender be withdrawn or cancelled by the MPC Board for which the Department shall have the right to do so at any time, the Earnest Money paid by the bidders with the bid will be refunded to them in due course without interest.
- 33.** The bidders shall have no right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated there in.
- 34.** The bidders are required to submit their quotations only in the space provided for that purpose i.e. in "Schedule of Rates/offer sheet" attached with the tender. The Pr. Chief Commissioner of Income-tax, Mumbai shall not be responsible for rates quoted by bidders at any other place being missed out during tender opening. No representation from such bidders in this regard shall be entertained by the Pr. Chief Commissioner of Income-tax, Mumbai.
- 35.** In case of a tie (same rate quoted by two or more bidders) in quotations of a particular item, then all such bidders shall be asked to submit fresh sealed prices on the spot. The decision to accept/reject any/all of the quotation(s) shall be reserved with the Department

- 36.** The decision of the Member Secretary, MPC Board or its authorized representative/nominee in the matter arising out of these sales shall be final in regard to all matters relating to the contract.
- 37.** The goods will be sold on "As is where is", so far as the physical condition of the same is concerned. That is to say, the bidder (s) will be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc. by inspecting the material before submitting their tender and no complaint/claim in this regard will be entertained by the MPC Board after the submission of the tender.

Read and accepted.

Signature and stamp of Bidder or Authorized Signatory

SECTION-IV
TERMS&CONDITIONSOFCONTRACT

1. This contract shall be for (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022
2. In the event of acceptance of the bid, the bidder, after receiving the award of the contract, shall enter into an agreement with the MPC Board, which shall be governed by the terms and conditions/ scope of work given in the bid document.
3. The Contractor shall acknowledge that it has made itself fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications, and other details of the contract. The contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for **variation of any rates** agreed to the contract or to evading any of its obligations under the contract.
4. The contractor will be responsible for the execution of entire work and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any act of negligence, omission or commission, whether intentional or otherwise, of the contractor or any of the workers/ agents deployed by the contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The MPC Board will not be liable for any loss or harm to any person within or outside the premises of MPC Board from any act of omission or commission of any of the workers, agents any others deployed by the contractor in the course of providing any services stated in this contract.
5. The MPC Board shall not be liable for any compensation, claim for damages etc. due to any accident, injury or harm to any person deployed by the Agency or death due to accident or otherwise, which may arise out of any circumstances related or unrelated with their lifting, handling, dismantling or disposing of the items inside or outside the premises of MPC Board. The MPC Board, shall be indemnified by the Contractor for all such claims.
6. Without prejudice to the preceding term of contract, the contractor will be liable to reimburse the MPC Board of any cost or legal liability penalty/ fine imposed on the MPC Board by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the contractor or any of the workers deployed by the contractor in the course of providing any services stated in this contract.
7. The contractor shall not subcontract or permit anyone other than it to perform any of the work, service or other performance required of the Agency under the contract.
8. The vendor shall ensure that the data on the memory disks/hard disks which are part of the E-waste are destructed properly and terminally. The vendor shall arrange to destruct the data on the site of storage of such e-waste.
9. **Vender should ensure that all e-waste is disposed/ re-processed and refurbished as per latest Government guidelines. The vendor should have facilities as per the guidelines of Central Pollution Control Board or Maharashtra Pollution Control Board. Vender should submit a disclaimer related to this with their proposal.**

10. The MPC Board shall have right to inspection with a view to ensuring strict adherence to terms and conditions /scope of work of the contract.
11. **Payment TERMS:**
- (a) The contractor shall be required to pay the total sales value including applicable taxes and duties of all the Discarded and Scrap **e-waste**, same day of issue of the Sale Order. EMD will not be adjusted against the sale and it will be repaid within 7 days from completion of contract. The cost to be levied for Data destruction of all the memory disks/hard disks included in such E-waste is to be reduced from the sale value of the e-waste.
 - (b) Sale value (as reduced by the cost of data destruction) including any other charges as applicable must be paid by Demand Draft/Pay Order in favour of **MPC Board**, payable at Mumbai.
 - (c) **In the event of the sale value of E-waste being less than the cost of data-destruction, the vendor shall furnish a bill of net cost payable by the MPC Board in prescribed format in triplicate in the name of "MPC Board".**
12. The MPC Board reserves the right to accept or withdraw from sale the materials offered for sale in full or part thereof prior to or after the acceptance of the tender without assigning any reasons whatsoever. In such an event the payment, if any, deposited by contractor/ purchaser shall be refunded by the MPC Board in due course of time without interest, and thereafter no liability/ compliant whatsoever shall be entertained by the Pr. Chief Commissioner of Income-tax, Mumbai.
13. **The list of Details of Unserviceable and Discarded & Scrap E-waste being Electrical and electronic equipment in whole or in part at 4th floor, Kalpataru Point, Sion, Mumbai - 400022 offered for disposal is enclosed as per Section VIII.**
14. **INSPECTION**
- (a) The material quoted for may be inspected at the appropriate site(s) as indicated in the Section VIII and contractor, should thoroughly satisfy themselves about the nature, condition and quality of the materials and working conditions. The MPC Board gives no guarantee or warranty as to the conditions of the material or/its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity & condition/ fitness for use shall be entertained by the MPC Board.
 - (b) The materials quoted for may be inspected at the site by prior appointment with the authorized officer of the MPC Board and by observing the entry procedure of the MPC Board. The discretion to allow any person to inspect the stores would rest solely with the MPC Board and the mere fact of producing the tender paper at the concerned works of the Department will not confer any such right on the person concerned.
15. **PERIOD OF CONTRACT:**
- The period of the contract will be as specified in the Terms and Conditions of tender document. Unless the materials are lifted within 02 days from the signing the contract, the contract for the quantity not lifted within the stipulated time shall be deemed to have been cancelled and the Pr. Chief Commissioner of Income- tax, Mumbai shall be at liberty to dispose them off without prejudice to its rights against the contractor. If further material is left in the area allotted to the contractor after the period of contract, Pr. Chief Commissioner of Income-tax, Mumbai at its sole discretion give the extension of time to the contractor to complete the contract in all respect and the contractor shall remove the materials during the extended period also at the same contract rate as provided for, along with ground charges as per clause 17.

16. DEFAULT IN PAYMENT BY THE CONTRACTOR

In case of default in payment within the time limits specified in the terms and conditions/scope of work of tender, the due payment may be made together with additional charges @ 10% per week or part thereof on the Sale amount for the period of delay, within 7 (seven) days from the due date. However, MPC Board reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned time limits or even within the aforesaid additional period of 14 (fourteen) days at the Department's sole discretion and in such an event the sale of the items will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) of the contractor will automatically stand forfeited and in addition, the terms of the Clause 15 hereinafter will be applicable.

17. FAILING LIFTING BY THE CONTRACTOR

In case of any default in lifting the materials by the contractor within the time limits specified in the Terms and Conditions of tender, the unlifted material may be lifted within 14 (fourteen) days from the due date subject to payment of ground rent for the period of delay beyond the specified free delivery period. In case of goods sold on 'lot' basis, the ground rent will be payable @ 10% per week, or part thereof, on the value of the entire lot, even lifted in part, whereas in case of goods sold on unit/number basis, the ground rent will be payable @ 10% per week or part thereof on the value of the un lifted quantity. However, it will be the sole discretion of the MPC Board not to allow the contractor to lift the material with or without the ground rent after the expiry of the stipulated free delivery period or even within the aforesaid additional period of 14(fourteen) days and in such event the sale of the material not lifted by the contractor will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited and in addition, the terms of the Clause 13 hereinafter will be applicable.

18. ARBITRATION:

In the event of any dispute or differences arising as to the execution of the contract or as to the respective rights or liabilities of the parties hereto or interpretation of any of clause thereof on any condition of agreement (except as to any matters the decision of which is specially provided for or the special conditions), the dispute shall be resolved in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the Rules there under and any statutory modifications thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings. The award of the arbitrator shall be final and binding on parties to the agreement. All dispute, controversy or claim between the parties which cannot be mutually resolved within a reasonable time shall be referred to arbitration by sole Arbitrator. Further, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this agreement is subject to the exclusive jurisdiction of the court situated in the state of Maharashtra.

19. Legal Construction:

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within the state of Maharashtra.

20. TERMINATION OF CONTRACT:

20.1 In the event of contractor failure to fulfill any of the tender obligations including not lifting the contracted material under this agreement, decision of the MPC Board in this regard shall be final and binding on the contractor. The Member Secretary shall have the full liberty to do any or all of the following:

- a) Cancel the contract with immediate effect for the material under the contract not taken delivery/date is not destructed of by the contractor as on that date in which case the Earnest money shall stand forfeited.
- b) Retain and/or adjust/recover from contractor's any amount lying with the either under this contract or any other contract or which may at anytime become payable/refundable to the contractor either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by the MPC Board in selling the material under the contract not taken delivery of by the contractor on its own at contractor's risk and costs. Even after such recovery/adjustment by the Department from contractor any amount as

mentioned above lying with the Department, if any further amount is still found payable/refundable by the contractor, the contractor shall pay the same to the MPC Board on demand without any objection or demurrage. The decision of the Department in regard to the actual losses incurred to the MPC Board including the reasonableness of the rate at which the Department decides, the decision of the Department shall be final and binding on the contractor. Provided no loss is incurred by the Department, the contractor shall only be entitled to the refund of the amount retained by the Department by way of advance payment towards the undelivered stores without any interest.

- (c) If the contractor or any of its partners becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if.
 - (d) At any time during the pendency of the contract, it comes to the notice of the Pr. Chief Commissioner of Income-tax, Mumbai that the contractor has misled it by giving false/incorrect information.
- 21.** The contractor shall comply with all statutory liabilities and obligations of the State and Central government. The MPC Board shall not be liable for any contravention/non-compliance on the part of the contractor. Any contravention/ non-compliance on the part of the contractor would be construed as sufficient ground for termination of the contract at the discretion of the MPC Board. Notwithstanding, in the event of the MPC Board being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the contractor to any statutory laws/rules/regulations etc., the MPC Board reserves the right to recover such fine/penalty etc., from the contractor by way of recovery by imposing penalty. The decision of the Member Secretary, MPC Board shall be final in this regard.
- 22.** The MPC Board shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, strikes, lockout, closure, pestilence, dissilience, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, acts, demands or otherwise any other cause of conditions, beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of the MPC Board to extend the time of performance on the part of the Department by the period as may be necessary to enable the Department to self-performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.
- 23.** It should be noted by the contractor that by entering into this contract the Pr. Chief Commissioner of Income-tax,, Mumbai is not precluded for entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 24.** The instructions to bidders shall also form part of the contract.

Read and accepted

*Signature and stamp of the
Bidder or Authorized signatory*

SECTION- V

SCOPE OF WORK

1. This contract shall be for (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022
2. The contractor shall lift the full materials lying in the basement/destroy all the data in the memory disks/hard disks by employing their own labour and equipment at their own risk and cost within the time stipulated in the Terms and Conditions of Tender or within such time as may be prescribed in the delivery order. The contractor shall lift the materials only from the lots/site space as may be earmarked/demarcated by the MPC Board from time to time which should be final and binding on the contractor and they shall observe the rules and regulations and working hours as may be fixed by the Board. The contractor shall observe the rules only after fulfilling the provisions of advance payments and issue of Delivery Order by the authorized officer of the MPC Board. The contractor shall follow the procedure for taking the material out of the MPC Board premises prevailing in the respective works of the MPC Board.
3. The materials have to be removed/data destroyed on 'AS IS WHERE IS BASIS' at the contractor's own cost. No processing other than as may be required for convenient transportation will be permitted at the sole discretion of the MPC Board before removal from the premises of the MPC Board. The contractor shall not be provided with any equipment including dozer, scrapper, gas, power, water facilities etc. by the Department. The contractor shall arrange for any of these at their own cost and they shall have to take prior permission from the authorized officer/nominee of the Department for this purpose.
4. The locations where the lots are lying are one of the areas of active work. Under no circumstances shall the operation of the contractor interrupt/interfere with normal operation of the MPC Board. Further, the contractor shall not indulge in any operation which could interfere with MPC Board's functioning, if any, in their area in the vicinity or site.
5. The contractor shall follow the MPC Board's procedure in regard to the issue of Gate Passes for taking the materials out of the premises of MPC Board. The contractor shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by the MPC Board and issued by the authorized officer of the Department.
6. The Executive Engineer shall allow a reasonable number of the contractor's authorized representatives/ workers, trucks etc. at the sole discretion of the Member Secretary for entering into the works site for the purpose of removal and transportation of the materials. The Department shall have the right to ban entry of any of contractor's representative/workers/trucks at the sole discretion of the Department without assigning any reason.
7. The contractor will have to fulfill the safety rules, security rules as governed by the applicable rules/laws, for the representatives of the contractor, prevailing from time to time. The contractor shall supply safety equipment and appliances to their workers at their own cost.

8. It shall be the entire responsibility of the contractor to ensure that their vehicles are not driven with so high a speed or in so reckless or rash manner as to cause an accident or prove to be potential threat to the safety of the traffic.
9. The contractor shall be fully responsible for the acts of their representatives/worker and shall fully indemnify the Pr. Chief Commissioner of Income-tax, Mumbai for losses/damage(s) sustained by the Department. The Department will not be responsible for any claim from labour employed by the contractor. The contractor shall wholly and fully be responsible for such claim for compensation for accident or injury/death or damage, caused during operation to their employees or to any of the Department's employees or to the Department's property.
10. The contractor or any of their representatives worker/agents shall not indulge in any activity which is directly/indirectly prejudicial to interest of the Pr. Chief Commissioner of Income-tax, Mumbai or any acts of a misappropriation, pilferage or abetting misappropriation or pilferage of the Department's property or any attempt thereof to offer or attempt offer gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employees of Pr. Chief Commissioner of Income-tax, Mumbai. Indulge in any malpractice namely but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support or any claim against the Pr. Chief Commissioner of Income-tax, Mumbai for any reduction of any liability or in connection with work of the Pr. Chief Commissioner of Income-tax, Mumbai or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.
11. After receipt of material value including taxes/duties (as adjusted by the cost of data destruction) in full by the Pr. Chief Commissioner of Income-tax, Mumbai the contractor shall lift the entire material allotted to them by employing their own labour and cost, from the site within 7 days from the date of Issue of Delivery Order or within such time as may be prescribed in the Delivery Order. However, the period to lift the entire material should not be more than 15 days from the date of contract.
12. **REMOVAL OF MATERIALS**
 - a. Dismantling and transportation of the goods/Data Destruction shall be the responsibility of the contractor at his own costs and risks. The contractor will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in Delivery Order.
 - b. If at any time, after the Work order is issued, the MPC Board wants to retain any item/items for any purpose, the Contractor should agree to it and necessary deduction will be made from the Work order value as per the valuation/assessment by the authorized officer of the MPC Board which shall be binding on the Contractor.
 - c. The MPC Board or its authorized officer shall have the right to stop dismantling & loading of the materials/Data Destruction if they found that the contractor or its representatives are not following the instructions given to them or the lot is not cleared out in accordance with the provisions or Contract.
13. No Contractor's men will be allowed to stay inside the MPC Board's premises beyond the officer hours, i.e. 06:00 PM on all working days.
14. The contractor shall not be allowed to store the material on the roadsides which

may block traffic on the road or cause inconveniences to the working of the office.

15. The contractor shall not be entitled to resell/recycle/refurbish or re-process any material equipment/items out of the goods sold to him by the MPC Board while these goods are still lying within the premises of the Department. Only data destruction is to be done at the premises of the department. No delivery of material would be affected by the Department to any persons other than the contractor or his authorized representative.

16. **ENGAGEMENT OF LABOUR**

- 16.1 The recruitment of labour should generally be in accordance with the labour laws of the Government.
- 16.2 The entry of the employees of the Contractor shall be regulated through the valid gate passes issued by the MPC Board. All rules enforced from time to time in this respect shall have to be followed by the contractor.

17. **SAFETY**

- 17.1 The Contractor's Supervisor shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory.
- 17.2 Gas cutting work, if any, to be carried out by the Contractor in course of dismantling work etc. will be allowed only under supervision of Contractor's supervisory personnel who will ensure that all safety precautions have been taken including those for prevention of fire in and around the area.
- 17.3 All arrangements of dismantling, removal, loading and transportation of the sold material have to be made by the contractor himself. The MPC Board does not take any responsibility; for providing equipment or any other consumable to the Contractor for dismantling job.

18. **SECURITY OF SOLD EQUIPMENT:**

The Contractor shall make his own arrangement for the security of materials sold to him under the Sale order. The MPC Board shall not be responsible for any loss or theft of such materials already sold to the contractor. The Contractor will be responsible for safe custody of his own tools, tackles and other materials.

*Read and accepted.
Signature and stamp of
Bidder or Authorized Signatory*

**SECTION-VI
TECHNICAL BID**

(On the letter head of the concern submitting the bid)

To
The Member Secretary,
Maharashtra Pollution Control Board,
Mumbai - 400022

Ref: Tender No. _____ Dated _____

Sir,

I/We hereby undertake to provide the services for ((i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022 as specified in the Bid/tender document and agree to hold this offer open for a period of 60 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

Certified that I/we have the experience of more than _____ years in providing services for disposal of E-waste being Electrical and electronic equipment. Certified copies of at least one work-order pertaining to each of the last three years are enclosed with this bid.

A detailed profile of the organization as filled in as prescribed in the Annexure — A of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

- (a) Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.**
- (b) Certificate of registration with the Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with Maharashtra Pollution Control Board or with Maharashtra Pollution Control board alongwith all the other permissions required to recycle/re-process and refurnish the E-waste.**
- (c) Income-tax Returns for the last 3 assessment years. and copy of PAN card. Any other document(s)**

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

Signature and stamp of the Bidder
or Authorized signatory

Dated this _____ day of _____ of 2023

Telephone: _____

FAX _____

Address _____

E-mail _____

Seal of Agency.

Signature of the bidder.

SECTION-VII
FINANCIAL BID

“Tenders for ((i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022.

Having examined the bid documents and having submitted the technical bid for the same, I/we, the undersigned, hereby submit the Financial Bid for providing for (i) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part (ii) Mixed scrap such as Chairs, Fans, A.C., Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022 (iii) Data **destruction of all the** memory disks/hard **disks included in such** E-waste in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

1. **Name, address, and telephone No. of the Bidder/Applicant Contractor**
2. Total Value of Contract (For sale and disposal all the items mentioned at section-VIII on as is where is basis)
3. Charges for Data Destruction for memory disks/hard disks part of the E-waste

Net Value of the Contract: Value at Sr No. 2 - Value at Sr. No.

(Payable to the department / Receivables by the vendor)

Date:

Place:

Stamp/Seal of the Bidder Name
and **Signature of the Authorized**
Signatory

| |
|--|
| Tender will be opened on 30.08.2023 at 11:30 hrs. in Conference Hall, 4 th floor, Kalpataru Point, Sion, Mumbai - 400022 in front of bidders or their Authorized Representatives. |
|--|

SECTION-VIII

**LIST OF UNSERVICEABLE AND DISCARDED & SCRAP E-WASTE AT 4th FLOOR,
KALPATARU POINT, SION, MUMBAI - 400022**

| Sr. NO. | Particulars | QTY | Period (Years) |
|---------|--|--------|-------------------|
| 1. | Refridgerator | 02 | 19 |
| 2. | Photo copier (MP C2003SP) Ricoh make | 02 | 08 |
| 3. | Duplicator Machine (Dx 3440) | 01 | 16 |
| 4. | Split Air Conditioner (MITSUBISHI, CARRIER) | 02 | 16 |
| 5. | Pedestal Fan | 18 | 22 |
| 6. | Fax/Printer Machine | 27 | 12 to 15 |
| 7. | Printer Toners | 700 | - |
| 8. | Iron Cupboard | 09 | 23 to 24 |
| 9. | Scanner | 06 | 12 to 15 |
| 10. | CPU | 03 | 12 to 15 |
| 11. | Foam Chair | 20 | 11 to 12 |
| 12. | Iron Chair | 2 | 22 |
| 13. | Iron | 150 KG | 22 to 25 |

Annexure "A'

PROFILE OF ORGANIZATION

| Sr. no. | Name of the Work | (I) Disposal of Discarded and Scrap e-waste being Electrical and electronic equipment, whole or in part. (ii) Mixed scrap such as Chairs, Fans, A.C. Aluminium and Metal pipes, Cupboards, Electrical fittings etc. lying at 4th floor Kalpataru Point, Sion, Mumbai – 400022 |
|---------|--|--|
| 1 | Name of the Concern | |
| | Address with email, Phone, Fax, Nobile Nos : | |
| 2 | Name and address of the Proprietor/Partners/Directors: | |
| 4 | Year of Establishment of the concern/experience in the execution of disposal of scrap/waste | |
| 5 | PAN (enclose copy | |
| 6 | GST No. (enclose copy, if any) | |
| 7 | Details of Demand Draft/Banker's Cheque in respect of Earnest Noney | |
| 8 | Any other information in support of their past antecedent, present experience, approach & methodology of work, competency to execute contract, financial capacity etc. | |

Note: Please attach extra sheet in support of your information, if space in the column is insufficient. It is requested to visit the site and ascertain the quantum of work before submitting the tender.

Date:

Place:

Signature & Seal of
bidder