



**SAMBALPUR MUNICIPAL CORPORATION: SAMBALPUR**  
**Odisha - 768001**

Phone No. 0663-2411316 / E Mail : [sambalpurm.hud@nic.in](mailto:sambalpurm.hud@nic.in)

Notice No: 2093 /SMC

Date: 04.03.2022

**REQUEST OF PROPOSAL FOR SELECTION OF SUITABLE AGENCY FOR DISPOSAL  
OF "E-waste" FROM MATERIAL RECOVERY FACILITY CENTRE WITHIN  
SAMBALPUR MUNICIPAL CORPORATION AREA.**

Sealed tender are hereby invited by Sambalpur Municipal Corporation from the interested, reputed and suitable Agencies authorised by the Odisha State Pollution Control Board/ Central Pollution Control Board for disposal of "E-waste" for our 09 nos. of Material Recovery Facility (MRF) within Sambalpur Municipal Corporation area as per the rate approved by the Authority for a period of **02 (Two) years**. The list of Authorized E-Waste collector/dismantler is attached in Annexure-IX.

The details of the bidding process are as follows:

Sl no.	Bidding Schedule	Dateline
1	Date of Issue	04.03.2022
2	Bid due Date & Time	25.03.2022/ 5.00PM
3	Opening of Bid date and time	28.03.2022/4.30 PM

Bidders are required to submit the bid documents in a sealed cover scribed "**Bid for selection of suitable Agency for disposal of "E-waste" from Material Recovery Facilities of Sambalpur Municipal Corporation**". The Bid document which must reach to this office on or before **25.03.2022** by Speed Post/ Regd. Post/ Courier only and the document must be addressed to **The Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001**. Any other details or information can also be received from Sanitation Cell, Sambalpur Municipal Corporation. The details tender document can be downloaded from this office website [www.smcsambalpur.nic.in](http://www.smcsambalpur.nic.in).

The sealed tender proposal shall be submitted along with non-refundable **application fees of Rs.5,000/- (Rupees five thousand only)** in shape of Demand draft/cheque from any Nationalize or Private Bank drawn in favour of the Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001 payable at Sambalpur.

**The authority shall not be held responsible for any postal delay and the tender document received beyond the due date and time shall be rejected.**

Commissioner, Sambalpur Municipal Corporation reserves the right to revise or amend the notice and/ or the Bid Document, fully or partly. Commissioner, Sambalpur Municipal Corporation is reserved the Right to reject any or all offers without assigning any reason thereof.

  
Commissioner  
Sambalpur Municipal Corporation

Memo no. 2094 /SMC

date: 04/03/2022

Copy to MIS, SMC for upload in SMC website/ Office Notice board of SMC/Collector office/ Sub-Collector, Office/ Sadar Tahasil Office for wide publication.

  
Commissioner  
Sambalpur Municipal Corporation



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**TENDER DOCUMENT**

**FOR SELECTION OF SUITABLE AGENCY FOR DISPOSAL OF "E-Waste" FROM  
MATERIAL RECOVERY FACILITY CENTRE WITHIN  
SAMBALPUR MUNICIPAL CORPORATION AREA.**

**SCHEDULE OF BIDDING PROCESS**

Sl no.	Bidding Schedule	Dateline
1	Date of Issue	04.03.2022
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## INSTRUCTION TO BIDDERS

Sambalpur Municipal Corporation shall be here in after referred to as SMC or Owner and the successful tenderer (i.e., the tenderer in whose favor the contract may be awarded) shall here in after be referred to as the buyer/ purchaser.

### MODE OF SUBMISSION OF TENDER:-

All tenders must be submitted in the prescribed form only and in sealed cover super scribed with "bid for selection of suitable Agency for disposal of "E-waste" from Material Recovery Facilities of Sambalpur Municipal Corporation". The bid document must be addressed to **The Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001** and submitted through Courier/Regd. Post/ Speed Post only. The authority shall not be held responsible for any postal delay and the tender document received beyond the due date and time shall be rejected.

Tenderers should enclose inside the sealed cover containing the tender, along with the following documents:

1. Checklist (Annexure-I) containing page no of each document.
2. Covering Letter in Bidders Letter Head (Annexure-II).
3. **Application fees** of Rs.5,000/- (**Rupees five thousand only**) in shape of Demand draft from any Nationalize or Private Bank drawn in favour of the Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001 payable at Sambalpur.
4. Earnest Money Deposit (EMD) shall be exempted for all the bidders. The tender/Bid documents of all the bidders must be supported by a **"Bid Security Declaration"** (Annexure-III) in lieu of EMD.
5. Self-attested copy of
  - > PAN
  - > GST registration certificate
  - > Trade License
  - > Registration of firm (in case the bidder is Firm/Company)
  - > Authorized E-waste collection document issued by OSPCB/CPCB
6. Form for Technical Bid (Annexure-IV)
7. Last three (03) years financial turnover of minimum of average of Rs.50,00,000/- (Rupees fifty lakhs only) in prescribed format (Annexure-V) and should be attached with Self-attested copies to be attached herewith of audited income/expenditure statement and balance sheet for concerned period (duly certified by CA).
8. Affidavit regarding non-blacklisting or judicial conviction in any Govt. Organization/Public Sector Unit/Court/Tribunal in prescribed format (Annexure-VI).
9. Declaration form (Annexure-VII).
10. The entire tender document/tender notice duly signed by the bidder.
11. Form for Financial Bid (Annexure-VIII)



### Security deposit:-

The successful bidder shall submit **Security Deposit of Rs. 1,00,000/- (Rupees one lakh only)** before **signing of agreement** in shape of **Demand Draft** from any Nationalize or Private Bank drawn in favour of the Commissioner, Sambalpur Municipal Corporation, Sambalpur-768001 payable at Sambalpur. The Security Deposit is refundable to the successful bidder after completion of agreement period only if the bidder fulfils all the terms and conditions upon agreement and to the satisfaction of the Commissioner, SMC. No interest is payable by Sambalpur Municipal Corporation (SMC) on the Security Deposit.

### Detailed list of Functional Material Recovery Facility Centres (MRFs) within Sambalpur Municipal Corporation:-

SL NO.	NAME OF MATERIAL RECOVERY FACILITYCENTRES	WARD NO.
1.	CHAURPUR	1
2.	BURLA	3
3.	LARPANK	11
4.	SILIPATHAR	11
5.	DURGAPALI	15
6.	KAINSIR	20
7.	BALIBANDHA	24
8.	KHANDUAL	36
9.	RASANPUR	40

- In case any new MRF will be established in future that will be communicated to the selected agency accordingly.

### Acceptance or rejection of tender document:-

- No telex / telegraphic / fax quotations will be accepted.
- Tenderers sending their tenders by post will do so solely at their own risk and SMC will not be responsible for any loss in transit or postal delay.
- Incomplete tender or tenders submitted with qualifying conditions at variance with the Terms and Conditions of tender are liable to be rejected summarily.
- SMC does not undertake any responsibility whatsoever to inform any or all the tenderers such changes and it is within the rights and discretion of SMC to take all such decisions and the same shall be binding on all tenderers.
- The tenderers must write their complete postal address correctly and legibly (preferably in Bold letter). SMC shall not be responsible for either delay or non-delivery of the bid document or due to wrong/ ineligible/incomplete address given in the tender document.
- It is the responsibility of the authorized recycler/dismantler to recycle/dispose the waste materials in line with the guidelines of the Solid Waste Management rule-2016, E-Waste (Management) Rule 2016 and Batteries (Management and Handling) rule-2001. It is their responsibility to maintain the environment and social safeguard in line with the above rule or as may be published and notified in the guidelines of CPCB/SPCB or as per Ministry of Environment, Forest and climate Change or any other Department of the State/Central Government or Ministry from time to time. **Unauthorized/ unsafe disposal violating above rule may attract for cancellation of Contract.** Any compensation due to such default shall be recovered from the security deposit with SMC.

## TERMS AND CONDITIONS

### **1. GENERAL:-**

- a) Only authorized E-waste collector / dismantler (attached in Annexure-IX) by the OSPCB/CPCB can only be participated in the bid process.
- b) It should be noted by the tenderer(s) that by entering into this contract, SMC is not precluded for entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- c) SMC 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.
- d) The tenderers 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.
- e) The tenderers are required to submit their quotations only in the space provided for that purpose i.e. in "Financial Bid" attached with the tender. SMC/Owners shall not be responsible for rates quoted by tenderers at any other place being missed out during tender opening. No representation in this regard shall be entertained by SMC/Owners from such tenderer.
- f) Unless otherwise specified, all rates and prices in the tender form should be quoted **both in figures and in words**. Tenders containing overwritten or revised rates are liable to be rejected. Any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by SMC/Owner shall be final and binding on the tenderer.
- g) In case of a tie (same rate quoted by two or more tenderer(s) in quotations selected bidders will awarded by drawing a **lottery** among the price quoted by the Bidders. The decision to accept/reject any/all of the quotation(s) shall be reserved with SMC/owners.
- h) The tenderer shall note that the above general terms and conditions are in addition to the special terms and conditions of tender which forms an integral part of the general terms and conditions of the tender in so far as the general terms and conditions of tender may be altered by the special terms and conditions of tender.
- i) Intending tenderer(s) may obtain any clarification from Sanitation Cell before tendering. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all general terms and conditions herein specified as well as Special Terms and Conditions of tender, if any.
- j) The decision of SMC or his authorized nominee in the matter arising out of these sales shall be final in regard to all matters relating to the contract.
- k) During the purchase and transportation of e-waste, the authorized e-waste dismantler or cyclers should ensure the required safety measures. The disassembling should only be done at the recycle unit of the buyer.
- l) Before filing their case in the appropriate courts in Sambalpur the tenderer/purchaser must ensure that a proper Registered Notice has been served on SMC/Owners through their Advocate giving a minimum of two-month time from the date of receipt of such notice at SMC/Owners for reply. All kinds of legal proceedings in any matter arising out of the contract shall be triable only by appropriate Civil Court at Sambalpur. Only authorized e-waste dismantler or cyclers are required to participate in the tender process with due authorization of the OSPCB/CPCB along with proof of validity date.

## 2. Tenderer(s) must ensure the following while submitting the tender:-

- a) Every page of tender document is duly signed by the tenderer before submitting the tender.
- b) In all cases, rates quoted in figures as well as in words.
- c) All alterations, erasure(s) and/or over-writing, if any, in the schedule of rate(s) are duly authenticated by the tenderer's signature.
- d) If stipulating confessional tax, tenderer to state clearly its basis and applicable confessional tax, it shall be duly certified by tax authority in the event of sale order placed on bidder and payment shall be accordingly made to SMC along with certification of authority, failing which full taxes and duties will be applicable.

## 3. Rejection Criteria:

- a) The bidders are required to submit their offer strictly as per the conditions stated in the bid document and not stipulate any deviation to the tender conditions. Rejection criteria shall include the following:
- b) Application fees less than stipulated amount or in the form other than stated in tender.
- c) Deviation to any terms / conditions of the tender.
- d) Rates not quoted in both number and words.
- e) Any type of over writing in tender document.
- f) In case not authorized from the OSPCB/CPCB or expiry of the validity period of authorization.

## 4. Quotation of Price:-

The rate quoted by the bidder shall be **per KG unit rate basis** and it should be including all taxes, duties & levies element. **Due to inflation, from 1<sup>st</sup> Year onwards, 5% of escalation in approved rate shall be applicable in each item.**

## 5. Evaluation of Bids:-

Evaluation of the bids shall be done on the basis of **per KG unit rate**. Bidder quoting highest rate (H1) in each category shall be considered for award, provided the bidder is responsive. In the event of a Tie in highest rate (H1) rates between the Bidders, the bid shall be awarded through drawing a lottery. In case, variable H1 price quoted for different items by different bidders, the bidder quoting highest rate (H1) in highest number of items shall be selected. In case, there is a tie in highest rate (H1) between the bidders and among the quoted price for the same nos. of items, then the bid shall also be awarded through lottery. **The committee evaluation in finalization of the tender and selection of the suitable agency shall be final.**

Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and words. Tender containing over writing without authentication or revised rates is liable to be rejected. However, the decision to accept or reject such offers by SMC / Owner shall be final and binding on the tenderer. If, there will be any variation indicated in figures and words, the higher of the two shall be considered. This will be basis to arrive at itemized total amount.

## 6. Period of Contract:-

The period of contract will be for **02 (Two) years** from the date of Agreement with selected Buyer. SMC has the right to terminate the Contract or suspend the Contract as per discretion of SMC/change in law/force majeure or any dispute with the buyer before expires of contract period. The contract period may be extended for further **one year with 5% escalation on the approved price of 2<sup>nd</sup> year.**

## 7. Inspection :-

The materials quoted for may be inspected at the MRF site by prior appointment from the Sanitation cell and by observing the entry procedure in the Works of the MRF site. The discretion to allow any person to inspect the MRF would rest solely with the Owners and the mere fact of producing the tender paper at the concerned works of the Owners will not confer any such right on the person concerned. The material quoted for may be inspected at the appropriate site(s) as indicated in the Financial Bid and tenderers(s) should thoroughly satisfy themselves about the nature, condition and quality of the materials and working conditions. SMC/Owner give 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 SMC/Owners.

## 8. Quality And Quantity :-

- a. 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 tenderer (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 SMC after the submission of the tender. The list of category-wise breakup of recyclable Waste available in MRF is given below:

Name of items		
Lead acid battery including grid plates / lead scrap/ ashes/ residues (not cover under batteries management and handling rule-2001)	Computers	Electric Kettle
Dryers	Smartphones	Graphic Card
Refrigerators	Feature Phone	Inverter
Microwaves	Vacuum Cleaner	Keyboard
Dishwashers	Geyser	Light Fittings
Air Conditioners	Water Purifier/RO	Mouse
Ovens & Cookers	Cameras	Patch Cable
Washing Machines	TV LED	Photocopier
Fans	Induction Stove	Point UPS Battery
Phones Mobile Accessories	Iron	Power Extension Cord
Earphones/Headphones	Amplifier	USB Converter
Speakers (Audio Systems)	CPU Cabinet	Router - Small
PC Accessories	Docking Station	Server
TV LCD/LED/Normal	Facsimile	SMPS
Portable BT Speakers/MP3	Hard Disk	Tablet
Players	LAN Card	UPS 600VA
MP3 Accessories	CRT Monitor	Wire
Digital Cameras	Motherboard	DVD/VCD/VCR
Printers	Panel and Exchange	Video Camera
Tablet	Pen Drive	Water Cooler
Mixer Grinder	Plotter	Telephone
Router	Power cable	UPS 30KVA
Laptop	RAM	LED bulb
	Connector	LCD bulb
	Scanner	Etc.
	Set-top Box	
	Access	

1. Tenderers shall quote for all the items mentioned in the Financial Bid/ price schedule mentioned above.

2. SMC reserves the right to accept or withdraw from sale the materials offered or 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 tenderer / purchaser shall be refunded by SMC/Owner in due course of time without interest, and thereafter no liability/ compliant whatsoever shall be entertained by SMC/Owners.
3. The quantity of material lifted from designated MRF site of SMC will be determined by weighing machine installed at MRF site.

#### 4. Payment:-

Buyer shall be required to pay the total sells value as per the final price after finalize of tender process to the officials attached against each MRF centers on the same day and before transportation of items. The payment should be made in shape of Cash/Demand Draft/through PoS machine installed in the concern center. **Bank cheque will not be entertained in mode of payment.** SMC shall not provide permission to the buyer for transportation on any items from MRF site without receipt of payment. The buyer shall submit details of items in prescribed format on the same day to this office in bidder letter head.

Performa for details of items:-

Sl no	Name of items	Quantity in KG	Rate per unit price	Total Rate
1				
2				
3				

Total Amount in Rs. \_\_\_\_\_ (mode of payment. \_\_\_\_\_)

SMC will inform the buyer for selling of items in each MRF site seven days prior of the selling date. Buyer shall not enter in to any MRF sites without prior intimation to this Office/ Nodal officer of the concerned MRF sites/ Sanitation Expert of the concerned MRF sites.

#### 5. Delivery term and conditions:-

- a) The buyer shall engage his/her own manpower for weighing and packaging of the recyclables meant for selling in MRF. The manpower engaged in this regard should not be in drunken state or drug addict.
- b) The buyer shall not deny purchasing the recyclable material from MRF those are enlisted in this document. Any violation shall attract forfeit of the security amount and cancellation of contract with the SMC. If any category of E-waste shall not be collected by the selected agency the sufficient reason has to be placed in this regard by the selected agency.
- c) The buyer(s) shall lift the full materials lying in the lot quoted for by employing their own labour and equipment at their own risk. The buyer(s) shall lift the materials only from the lots/site space as may be earmarked/demarcated by the SMC from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the owner. **No child labor shall be involved** during the process of weighing, packaging, lifting and transportation of the recyclables.
- d) The materials have to be removed on 'As is where is' basis at the buyer(s) own cost. No processing other than as may be required for convenient transportation will be permitted at the sole discretion of owner before removal from the owner's premises. The buyer shall not be provided with any equipment including dozer, scrapper, gas, power, water facilities etc. by owner. The buyer(s) have to arrange for any of these at their own cost and they shall have to take prior permission from the owner for this purpose.

e) The locations where the lots are lying are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with normal operation of the owner. Further, the buyer(s) shall not indulge in any operation which could interfere with owner's plant installation, if any, in their area in the vicinity or site. If any damage or loss is caused to the employees or the property of the owner or if any claims are made against SMC/Owner by reason of any acts of omission or negligence on the part of the buyer(s) or on the part of their agents, representatives or employees, SMC shall be entitled to recover such losses or damages or claim as may be ascertained by owner (which ascertainment shall be final and binding on buyer(s) from any amount due to the buyer(s) including the advance made / to be made by the buyer(s) as the Security Deposit (as the case may be) without prejudice to SMC's rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with SMC/Owner or from the buyer(s) directly.

f) The buyer(s) shall follow the owner's procedure in regard to the issue of Gate Passes for taking the materials out of the Owner works. The buyer(s) shall use for the above purpose only trucks/vehicles/cranes having area passes recommended by the owner and issued by appropriate authority.

The Owner shall allow a reasonable number of the Buyer's authorized representatives/ workers trucks at the sole discretion of the Owner for entering into the works site for the purpose of removal and transportation of the materials. The Owner shall have the right to ban entry of any of buyer's representative/workers/trucks at the sole discretion of the owner without assigning any reason.

g) The buyer(s) will have to fulfill the safety rules, security rules and be governed by the rules under the Factories Acts etc. for the representatives of the buyer(s) prevailing from time to time. The buyer(s) shall **supply safely equipment and appliances such as PPE Kit to their workers at their own cost.**

It shall be the entire responsibility of the buyer(s) 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, where speed limit has been fixed. The buyer(s) and their drivers will strictly adhere to slow and safe driving inside the owner's works.

h) The buyer(s) shall be fully responsible for the acts of their representatives/worker and shall fully indemnify SMC/ Owner for losses/damage(s) sustained by SMC/Owner. The SMC/Owner will not be responsible for any claim from labour employed by the buyer(s). The buyer(s) 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 owners' employees or to the owner's property.

i) The buyer(s) or any of their representatives' worker/agents shall not indulge in any activity which is directly / indirectly prejudicial to SMC/owner interest or any acts of a misappropriation, pilferage or abetting misappropriation or pilferage of Owners 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 SMC/Owner. 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 SMC/Owner for any reduction of any liability or in connection with work of SMC/Owner or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.

j) The buyer(s) shall abide by the central/State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workers / labourers as may be required under the law.

#### 6. Removal of Materials :-

- a) Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and risks taking all safety precautions. The dismantling/ disassembling could only be done at the authorized centre only. Any violation to this shall attract cancellation of the contract with SMC.
- b) The buyer will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in Delivery Order. The buyer shall ensure to lift of material **within two days** of the quantification of the materials.
- c) In case the agency purchase the recyclables but do not lift and transport the same from the MRF within the stipulated period i.e. within two days, **then penalty of Rs. 1000/- (Rupees one thousand only) per day** shall be imposed and realized from the agency through in shape of Cash/Demand Draft/through PoS machine prior to lifting of the recyclables.
- d) In case the agency purchase the recyclables but do not lift and transport the same from the MRF within **fourteen days**, the amount deposited by the agency for the same recyclables shall be **forfeited**. The same recyclables shall be sold to any other means as per the decision of the SMC.
- e) The selected agency shall share detailed information with valid id proof and contact number of its representative who will purchase recyclables from designated site.
- f) Owners or its authorized representatives shall have the right to stop dismantling & loading of the materials if they feel that the buyer or his representative are not following the instructions given to them or the lot is not cleared out in accordance with the provisions or Contract.
- g) Removal and transportation materials shall be done only during office hours. No materials will be allowed to go out after 4.30 p.m. on week days. Similarly, no materials will be allowed to go out on Sundays and holidays.
- h) No Buyer's men will be allowed to stay inside the Office beyond the above and also on Sundays and Holidays excepting the Security Guards posted by the Buyer to look after the sold goods and his own tools, tackles and other materials.
- i) The buyer shall not be allowed to store the material on the road sides or other site except buyers plant site which may pollute the environment or cause inconveniences to inhabitants of Sambalpur.
- j) The buyer shall not be entitled to resell any material /items out of the goods sold to him by Owner while these goods are still lying within the premises of Owner. No delivery of material would be affected by Owner to any persons other than the buyer or his authorized representative.
- k) The buyer shall comply with all statutory provisions as applicable. Where ever applicable action will be taken as per Criminal Procedure Code of Indian Law.

#### 7. Force Majeure:-

SMC/Owner shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, cyclones, strikes, lockout, closure, pestilence, distilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labor, 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 SMC/Owner to extend the time of performance on the part of SMC/Owner by the period as may be necessary to enable SMC/Owner to evaluate 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.

#### **8. Resolution Of Disputes / Arbitration :-**

- a) All dispute, controversy or claim between the parties which cannot be mutually resolved within a reasonable time shall be referred to **Civil Court at Sambalpur**.
- b) 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 Sambalpur Jurisdiction

#### **9. Safety:**

- a) The Buyer's Supervisor in whose name the safety permit is issued 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. The safety permits are to be renewed daily before starting the job and after completion of the specific job for which safety permit has been issued the same has to be returned to the authorized representative of the Owner.
- b) The Buyer shall be responsible to follow safety instructions as per the safety permit issued to him and other safety regulations of Owner and will ensure that no accident or damage to either man or machine inside the office premises takes place. Any loss/accident on this score will be dealt in accordance with the Factory rules and Buyer shall be responsible for the same.
- c) Any loss/damage caused to the property of the Owner; has to be made good by the Buyer as per the assessment of the Committee constituted by the Owner Management only whose decision shall be final and binding on the buyer.
- d) All arrangements of removal, loading and transportation of the sold material have to be made by the buyer himself. The Owners does not take any responsibility; for providing equipment or any other consumable to the Buyer for loading/unloading job..

#### **10. Security Of Sold E-Waste:-**

The Buyer shall make his own arrangement for the security of materials sold to him under the Sale order. The Buyer will be allowed to post Security Guards round the clock and the names of the Security Guards will have to be made available to Owner so that Gate Passes may be issued to them. In no case, Owners will be responsible for any loss or theft of such materials already sold to the buyer nor mere can be any demand on this score of whatsoever nature. The Buyer will be responsible for safe custody of his own tools, tackles and other materials.

#### **11. Transfer Of Vehicles:-**

It shall be the responsibility of the buyer to get the transfer of vehicles registration done through the Regional Transport Authorities. The cost of transfer registration and any such cost due for the transfer of papers shall be borne by the buyer. SMC / Owner shall only sign transfer papers/ other formalities as required for the transfer of registration in the buyers name only. The vehicles should be commercially registered with RTO, Odisha., The Drivers of vehicles should have valid license as per RTO.

## 12. Termination / Breach Of Contract Risk purchase:-

- (i) In the event of tenderer failure to fulfill any of the tender obligations including not lifting the contracted material under this agreement, SMC decision in this regard to tenderer failure shall be final and binding on the tenderer(s). SMC shall have the full liberty to do any or all of the following.
- (ii) Cancel the contract with immediate effect for the material under the contract not taken delivery of by the tenderer as on that date in which case the security deposit shall stand forfeited.
- (iii) Retain and/or adjust/recover from tenderer's any amount lying with SMC/Owner to the tenderers-either under this contract or any other contract or which may at any time become payable/refundable to the tenderer either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by SMC/Owner in selling the material under the contract not taken delivery of by the tenderer at tenderer's risk and costs. Even after such recovery/adjustment by SMC from tenderers any amount as mentioned above lying with SMC/Owner, if any further amount is still found payable/refundable by the tenderer, the tenderer shall pay the same to SMC on demand without any objection or demurrage. The decision of SMC in regard to the actual losses incurred by SMC/Owner including the reasonableness of the rate at which SMC/Owner, decides, the decision of SMC/Owner shall be final and binding on the tenderer. Provided no loss is incurred by SMC/Owner the tenderer shall only be entitled to the refund of the amount retained by SMC by way of advance payment towards the undelivered stores without any interest.

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**CHECKLIST**

Sl no	Documents to be attached	Put tick (✓) mark	Mention page no.
1	Covering Letter		
2	Demand Draft of application fees		
3	Bid Security Declaration (in place of EMD)		
4	Self-attested Photo copy of PAN		
5	Self-attested Photo copy of GST Registration certificate		
6	Self-attested Photo copy of Trade License		
7	Self-attested Photo copy of Registration of firm		
8	Form for Technical Bid		
9	Last three years financial turnover		
10	Self-attested copies of audited income/expenditure statement and balance sheet for last three years (duly certified by CA)		
11	Affidavit regarding non-blacklisting or judicial conviction in any Govt. Organization/Public Sector Unit/Court/Tribunal in prescribed format		
12	Authorized E-waste collection document issued by OSPCB/CPCB (mentioning validity of the authorization)		
13	Declaration form		
14	The entire tender document duly signed by the bidder		
15	Form for Financial Bid		

**Note:-**

The checklist should be attached on the First page of the Bidding document.

COVERING LETTER  
(Bidder Letter head)

To

The Municipal Commissioner,  
Sambalpur Municipal Corporation,  
Sambalpur

Sub: Tender application for selection of suitable agency for disposal of "E-waste" from material recovery facility centre of SMC.

Dear Sir,

I, the undersigned, offer to participate in the tender process to purchase E-waste from material recovery facility centres within Sambalpur Municipal Corporation area and I do have the authorization of the CPCB/ OSPCB which is valid till \_\_\_\_\_ (date to be mentioned).

I, hereby declare that all the information and statements provided in the tender document are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 180days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the term and conditions as stipulated in the tender notification. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

Yours faithfully

Authorized Signatory  
With date and Seal



**BID SECURITY DECLARATION**  
(On the Bidder's Letter Head)

Annexure-III

Tender Call Notice No. \_\_\_\_\_ date \_\_\_\_\_

To

The Commissioner,  
Sambalpur Municipal Corporation  
Sambalpur.

I/We, the undersigned, declare that:

I/We understand that, as per Clause no. 4 of Mode of Submission of tender from instruction to the bidder, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **two** years from the date of disqualification as may be notified by you, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn or unilaterally modified/amended/revised/impaired or derogated from the tender in any respect, my/our Bid during the period of bid validity or its extended period, if any or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity specified in the bid document
  - (i) Fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security/ Bank Guarantee, in accordance with the Instructions or (iii) fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;  
or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid, if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid as specified in the bid documents.

Place:

Date :

Signature of the Tenderer  
Name/Organization  
Seal

## FORM FOR TECHNICAL BID

<b>Name of the Bidder</b>		
<b>Full Address Of Registered Office With Pin Code</b>		
<b>Local Address With Pin Code (if any)</b>		
<b>Contact Details</b>		
<b>Email ID</b>		
<b>Name Of Proprietor/ Partner/ Director (Name Of All Directors/ Partners Name Should Be Mentioned)</b>		
<b>NAME OF AUTHORIZED PERSON (Representative Of SPA) WITH TELEPHONE NO/MOBILE NO/ EMAIL ADDRESS</b>		
<b>PAN NO.</b>		
<b>GSTIN</b>		
<b>Trade License</b>	<b>Regd No.</b>	
	<b>Valid Upto</b>	
<b>Registration No. in case of company</b>		
<b>Authorized E-waste collection document issued by OSPCB/CPCB (mentioning validity of the authorization)</b>		

Authorised Signatory  
With date and Seal

**Financial turnover of the bidder for the last 3 financial year.**

Financial year	Turn Over (in INR)	Average Turnover (in INR)
2018-19		
2019-20		
2020-21		

Self-attested copies to be attached herewith of audited Income/expenditure statement and balance sheet for concerned period (duly certified by CA).

Authorised Signatory  
With date and Seal

**UNDERTAKING**

**(On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting and not have any pending judicial proceeding for any criminal offences)**

I/We, hereby undertake that, our organisation has **not been blacklisted/debarred** by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

I/We, hereby undertake that there is **no criminal case pending** in any Court of Law against our company or against the Proprietor/Director/ Persons to be deployed by our company.

I/We, further certify that Proprietor/Director/Personnel/Manpower to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorised Signature

(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

**DECLARATION**

I, Shri Son/Daughter/Wife of Shri \_\_\_\_\_, Proprietor/  
Director/Authorised signatory of \_\_\_\_\_ (Name of the Service Provider),  
competent to sign this declaration and execute this tender;

I/we have visited the site and have fully acquainted with the local situation regarding the materials and the factors pertaining to the work for completion in all respect before submitting the Tender.

I/We have carefully studied the Tender documents conditions of the execution, specification, contract conditions and all other documents relating to this work and agreed to execute the same accordingly.

I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible Tenderer and complete the work within the prescribed time limit. In case there are any deviations from the execution programme I/We shall abide by the decision of the municipal Commissioner, SMC for effectiveness of the programme and arrange for the labours materials, equipment etc. accordingly.

I/We undertake that I/We shall not claim escalation of cost of account of materials, labours, taxes, natural calamities, public nuisance, miscreants or from any account in connection with work within the actual completion period taken by the work for completion and shall not be entertained by Sambalpur Municipal Corporation.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place:

Date:



**FINANCIAL BID**

Date:

To

The Commissioner  
Sambalpur Municipal Corporation  
Sambalpur

Tender Reference No:

Dear Sir,

With reference to abovementioned Tender Reference No, I  
Mr./Ms. \_\_\_\_\_ (Owner/ Proprietor/Power Of Attorney Holder) of  
Firm Name \_\_\_\_\_ is submitting below mentioned Rate per  
Kg including GST and all taxes for lifting of E-waste from Designated MRF site at Sambalpur  
Municipal Corporation.

Name of the Work: Lifting of E-waste from Designated MRF Site of Sambalpur Municipal  
Corporation

SL No	Detail of Scope of Work	Unit	Rate in figure (in Rs.) including GST and other statutory tax	Rate in Words
1	2	3	5	6
	Lifting of E-waste Waste from Designated MRF Site of Sambalpur Municipal Corporation			
1.	Lead acid battery including grid plates / lead scrap/ ashes/ residues (not cover under batteries management and handling rule-2001	Per Kg		
2.	Dryers	Per Kg		
3.	Refrigerators	Per Kg		
4.	Microwaves	Per Kg		
5.	Dishwashers	Per Kg		
6.	Air Conditioners	Per Kg		
7.	Ovens & Cookers	Per Kg		
8.	Washing Machines	Per Kg		
9.	Fans	Per Kg		
10.	Phones Mobile Accessories	Per Kg		
11.	Earphones/Headphones	Per Kg		
12.	Speakers (Audio Systems)	Per Kg		

13.	PC Accessories	Per Kg		
14.	TV LCD	Per Kg		
15.	Portable BT Speakers/MP3	Per Kg		
16.	Players	Per Kg		
17.	MP3 Accessories	Per Kg		
18.	Digital Cameras	Per Kg		
19.	Printers	Per Kg		
20.	Tablet	Per Kg		
21.	Mixer Grinder	Per Kg		
22.	Router	Per Kg		
23.	Laptop	Per Kg		
24.	Computers	Per Kg		
25.	Smartphones	Per Kg		
26.	Feature Phone	Per Kg		
27.	Vacuum Cleaner	Per Kg		
28.	Geyser	Per Kg		
29.	Water Purifier/RO	Per Kg		
30.	Cameras	Per Kg		
31.	TV LED	Per Kg		
32.	TV LCD	Per Kg		
33.	Normal TV	Per Kg		
34.	Induction Stove	Per Kg		
35.	Iron	Per Kg		
36.	Amplifier	Per Kg		
37.	CPU Cabinet	Per Kg		
38.	Docking Station	Per Kg		
39.	Facsimile	Per Kg		
40.	Hard Disk	Per Kg		
41.	LAN Card	Per Kg		
42.	CRT Monitor	Per Kg		

43.	Motherboard	Per Kg		
44.	Panel and Exchange	Per Kg		
45.	Pen Drive	Per Kg		
46.	Plotter	Per Kg		
47.	Power cable	Per Kg		
48.	RAM	Per Kg		
49.	Connector	Per Kg		
50.	Scanner	Per Kg		
51.	Set-top Box	Per Kg		
52.	Access	Per Kg		
53.	Electric Kettle	Per Kg		
54.	Graphic Card	Per Kg		
55.	Inverter	Per Kg		
56.	Keyboard	Per Kg		
57.	Light Fittings	Per Kg		
58.	Mouse	Per Kg		
59.	Patch Cable	Per Kg		
60.	Photocopier	Per Kg		
61.	Point UPS Battery	Per Kg		
62.	Power Extension Cord	Per Kg		
63.	USB Converter	Per Kg		
64.	Router - Small	Per Kg		
65.	Server	Per Kg		
66.	SMPS	Per Kg		
67.	Wire	Per Kg		
68.	UPS 600VA	Per Kg		
69.	DVD/VCD/VCR	Per Kg		
70.	Video Camera	Per Kg		
71.	Water Cooler	Per Kg		
72.	Telephone	Per Kg		

73.	UPS 30KVA	Per Kg		
74.	LED/LCD bulb	Per Kg		
75.	Any other items may be add by the bidder should be attached in Separate sheet with proposed quoted rate <ul style="list-style-type: none"> <li>Authority reserves the right to accept or reject the quoted price by the participating bidder for items against point no. 75.</li> </ul>	Per Kg		

Escalation: 5% of Escalation due to inflation from 1<sup>st</sup> Year onwards

Signature of the Bidder with seal of firm



List of Authorized E-Waste Collector/Dismantler

Sl no.	Name of the E-Waste collector
1	M/s Sani Clean Pvt. Ltd. Tangiapada, Khurdha
2	M/s Varun Infra steel Pvt. Ltd.. Vedvyas, Rourkela-769004
3	M/s Mirtunjal Udyog Civil township, Rourkela
4	M/s Jagannath E-waste Recycler Pinchuli, Purusottampur, Ganjam
5	M/s Cosmic net Saheed Nagar, Bhubaneswar
6	P K Enterprises Kalunga, Sundargarh
7	M/s J S pigments Pvt. Ltd. Bareipali, Sambalpur
8	Any other bidder registered - OSPCB/CPCB

- It is mandatory to submit a photocopy of Authorization letter of the OSPCB/CPCB mentioning the validation period with the bid document.