



Tender Cost-NIL

NOTICE INVITING TENDER

Tender document for Supply, Installation and Training on machineries for e-waste dismantling facility at NIELIT Gangtok under the project - Capacity Building & Entrepreneurship Development on E-Waste Management for North East States

Tender No-NIELIT/Gtk/e-waste/2021/006

Tender Publish Date – 30/09/2021

Document Download Start Date – 01/10//2021

Pre Bid Meeting – 07/10/2021 at 10.30AM

Bid Submission Start Date – 08/10/2021

Due Date-28/10/2021 upto 18.00 Hrs

Technical Bid Opening Date – 29/10/2021 at 11.30 hrs

National Institute of Electronics & Information Technology (NIELIT) Gangtok
(An Autonomous Scientific Society of Ministry of Electronics and Information Technology (MeitY),
Government of India
Indira By Pass Road, Sichey
Gangtok – 737101, Sikkim



Tender document for Supply, Installation and Training on machineries for e-waste dismantling facility at NIELIT Gangtok under the project “Capacity Building & Entrepreneurship Development on E-Waste Management for North East States”

1. Introduction

National Institute of Electronics & Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of MeitY (Ministry of Electronics and Information Technology), Govt. of India. It was set up to carry out Human resource Development and related activities including IT/ IT-enabled services and projects, R&D projects, etc., in the areas of Information, Electronics & Communication Technologies (IECT). The Society, has its presence at 41 locations with its head quarters at New Delhi.

The Society is primarily engaged in carrying out Education & Training Programs - both in the Formal & Non- Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country’s premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector education in the field of IT and related areas.

NIELIT has also developed sufficient experience and expertise on e-waste management through the successful implementation of the project – “Capacity Building of Government Employees on ‘e-Waste’ through 1-Day & 3-Day Training Program, under ‘Digital India’ initiative” sponsored by Ministry of Electronics and Information Technology (MeitY), Government of India at Pan-India Level in 29 States/ UTs, having trained over 5500 government officials through 1/3-Day(s) training. Further, NIELIT is also providing training on payment basis to PSU officials, bank officials, industry, etc. as part of the above MeitY sponsored project.

Vision

To be the leader in development of industry-oriented quality education and training in the state of the art areas, establish standards and be the country’s premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT)

Objective

- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.

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- To continue to implement various NIELIT Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market-oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry-oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of the NIELIT (HQ) and its Centres

Core activities of the Society - Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:

- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry,
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry

The above IT Education & Training Programs are categorized as follows:

- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses; Training of Trainers at various levels; and New courses in emerging areas of IECT

The Society is also engaged in Software Development and Consultancy projects including R&D projects in addition to Education & Training Programs.

2.1) Scope of Work

The project focusses on the setting up the learning centre/ laboratory type e-waste dismantling facility, which will provide the training on the processes to be followed for environmentally sound management of e-waste. The laboratory-based dismantling unit will be established at National Institute of Electronics & Information Technology (NIELIT) –Gangtok, Indira Bypass Road, Near KBT Fuels, Sikkim, Gangtok. The training would be provided in 8 northeast States on e-waste dismantling procedure and entrepreneurship development. This will help to develop skills on e-waste dismantling so that the electronic and electrical items which are covered under the e-waste management rules, 2016 can be handled properly and entrepreneurship in this area can be developed in these 8 states. **Scope of work includes supply, installation and training for the items mentioned in Annexure-A**

2.2)GENERAL TERMS & CONDITIONS

- a) Equipment must be clearly stated by the bidder in both the bids – technical and commercial.
- b) Bidder needs to provide the registration and authorization of the bidder
- c) Technical specification must be provided for each equipment
- d) Training and support for handling of equipments to be provided by the bidder
- e) The selected agencies will ensure NIELIT Gangtok for honoring all aspects of fair trade practices in executing the work orders placed by NIELIT Gangtok.
- f) The selected bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower.
- g) Work order will be placed to the selected bidder in through **eprocure.gov.in**
- h) Objection, if any, to the Work Order must be reported to NIELIT Gangtok by the selected bidder within five (5) working days counted from the Date of Issue of Work Order for modifications, otherwise it is assumed that the selected bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing/delivery of Work Order also.
- i) Bid documents submitted by the bidder in hard copies (if any, as per the requirements of the tender document) have to be signed and stamped by the authorized signatory of the bidder.
- j) The vendors may inspect and survey the site at NIELIT, Gangtok to study the existing setup. The bid price should be inclusive of all incidental/related expenses for supply, installation & operational training
- k) All Machineries /items is to be delivered in the location mentioned above at the cost to be borne by the Bidders.
- l) Appropriate Certification wherever necessary should be attached.
- m) NIELIT, Gangtok reserves the right to reject any or all tender(s) without assigning any reason. Any conditional bids other than mentioned in this tender will be liable for rejection.
- n) The Bidders(s) must specifically mention the place with address, phone no. from where support for maintenance would be offered for NIELIT, Gangtok. The installation and warranty services are required in NIELIT, Gangtok. The bidder must provide the plan/arrangement for installation and warranty services to be provided at site.
- o) Bidders will be responsible for supply, installation and configuration, test running and support of the entire setup as per requirement of NIELIT, Gangtok. No additional cost shall be provided to Bidders for such service.
- p) Hardware / other equipments preferably to be delivered and installed within six weeks from the date of issue of the purchase order. In case delivery is not completed within two weeks after the specified delivery period, NIELIT, Gangtok may cancel the order and arrange to procure the said items from any other source at the risk and cost of the Bidders(s) and the earnest money will be forfeited.

2.3 ELIGIBILITY CRITERIA

A bidder participating in the tender process shall possess the following minimum pre-qualification/eligibility criteria:

S.No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956	Copy of Certificates of incorporation
2	Tax Registration	The bidder should have a registered: i) GST enrollment No. ii) Income Tax / PAN number iii) Tax Deduction and Collection Account Number (TAN)	Copy of GST enrollment No. Copy of PAN Card Certificate of Allotment of TAN
3	Financial: Net Worth	The net worth of the bidder in the last 3 Financial Years : ,2018-19 , 2019-20 & 2020-21 should be Positive (as per the last published audited financial statements)	Audited Annual statement
4	Mandatory Undertaking	Bidder should: <ul style="list-style-type: none"> • not be insolvent • not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract • not have been blacklisted by a central / government institution 	A self certified letter as per Annexure: Self Declaration

2.4) BIDDING PROCESS

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects or submission of a conditional bid will be at the bidder's risk and may result in the rejection of the bid.

2.5) BID SUBMISSION

- a) The bidder should give details like name, profile etc. **as per Annexure I–Covering Letter** for Technical Bid
- b) The bids submitted must be valid for a period of 180 days from the date of tender opening for placing the order..
- c) The Technical Bid and Financial Bid shall be uploaded in www.eprocure.gov.in except the EMD

2.6) Pre bid meeting

NIELIT Gangtok shall hold a pre bid meeting with the prospective bidders over video conference or if conditions permit at the meeting room at NIELIT, Gangtok. Queries if any regarding the tender documents shall be send in the following format in writing OR through mail dir-gangtok@nielit.gov.in **prior to the pre bid meeting. Only those pre-bid queries which are received in the following format shall be entertained:**

Company name		M/s.		
S. No.	Vendor's Query/ Comment	Relevant Section / Annexure of Tender Document	Relevant Content from Tender Document	Tender DocumentPage No.

2.7) Amendment of Tender Documents

At any time prior to the last date for receipt of bids, NIELIT Gangtok, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. The amendment/corrigendum will be notified on NIELIT Gangtok website, which will be binding on the prospective bidders to consider for quoting.

2.8) Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NIELIT Gangtok shall be written in English.

2.9) Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. NIELIT Gangtok will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

2.10) EMD

- a) Original copies of EMD along with the covering letter **as per the format provided in Annexure-A Covering Letter should be placed in an envelope that should be sealed and superscripted EMD for NIELIT Gangtok tender for “Supply, Installation and Training on machineries for e-waste dismantling facility”**. The envelope should be addressed to the Director In Charge, NIELIT Gangtok and submitted at NIELIT, Gangtok office, Indira By Pass Road, Near KBT Fuels, Sichey, Gangtok – 737101, Sikkim

OR

- b) **EMD money can directly be deposited to NIELIT Gangtok, Account No -429210110001972, Bank-Bank of India, Gangtok branch, IFSC code- BKID0004292 before the due date and time specified.**

2.11) . Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) in the form of Demand Draft or transaction receipt, from a scheduled commercial bank, drawn in favour of NIELIT Gangtok, payable at Gangtok. **The amount of EMD to be submitted is Rs 75,000/-**

The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of Security Deposit valid for the period of 2 years.

2.12) Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit/Security Deposit can be forfeited if a bidder:

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful bidder fails to sign the contract within the stipulated time.
- In case of the bidder supplying the false information in the bid.
- Any deviation in the tender condition.

2.13) Last Date for uploading of bids

- a) Bids, complete in all respects, must be uploaded on www.eprocure.gov.in within the due date and time. In the event of the specified date for the submission of Bids is declared a holiday, the Bids can be uploaded up to the appointed time on the next working day for which NIELIT Gangtok will make necessary provisions.
- b) NIELIT Gangtok may, at its own discretion, extend the date for uploading of bids. In such a case all rights and obligations of NIELIT Gangtok and the bidders shall be applicable to the extended time frame.
- c) NIELIT Gangtok will not be responsible for any delay on the part of bidders in downloading the tender document or uploading of the bid documents as required in the tender document

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before the due date and time of submission.

- d) The offers submitted by fax/email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NIELIT Gangtok may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of bidder's EMD.
- f) Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their bid.

2.14) OPENING AND EVALUATION OF BIDS

- a) NIELIT Gangtok shall convene the bid opening session on duly notified date through eprocurement.gov.in where one representative from the agencies, who have successfully uploaded the bid, can participate.
- b) NIELIT Gangtok will download the technical bid from its e-procurement portal of only those agencies whose EMD are found to be in order and each bidding BIDDER can remain present during the bid download process.
- c) The bids will then be evaluated by NIELIT Gangtok.

2.15) Evaluation of bids

- a) The two stage selection procedure shall be adopted that will proceed as follows:

The first stage proposal will consist of technical bid and the second stage will be financial bid. The financial bids shall be opened only for successful technically qualified bidders based on the evaluation of technical bid. A decision as to whether or not a bidder will be qualified will be based on the bidder's experience demonstrated by the bidder in response to the requirements of the tender document & as evaluated by NIELIT Gangtok.

- b) When deemed necessary, NIELIT Gangtok may seek clarifications on any aspect of the bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, NIELIT Gangtok reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder. This would also not mean that their bid has been accepted.

2.16) Completeness of Bids: NIELIT Gangtok will examine the bids to determine whether they are complete, whether they meet all the conditions of the contract and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.17) Rectification of Errors: Arithmetical errors will be rectified on the following basis. If there is a

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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 shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

NIELIT Gangtok may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

- 2.18) Rejection of Bid:** If a bid is not responsive and not fulfilling all the conditions it will be rejected by NIELIT Gangtok and may not subsequently be made responsive by the bidder by correction of the non-conformity. In case any of the bid documents is found corrupt or not in proper format as per tender document, the bid shall be rejected.
- 2.19)** Any effort by a bidder to influence NIELIT Gangtok bid evaluation, bid comparison or contract award decisions may result in the rejection of its bid and forfeiture of the bidder's EMD.
- 2.20)** NIELIT Gangtok reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agencies or agencies and of any obligation to inform the affected agencies of the grounds for NIELIT Gangtok action.
- 2.21) Technical Evaluation**
- a) The technical bids will be evaluated by NIELIT Gangtok. The first process is to examine the eligibility of the agencies as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected. However, the NIELIT Gangtok reserves the right to call for additional information from the bidders to fully establish their eligibility.
 - b) Subsequently, NIELIT Gangtok would examine the technical details and may ask for additional information and may call the eligible bidders for a presentation of the projects handled by them as quoted in their bids. The time limit, in which the bidders have to submit the additional information or present their projects, will be decided by the NIELIT Gangtok and its decision will be final in this regard.
- 2.22) Financial Evaluation**
- a) Financial bids of only technically qualified bidders shall be opened on a date and time duly notified in the eprocurement.gov.in.
 - b) Quoted price should be inclusive of Taxes, Delivery and installation at NBBDC, College, Tadong, Sikkim- 737102 , Training on equipments, Labor cost and electric works if any at the installation site. However all the equipments will have to be transferred to the new NIELIT Campus at Pakyong(Maximum 35 K.M from the present installation site) as and when required. The bidder would required to uninstall all the machinery/ equipments and reinstall the same at NIELIT Pakyong campus. The transportation cost will be borne by NIELIT Gangtok and the TA/DA of L1 bidder will be borne by the bidder itself. The bidders are requested to consider this while bidding in the financial bids.
 - c) L1 BIDDER shall be the one quoting least values in Financial Bid. In case more than one BIDDER quoted the same value, then the BIDDER having the maximum total average turnover as per the CA Certificate submitted for eligibility will be reckoned as L1

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- d) The (L1) bidder will be determined/ selected on the basis of the total lowest quote, as quoted in the financial bid
- e) If L1 bidder failed to quote for any of the constituent items in the Financial Bid Performa or quoted zero or incredibly low rates for any of the constituent items then its bid will be rejected and EMD will be forfeited. The next successive lowest quoting bidder will be declared as L1, if found in order as per tender terms and condition and so on.
- f) The rates quoted by L1 bidders in Financial Bids shall be accepted as the tender rates.

2.23) AWARD OF CONTRACT (SELECTION)

- a) Before the expiry of the period of validity of the proposal, NIELIT Gangtok shall notify the successful bidder in writing, that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of award, failing which the offer will be treated as withdrawn and EMD forfeited. .
- b) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the selected bidder will entail termination of the contract without prejudice to the rights of the NIELIT Gangtok. In addition, NIELIT Gangtok shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

2.24) SUPPLY

All the items will be supplied at **Nar Bahadur Bhandari Degree College, Tadong(NBBDC), Gangtok East -Sikkim**. All the expenses involved in shipping the equipment to the said premises will be borne by the bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. NIELIT, Gangtok will have the right to reject the component/equipments supplied, if it does not comply with the specifications at any point of installation/inspections.

2.25) INSPECTION

NIELIT, Gangtok or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance at no charge to NIELIT, Gangtok. In case any inspected or tested equipment fail to conform to the specifications, NIELIT, Gangtok may reject them and supplier shall either replace the rejected equipment or make all alterations necessary to meet specification required free of cost to NIELIT, Gangtok.

2.26) ONSITE WARRANTY

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The warranty period for the systems shall be taken into account as per the “Warranty Requirement mentioned in the Technical Specification” from the date of completion of supply of products, its successful installation/commissioning and acceptance by NIELIT, Gangtok including free spare parts, kits etc, whichever is later. During warranty period, besides service/maintenance of machines, its peripherals should also be provided at no extra cost. The warranty shall be valid for 2 years from the date of Installation The vendor should fulfill the following conditions during warranty period: Any failure in the supplied equipments thereof should be rectified within maximum period of 15days of lodging complaint by the training centre. Normal transit time not exceeding 2 days additionally will be allowed.

2.27) DELIVERY

All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of nominated Officer identified by NIELIT, Gangtok and vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition. The delivery of the items must be made within six (06) weeks of placement of the purchase order. Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions - forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per the respective Clause (next) or / and cancellation of the purchase order for being defaulter. Vendor must apply to the respective authority for issue of road permit /waybill in time. Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties. Delivery Challan needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date, etc on above delivery challan, an e-mail from the concerned user may be treated as delivery challan. The Vendor should install all the items at specified site without any additional charge.

2.28) OPERATIONAL TRAINING

A training on operations of the equipment should be provided by the vendor. The vendor will run the machines and explain the functionality of all the supplied machines to the responsible officer at NIELIT Gangtok centre. The vendor will also provide the training on the rectification of the problems if some complication arises. The vendor will also provide the manuals in printed as well as in video form on the operational procedures for each of the equipment. The operational training should be completed within two weeks from the date of installation

2.29) PAYMENT TERMS AND SCHEDULE

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- a) NIELIT, Gangtok will make 90% payment within one month of complete delivery, installation, operational Training and acceptance of the supplied items. Remaining 10% will be kept as security deposit for the warranty period, it may be released within one Month on submission of Bank Guarantee. The Bank Guarantee amount will be equivalent to 10% of total value and valid up to warranty period from the date of acceptance of the supplied items installation.
- b) Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable taxes etc.
- c) Payments shall be subject to deductions of any amount for which the BIDDER is liable under the empanelment or tender conditions. Further all payments to bidder will be made subject to deduction of applicable taxes and penalty, if any, as per Government of India rules.

2.30) DELIVERY OF SERVICES: The selected BIDDER will undertake all the indicative activities defined in the detailed Scope and any other associated activities.

2.31) LIQUIDATED DAMAGES

If the supplier fails to either deliver any or all of the goods or does not complete the installation within the period as specified in the purchase order, NIELIT, Gangtok shall without any prejudice to its other remedies, deduct liquidated damage at the rate of Two percent (2%) of the quoted price for the delayed goods for every week or part thereof subject to a maximum of 14% of the contract value.

2.32) INDEMNITY

- a) NIELIT Gangtok and indemnified of all legal obligations, past/present/future, the selected BIDDER may have with its professionals.
- b) NIELIT Gangtok stand absolved for any liability on account of death or injury sustained by the staff deployed by the selected BIDDER during the performance of the project duration and also for any damages or compensation due to any dispute between the selected BIDDER and its staff.
- c) The selected bidder will indemnify NIELIT Gangtok of any infringement of third party rights be they under the Patents Act or the IPR.

2.33) CONFIDENTIALITY

- a) The selected bidder and their deployed personnel will not, either during the term or after expiration of this contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of NIELIT Gangtok or its clients without the prior written consent of NIELIT Gangtok.
- b) The selected agencies have to sign the Non-Disclosure Agreement with NIELIT Gangtok.

2.34) SECURITY

- a) The bidder will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.

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- b) The bidder or its deployed personnel, by virtue of claim any rights on the work performed by them. NIELIT Gangtok/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the bidder or its deployed professionals will be entertained on the deliverables.

2.35) Termination of Contract

NIELIT Gangtok may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit) by written notice of default sent to the selected BIDDER, terminate the contract in whole or in part after sending a notice to the selected BIDDER in this regard.

- a) If the selected BIDDER fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by NIELIT Gangtok, or
- b) If the selected BIDDER fails to perform any other obligation under the contract.

2.36) SUSPENSION

NIELIT Gangtok may by a written notice of suspension, suspend all payments to the qualified bidder under the contract, if the qualified bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the qualified bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

2.37) FORCE MAJEURE

- a) Force majeure clause will mean and be limited to the following in the execution of the contract / work-orders placed by NIELIT Gangtok:-
 - War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the BIDDER.
- b) The bidder will advise NIELIT Gangtok in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NIELIT Gangtok reserves the right to cancel the order without any obligation to compensate the BIDDER.

2.38) ARBITRATION

NIELIT Gangtok and the BIDDER will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work-order. If any dispute will arise between parties on aspects not covered by this agreement, or the

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construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by Ministry of Electronics & IT (MeitY) and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in Gangtok, India

2.39) APPLICABLE LAW

The Agreement/Contract/work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

The bidder and their deployed personnel either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of NIELIT Gangtok or its clients without the prior written consent of NIELIT Gangtok

ANNEXURE - I: Covering Letter for Technical Bid

(To be submitted on the letterhead of the bidder)

(Place)

(Date)

To

**The Director In Charge,
National Institute of Electronics & Information Technology (NIELIT), Gangtok
Indira By Pass Road, Sichey
Gangtok – 737101, Sikkim**

Subject: Submission of Bid for Selection of bidders for Supply, Installation and Training on machineries for e-waste dismantling facility

Dear Sir,

This is to notify that our company is submitting technical bid in response to Tender No NIELIT/..... for Selection of of bidders for Supply, Installation and Training on machineries for e-waste dismantling facility for Project - Capacity Building & Entrepreneurship Development on E-Waste Management for North East States

. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
E-mail		

We are responsible for communicating to NIELIT Gangtok in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NIELIT Gangtok responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NIELIT Gangtok on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, scheduled and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and

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conditions of the tender and the procedure for bidding and evaluation.

We have enclosed the earnest money deposit as per the tender Conditions. It is liable to be forfeited in accordance with the provisions of tender document.

Deviations:

We declare that all the services shall be performed strictly in compliance with the Tender Document. Further we agree additional conditions, if any, found in the bid documents, other than those stated in the tender document, shall not be given effect to.

Bid Pricing:

We do hereby confirm that our bid prices include all taxes, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data:

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NIELIT Gangtok are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NIELIT Gangtok in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the empanelment with NIELIT Gangtok.

We understand that you are not bound to accept the lowest or any bid you may receive. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [*bidder's*] *name*

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm

Address: Seal/Stamp of bidder Place: Date:

ANNEXURE - II: Tech Bid: Checklist for Technical Bid

#	Requirement (Refer Eligibility Criteria for Details)	Bidder Compliance (Y/N)	Documents / Proofs Attached	Page No of attached proof	Reason for deviation, if any
1	Legal Entity				
2	Tax Registration				
3	Financial: Net Worth				
5	Certification				
6	Mandatory Undertaking				

On behalf of [*bidder's*] *name*

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

ANNEXURE - III: Tech Bid: Format for Submission of Project References

#	Particulars	Details
I	Domain(s) for which the project is being referred:	
II	General Information	
a.	Client Name	
b.	Name of the Contact Person and contact details of the Project	
III	Project Details	
a.	Name of the Project	
b.	Start Date	
c.	End Date	
d.	Current Status (In Progress / Completed)	
IV	Size of Project	
a.	Value of Work Order (In Lakh) (only single work order)	
b.	Total Cost of the Services provided (by the bidder)	
Narrative Nature of Project:		
Description of actual services provided by your staff with in assignment:		

Note:

- i. Multiple work orders for the same project, shall be considered as different assignments for the purpose of evaluation of technical capability for this tender
- ii. Bidders may be required to facilitate interaction with client and/or site visit, if required.

ANNEXURE - IV: Self-Declaration

(To be submitted on the letterhead of the bidder)

To

**The DirectorInCharge,
National Institute of Electronics & Information Technology
Indira By Pass Road, Sichey, Gangtok – 737101, Sikkim**

Dear Sir,

In response to the Tender No. _____ dated _____ for “of bidders for Supply, Installation and Training on machineries for e-waste dismantling facility for Project - Capacity Building & Entrepreneurship Development on E-Waste Management for North East States” as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Complies with requirements of Contract Labour (Regulation & Abolish) Act, wherever applicable.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoI, my/ our EMD/security deposit may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -Date:Place:

Annexure 'A'

List of the Items to be procured for setting up of e-waste dismantling lab

S No.	Description of the items	Quantity
1	Dismantling Table <ul style="list-style-type: none"> • Set of specially designed dismantling tables, (3X6) top one piece 4 seater table • Frame & sections: MS painted • Tabletop material: Stainless Steel • Galvanized Dust suction canopy • Galvanized ducting for Dust transfer • Collection bins - 24 Qty 	3
2	Dust Collection and Air Purification System (2 way) <ul style="list-style-type: none"> • 4 channel automatic pulse jet type cleaning system Electrical Air jet control panel • Dust bag - 16 (3 X 3) - Nonwoven fabric material Inlet flow control valve with MS pipeline set Air blower : 3 Ph/ 3Hp motor	1
3	Power Screwdriver	6
4	Compressor Cutting Machine <ul style="list-style-type: none"> • Complete Machine with Standard Accessories • Complete with Electricals Motor(1HP:1440RPM:3PH • V-Belts • Electric Coolant pump Bi-Metal Blade – 1 No.	1
5	Oil and gas recovery machine from refrigerant/ cooling equipment <ul style="list-style-type: none"> • Power: 220-240 VAC, 50-60 Hz • Motor: 1 Hp Compressor: Oil-less, Air-cooled, piston	1
6	Tools for manual dismantling (as per Annexure-1.1)	12
7	Racks for storage dismantled material <ul style="list-style-type: none"> • Multilevel Racks Metal	4
8	Wheelbarrow (Like Pushcart)	1
9	Weighing Bridge (Weighing Capacity:500 Kg)	1

Annexure-1.1

Detailed Specification for Item 6 i.e. (Tools for Manual Dismantling). Bidders need to quote considering all the items (12 nos. for each item) mentioned below			
Sl.No	Product Name	Specification	Quantity
1	Adjustable spanner	155 X 19	12
2	Long nose plier	170 mm	12
3	Cutting plier	165 mm	12
4	Combination Plier	165 mm	12
5	Steel bit screwdriver set	set of 31 screw drivers	12
6	Mobile screwdriver set	T-5/6/7/8/9	12
7	Spanner Set	6/7/8/9/10/11/12/13/14/15/16/17/18	12
8	Claw hammer with handle	340gm	12
9	Club hammer with Hnadle	300gm	12
10	Allen kay set (mm)	10 pcs	12
11	Allen kay set (mm)	9pcs set (1.5mm,2mm,2.5mm,3mm,4mm,5mm,6mm,8mm,10 mm)	12
12	Cordless screwdrivers		12