



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552

**Additional Terms & Conditions for
Disposal of Condemned Electrical & Electronic items at IIT Indore**



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सिमरोल खंडवा रोड इंदौर भारत, पिन-453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 07324-660/3413
Email: mms@iiti.ac.in

Invitation for Forward Auction Notice (FAN)

Subject: - Disposal of Electrical & Electronic items at IIT Indore.

Sl.No.	Particulars	Description
01	FAN No:	<u>IIT/CSS/Disp./2025-25/06</u>
02	Mode:	<u>Online through GeM Forward Auction</u>
03	Auction for	<u>Condemned Electrical & Electronic items.</u>
04	EMD:	<u>Bank details for EMD will be published after PQ assessment.</u>

Waste details are as under:

Lot Sl.No.	Lot Description	Approx. Qty. in Kgs. / Nos./ Ltrs.	Remarks
1	Condemned Electrical items	Lot-1	Details at Annexure-I
2	Condemned Electronic items	Lot-2	Details at Annexure-I

TERMS & CONDITIONS

- MODE** – Lot wise Scrap auction on GeM Forward Auction with as-is-where-is basis. Commercial bid will be submitted by the bidder within stipulated time.
- EMD** – EMD in the form of RTGS/NEFT shall be submitted into the IIT Indore account by the all technically qualified bidders only and the bank transaction slip/receipt is to be uploaded on GeM portal necessarily. Relaxation for EMD is not allowed in any case for participating in the auction. No further communication will be accepted.
- Service Order** – The Service order will be governed by the terms and conditions enclosed with this ATC/RFP/Tender Enquiry and no modifications / alterations etc. are acceptable.
- PICKUP ADDRESS**: - IIT Indore, Central Store Section – Simrol, Indore- between Monday to Friday during 10.00 am to 04.00 pm Only.
- PAYMENT**: 100% payment will be Deposited in IIT Indore A/C through RTGS or through Online by successful bidder in the name of "THE REGISTRAR, IIT INDORE" within 03 days from the date of Sale Order.
- PICKUP PERIOD/COLLECTION OF MATERIAL**: Material pickup within 10 days or GeM T&C from the date of service order or as decided by the IIT Indore.
- The materials will be pickup on **AS-IS-WHERE-IS** and **WHAT IS** basis **Ex-Go down and Unpacked condition**. No responsibility will therefore be accepted by IIT Indore for the description, condition, completeness, accuracy in size, shape, nomenclature, weight, number, etc., whatsoever, and no complaints will be entertained in respect of quality, quantity, condition of the items.
- Successful Bidder/s** shall lift the complete unit/lot. /item No picking or choosing will be allowed in the Disposal site/ institute premises by the bidders.
- Tax and other statutory levies extra as applicable under Government rules will have to be paid to the successful bidders at the time of final payment of the bid amount in full.



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10. The successful bidders shall lift the materials concerned at their cost (i.e. loading/unloading, weighing, clearing, transportation, packing etc.) within the stipulated time after effecting the full payment under valid **Gate Pass** [Non-returnable].
11. In case the lots are not lifted within the specified time, Ground Rent equivalent to **IIT Indore or as prescribed in the GeM T&C** per lot per day will be charged. The materials not so removed will be treated as abandoned lots and EMD/deposited amount and any other amount paid will be **FORFEITED** without any reference to the bidders or penalty as mentioned in the GeM T&C, whichever is decided by the IITI.
12. The institute reserves full right to resell the abandoned lots. The bidders will not have any right to claim on those material/s and no correspondence will however be entertained in this regard.
13. In case of any conflict between any of the provisions of GTC/ATC of GeM and IIT Indore ATC/STC, regarding the ATC/STC/GTC decision of IIT Indore competent authority will be the final.
14. At the time of removal of these goods, there may be a variation of $\pm 10\%$ in any particular item or all the items from actual number as mentioned in the ist, which shall have to be accepted by the firm. Since the material is to be disposed of on 'As is where is Basis' the bidder will not be allowed to revise its rate on the basis of variation of material within the range as given above. The bidder(s) is advised to inspect the material before submission of bids and any complaints in respect of material or quality, quantity later will not be entertained.
15. The Competent authority reserves full rights to change quantities of the material offered for disposal at any time depending upon its availability and to dispose of the same as a whole or in parts. No compensation shall, however, become due to tenderer if full quantity as mentioned advertisement/sale order, could not be delivered.
16. The successful bidders who would like to take delivery of the goods through their authorized representative/s should send an authorization letter with their personal identification such as Driving License card, Income Tax PAN card, etc. along with such person/s duly attesting his/her/their signature/s therewith.
17. **Before participating in the Tender, the interested bidders can visit premises to inspect all these goods for which the interested firm shall contact In-Charge (CSS) at Tel. no. 0731-660/3413. The interested bidders shall be allowed to inspect the goods during the period of auction between 2.00 PM to 5.00 PM on working days only (Monday to Friday).**
18. **ARBITRATION:** All disputes arising out of this contract shall be referred to the sole arbitration of the IIT Indore or his nominee as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be decided by the IITI.
19. **CANCELLATION:** The institute reserves the right to cancel the order if party fails to meet the lift deadline and if is recorded by the user department that the late lifting has adversely affected the of the Institute.
20. **JURISDICTION:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Indore, India to competent jurisdiction.

Assistant Registrar (MMS)

IIT-Indore



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BIDDER ELIGIBILITY

1. **Pre-Qualification Criteria and certification/documents strictly as per Technical Bid:**
2. ***The Tenderer/Contractor should furnish along with tender a declaration on the letter head of bidder & duly signed & stamped, stating therein as under: -***
 - a. *Tenderer should not be blacklisted in any of the Organization in any of the previous years. No criminal cases filed on Tenderer regarding parking services.*
 - b. *That no ongoing police case/vigilance inquiry/ case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority*
 - c. *That the firm is never being blacklisted/penalized/defaulted by any government institution/Organizations with in last 5 years.*

N.B. The affidavit must be as per the details mentioned above. Any changes in the text matter are not acceptable & IIT INDORE reserves the right to reject such offers.

3. SCOPE OF WORKS

In terms of services the firm will be responsible for auctioned stores as mentioned above including the collection, packing, manpower, transportation, recycling/reprocessing, and Disposal, thereof.

The scope of services includes collection, packing, transport, recycling/reprocessing, and disposal of waste available for auction at IIT Indore as detailed below.

- IIT Indore: Indian Institute of Technology, Indore, Khandwa Road, Simrol – 453552 Ph- 6600/3413/5139/3369

- 3.1 **The service provider who have the valid license for recycling/reprocessing issued by State/Central Pollution Control Board and according to the policy/T&C thereof or subsequent amendments if any as it comes up subsequently are invited to participate in auction for the “Electrical appliances & peripherals/Stores” and selected firm only will have to collect the waste from Central Stores IIT Indore, situated within the Institute as per instructions of the Authority.**

- 3.2 **The estimated quantity of waste is available for auction by the institute. Details are as follows:**

Sr. No.	Name of the Reagent	Estimated approx. Qty. of E-waste available for auction	Location
1	Condemned Electrical items	Lot-1	Details at Annexure-I
2	Condemned Electronic items	Lot-2	Details at Annexure-I

***Note: Qty. & types of waste may be changed (increase or decrease).**



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- 3.3** In case of delay in collecting auctioned waste against the above-mentioned schedule/informed schedule, the penalty will be applicable.
- 3.4** The prospective service provider will ensure regular collection and safe transportation of Waste/E-Waste from IIT Indore.
- 3.5** The prospective service provider must ensure that its recycling/reprocessing facility is in accordance with the 'Rules' and has a valid Authorization from the State/Central Pollution Control Board.
- 3.6** The prospective service provider will also monitor and manage emissions and waste water discharges from service provider in accordance with prevailing Regulations.
- 3.7** The prospective service provider must have weighed system for recording the weight of the waste. The available for auction waste must be weighed in presence of Institution representative and must be recorded in appropriate schedule under Rules.
- 3.8** The prospective service provider shall maintain records related to collection, storage, transportation, recycling/reprocessing, and disposal in accordance with 'Rules' and make available the same to the authority or its representative as required.
- 3.9** Before picking up, parties must conduct a joint verification of waste/E- waste at central stores of the institute covered under the Service Contract. Also, the service provider has to agree that at any point of time during the currency of the Contract, if there is an increase/decrease in Qty. of waste or other gets added/less, he will carry out the services on the same rates applied pro-rata to increased/decreased Qty. of Waste, in case measurement unit in kg the actual weight basis will be applied and the same amount according to actual weight/measure required to deposit in IIT account at the time of picking up the scrap (if any).
- 3.10** The Authority will **NOT** provide any facilities of Space, Electricity, Water, Land for landfill for treated Hazardous Waste (if any). The approved service provider will have to arrange the site and transport the treated waste to the site as per the 'Rules'.
- 3.11** The prospective Service Provider is required to designate an authorized representative who will receive the instructions from the contract signing authority from time to time. All such instructions received by the authorized representative on behalf of the Service Provider must be deemed to have been received by the Service Provider within the scope of this service order.
- 3.12 TERMS AND CONDITIONS:** The firm shall follow the following terms and conditions while executing the services:
- The firm shall not engage any sub-contractor or transfer the contract to any other agency of any component of the tender.
 - Records:** The firm has to maintain all the appropriate records at its own cost as required by various Government departments. The records shall be preserved for a minimum retention



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period, in accordance with the guidelines issued by the Central Government or the State/Central Pollution Control Board or the prescribed authority as the case may be. All records shall be made available for inspection and verification by the prescribed authority or the Ministry of Environment, Forest and Climate Change if so asked at any time. Records must be maintained in digital and/or hardcopy formats.

- iii. **Bill:** The duly pre-receipted bill along with supporting documents shall be presented in triplicate by the agency by the scheduled time to arrange the payment well in time.
- iv. **Payment:** After submission of full order value payment as mentioned elsewhere in the document subject to production of complete pick-up report/satisfactory performance report from designated Officer/s of Institute along with bill.
- v. The agency/contractor shall be responsible for all acts of omission/commission in the institute by their employees during the course of discharge of their duties at the institute. IIT, Indore will not be responsible for any mishap while dealing with the waste/stores during and within the scope of work described because of such acts of omission/commission.
- vi. **Escalation of rates:** Escalation of rates for any reason will not be accepted during the currency of the service contract except in exceptional circumstances. The Registrar, IIT INDORE, will be the sole authority to decide about the same in any manner if he so desires and the decision shall be binding on the contractor.
- vii. If at any time Registrar, IIT INDORE or any other person/persons nominated by him feels that the performance is incomplete or unsatisfactory, the agency will be liable to provide better services to the satisfaction of the authorities. In the case of failure of the agency to do the same, Registrar, IIT INDORE have the option to impose the penalty for each instance of unsatisfactory performance. The decision of the Registrar, IIT INDORE shall be final and binding in this regard.
- viii. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in IIT Indore. Institute reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the IIT INDORE on medical examination of such employees, shall be borne and paid by the firm.
- ix. No liability whatsoever shall attach to the IIT INDORE on account of or any failure on the part of the agency to observe the regulations.

4. SPECIAL TERMS & CONDITIONS

- i) The IIT INDORE reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality IIT INDORE party further reserves to get the work done from open market or through other agencies. Further penal action may be taken against the contractor including blacklisting and his earnest money/security deposit may also be forfeited in case of violation of terms of the contract.
- ii) Any person who is in Govt. Service anywhere or an employee of the institute should not be made a partner to the contract by the firm or indirectly in any manner whatsoever.



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- iii) The contractor shall indemnify the IIT INDORE against all other damages/charges and expenses for which the Institute may be held liable or pay on account of the negligence of the firm or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- iv) The workers whose services are provided by the firm, shall at all times and for all purposes be the employees of the firm and on no account, personnel so appointed and recruited by the firm will have any claim for appointment, continuous recruitment or regularization etc. against the Institute (IIT Indore).
- v) The firm shall comply with the labour laws applicable, and the Institute shall not be responsible for any litigation/default from agency side.
- vi) In every case in which by virtue of the workman's Compensation Act, the Government of India/IIT Indore is obliged to pay compensation to such person employed by the firm in execution of the work, the Institute will be entitled to recover from the contractor the amount of compensation so paid.
- vii) The firm will verify the antecedents of all employees working by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority.
- viii) In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or illegal activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
- ix) The institute shall not provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the institute at any time.
- x) The provision of appropriate manpower required for performing the work awarded, shall be borne by the contractor unless otherwise specified in the contract.
- xi) The firm will be wholly responsible for providing the said services in the Institute/s. If any defect, damage or deficiency is noticed, payment in part or full may be held & penalty may be imposed.
- xii) If any complaint of misbehavior and misconduct by staff of the firm comes into the knowledge of the institute authorities then responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the staff employed by the contractor, the contractor shall himself be responsible to make good for the losses so suffered by the institute.
- xiii) The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it.
- xiv) The Institute will deduct Taxes as per the prevailing laws.



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- xv) In case the agency fails to execute the job after signing/accepting the contract/agreement/deed or leave the job before completion of the period of contract at their own accord, the Registrar shall have the right to forfeit the security money deposited/Any pending bill by the agency for the execution of the contract.

5. Force Majeure

Any failure of omission or commission to carry out the provision of this Agreement by the contractor shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include acts of natural calamities such as flood, earthquake, from civil strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.

6. Debarment from bidding

A bidder shall be debarred if he has been convicted of an offence under the prevention of corruption Act 1988 or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

7. A bidder debarred under clause no. 6 or any successor of the bidder shall not participate in a tendering process of this center for a period not exceeding three years commencing from the date of debarment.
8. The Centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by then Centre, for a period not exceeding three years. If it determines that the bidders have breached the code of integrity.
9. If a firm/bidder quotes no charge/considerations the bid shall be treated as unresponsive and will not be considered.
10. The resultant contract will be interpreted under Indian Laws.
11. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Registrar, IITI or any other officer nominated by the Registrar IITI for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the Centre and shall not have any objection in this regard. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Indore only. and cost of such arbitration will be on the contractor's end.



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12. It is also certified that this agency is not blacklisted by any government department, nor any criminal case is registered/pending against the agency/firm, owner/ partner anywhere in India.
13. The center (IIT Indore) reserves the right to accept or reject any/all tenders without assigning any reason whatsoever.

Assistant Registrar (MMS)
IIT Indore

सहायक कुलसचिव
(सामग्री प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)

TECHNICAL BID

Sl. No.	Documents/Details	Compliance (Details & Yes/No)
1	Names, Address of Firm / Agency and Telephone Numbers	
2	Registration No, of the Firm / Agency	
3	Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with	
4	Please specify as to whether Tenderer is sole proprietor, Partnership firm, name and address and telephone no. of Directors / Partners should specify.	
5	Copy of PAN card issued by Income Tax Dept.	i) PAN No. ii) Copy of Certificate EnclosedYes/No
6	Copy of GST Registration Certificate	i) Registration No..... ii) Copy of Certificate EnclosedYes/No
7	Copy of Valid authorization from the (State/Central Pollution Control Board, MPPCB) (Related to auctioned waste Only)	License No:..... Copy of Certificate Enclosed Yes/No
8	Valid License No (State/Central Pollution Control Board, MPPCB): License Issued By (Authority Name): Valid upto : License Category (if any):	
9	Proof of experience for last One years in State/Central Govt./Central Govt. Lab/Institutions as on 31.03.2025.	Copy Enclosed Yes/No
10	ATC/Tender Acceptance (ATC Signed Copy)	Enclosed Yes/No
11	Non-Blacklisted certification as per bidder eligibility clause 2	Enclosed Yes/No
12	Declaration by the bidder: - This is to certify that I/We before signing this ATC/tender have read and fully understood all the terms & conditions contained herein and undertake myself / ourselves abide by them.	

Certified/Information that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

Signature of the Tenderer

Name of the Tenderer.....
Firm Name
Address :.....
.....
Email.....
Phone No.....
Date: -

(On Firm Letter Head Self Certification)

Certificate
Non-Blacklisted

I/We this is certify that the I/we have not been barred or blacklisted by the any Government of India, Government of Madhya Pradesh or by any State Governments in India for breach of contractual conditions as on bid submission cate and must not be involved in any pending /ongcing Case litigations. Also, I/we must not have been convicted/charge-sheeted in any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government. The bid may be rejected, at any point of time, if it found so.

Date:

Seal & Signature of vendor

Name :

Firm Name:

Address & Contact No:

ANNEXURE-I**Lot-1 -Electrical items (As-Is-Where-Is Basis)**

Sl.No.	Particulars	Available Qty.	Unit
1	Tube Light	58	Nos.
2	Tube Light Body Frame	12	Nos.
3	Geezers	25	Nos.
4	Ceiling & Wall Fan	15	Nos.
5	Fan Motors	37	Nos.
6	Exhaust Fan Metal	7	Nos.
7	Exhaust Fan Plastic	55	Nos.
8	Wall Watch	25	Nos.
9	Torch & Emergency	17	Nos.
10	RO Machine Small	43	Nos.
11	Chock Box of High Mask Lights	19	Nos.
12	High Mask Lights Metal (Small & Big)	81	Nos.
13	Insect Killer Machine	28	Nos.
14	Big RO/water cooler	8	Nos.
15	Cooler Metal/plastic body	11	Nos.
16	LED fall ceiling light	52	Nos.
17	Plastic Ceiling light small	30	Nos.
	Total (B)=	523	Nos.

Lot-2 -Electronic items (As-Is-Where-Is Basis)

18	Hot Plate	23	Nos.
19	Telephone	68	Nos.
20	Chock of High Mask Lights	99	Nos.
21	Fridge	6	Nos.
22	Washing Machine	3	Nos.
23	TV Big	2	Nos.
24	TV Small	12	Nos.
25	Paper Shredder	3	Nos.
26	Coffee wending machine	2	Nos.
	Total (B)=	218	
	G. Total (A+B) =	741	

Note: *

The materials will be on AS-IS-WHERE-IS and WHAT IS basis Ex-Go down and Unpacked condition. No responsibility will therefore be accepted by IITI for the description, condition, completeness, accuracy in size, shape, nomenclature, weight, number, etc., whatsoever and no complaints will be entertained in respect of quality, quantity, condition of the items