

जवाहरलाल नेहरू एल्युमिनियम अनुसंधान विकास एवं अभिकल्प केन्द्र, नागपुर

(स्वायत्त संस्थान, खान मंत्रालय, भारत सरकार के आधीन), अमरावती रोड, वाडी, नागपुर - ४४० ०२३ (भारत)

Jawaharlal Nehru Aluminium Research Development and Design Centre

(Autonomous Body Under Ministry of Mines, Government of India)

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Ref : 02/JNARDDC/S&P/2019-20/D-3

Date: 15/06.2020

Subject : Disposal of Used Scrap material of JNARDDC " As is where is Basis" at JNARDDC , Nagpur

Dear Sir,

JNARDDC invites sealed bids envelope for the disposal of scrap and miscellaneous unserviceable items lying at JNARDDC.

| Description of Item | Qty |
|--|-----|
| Scrap and miscellaneous unserviceable. As per (Annexure- A) and other tender standard terms and conditions are given in Annexure – B | |

You are therefore requested to send your competitive offer in the tender box for above in JNARDDC latest by **30.06.2020 (1500 Hrs)**. Bid price should be submitted in annexure A

Bid submission date/time : 30.06.2020 (1500 hrs)
Date and Time of opening the bid : 03.07.2020, (1500hrs)
Validity of Bid : 90 days from the bid due date.

If bidders wants to attend the opening of price bid, they should arrived/reached in JNARDDC as per schedule time.

EMD: Rs.20,000/- (Twenty thousand only) should be deposited in favour of JNARDDC by way of D.D. (Terms & Conditions is given in Annexure 'B')

The tenderers must write their complete postal address correctly and legibly (preferably in Bold letter) so that the sale Acceptance Letter/SO or the EMD refunds are made correctly.

The material offered for sale may be **Inspected from 18.06.2020 to 29.06.2020 on working days between 1100 hrs to 1600 hrs only.**

मधन्यवाद ,

आपका आभारी,

(ललित मोहन)

सचिव खरीद एवं भंडार

ललित मोहन / Lalit Mohan

सलाहकार (प्रशासन) - खरीद और भंडार/
Consultant (Admin)-Purchase & Stores
J.N.A.R.D.D.C., NAGPUR.

Annexure B

Ref : 02/JARDDC/S&P/2019-20/D-3

Date: 15/06.2020

GENERAL TERMS AND CONDITION OF TENDER DISPOSAL OF SCRAP.

1. JNARDDC shall be hereinafter referred to as JNARDDC and the successful tenderer (ie the tenderer in whose favour the contract may be awarded) shall hereinafter be referred to as the **buyer/purchaser**.

2. MODE OF SUBMISSION OF TENDER

2.1 All tenders must be submitted in the **prescribed form** only and in **sealed cover super scribed with the reference number of the tender enquiry & Bid for the scrap** . The tenders must be addressed to Director, JNARDDC Nagpur , and be drop in a Tender Box placed for this purpose at the said address.

2.2 Tenderers **should enclose inside the sealed** cover containing the tender, the following documents:

- (a) **Demand Draft** towards Earnest money.
- (b) The Terms and Conditions of tender, both duly **signed by** the tenderer in token of having accepted the same in toto.
- (c) Schedule of Rate (s) duly filled in and signed by the tenderer. (As placed in **Annexure-A**)
- (d) Signed copy of PAN / Voter ID Card / Pass port / Ration card in case the bidder is an Individual and GST Copy/ Registration of firm in case the bidder is and Firm/Company.

3.0 EARNEST MONEY/SECURITY DEPOSIT/

3.1 The tender should be accompanied by Earnest Money Deposit **Rs. 20,000/-** through demand draft. **No interest will** be payable on the Earnest Money. Earnest money in any other form for example cheque , Bank guarantee , Bid bond , call deposit etc will **not be acceptable..**

3.2 In case of unsuccessful tenderers, the Earnest Money will be refunded within one month after signing of contract.

In case the tender is accepted and after the receipt of the due payments towards full value of the materials including taxes/duties (as per the payment terms stipulated in the Terms and Conditions), the Earnest Money deposited by the successful tenderer shall be **automatically converted into Security Deposit**. In case the tender is accepted and the tender(s)/buyer(s) **refuses / fails to** make further financial arrangements towards the full value of materials including taxes/duties as stipulated in the Special Terms and Conditions of the tender, the full Earnest Money against the particular **accepted items shall be forfeited** without prejudice to the rights of JNARDDC to claim such further damages in this regard without further reference to the tenderers (s)/ Buyer (s).

3.4 Security Deposit : In case of successful bidder, money deposited as EMD shall be automatically converted into Security deposit and which shall be refunded , upon completion of the work. No interest is payable by JNARDDC on the Security Deposit. The Security Deposit(s) is/are refundable to the buyer only on fulfillment of all contractual obligations of the buyer(s) to the satisfaction of PAYMENTS :

4 QUALITY AND QUANTITY

- 4.0 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 JNARDDC after the submission of the tender.
- 4.1 Item mentioned in LOT will be permitted to **lift without weight**. However, items mentioned in Kg/ Number will permitted to lift on actual qty in weight/number. If any item found surplus/deficient same will be adjusted at the rates mentioned in tender or sale order
- 4.2 Tenderers have to quote **for all mentioned in the schedule of rates/** price schedule Rates should be quoted for the **entire stacked materials** mentioned above. **Part rate or conditional rates** will be not be considered for acceptance.
- 4.3 JNARDDC 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 JNARDDC/Owner in due course of time without interest, and thereafter no liability/ compliant whatsoever shall be entertained by JNARDDC /Owners.
- 4.4 JNARDDC reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all the lots may be allotted by JNARDDC.

5 GST

All GST, local or any central taxes in force for the time being or enforced hereafter having its impact on the transaction, will be to buyers account and shall be deposited by him along with cost of the material.

6. Losses/Damage

The buyer(s) shall be fully responsible for the acts of their representatives/worker and shall fully indemnify JNARDDC/ Owner for losses/damage(s) sustained by JNARDDC/Owner.

7. TERMINATION / BREACH OF CONTRACT RISK PURCHASE

- (i) In the event of tenderer failure to fulfill any of the tender obligation including not lifting the contracted material under this agreement, JNARDDC decision in this regard to tenderer failure shall be final and binding on the tenderer(s). JNARDDC 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 and or/the Earnest money (as the case may be) shall stand forfeited.

8 **FORCE MAJEURE**

JNARDDC/Owner shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, strikes, G-slow, lockout, closure, pestilence, , Government action, civil commotion, breakdown of machinery, shortage of labour, 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 JNARDDC/Owner to extend the time of performance on the part of JNARDDC/Owner by the period as may be necessary to enable JNARDDC/Owner to efl. performance after the cause of delay will have ceased to exist.

9. RESOLUTION OF DISPUTES / ARBITRATION

Disputes and Jurisdiction:- Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Nagpur. Decision of Director will be final in all tenders. For any further clarification the contract personnel shall be the In charge (Purchase & Stores), JNARDDC - purchasejnarddcnagpur@gmail.com.

10. EVALUATION OF BIDS

(i) Evaluation of the bids shall be done on **total cost of all items basis with the comparison of reserve price**. Bidder, who quoted the total cost of all items, lower than the **total reserve/base price**, will not be entertained. Bidder quoting **total highest** of all items listed in **annexure A**. After comparing with reserve price shall be considered as H1 for award the sales order, provided the bid is responsive.

(ii) JNARDDC reserve the rights for the negotiation of price with the bidders.

(iii) Upon evaluation and Scrutiny of offers in all aspects, fulfillment of all documents, the Bid Acceptance letter will be issued to the Best and Highest quoted **H - 1 responsive Bid**.

(v) In case of Failure of H – 1, The H -2 Will be given Opportunity to lift the Material with same term and conditions as well as the clauses reflected in this Bid Document at the Rate of H-1 or H-2 as case may be on Negotiation.

11. **GENERAL**

(i) The tenderers are required to submit their quotations only in the space provided for that purpose i.e. in "Schedule of Rates/offer sheet" attached with the tender. JNARDDC 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 JNARDDC/Owners from such tenderers.

(ii) **In case of a tie** (same rate quoted by two or more tenderers) in quotations of a particular item, then all such tenderers shall be asked to submit fresh sealed prices on the spot. The decision to accept/reject any/all of the quotation(s) shall be reserved with JNARDDC/owners.

(iii) Page of tender document is duly signed by the tenderer before submitting the tender. Only one tender is to be submitted by one tenderer.

12 SALE ORDER:

The contract shall be treated as having been entered into as soon as a letter of acceptance/Sale Order is issued by JNARDDC to the successful tenderer. The period of contract shall be of 45 (Fourty Five) days from the date of Sale order issued by JNARDDC against the full payment paid by the party.

13 PAYMENTS

- (i) The entire cost of materials along with all taxes and duties must be paid within 10 days from issue of Sale Order, by the buyer as per.. If buyer will not deposit amount within stipulated time. **Penalty for late payment** charges **1% per week** will be applied. Only **upto 02 weeks** extension will be granted. Thereafter EMD/Security deposited will be forfeited.
- (ii) All taxes and duties. as applicable. must also be deposited along with Sale Value.

14 DELIVERY ORDER:

- (a) After receipt of material value (including taxes/duties) in full by JNARDDC the successful tenderers shall lift the entire material allotted to them by employing their own labour and cost, from the Owner site within **30 days from** the date of Issue of Delivery Order or within such time as may be prescribed in the Delivery Order. If buyer not able to lift the material within stipulated time , ground rent @ **0.5% (Half) percent per day** will be charged.
- (b)The material will have to be removed on 'AS IS WHERE IS BASIS' at the buyer's own cost and expenses.

15 REMOVAL OF MATERIALS

Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and' risks. taking all safety precautions. The buyer will arrange to remove the materials sold to him and clear the site within the stipulated period mentioned in Delivery Order.

If at any time, after the Sale order is issued, owner wants to. retain any item/items for the purpose of the running Plants. the Buyer should agree to it and necessary deduction will be made from the Sale order value. as per Owner's assessment which shall be binding on the Buyer.

16 SAFETY:

The Buyer shall be responsible to follow safety rules. JNARDDC will not be responsible to him for any accident or damage to either man or machine inside the office premises takes place. 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.

17 UNIT/LOT RATE BASIS:

Unit/Lot rate to be quoted by the tenderer shall be the basic rate and **shall not include any taxes ,duties & levies element** , which shall be extra as applicable. The taxes duties & levies element to be determined later at the time of issuance of Sales Order by JNARDDC or at the time of payment by the successful tenderer.

ANNEXURE- A
SCHEDULE OF RATE/ PRICE

Ref : 02/JNARDDC/S&P/2019-20/P-26

Date: 15/06.2020

Price bid format (to be filled by the bidders)

| Sl No | Description of item | Denomination of qty | Rate by Bidder | Total value by the bidder |
|-----------------------|--|---------------------|----------------|---------------------------|
| 01 | Aluminium Scrap (Windows and other scrap) | 2000 Kg | | |
| 02 | Ferrous Iron scrap (Electricals items, & Window frame & machinery parts & water pump accessories)) | Lot | | |
| 03 | Wooden (Trees, branches and others wooden materials) | Lot | | |
| 04 | Plastic scrap | Lot | | |
| 05 | Ceiling fan motors | 10 No. | | |
| 06 | Xerox machine | 01 No | | |
| 07 | Electric motors | 18 No | | |
| 09 | Air conditioner (windows) | 04 No. | | |
| 10 | Glass scrap (Chemicals bottles & windows & tube lights and miscellaneous) | Lot | | |
| 11 | Stabilizer | 15 No. | | |
| 12 | Refrigerator | 05 No. | | |
| 13 | Monitor CRT | 23 No. | | |
| 14 | TV | 02 No. | | |
| | Total | | | |
| Total value in words: | | | | |

EMD DEPOSITED DETAILS:

DD NO..... BANK NAME.....DATED.....

Note: The rates quoted are exclusive/without of all taxes and shall be payable extra as applicable as per prevailing rates.

Tenderers have to quote **for all above said items/materials. (entire stacked materials)**. Bids for **Part items & conditional rates** will be rejected.

Aluminium Scrap mentioned at serial no 1 will be allowed to **lift on actual weight basis**. Payment shall be deposited on the basis of actual basis. If items found deficient/extra will be sold on the basis of no of item after depositing the money.

Item mentioned in **lot** will be allowed to lift in whole lot without weight.

Signature of the Tenderer ,Name of the Tendering Firm

