



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4619485  
Dated/दिनांक : 12-02-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-02-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-02-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	100 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Social Justice And Empowerment
Department Name/विभाग का नाम	Department Of Empowerment Of Persons With Disabilities
Organisation Name/संगठन का नाम	Swami Vivekanand National Institute Of Rehabilitation Training And Research (svnirtar)
Office Name/कार्यालय का नाम	Cuttack
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	Auction of dismantling room scrap , Auction of Iron scrap , Auction of alluminium scrap , Auction of papers , Auction of copper , Auction of any other scrap
BOQ Title/बीओक्यू शीर्षक	DISMENTALING AND AUCTION OF SCRAP
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Auction of dismantling room scrap
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	650000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	20000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	2000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	2000
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	2000
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	2000
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	2000

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

DIRECTOR

CUTTACK, Department of Empowerment of Persons with Disabilities, Swami Vivekanand National Institute of

### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	0400000	Auction Of Dismantling Room Scrap	1
Schedule 2	050000	Auction Of Iron Scrap	1
Schedule 3	050000	Auction Of Alluminium Scrap	1
Schedule 4	050000	Auction Of Papers	1
Schedule 5	050000	Auction Of Copper	1
Schedule 6	050000	Auction Of Any Other Scrap	1

#### Auction Of Dismantling Room Scrap

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

**Auction Of Iron Scrap**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

**Auction Of Alluminium Scrap**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

**Auction Of Papers**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

**Auction Of Copper**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्र</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

**Auction Of Any Other Scrap**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prasanta Rout	754010,At-Olatpur, Po-Bairoi, Dist-Cuttack, Pin-754010, Odisha	1	20

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director, SVNIRTAR  
payable at  
Olatpur, Bairoi, Cuttack

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## SWAMI VIVEKANAND NATIONAL INSTITUTE OF REHABILITATION TRAINING AND RESEARCH

(Ministry of Social Justice & Empowerment, Govt. of India)

Department of Empowerment of Persons with Disabilities,(Divyangjan)

OLATPUR, P.O: BAIRROI, DIST: CUTTACK (ODISHA) Pin: 754010.

Tel. No: 0671-2805552, 2805 778, FAX: 0671 2805862.

Website: [www.svnirtar.nic.in](http://www.svnirtar.nic.in), E-mail: dir.nirtar@nic.in & svnirtar@gmail.com

Ref-AD-5/BOQ/Ad-7/Auction/Dismantling//23-24

Date-08.02.24



**GEM BOQ BID DOCUMENT FOR auction of dismantling materials of AD-7.**

**GENERAL INSTRUCTIONS AND TERMS & CONDITIONS OF TENDER DOCUMENT**

**Bidders can participate in GEM BOQ Bid in GEM site those are registered seller of GEM.**

**All rules & regulations of bid are as per default conditions and procedure of GEM.**

**A. FOLLOWING DOCUMENTS TO BE UPLOADED.**

<b>SI</b>	<b>Name of documents</b>
1	GST Certificate
2	Pan Card
3	Aadhar card
4	Last quarter/month GST 3B receipt.
5	IT return for 22-23
6	Bidder turnover certificate mentioning UDIN Number of CA.
7	Experience certificate in GEM.
8	MSME certificate if any & MII certificate (mandatory).
9	Technical Bid details as per Annexure-I (mandatory)
10	Compliance Statement as per Annexure-II (mandatory)
11	Declaration as per Annexure-III (mandatory)
12	Bank Account details, (mandatory)

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**Annexure-I (Technical bid details format).**

Sl. No	Information required	Information to be provided by the bidder
1	Name of the firm/ organization	
2	Whether the organization is proprietorship / partnership/ Pvt. Ltd./ Ltd. Company	
3	Local/present Address,	
4	Mob. No. & What's up No. and E-mail. Id of the proprietor/firm/contact person..	
4	If the head office other than in (3) above, then give the address for the same	

**Annexure-II (FORMAT OF COMPLIANCE STATEMENT) -MANDATORY**

Name of Items	Required Specification	Whether complied to the required specification YES/NO	Remarks if any
1	2	3	4
Auction of dismantling scrap materials of building	As per detail specification mentioned below		

**Annexure-III (DECLARATION FORMAT)**

I/we ..... having my/our office at .....  
..... do hereby declare that I/we have carefully read all the terms & conditions of GEM BOQ BID of the SVNIRTAR, Olatpur, Bairoi, Dist-Cuttack, Odisha-754010 .....  
..... I will abide by all terms and conditions set forth in the tender paper and GEM for the period of agreement.

Signature of Bidder

## B. Terms & Conditions

### Terms and Conditions of Auction.

1. SV: The successful bidder of the-auction or tender sale is allowed 15 (Fifteen) calendar days (including the date of acceptance letter/sale order) for payment of balance sale value (BSV). The Head of Office (or the Officer delegated by an order as per SoPP) after taking into consideration the prevailing market rates and trends, may grant an extension of time for the payment of BSV with late payment charges @ one per cent per week or part thereof up to two weeks only and, thereafter, the SD will stand forfeited without notice. Extensions should not be granted as a matter of routine. The date of submission of the demand draft in the cash office is the date of payment for all purposes. No interest will be paid to the purchaser for the amounts paid or deposited and subsequently found refundable to the purchaser under any of the conditions of the contract; and No interest shall be paid on Performance security.

#### 2. **Terms & conditions of disposal of scrap/obsolete/unserviceable materials**

a. Successful bidder will deposit auction sale value as per L1 bid value within a week from the date of receipt of order. If delay, late payment charges @ 1% per day till one week will be charges. Thereafter contract order will be cancelled and EMD amount will be forfeited. In genuine case, authority may relax the late payment charges.

##### b. **'As-is-where-is' basis**

Notwithstanding anything contained in the e-auction or advertisement issued on the description and particulars of material for sale, the sale is on 'as-is-where-is' basis only and the principle of caveat emptor (let the buyer be aware) will apply. As is where is means that the description/ quality/quantity indicated are approximate and the seller does not give any assurance or guarantee that the material will strictly adhere to the GEM Document. All items shall be taken delivery of from the site by the successful bidders, with its faults and errors in description, if any. Neither can the sale be invalidated nor the bidder make any claim/ compensation, whatsoever, on account of any defect in description or deficiency in the quantity and quality. No plea of misunderstanding or ignorance of conditions put forth subsequent to a confirmation of sale shall be accepted.

#### 3. **Inspection by bidders.**

In view of the 'as-is-where-is' condition, bidders are advised to quote rates only after inspection of items at the site. The bidder or his authorized representative may inspect the materials as per the inspection schedule mentioned in the auction details, between 11 am to 4 pm (excluding lunch hours-12.30 to 2 pm) on any working day (not on Saturday, Sunday & Govt. holiday) at the location specified against each lot with the prior permission from the contact person, as given in the auction details. The detailed description of all lots, including the list of items, if any, is available at Store office.

#### 4 -**Right to reject all bids**

**The seller reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid/issue of a acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.**

#### . **Excise duty and Taxes**

Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. VAT/excise d

uty rates indicated in the e-auction catalogue or Tender advertisement are only indicative and the actual VAT rates as applicable on the date shall be payable by the successful bidders directly to the seller at the time of taking delivery of materials. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes and duties will be immediately deposited with the concerned tax authorities without waiting for the actual delivery. Taxes as applicable will be paid extra by the buyer in addition to the purchase price.

1. **Special conditions-**

- Ø Bidder should quote for all items. The bid of the highest acceptable responsive bidder for total items above reserve price should normally be accepted and an acceptance/sale order is issued. However, if the price offered by that bidder is not acceptable, a negotiation may be held only with that bidder with the approval of CA.
- Ø In case the selected bidder does not show interest in depositing the balance sale value or in lifting the goods, the bid security will be forfeited and other action initiated including resale of the goods in question at the risk and cost of the defaulter.
- Ø In case the total quantity to be disposed cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the price offered by the highest acceptable bidder.

2. **Delivery of sold material -Free delivery Time and Ground rent**

Delivery has to be taken within 10 (Ten) calendar days (called free delivery period) from the date of the acceptance letter/sale order (excluding the date of issue of acceptance letter/ sale order). The delivery of material will be given only after realization of the demand draft/ pay order. If the purchaser is not able to lift the material within the free delivery period, he may request for an extension. Such extensions are generally granted after levying a ground rent @ 1/2 (half) per cent of the sale value per day. But, in some genuine cases, the levy of ground rent may be waived. An account's representative will be responsible for seeing that when the ground rent has become due, it is recovered by the stock-holder before delivery of the stores. The amount realized as ground rent should be noted in the issue note by the stock holder and certified by the stock verifier. The stock-holder will be responsible for remitting the cash to the cashier and obtaining a receipt.

3. **All risks to the buyer**

The items shall remain, in every aspect, at the risk of the buyer from the time of acceptance of his offer. The seller will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Lots are put up for sale, subject to change by nature's wear and tear. No complaint regarding the quality or description of the materials sold will be entertained once the bid has been accepted.

4. **Terms of delivery.**

No picking, choosing, sorting, welding, cutting or breaking of goods or materials sold will be permitted unless otherwise specified. In used/waste oil, separation of oil and water, and so on, shall not be allowed at the site. If these actions are allowed, there is possibility of leakages. In mixed lots, the buyer may take undue advantage by leaving cheaper components behind. If whole machinery is sold and cutting and breaking is allowed, it would be difficult to ensure that the purchaser is taking out only his own cut material and no other unsold material or from other scrap lots. If any foreign materials are found to be mixed in the lot, other than the items included in the auction catalogue and acceptance letter/sale order, the seller reserves the right to remove them at the time of delivery. The buyer shall not be entitled to re-sell an item, lot or part of a lot while the goods are still lying within the premises of the seller and any such sale or assignment of the buyer's right to the material sold in an auction will not be recognized. All documents for releasing materials will be made out in the name of the buyer only. The material will be delivered only to the successful bidder or his authorized representatives against the presentation of the buyer's identity proof. If the successful bidder desires to authorize a representative or an agent to accept delivery, the bidder shall produce a suitable power of attorney or authorization letter for each lot separately, duly attested, by a notary public authorizing his representative or agent to lift the material from the seller.

5. **Default by seller.**

The seller will not be, in any way, responsible for failure to deliver the material due to causes beyond his control such as a strike, lockout, cessation of work by labourers, shortened hours, act of God or other causes or other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended proportionately.

6. **Default by buyer.**

Materials sold but not removed within the specified date will become the property of the seller and it will have the right to dispose of such goods in any manner as he deems fit without any notice.

7. **Witnessing delivery.**

All materials sold shall be weighed or counted before delivery, this being supervised by the:

- i) Stock-holder's representative;
- ii) Accounts representative
- iii) Representative of the security force
- iv) Representative of the purchaser (if he wants to be present).

#### 8. Deliveries of scrap.

At the time of delivery of scrap material to the purchaser, the weighment is to be done in the presence of the stockholder's representative (AD-7). The stockholder's representative and accounts representative will sign a joint statement indicating the type of scrap, name of the party to whom scrap is delivered and quantity as per the weighment slip. The stock-holder should arrange for the deliveries to be affected according to the agreement and terms and conditions of sale. He should take every possible step to expedite delivery of the auctioned materials. The stock verifier should count, measure or weigh each lot or part of a lot after comparison of the description and quantity shown in the sold lot to ensure that only such kinds and quantities of materials as have been shown in the sold lot are being issued; he should sign the gate passes and issue notes in token of such a check. In giving delivery of scrap of non-ferrous items, the material should be weighed on electronic weighing scales and the weight of each consignment should be recorded in detail by the stock verifier in his field book. All deliveries should be done through Electronic Weigh Bridges. All the Weigh Bridges should have valid certificate from Weight & Measurement Department of the State Government. He should sign the issue note after fully satisfying himself that entries made therein agree with those in the field book. The field book should be attested by the other representatives making delivery of the goods in token of their having accepted the correctness thereof. The empty and loaded trucks or carts should be weighed and particulars of the gate pass issued recorded. The issue note and gate pass should be countersigned by the stock verifier. The loading of the sold materials should be done under the supervision of the stock-holder and be witnessed by other representatives. The stock-holder will be responsible for realizing the loading charges, if any, from the purchaser.

#### 9. Variation in available Quantity.

At the time of delivery, the actual quantity may vary from the quantity mentioned in the delivery order. In case of excess available material, the seller reserves the right to retain material in excess of quantity in the lot at its discretion. **The purchaser may be allowed to lift the additional quantity after making the requisite additional payment to the seller.** If the quantity in a lot or actual weighment or count is less than the announced quantity, the seller will not make good the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at the quoted rate. No interest will be paid on the amount of short delivered quantity. The reasons for shortfall should be recorded by the stock-holder and the Head of Office should also record his opinion. Any refund in this regard will be made with the Head of Office's recommendation, the Associated/integrated Finance's concurrence and CA' approval. Copies of the weighment slip will be the base for determining the refund amount. It may be necessary to look into the ledgers for the total quantity held by the stock-holder and particularly so in the case of non-ferrous scrap; the item concerned may have to be processed for special stock verification. In case of a short delivery of the material, the refund of taxes will be the responsibility of the successful bidder only.

#### 10. Conclusion of delivery.

The seller's responsibility ends after the consignment has been loaded and handed over to the representative of the purchasers. The seller will be no party to any dispute that may arise after the loading has been completed.

## **Details description of Auction materials.**

Old asbestos store shed of AD-7 near Aahar Centre will be dismantling for sale of auction materials.

**i. Single Room portion (size 6mtr x 1.57 mtr) consist of load bearing brick walls, Asbestos roof over MS angle frame.**

**ii. Double room portion (size- 13 mtr x 10.12 mtr) consist of load bearing brick walls, Asbestos roof over MS angle frame.**

iii. Successful bidder will dismantle the entire building as per specification given above and taken out the scrap materials as per terms and condition of auction stated above.

iv. Bidder will dismantle the building in the working hours and in the presence of committee members. During dismantle no harms/damage of office property will be done. If any damage occurs, cost work out by maintenance section will be deducted from the EMD or to be deposited by the bidder.

v. Scrap materials will be taken out by the bidder after weighting/counting by the committee during working hours with proper paper and gate pass.

vi. Total BSV will be deposited before starting of work with acceptance letter. After completion of BSV, advance amount will be deposited by the bidder for rest of scrap items before taken out.

vii. Bidder will be taken out all scrap items by cleaning the area following above Terms & conditions. If any scrap item is not taken out by the bidder and auction is not cleaned properly, EMD amount will be either forfeited or expenses for cleaning of the area will be deducted from the EMD amount and balance sale value if deposited will not be refunded.

viii. Bidder will be cleared the area and completed the auction work within 15 days after receiving order. Maximum extension of period may be done till 20 days. Thereafter no permission is given for pending auction work. Damages/penalty will be recovered from the bidder if work not completed in time and disobedience of rules/terms & conditions.

**EMD: - Total EMD amount of the bid is Rs. 30,000.00**

S/D

Director

Ø Auction of scrap materials mentioned in the excel may be continued till one year. If seller wants, additional scrap as and when may be sold to the buyer at quoted rate. Buyer must be bought the scrap items by depositing sale value + tax at quoted rate. EMD may be kept till that period or may be deposited after approval of authority. EMD amount will be kept as Security deposit till end of auction work or one year. EMD to be kept as total. After dismantling scrap disposal, EMD for that may be returned as per terms and conditions.

Ø Bidder must have quoted all items of the excel otherwise bid may be rejected.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**