



NATIONAL JUDICIAL ACADEMY
SURAJ NAGAR, BHADBHADA ROAD, BHOPAL – 462044 (MP)
Tel -0755-243500

Notice Inviting the Tender for the Sale of E-Waste Items

The National Judicial Academy, Bhopal intends to sell the E-Waste articles being primarily the desktops, printers, scanners & other IT accessories through auction on **“As Is Where Is”** basis, placed at Academy. **Sealed Rate tenders are invited in sealed cover (Price bid with required documents) from reputed and experienced E-waste collection agent, dismantlers, traders etc.**

Interested parties should drop their bids in the drop box latest by **31/08/2018 before 14:30 hrs** in the Administrative Block of National Judicial Academy, Bhopal.

Tender documents and Terms & Conditions documents may be collected from the office at the above mentioned address during office hours and can be downloaded from the website www.nja.gov.in. The tender forms duly completed and signed should be submitted along with requisite documents to the office of Registrar (Admin), National Judicial Academy, Bhopal You are requested to follow the guidelines and also the terms & conditions of the Tender set and submit the offers accordingly.

1	Period of Collection of Tender Document	From 11/08/2018 to 31/08/2018	From 11:00 Hrs to 17:00 Hrs on working days
2	Due date of submission of Tender Document	31/08/2018	Till 14:30 Hrs
3	Date & time for opening of bids	31/08/2018	15:00 Hrs
3	Date of Inspection of Scrap items except Every Tuesday (2 nd half) & Wednesday (working off) and National Holiday	11/08/2018 to 30/08/2018	From 11:00 AM to 5:00 PM on working days. Please contact The Storekeeper, National Judicial Academy, Bhopal, in this regard. Mobile No - 9425601227
4	Cost of Tender Document (Non-refundable)	Rs 100/-plus GST i.e 12% as applicable	May be deposited in cash at Account Section of Academy or in the form of Bank Draft of any Nationalized bank in favour of “National Judicial Academy” payable at Bhopal
5.	EMD	Rs.5000.00	To be deposited in the form of Demand draft of any nationalized bank in favour of “National Judicial Academy” payable at Bhopal

Bids will be opened on **31/08/2018 at 1500 hrs in O/o Registrar (Admin), National Judicial Academy, Bhopal** in presence of bidders or their representative.

(K Uthirapathy)
Registrar (Admin), Bhopal.

TERMS & CONDITIONS FOR THE SALE OF SCRAP ITEMS

The National Judicial Academy, Bhopal intends to sell the E- Waste articles being the e- waste of Desktops, printers(Obsolete), scanner & other IT accessories through auction on **“as is where is”** basis, placed at National Judicial Academy, Bhopal. Sealed Percentage rate tenders are invited in sealed cover (Price bid with required documents) from reputed and experienced E-waste dismantlers/traders/recyclers/ dealers.

1. MODE OF SUBMISSION OF TENDER

- 1.1 Tenders should be submitted in the prescribed form obtainable from The Account Department of National Judicial Academy, Bhopal on payment of Rs 100/- plus 12% GST extra. Tenderer downloaded the tender document from Academy Website should furnish the Demand Draft of Rs 100/-and 12% GST extra as a tender document fee along with tender document.
- 1.2 The tenders should be submitted in sealed cover addressed to **‘The Registrar (Admin), National Judicial Academy, Suraj Nagar, Bhadbhada Road, Bhopal - 462044’** with superscript **“Bid for Sale of E-waste items”** .
- 1.3 Sealed tender documents should be dropped in the drop box kept in The **Administrative Block of National Judicial Academy, Bhopal’** prior to the closing date and time of tender. Once the tender is submitted, no withdrawal will be allowed.
- 1.4 The tender documents sent through courier or post, should reach the above address sufficiently in advance of the closing date and time of tender.
- 1.5 The tender documents submitted in any other form like Telex / Fax / Tele Fax /Telephones / E-mail will not be considered.
- 1.6 Tender documents submitted or received by post after the specified date and time shall not be accepted or be eligible for consideration.
- 1.7 Incomplete tender or tenders submitted without qualifying conditions or with condition at variance with the Special as well as General terms and conditions of tender are liable to be rejected.
- 1.8 In event of office remaining closed on the date of opening of the tender for any unforeseen reason, the tender shall be received and opened on the next working date.
- 1.9 Tenderers should sign on all the pages of the tender document.

2. EARNEST MONEY DEPOSIT

- 2.1 The tenderer will have to pay Earnest Money Deposit of Rs.5000/-
- 2.2 The same will be refunded without any interest to successful tenderer only after satisfactory execution of the contract and fulfillment of all contractual obligations or it may be adjusted while remitting the value of the sale before taking delivery of the item.
- 2.3 Each tender must be accompanied by Earnest deposit for an amount as specified in the tender set.
- 2.4 No interest will accrue on Earnest deposit amount.
- 2.5 In case of unsuccessful tenderer(s), the Earnest money deposit will be refunded as early as possible.

3. ACCEPTANCE OF OFFER

- 3.1 The successful tenderer will be intimated about the acceptance of their offer by Registered Post/speed post /Telephonically etc.
- 3.2 The tenderer should return the duplicate copy of the Acceptance offer letter/contract duly signed and stamped as token of acceptance.

4. **DEFAULT IN PAYMENT**

- 4.1 In case of default in payment within the time limits specified in the Terms and Conditions of the tender, the contract automatically stands cancelled thereby forfeiting the Earnest Money Deposit.
- 4.2 The office of 'The Registrar (Admin), National Judicial Academy, Bhopal reserves the right to accept or not to accept payment beyond the specified time limit.

5. **DEFAULT IN DELIVERY**

- 5.1 The Registrar (Admin), National Judicial Academy, Bhopal reserves the right to allow or not to allow the purchaser to lift the materials with or without the Ground Rent after the expiry of stipulated delivery period and delayed charge will be 2% of the total cost of the scrap only.
- 5.2 In event of the material not lifted by the purchaser in entirety the contract stands automatically cancelled thereby forfeiting the Earnest Money Deposit.

6. **QUALITY & QUANTITY**

- 6.1 The scrap is offered purely on '**AS IS WHERE IS**' basis and *pick and choose method of bidding is strictly prohibited*.
- 6.2 The tenderer should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection.
- 6.3 The Scrap equipments and material are sold on LOT basis. The entire material lying in the lot as categorized will have to be lifted by the purchaser so as to clear the entire lot at a time after counting and weighing in the presence of purchaser & members of committee of NJA.

7. **LIFTING & COLLECTION**

- 7.1 Lifting/Removal of all scrap from "**AS IS WHERE IS**" basis will be the total and complete risk and responsibility of E-waste purchaser only.
- 7.2 The purchaser should follow the procedure of Department with regard to entry of vehicle, issue of material in force at the time of taking delivery. Cost of segregation / Cutting / bundling / loading / unloading / transportation etc. of scrap materials are to be borne by the purchaser(s).
- 7.3 All statutory requirement and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).
- 7.4 The purchaser's representatives, workers, Lorry drivers and others will have to strictly observe the working hours and regulations regarding the discipline and security while they are inside the premises of Department. Any violation of the regulation regarding discipline and security will lead to forfeiture of Security Money and termination of the contract by the Registrar (Admin) at his discretion.
- 7.5 The Purchaser(s) must not indulge in any corrupt or unlawful practice while executing the contract. If any such case is reported and established, the Registrar (Admin), National Judicial Academy, Bhopal will have full rights to forfeit the Security Money and cancel the contract.
- 7.6 The Purchaser(s) will be allowed to take delivery of scrap during office hours of the National Judicial Academy with prior intimation.

8. **SUBLETTING**

Assignment of contract and / or subletting of this contract either in whole or in part is strictly prohibited. The Registrar (Admin), National Judicial Academy, Bhopal may at his discretion terminate the contract and forfeit the security money (Earnest money deposit) in the event of parting of any interest, in assignment of and / or subletting of the contract, either in whole or in part by the Purchaser, if and when the fact of such parting assignment and / or subletting comes to light.

9. **ARBITRATION**

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or on the breach thereof shall be referred to the Registrar or his/her nominees who will act as the sole arbitrator.

10. **GENERAL**

- 10.1 Conditional and /or combined offer(s) in tender shall be liable for rejection.
- 10.2 Acceptance or rejection or deviation of Tender terms and conditions shall be finally decided by the Registrar (Admin), National Judicial Academy, Bhopal.
- 10.3 The Hon'ble Director, National Judicial Academy, Bhopal reserves the right to withdraw from Sale the material offered for sale in full or part thereof without assigning any reason whatsoever. He also retains the option to cancel a deal even after issue of Sale Contract / Delivery Advice.
- 10.4 The Hon'ble Director, National Judicial Academy, Bhopal reserves the right to accept or reject highest tender without assigning any reason and may sell the material to one or more than one tenderer as it may deem fit and no claim / complaint in this regard from the highest bidder will be entertained.
- 10.5 In the event of any dispute with regard to GST or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.
- 10.6 Should the purchaser happen to be relative of any employee of the Department or any Member of Auction Committee, he shall inform the Authority of the said fact while submitting his tender failing which his contract may be rescinded, if and when the fact consequently comes to light and he shall be liable to make good any loss or damages resulting from such rescission.
- 10.7 Intending Tenderers may seek any clarification before tendering, submission of offer implies the tenderer has obtained all clarification required.
- 10.8 The tenderer must sign each and every page of the General Terms & Condition, Special Terms & Conditions and schedules to the tender which form an integral part of the Tender.
- 10.9 Unless otherwise specified the rates will be considered as basic rate without taxes & duties which will be extra as would be applicable on the date of delivery.
- 10.10 In all cases the rates should be quoted both in words and figures. Any alteration and / or overwriting should be duly authenticated by the tenderer's signature.
- 10.11 The Hon'ble Director, National Judicial Academy, Bhopal shall have the right to withdraw / cancel / issue amend to the Tender documents to clarify amend, modify supplement or delete any of the condition clause stated in the tender, for which tenderer shall not be entitled to claim any cost, expenses in connection with submission of offer. In case the tender is withdrawn / cancelled the EMD will be refunded without interest.
- 10.12 All kinds of legal proceedings in any matter arising out of the Contract shall be subject to the jurisdiction of the appropriate legal court at Bhopal.

11. **Payment Terms**

Full payment of the E-Waste has to be made before lifting/removal of E-Waste.

12. **Lifting Period**

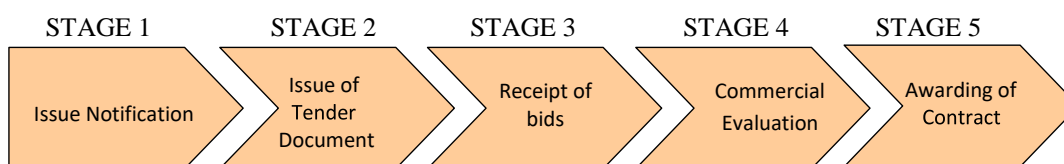
Entire Quantity has to be lifted within 3 days strictly as per Sale/Delivery Advice issued in pursuant to the successful awarding of tender to the successful bidder. Any delay in taking Delivery of materials beyond the specified period may attract ground rent as per general terms or may lead to Termination of contract.

13. **Inspection**

The tendered stores/scrap shall be kept open for inspection. Interested tenderers may inspect the tendered goods on any working days between 11.00 am to 5.00 pm except Tuesday / Wednesday or holidays at National Judicial Academy, Bhopal. The prospective tenderers may contact the office of National Judicial Academy, Bhopal. Only one person from each firm will be permitted for inspection of the items. The person inspecting the items should record their firm's name, his name, and his position in the Inspection Register. The person should produce proof of documentary evidence like authorization letter in their letter pad/visiting card/ identification card, driving license, passport, PAN card etc. before inspection. The Tenderers will be permitted to inspect the items only once and they will not be entertained again.

14. **Process**

Selection of a successful vendor / Service Provider will involve a five (5) stage approach before issuance of Work Order/letter of appointment. The approach follows the Indian Government's Central Vigilance Commission (CVC) guidelines.



15. During evaluation of the bids, the Academy may, at its discretion, ask the Bidder for clarification of his bid.

16. No bidder shall contact the Academy on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.

17. Any effort by a Bidder to influence the Academy in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.

18. Incomplete and conditional offers are liable for rejection.

19. **GST & TCS**

20.1 GST and any other statutory liability will be borne by the successful bidder and will be over and above the bidding price, as applicable shall be extra as mentioned in the Contract Documents. Any change in the structure shall be construed based on the date of disposal.

20.2 GST, Transfer fees and Levies shall have to be paid extra as applicable by buyer.

20. **Instructions to the bidders**

21.1 The tender should be submitted in Single sealed Envelope marked PRICE BID for sale of E-Waste. This cover shall contain all relevant attested qualifying documents as under.

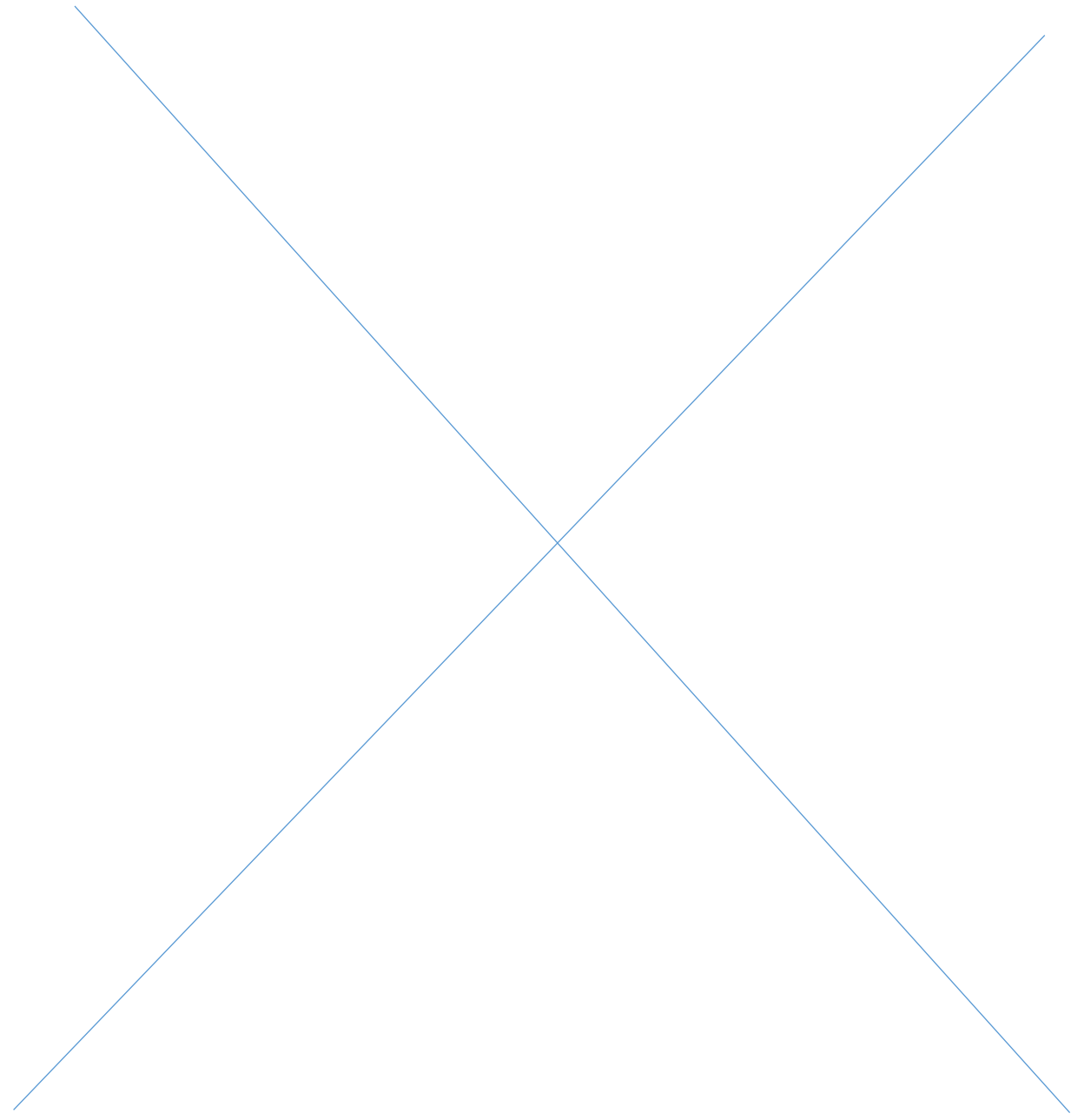
- (i) Demand Drafts for E.M.D.
- (ii) Demand Draft of Tender Fee.
- (iii) Tender duly signed and sealed on each page.
- (iv) Registration certificate of Firms issued by Competent Authority to issue.

- (iv) Licence from Central Pollution control Board/State Pollution Control Board.
- (v) GST/TAN/TIN/PAN etc.
- (vi) The cover shall contain offered rates in Annexure – A duly signed by the contractor.

21.2 The bidder must clearly quote percentage above or below the tender rates in figure as well as in words. The bidder must work out the total price of their tender offer accordingly and the total amount should be clearly written in words figure. In case of any discrepancy, whatever written in words shall prevail. All the columns in schedule should be filled in with INK.

21.3 The bidders are required to quote only firm percentage prices. No variation will be accepted on reserve price fixed.

21.4 The bids should be valid for a minimum period of 120 days from the date of opening of bids. During this period tenderer shall not be allowed to withdraw their tender and if withdrawn, the Earnest Money Deposit submitted with the tender will be forfeited.



PRICE BID FOR E-WASTE (LOT-F)

Sale of various E-waste items of National Judicial Academy, Bhopal. The list Appended below;

Sl No	Item Description	Unit	Quantity	Estimated cost	Total Price
01	IBM Think Centre (CPU+Monitor+Keyboard)	Set	21	1000.00	21000.00
02	HP laser Jet CP1515n	Nos	01	1500.00	1500.00
03	HP Laser Jet 5100	Nos	01	1500.00	1500.00
04	HP Colour 4600dn	Nos	05	3000.00	15000.00
05	HP Deskjet 810C	Nos	02	1000.00	2000.00
06	HP Deskjet 3650	Nos	02	700.00	1400.00
07	HP Deskjet 5160	Nos	21	500.00	10500.00
08	HP Deskjet 9300	Nos	01	1000.00	1000.00
09	Cannon F146502 Multifunction	Nos	01	5000.00	5000.00
10	HP Scanner 4570C	Nos	02	800.00	1600.00
11	Fax Machine	Nos	06	500.00	3000.00
12	OHP Projector Liberty Vision	Nos	01	250.00	250.00
13	LCD Projector Sharp XG-P10XE	Nos	01	5000.00	5000.00
14	Air Conditioner	Nos	01	7000.00	7000.00
15	UPS Merge 500V	Nos	01	1000.00	1000.00
16	APC Backup UPS	Nos	01	500.00	500.00
17	Digital Phones 6408D+ Avaya	Set	20	100.00	2000.00
18	Cordless Phones	Set	03	50.00	150.00
19	PBT Modern Astra 307 Telephone	Set	54	48.00	2600.00
20	D Link	Nos	09	50.00	450.00
21	Cd ROM	Nos	02	50.00	100.00
22	Hard disk	Nos	09	50.00	450.00
23	UPS Uniline Energy	Nos	01	1500.00	1500.00
24	VHMM Console	Nos	02	200.00	400.00
25	Mobile Handset	Nos	46	97.90	4500.00
26	Speaker	Nos	10	50.00	500.00
27	Multimedia Headset	nos	18	900.00	900.00
28	Empty Printer Cartridge	Nos	250	15.00	3750.00
Total (Rs)					94550.00
Reserve Price (Rs)					70913.00
I/We here by agree to purchase the above mentioned items at		Add(+)	_____ % above the total Reserve price	Rs	
I/We here by agree to purchase the above mentioned items at		Less(-)	_____ % below the total Reserve price	Rs	
Estimated Cost (Rs)					
GST as applicable at the time of delivery of material					
TCS @1% in case of individual & 2% in case of Firm (Rs)					
Total Amount (Rs)					

I/We have read and clearly understood the terms, conditions, Annexure A of the tender.

I/We am/are hereby accept all conditions and specifications of the tender document and accordingly we have quoted _____ % above/less _____ % below the estimated rates, net amounting to Rs _____.

I/we am/are enclosing the following documents with the bids

1. Demand Draft Sl No _____ Date for Rs _____ against the EMD.
2. Demand Draft Sl No _____ Date for Rs 100/-plus 12% GST extra against the tender document fees.
3. Signed copies all pages of tender document.
4. Registration certificate of Firm issued by competent Authority.
5. Licence from CPCB/SPCB for dismantling the e-waste.
6. Photocopy of GST NO/TIN/TAN/PAN etc.

Signature of tenderer
Seal of Firm/Company

