

Expression of Interest (EOI) for Scrap Items in National Law Institute University, Bhopal

EOI NO.:- 02-JAN/2023/NLIU

DATE: 25.01.2023

Date of Issue of EOI	25.01.2023
Last date of submission of EOI	04.02.2023 Upto 12:00 PM
Opening of EOI	04.02.2023, At 12:30PM



National Law Institute University, Bhopal

Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in

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Section-A

1. Scope:

National Law Institute University, Bhopal an Educational Institute, invites sealed Expression of Interest (EOI)(s) for Auction of Scrap of NLIU, Bhopal in Permanent Campus at Kerwa Dam Road, Bhopal as per the Expression of Interest (EOI) document. All the taxes(GST,TDS,TCS etc.), duties or any other levies as applicable according to government rules shall be borne by the buyer/bidder. The Expression of Interest (EOI) document can be downloaded from the Institute website at URL Link: <https://nliu.ac.in/tenders>

2. Eligibility Criteria:

- a) All the Vendors / Agencies / Shopkeepers must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the bid. The bids those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents shall be treated as incomplete hence be rejected.
 - i. Bidder should not be black listed/debarred by the Institute or any other agency for a period of one year from the last date of submission of this Expression of Interest (EOI). A Self declared affidavit to that effect must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the Expression of Interest (EOI) as Annexure – III;
 - ii. Copy of Registration of the Shop/Agency /Firm issued by the Nagar Nigam/concerned authority of the Madhya Pradesh Shops and Commercial Establishment Act is must wherever applicable; and
 - iii. The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/TAN/TIN, certificates wherever applicable;
- b) A Committee constituted by the Institute shall evaluate the Expression of Interest (EOI)s. The decision of the Committee in the evaluation of the Expression of Interest (EOI)s shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee; and
- c) Any approach from the Vendor or his representative, trying to influence the decision on the Expression of Interest (EOI), officially or otherwise, shall render the Expression of Interest (EOI) liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the Expression of Interest (EOI).

3. Amendment of Expression of Interest (EOI) Document

At any time prior to the deadline for submission of proposals, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor modify the Expression of Interest (EOI) Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Expression of Interest (EOI) Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Vendors to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the Committee, if require.

Section-B

4. Submission of Expression of Interest (EOI)

The Expression of Interest (EOI) of the bidders should be received as mentioned in the appropriate manner by

- a) The interested parties have to be mandatorily inspect the premises before submitting the Expression of Interest (EOI) form;
- b) In case of Firms /Companies/Institutes etc., the authorized representative can submit the Expression of Interest (EOI) application along with authorization letter;



- c) The Expression of Interest (EOI) form, duly filled in, along with the EMD Declaration and Conditions with signatures on each page and any other supporting certificates shall be kept in a cover, the Shop/ Nature of Business, Name and Address of the Vendor shall be indicated;
- d) The Expression of Interest (EOI)s received after the stipulated date and time will not be accepted. Expression of Interest (EOI)s will be opened by the Committee.
- e) Incomplete filled in Expression of Interest (EOI) forms and unsigned Terms & Conditions will be rejected;
- f) Expression of Interest (EOI) forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensors will summarily be rejected at the time of opening of Expression of Interest (EOI)s;
- g) The Vendor shall sign on each page of Expression of Interest (EOI) form. The name of the business/shop for which the Expression of Interest (EOI) quoted shall be written in capital letters on top of the sealed cover. The sealed cover shall be dropped in the Expression of Interest (EOI) Box kept at the Administration block of the Institute by the Vendor;
- h) Vendor has to submit the Annexures I, II, III and IV duly filled and complete in all sense along with the list of minimum services along with their price (the list of indicative services)

5. Earnest Money Deposit (EMD) Undertaking

- a) The bidder shall be required to submit the Earnest Money Deposit (EMD) Declaration (Attached Annexure -IV) ;and
- b) Institute reserves the right to reject any one or all the EOI's received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

6. Opening of Expression of Interest (EOI)s

The Applicant/Representative of the Applicant shall produce self-attested copy of valid Photo Identity Card (PAN Card, AADHAR, Voter Id, Driving License, Passport, Ration Card). In case of date of opening of Expression of Interest (EOI) is declared holiday, then the date of opening will be the next working day.

Section-C

7. Security Deposit/Performance Guarantee

- a) The successful Vendor shall deposit a sum of Rs. 50,000/- (Rupees Ten Thousand only) as Security Deposit in the form of Demand Draft drawn in favour of "Director, NLIU, Bhopal. The security Deposit should be submitted within 03 days with communication with L-1. If the vendor fails to deposit the remaining amount within 07 days and the scrap was not removed from site within 15 days then the security deposit will be forfeited.
- b) The Security Deposit shall not carry any interest;
- c) The Security deposit is liable for forfeiture by NLIU, Bhopal in the event of failure for breach of any condition/conditions.

8. Termination of Contract

- a) Termination of License duly forfeiting the Security Deposit in the event of:
 - i. National Law Institute University Bhopal is at liberty to terminate the bid with one month's notice, without assigning any reasons;
 - ii. The vendor defaults in payment of bid/auction amount, then contract can be terminated and the security deposit will be forfeited; and
 - iii. Non-payment of Security Deposit and enter into an agreement in the stipulated period.

Section-D

9. General Terms and Conditions:



- a.) **As-is Where-Is** basis 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.
- b.) **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 authorised representative may inspect the materials as per the inspection schedule mentioned in the auction details, between 11 am to 4 pm (excluding lunch hours) on any working day 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 spare parts, if any, is available at the site.
- c.) **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 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.
- d.) Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. VAT/excise duty rates indicated in the e-auction catalogue or EOI advertisement are only indicative and the actual VAT/GST 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. Form “C” will be accepted. 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.
- e.) **Delivery of Sold material:** Delivery has to be taken within 15 (Fifteen) 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 vendor should collect all the scrap material in the presence of Officer-In-Charge along with a gate pass will be issued for this purpose to ensure that only the scrap items are being taken out by vendor.
- f.) The vendor has to ensure collection, loading and safe transportation of the solid material at his own cost & risk by duly taking out the safety measures & compliance with the all government rules & regulations for safe disposal of such items.
- g.) **Final Payment:** Full Payment at the time of issuance of work order should be made in favor through Demand Draft/Electronic fund transfer in favour of the Director-National Law Institute University Bhopal.
- h.) **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.
- i.) The material will be handed over 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.
- j.) 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 laborers, 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.
- k.) 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.
- l.) The vendor 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 field book should be attested by the other representatives making delivery of the goods in token of their having accepted the correctness thereof.

- m.) 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.

10. Penalty Provision

In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

11. Dispute Redressal & Applicable Laws

- a) In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the University shall be final and binding on the licensee;
- b) The contract shall be governed by the laws and procedures established by Govt., within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhopal, Madhya Pradesh, India only;
- c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Bhopal. The decision of the Arbitrator shall be final and binding on both the parties;
- d) Force Majeure: Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.





ANNEXURE I

Application Form

For

To

NLIU, Bhopal
Kerwa Dam road
Bhopal (M.P)
462044, India

Dear Sir
jh

This is in reference to Expression of Interest (EOI) Notification No., dated regarding Auction of Scrap items only at NLIU, Kerwa Dam Road, Bhopal. I, hereby submit Expression of Interest (EOI) in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Expression of Interest (EOI) Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the National Law Institute University Bhopal from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name: _____

Permanent Address: _____

Mobile Phone No: _____





National Law Institute University
Office of Stores and Purchase

ANNEXURE II

Applicant Information Sheet

1. Name of the Applicant: _____
2. Father's Name of Applicant: _____
3. Nature of Current Business : _____
4. Full Address of Applicant: _____
5. Pan Card No. : _____
6. I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
1.			
2.			
3.			

Signature of the Applicant



**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN
EXPRESSION OF INTEREST (EOI)**

I / We _____, the shopkeeper hereby declare that the shop namely _____ has not been blacklisted or debarred in the past by Union / State Government or organization or Institute from taking part in Government Expression of Interest (EOI)s in India.

Or

I / We _____, the shopkeeper hereby declare that the shopnamely _____ was blacklisted or debarred by Union / State Government or any Organization or Institute from taking part in Government Expression of Interest (EOI)s for a period of

_____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/shop is entitled to take part in Government Expression of Interest (EOI)s.

In case the above information found false I/we are fully aware that the Expression of Interest (EOI)/contract will be rejected/cancelled by Director, NLIU, Bhopal, and Performance Security shall be forfeited.

In addition to the above Director, NLIU, Bhopal will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name & Address _____



EMD (EARNEST MONEY DEPOSIT) UNDERTAKING

I/we certify that If I/we withdraw or modify our bids during the period of validity, or if awarded the contract to us and I/we fails to sign the contract, or to submit performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified by the Institute from being eligible to submit Bids for contracts with the entity that invited the Bids.

Signature of the Applicant

Full
Name.....



National Law Institute University
Kerwa Dam Road, Bhopal(Madhya Pradesh) India-462044

PRICE BID FOR DISPOSAL OF SCRAP MATERIALS

Scrap Disposal Reference No.:

Date:

Name and Address of the Party:

Sr. No.	Description of Item	Total Amount Quoted for the complete Lot(In Figures)	Total Amount Quoted for the complete Lot(In words)
1	As per the list enclosed for the complete lot. (As is & where is basis)		
	GST @.....		
	Taxes, Duties if any		
	Grand Total		

Undertaking :

Certify that I am the duly authorized representative of _____
I have inspected the materials as per the details and agree to pay the amount quoted above. I have to make the appropriate payment to NLIU, Bhopal and pick up the scrap materials as per the declared schedule.

Notes: Please attach photocopy of ANY of the following documents:

- A) Registration certificate of having registered with Local Municipal Corporation.
- B) Registration certificate of GST
- C) Certificate of incorporation

Please attach a photocopy of ANY of the following documents.

- A) Photocopy of Aadhar Card.
- B) Photocopy of PAN CARD of the Firm/Proprietor.

Name:

Signature:

Date:



List of Scrap Items

S/No	Name Item	Qty
1	Flash Tank Pipe	28
2	Old Connection Pipe	132
3	Old Volve Cock	4
4	Flash Tank Water Cock	24
5	Seat Small	32
6	Bell	1
7	Tap	2
8	Door Bell	5
9	Wash Basin(ceramic)	71
10	Single Tap	38
11	Water Cooler Tap	4
12	Hand Wash Tap	30
13	Jet Pipe Chain(plastic)	50
14	Saifan Kit	4
15	R.O 3 Set(steel)	3
16	Torch(plastic)	3
17	Flush Tank(ceramic)	43
18	Seat Cover(plastic)	35
19	Filter	20
20	Dispenser	1
21	Mattress	28
22	Pillow	5
23	Sofa Mattres	8
24	Aaintina(steel)	35
25	DTH Umbrella	1
26	Table all top(steel)	32
27	Bed(wooden)	1
28	Key Board	89
29	Fan Rod	4
30	Curtain Rod(ss)	. 41
31	Door Seal	5
32	Phynvle Bottle	39
33	Seat Cover	10
34	Gate(steel)	4
35	Mirror	34
36	Table	5
37	Chair	17
38	Water Cooler	25
39	R.O. With Stand	7



40	Shawar	89
41	Over flow ballcock	9
42	Wash Basin Pipe Small Size	1
43	Booster Pipe	8
44	Table Bell	1
45	Bush	1
46	Almirah lock	20
47	Door lock	22
48	Door Stoper	10
49	Soap Case	81
50	Curtain Angle	1
51	Tower Bolt	30
52	Wooden Chair	13
53	Plastic Chair	29
54	locker	23
55	Wooden Door	46
56	Aluminium Pipes	179
57	Aluminium Section	88
58	Iron Rack	5
59	Dustbeen Lid	20
60	Bucket	26
61	Western Toilet Sheet(ceramic)	45
62	Dustbeen	19
63	large Almirah Steel	2
64	Almirah Steel Medium	1
65	Wooden Plai	18
66	Table Top	16
67	Water Purifier	8
68	Bhatti	1
69	Bhatti with Burnnel	2
70	Chair	28
71	PVC Item	12
72	Bhagona with Lid	1
73	Steel Box	2
74	Plai Pices	208
75	Folding Bed	1
76	Urinal Pipe	20
77	Urinal Pot	20
78	Waste coupling	15
79	Sink Coupling	1
80	Filter Candle	48
81	Revolving Chair	68



82	Class Room Chair MS Frame	25
83	Class Room Table MS Frame	37
84	Paint Bucket	8
85	Steel Cuntiner	1
86	20 Ur Can	12
87	Steel Chair	97
88	Curtain Slvdina	40
89	Glass (3/4 Inch)	3
90	Glass (2/4 Inch)	2
91	Greel (3/4 Inch)	1
92	Window	1
93	Angle Valve .	21
94	Nicole	4
95	Tap Sandal	15
96	Mouse	3
97	L-Drop	7
98	Wooden Almirah	15
99	Tap Toilet	2
100	Jet Shawar	3
101	Mua	10
102	Door Closer	27
103	Door Chundi Bolt	7
104	Soap Stand	3
105	Gate with handle	1
106	Plastic Hanaer	40
107	Plastic Jua	19
108	Tharmas Piastic	10
109	Steel Catel	3
110	Plastic Table Cover	24
111	Base pipe	1
112	Door Mat	20
113	Pillow	12
114	Net Door	1
115	Lamp Cover	1
116	Cricket Bats	24
117	Cricket Wicktes	20
118	Basket Ball	41
119	FootBall	63
120	Volley Ball	27
121	Throw Ball	2
122	Basket Ball Rinas	2
123	Badminton-Rackets & Cover	199
124	T.T. Rackets & Cover	39



125	Pool Stick	27
126	Lawn Tennis Net	8
127	Valley Ball Net	7
128	Badminton Net	6
129	Coverina Net	11
130	Pool Ball Set	1
131	Yoga Metes	5
132	Bedminton Racket	68
133	Bedminton Racket Cover	51
134	Pool Table Cloth	2
135	Lawn Tennis Rackets	7
136	TT bat	4
137	Badminton Reques	6
138	TT net	2
139	Basketball	4
140	basket ball net	3
141	Basketball Ring	4
142	Volley ball	4
143	Throw ball	3
144	Lawn tennis net with cable	1
145	Football	9
146	Cricket kit bag	1
147	snooker pocket	6
148	Lawn tennis net	1
149	Badminton Requis cover	8
150	Ttbat cover	3
151	Cilling light 250 w	16
152	cfl fitting	40
153	Tube light old	44
154	Water taps	1
155	Tolit hand shower	8
156	water cooler	1
157	windwo iron	7
158	Basketball Ring	1
159	Basket ball pole pice	1
160	MCV box	15
161	Regulater fan	19
162	Water tank 500 ltr	1
163	Watewr paip 20 fit	1
164	wooden Door	1
165	Notish board	3
166	Door cortun	55



167	Cortun road	5
168	Table iron	1
169	pad lock	8
170	Tharmos	1
171	Tube light old	23
172	Fan Blade	24
173	FAN	20
174	memrin Aro	15
175	Aro filter	38
176	Aro pump	8
177	Aro hed	2
178	Tharma meater	1
179	Tyir old car	20
180	mt	4
181	Ft	3
182	Valv	1
183	waser	3
184	Flench	1
185	PVC fiting	2
186	Elbao	2
187	Socit	2
188	Exhaust fan	40
189	Fan	26
190	Teli phone	20
191	Door mat	15
192	Cattin ring	35
193	Plastik jag	16
194	Shop case plastik	47
195	aisg tray	23
196	mug	14
197	Fan small	3
198	Dustbin small	14
199	Bucket plastik	25
200	Air wick	24
201	Shop Dispenser	14
202	Glass bath room	37
203	Table wooden	1
204	table steel	1
205	Geyzer	4
206	Exhaust fan	14
207	Aquagard Filter	5
208	Table	2



209	wash besan	2
210	chair	9
211	Table top	2
212	Aro pump	1
213	Tube light old	17
214	Fan	100
215	mattresh	8
216	night laimp	40
217	Wooden Almerah	11
218	Almerah steel	2
219	CB chair	1
220	Chair	5
221	GI pipe small	106
222	Bed plai	48
223	Table top	34
224	Mattresh	21
225	Fan	33
226	Fan blaid	264
227	Regulator	5
228	R. O. DC	12
229	R.O. PUMP	15
230	R.O. PUMP HIT	2
231	CONDENSER	59
232	FILLTER	34
233	MEMREN	41
234	R.O. Hosing	5
235	TUBLIGH FRAME	36
236	night laimp	58
237	Jet pipe	16
238	Bed Wooden	3
239	Exhaust fan	1
240	MCB	4
241	Table drayer	3
242	PL LIGHT	22
243	Chair	3
244	soap dispenser	4
245	Sanitazar machine	1
246	Door Closer	3
247	Shawar	15
248	table	1
249	Telephone	2
250	Almirah	2



251	Tub light Small	4
252	Ceiling fan	6
253	Door Closer	7
254	PL LIGHT	6
255	Exhaust Fan	1
256	Regulator	8
257	Jet Shower	7
258	Bath Shower	2
259	Door Handel	2
260	Dryer Handel	7
261	Tubelight	17
262	Flower Pot	9
263	Stater	5
264	L Set	3
265	Foot mate	7
266	Fan Blade	15
267	Water Floor R.O.	1
268	Top(wood)	1
269	Sanitizar Machine	1
270	PL LIGHT	50
271	Tuble light	175
272	regulator	50
273	CONDENSER	110
274	Stater	45
275	Socket	45
276	Switch	28
277	switch Board	3
278	3 pin Top	4
279	Electric Chowk	100
280	Holder	9
281	bath Room Light Cover	36
282	Exhuest Fan	12
283	Lock	24
284	Soap case	7
285	Toilet Seat Cover	23
286	Shower	12
287	Ball Cock	9
288	Flush tank	9
289	R.O. Pump	13
290	Therma metter	4
291	Adapter	12
292	Pot	11



293	Wash Basen pipe	15
294	Connction Pipe	20
295	Tab/ Mixer Tab	4
296	Tublight Patti	17
297	Wash Basen	2
298	R.O. Pump	1
299	Fan	100
300	Set Box TV	1
301	Regultor	5
302	Jet pipe	2
303	Mattress	8
304	Light Lamp	40
305	Connection Pipe	5
306	Hand shower	5
307	Mixer Tap	4
308	AC Indoor Split(1.5/2 ton)	7
309	Ac window (2 ton)	4
310	Table Tannise	2
311	Steel Window Frame	15
312	Door Plyee	100
313	Water Tank/Solar water tank	10/6
314	Almirah	12
315	Window Frame Aluminium	15

Note:-

1. Rates are included of transportation charges.
2. All the taxes(GST, TDS, TCS etc). Duties or any other levies as applicable according to government rules shall be borne by the buyer/bidder.

