****

**F.No.50/28/2022-Admn. (NISD) C. No. 51236**

**National Institute of Social Defence**

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

**Plot No. G-2, Sector-10, Dwarka**

**New Delhi-110075**

 **Date: 28/12/2022**

**TENDER DOCUMENT**

**Subject: Short Tender Notice inviting quotation from eligible and interested bidders for disposal of surplus, obsolete and unserviceable store items lying at NISD Old Building West Block-1, Wing -7, R.K. Puram, New Delhi-110022.**

Dear Sir/Madam,

 The National Institute of Social Defence (NISD), Ministry of Social Justice & Empowerment, Govt. of India invites sealed quotations from eligible and interested Bidders for disposal of 24 Window ACs, 04 Spilt ACs, 02 Big Size Wooden Almirahs, 02 Wall Fans, 01 DG Set (Generator), 02 Projector and other wooden salvage/scrap material lying at NISD Old Building West Block-1, Wing -7, R.K. Puram, New Delhi-110022. The list of these surplus, obsolete and unserviceable store items are annexed herewith for reference.

The above mentioned store items will be open for onsite inspection by the Bidders on as and where basis during working hours (10:30 AM to 04 PM) for 02 days on 10th, and 11th January, 2023 and thereafter the eligible and interested bidders may submit their sealed Bid/Quotation up to 16th January, 2023 by 04.00 PM at the drop box placed at the main reception of NISD office of National Institute of Social Defence, NISD, Plot No-2 G-2 Dwarka-10 New Delhi 110075, Land Mark: Near Welcome Hotel & NHAI office building.

Please Note that following documents are to be submitted along with Bid/ Quotation:

1. Earnest Money of Rs. 5000/- Account payee demand draft/pay order of required amount of Earnest Money issued from any leading Nationalized/ Scheduled Bank in favour of “ National Institute of Social Defence” payable at New Delhi is required to be submitted with the Bid.
2. The following Documents duly signed by the Authorized Signatory
3. Bid from (As per the format given in **(Annexure-I)** signed by the Authorized Signatory.
4. Compliance to the Terms and Conditions. (As per the format given in **(Annexure-II)** signed by theAuthorized Signatory.
5. All Bid documents should be duly signed by the Authorized Signatory.
6. Commercial Bid (As per the format given in **(Annexure-III)** signed by theAuthorized Signatory.
7. Only single Bid/Rates should be quoted for all the items lying at NISD Old Building West Block-1, Wing -7, R.K. Puram, New Delhi-110022.
8. Earnest Money and Commercial Bid and other required document should be sealed in the envelops subscribing the Tender Number and due date, addressed to the Director, National Institute of Social Defence, NISD Plot No-2 G-2 Sector- 10, Dwarka, New Delhi- 110075.
9. NISD does not own any responsibility if the Bid submitted at any other place the same has not reached to us at the address and due date & time as mentioned above.

All the sealed quotations received from the different Bidders along with DD of Rs. 5000/- (Five Thousand Only) as EMD will be opened on 18th January, 2023 at 03.30 PM in the first floor Conference Hall of NISD office in the presence of the bidders.

And the bidder quoting the highest bid amount will be declared successful by the Bid Opening Committee duly constituted by NISD, located at Sector- 10, Dwarka, New Delhi- 110075.

Details of the Tender including terms & conditions, EMD to be submitted   and other details are specified in the tender document available at NISD website: [**www.nisd.gov.in**](http://www.nisd.gov.in).

In case of any query the Bidders may contact Sh. M. Arif Khan of NISD on his mobile no. 9891519844 during office hours.

This issue with approval of Director, NISD

**Manoj Hatoj**

**Deputy Director, (Admn. &Plg)**

**To:** All eligible and interested Bidder Firms

  **Annexure**

**LIST OF SURPLUS, OBSOLETE AND UNSERVICEABLE ITEMS FOR DISPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No** | **Details of Store Items** | **Quantity** | **Remarks** |
|  |  Window ACs  | 24 | More than 05 -07 years old Voltas and other make Window ACs |
|  | Split Air Conditioners | 4  | More than 05 -07 years old Hitachi make split ACs  |
|  | Wooden Round Table of different sizes  | 4 | 1. 30 Seater (Salvage )
2. 22 Seater (Salvage )
3. 10 Seater (Salvage )
4. 08 Seater (Salvage )
 |
|  | Wooden Working Station, wooden  | 10 |  |
|  | Wooden Almirah big Size  | 02 |  |
|  | Wall Fan  | 02 |  |
|  | 100 KVA Soundless D.G. Set/Generator  | 01 |  |
|  | Projector  | 02 |  |
|  | Scrap(Raddi)/and other wooden salvage/scrap material | N/A | More than 200 Kg.  |

**Annexure‐I**

  **BID FORM**

Bidders are requested to furnish the Form of Bid in the Format given in this section, (filling all the Blank) to the Director, NISD Plot No G -2 Sector: 10, Dwarka, New Delhi -110075

Dear Sir,

 Having examined the Bidding documents, we, the undersigned offer to undertake the job of “Disposal of old & obsolete items” as given in the tender document on ‘As Is Where Is Basis’ located at National Institute of Social Defence (NISD), West Block 1, Wing 7, R K Puram, New Delhi - 110066

 We agree to abide by this bid‐offer for the current financial year (2022‐23) i.e. till **31.03.2023** and the conditions of this offer shall remain effective and binding upon us for acceptance at any time before the expiry of the said period.

 We are submitting Earnest Money of Rs. 5000/- (Rupees Five Thousand Only) through Account payee Demand Draft/Pay order in favour of **Director, “National Institute of Social Defence”,** payable at New Delhi. EMD details are as under

Name of Party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Earnest Money Amount (Rs.)\_\_\_\_\_\_\_ Issuing Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DD/PO No\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

 This bid, together with written acceptance thereof by National Institute of Social Defence (NISD) and Order/Notification of Award of Work, shall constitute a binding contract between us and the National Institute of Social Defence (NISD).

 We understand  that  NISD reserves  the  right  to  accept / reject  any / all  bid (s), without  assigning  any explanation or reason whatsoever and decision of NISD management on the subject shall be final and binding on all Bidders.

Dated, this ………………….. day of ……………………2022

Signature ……………………………………………………..

(in capacity of ) duly Authorised to sign this bid for and on behalf of

(Name and Address of the Bidder)

**Encl:** 1. EARNEST MONEY

 2. SINGLE COMMERCIAL BID/RATE QUOTATED for all items

 3. Compliance to the Terms and conditions.

 (Affix Official Seal) Signature of Bidder with Company Seal

 **Annexure‐II**

 **TERMS AND CONDITIONS**

 **F.No.50/28/2022-Admn. (NISD) C. No. 51236** **Dated- 28/12/2022**

1. The Tender submitted after the due date and time shall be rejected, Your quotation must be clearly legible, duly signed by authorized signatories. Any erasure or alteration must appear specifically in the quotation signed by authorized signatory

2. Items as per **Annexure – 3** (located at National Institute of Social Defence (NISD) West Block 1 Wing 7, R K Puram Office, New Delhi) will be disposed off in one lot to the successful bidder and no part quoting will be entertained.

3. Bidder may visit National Institute of Social Defence (NISD), West Block -1, Wing 7, R K Puram, New Delhi 110066, for inspection of items, if required, strictly during the prescribed date & time given in the auction notice and satisfy themselves of the items they are bidding for. No disputes regarding the form, nature or quality of Inventory shall be entertained.

4. The bidder is deemed to have satisfied himself for the quantity as mentioned in **Annexure‐3.** The entire item will be sold in a single lot and on finalization of tender no dispute regarding quantity will be entertained.  The bidder shall indicate item‐wise rates in **Annexure‐**.  In case of variation (+/‐) in quantity, the rates offered will be applicable and the bidder shall have to accept any such variation of quantity.

5. Only single bid should be quoted for all the items available at National Institute of Social Defence (NISD) West Block 1 Wing 7, R K Puram Office New Delhi. No separate bids should be given.

6. The items shall be sold to highest bidder.

7. Earnest Money

1.   Bidders are required to deposit the Earnest Money of the specified rates or amount as specified on the tender documents in form of account payee demand draft /pay order, No other mode of payment is acceptable.

2.   The EMD shall be refundable to un‐successful parties after placing order to the successful bidder.

3.   No interest shall be payable on Earnest Money by National Institute of Social Defence (NISD) West Block 1 Wing 7, R K Puram Office, New Delhi

4.   The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted in the bill.

5.    The Earnest Money of one quotation case shall not be off‐set / transferred / adjustable towards any other quotation.

6.    The bid security earnest money shall be forfeited if the successful tenders reviles from the offer or does not deposit the bid amount within the stipulated period.

8. Items once disposed off to the successful bidder shall not be taken back by National Institute of Social Defence (NISD) under any condition whatsoever.

9. The successful bidder has to make full balance amount in the form of Account Payee Demand Draft of a Nationalized Bank in favour of **Director, “National Institute of Social Defence” payable at New Delhi**  within 2-3 working days after confirmation/order from National Institute of Social Defence (NISD), failing which,the offer stands to be cancelled and entire EMD amount shall stand forfeited.

10. The successful bidder shall be required to lift all the items from disposal sites (National Institute of Social Defence (NISD) West Block 1, Wing 7, R K Puram Office, New Delhi to his premises within 2 working days after the payment of the balance amount at his own cost. On failure to do so, National Institute of Social Defence (NISD) shall have the right to forfeit the entire bid amount of the bidder. In this case National Institute of Social Defence (NISD) will dispose the items to alternate bidder.

11. The materials will be allowed to be lifted between 11.00 AM and 5.00 PM on working day only from the above office address as per our award letter. No picking, choosing of sorting will be allowed in the premises for the disposal lots.

12. The labour, transport and other arrangements will have to be made by the bidder at their risk, cost and responsibility.

13. Any loss or damage if occurred to the office property during the course of removing the items will be made good at the cost of concerned purchaser.

14. The commercial bid should be quoted both in figures & words. Any overwriting or erasing in the figure shall not be considered for acceptance of the rates offered by tenderer.

15.Prices  stated  in  the  Bid‐Offers  submitted  by  bidder  are  in   accordance  with  Terms  & Conditions in the bidding document inclusive of all taxes.

16. The bid will be awarded to the Party who would quote the highest total price for list of all items attached with the Tender Document and shall not be based on the price quoted for individual items.

17. Settlements of Dispute In any dispute(s) or difference(s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Director, NISD. In the event no amicable resolution or settlement is reached between the parties within 15 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Director, NISD. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent‐lite interest during arbitration proceedings. Settlement through Court It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of any disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration. Jurisdiction of Courts The courts of Delhi will have exclusive jurisdiction to try and entertain suits between the parties under the Contract.

18. National Institute of Social Defence (NISD) Right: The Director, National Institute of Social Defence (NISD) reserves the right to reject any quotations or accept any quotation or part thereof without assigning any reason whatsoever.

19. Notwithstanding the above, Director, National Institute of Social Defence (NISD) shall reserve exclusive discretion to accept or reject any bid offer without assigning any reason. The dispute(s) regarding not awarding of work/contract to any particular party shall not be Arbitrable in terms of Clause “Settlements of Dispute” stated above.

20. The Contractor/ purchaser shall indemnify National Institute of Social Defence (NISD) against all the losses, destruction or damages to any property or injury caused or death of any person caused by the negligent act or omission of the Contractor/ their Employees agent or sub‐contractors.

21. The award of work shall not be assigned, transferred or sub‐delegated to other Contractors except with the written approval of National Institute of Social Defence (NISD).

22. Director, National Institute of Social Defence, New Delhi shall be the In‐charge for the work and his decisions shall be final and binding regarding any matters related to the terms of this tender /contract.

 Signature of Bidder

 Name & Designation:

 Company Seal

 **Annexure ‐ III**

**To,**

 **The Director,**

 **National Institute of Social Defence (NISD)**

 **Plot No G -2 Sector: 10, Dwarka,**

 **New Delhi 110075**

**COMMERCIAL OFFER (IN INDIAN RUPEES) for Surplus, Obsolete and unserviceable store items lying at NISD, Old Building, West Block-I, Wing -7, R.K.Puram New Delhi -110022**

Name & Address of Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (In Capital Letters)

Telephone/Mobile No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Details of EMD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Draft / Pay Order No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sir,

I / We  have  inspected  the  Surplus, Obsolete and unserviceable store items located at Rural Electrification Corporation Ltd., New Delhi and am /are interested to purchase the same on “As Is Where Is Basis”.

I / We agree that in case of variation (+/‐) in quantity as attached with the tender document, the rates offered will be applicable and I / we shall have to accept any such variation of quantity.

 I / We have gone through the terms & conditions given in the tender documents & agree with the same and quote a comprehensive all inclusive commercial offer of Rs…………………………. (in words………………………………………………….) against list of items provided with the Tender Document.

I / We understand that in the event of non‐compliance of terms & conditions of the tender my / our EMD shall be forfeited to National Institute of Social Defence (NISD)

Signature of Bidder

Name & Designation:

Place:

Date:

Company Seal Signature of Bidder with Company Seal

**Annexure-to Commercial Offer**

**FORMAT FOR SUBMISSION OF QUOTATION AGAINST INDIVIDUAL ITEMS**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No** | **Details of Store Items** | **Quoted Unit Rate** | **Total Price**  |
| 1 |  24 Window ACs |  |  |
| 2 | 04 Split Air Conditioners |   |  |
| 3 | Wooden Round Table of different sizes 1. 30 Seater (Salvage )
2. 22 Seater (Salvage )
3. 10 Seater (Salvage )
4. 08 Seater (Salvage )
 |  |  |
| 4 | 10 Wooden Working Station, wooden  |  |  |
| 5 | 02 Wooden Almirah big Size  |  |  |
| 6 | 02 Wall Fan  |  |  |
| 7 | One 100 KVA Soundless D.G. Set/Generator  |  |  |
| 8 | 02 Projector  |  |  |
| 9 | More than 200 Kg. scrap (Raddi)/and other wooden salvage/scrap material |  |  |
| **Gross Total of quoted rate/price of all items from Sl. No. 1-9** |  |

**Gross Quoted price (In words):**

Signature of the Bidder

Name & Designation:

Place:

Date:

Company Seal Signature of Bidder with Company Seal