

## Expression of Interest (EOI) for Auction of Scrap Items in IIT Jodhpur Karwar, Jodhpur

EOI NO. IITJ/SPS/OIE/2021-2022/60

DATE: 10-03-2022

Date of Issue of EOI		10-03-2022
Last date of submission of EOI		31-03-2022 at 3:00 PM
Opening of EOI		31-03-2022 by 4:00 PM



॥ त्वं ज्ञानमयो विद्वानमयोऽसि ॥

Indian Institute of Technology Jodhpur

NH-62, Nagaur Road, Karwar, Jodhpur-342030, Rajasthan (India) Telefax: 0291-2801105 email: [sps@iitj.ac.in](mailto:sps@iitj.ac.in)

## **DISCLAIMER**

The information contained in this Expression of Interest (EOI) or subsequently provided to Vendors, whether in document or verbal or any other form by or on behalf of Indian Institute of Technology Jodhpur (IITJ) by any of its employees or advisors, is provided to Vendors on the terms and conditions set out in this Expression of Interest (EOI) document

The purpose of this Expression of Interest (EOI) document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Expression of Interest (EOI) document. This Expression of Interest (EOI) document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Expression of Interest (EOI) document.

This Expression of Interest (EOI) document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Vendor may require.

The assumptions, assessments, statements and information contained in this Expression of Interest (EOI) document, may not be complete, accurate, adequate or correct. Each Vendor should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Expression of Interest (EOI) document and obtain independent advice from appropriate sources.

Information provided in this document to the Vendor(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Expression of Interest (EOI) document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Expression of Interest (EOI) document and any assessment, assumption, statement or information contained therein or deemed to form part of this Expression of Interest (EOI) document or arising in any way in this Expression of Interest (EOI) Stage.

**Signature of the Vendor**

## INDEX

S. No.	Particulars	Page No.
<b>Section A</b>		
1	Scope	4
2	Eligibility Criteria	4
3	Amendment of Expression of Interest (EOI) Document	4
<b>Section B</b>		
4	Submission of Expression of Interest (EOI)	4
5	Earnest Money Deposit (EMD) undertaking	5
6	Opening of Expression of Interest (EOI)	5
<b>Section C</b>		
7	Security Deposit/Performance Guarantee	6
8	Termination of Contract	7
<b>Section D</b>		
9	General Terms and Conditions	8
10	Penalty Provision	9
11	Dispute Redressal & Applicable Law	9
<b>Annexure - I: Application Form</b>		10
<b>Annexure - II: Applicant Information Sheet</b>		11
<b>Annexure - III : Declaration format regarding blacklisting/debarring</b>		12
<b>Annexure-IV Undertaking for Earnest Money Deposit (EMD)</b>		13
<b>Annexure-V Auction document for disposal of scrap materials</b>		14

## **Section-A**

### **1. Scope:**

Indian Institute of Technology (IIT) Jodhpur, Rajasthan (hereinafter referred to as the "Institute"), an Educational Institute of National Importance, invites sealed Expression of Interest (EOI)(s) for Auction of Scrap for the Fraternity of IIT Jodhpur in Permanent Campus at Karwad (NH-62), Jodhpur as per the Expression of Interest (EOI) document. The Expression of Interest (EOI) document can be downloaded from the Institute website at URL Link: <https://iitj.ac.in/tenders/index.php?id=Services>

### **2. Eligibility Criteria:**

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. The age of Applicant/Vendor should be in between 18 years to 60 years on the last date of submission of Expression of Interest (EOI);
  - ii. 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). An 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;
  - iii. Copy of Registration of the Shop/Agency /Firm issued by the Nagar Nigam/concerned authority of the Rajasthan Shops and Commercial Establishment Act is must wherever applicable; and
  - iv. 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)**

- a) Pre-bid meeting will be held on 21-03-2022 at 11:00 AM at Room no S1, Administrative Building (W), IIT Jodhpur. The prospective Vendor(s) are requested to attend the pre-bid meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this Expression of Interest (EOI) shall be opened for discussion for wider competition

and competitive prices. The Pre-bid queries to be submitted on or before by 19-03-2022 on the above given email id. No queries would be acceptable after the prescribed timeline. The Expression of Interest (EOI) of the bidders should be received as mentioned in the appropriate manner by 31-03-2022 till 3:00 PM;

- b) The interested parties may inspect the premises before submitting the Expression of Interest (EOI) form;
- c) Expression of Interest (EOI)s in the name of the Minors or on behalf of the Minors will be rejected;
- d) In case of Firms /Companies/Institutes etc., the authorized representative can submit the Expression of Interest (EOI) application along with authorization letter;
- e) The Expression of Interest (EOI) form, duly filled in, along with the Demand Draft in original towards the 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;
- f) 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. The Vendors or their authorized representative (only one) may present while opening the sealed covers;
- g) Incomplete filled in Expression of Interest (EOI) forms and unsigned Terms & Conditions will be rejected;
- h) Expression of Interest (EOI) forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensor will summarily be rejected at the time of opening of Expression of Interest (EOI)s;
- i) 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;
- j) Expression of Interest (EOI) can be submitted in Hindi or English; and
- k) 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 Expression of Interest (EOI)s will be opened on at 4:00 PM on 31-03-2022 in Room No. S1, Administrative Building (E), IIT Jodhpur Campus. The Vendor or any of its authorized representative holding authorization letter who wish to be present at the time of opening of Expression of Interest (EOI)s, can attend the 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. 10,000/- (Rupees Ten Thousand only) as Security Deposit in the form of Demand Draft drawn as per the following:

Name of Account holder: Revenue Account IIT Jodhpur

Bank Account No.: 3399101000631

IFSC Code: CNRB0003399

Bank: Canara Bank

Branch: Gharao Branch

- b) The Security Deposit shall not carry any interest;
- c) The Security deposit is liable for forfeiture by IIT Jodhpur 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. IIT Jodhpur 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.) **Validity of EOI:** The contract period validity of the Expression of Interest (EOI) will be initially for one (01) year and extendable up to three years on mutual agreement/consent and satisfactory performance of the vendor. The vendor has to collect the scrap in three months interval or as and when intimated by representative of IIT Jodhpur;
- b.) **Delivery Schedule:** The scrap lot is to be picked up on quarterly basis as and when the readiness is informed by the representative of IIT Jodhpur OIE after acknowledgement of receipt of the Work Order / Acceptance Letter;
- c.) **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;
- d.) **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) 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;
- e.) **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;

- f.) 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;
- g.) If a bid is accepted, Security Deposit should immediately be taken on the spot from the successful bidder either in cash or in the form of Demand Draft/Electronic fund transfer, drawn in favour of the Director IIT Jodhpur. The goods should be handed over to the successful bidder only after receiving the balance payment as in case of sale through tenders;
- h.) **Delivery of Sold material: Delivery has to be taken within 10 (Ten) working days (called free delivery period) from the date of information of readiness of the scrap lot for pick up as and when informed by representative of IIT Jodhpur. 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;**
- i.) **Final Payment:** Full Payment should be made at the time of taking delivery without adjustment of security deposit of the payment in favor through Demand Draft/Electronic fund transfer in following account:  
Name of Account holder: Revenue Account IIT Jodhpur  
Bank Account No.: 3399101000631  
IFSC Code: CNRB0003399  
Bank: Canara Bank  
Branch: Gharao Branch
- j.) **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;
- k.) 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;
- l.) 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;
- m.) 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;
- n.) 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, 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 realising the loading charges, if any, from the purchaser;

- o.) 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; and
- p.) 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.

#### **10. Penalty Provision**

In the opinion of the IIT Jodhpur, if the vendor fails to execute the terms mutually agreed and enter in the agreement/contract between IIT Jodhpur and the vendor to satisfaction of the institute, the Institute has the right to take the following actions;

- a) Imposition of fine for breach of contract by authorized officer of the Institute;
- b) Forfeiture of Security Deposit either partly or fully;
- c) Termination of bid/contract by giving one month's notice;
- d) Termination of contract with the above due notice and also simultaneous forfeiture of security deposit; and
- e) 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 Institute shall be final and binding on the licensee;
- b) The contract shall be governed by the laws and procedures established by Govt. of India, 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 Jodhpur, Rajasthan, 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 Jodhpur. 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.



**Application Form**

For .....

To

The IIT Jodhpur,  
Karwad,  
Jodhpur 342037  
Rajasthan (India)

Dear Sir

This is in reference to Expression of Interest (EOI) Notification No. ...., dated regarding Auction of Scrap items only at IIT Jodhpur located at Karwar Village, Jodhpur. 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 IIT Jodhpur 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: \_\_\_\_\_



**Applicant Information Sheet**

1. Name of the Applicant: \_\_\_\_\_
2. Father's Name of Applicant: \_\_\_\_\_
3. Nature of Current Business: \_\_\_\_\_
4. Age of the Vendor: \_\_\_\_\_
5. Full Address of Applicant: \_\_\_\_\_
6. Pan Card No.: \_\_\_\_\_
7. 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 shop namely \_\_\_\_\_ 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, IIT Jodhpur, and Performance Security shall be forfeited.

In addition to the above Director, IIT Jodhpur 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.....



**AUCTION DOCUMENT FOR DISPOSAL OF SCRAP MATERIALS**

**Scrap Disposal Reference No.:**

**Date:**

**Name and Address of the Party:** .....

.....

S.No.	Items	Quoted Price (Per Kg.)
1.	Cartons	
2.	Old Newspapers	
3.	Magazines	
4.	Books	
5.	Wooden Packing Materials	
6.	Rough Papers	
7.	Thermocol	
8.	Bubble wrap/foam covering	

**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 IIT Jodhpur 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: .....