

**OFFICE OF THE PR. ACCOUNTANT GENERAL(AUDIT), JAMMU & KASHMIR,
SRINAGAR**

Auction Notice

Subject: Auction for the disposal of damaged and obsolete Information Technology related hardware items, etc **“on as is where is basis”**.

Auction for the unserviceable and obsolete Information Technology related hardware items lying as such, in the Office of the Pr. Accountant General (Audit), Jammu and Kashmir, Srinagar will be held on **24th October 2024 at 2:00 PM** in the office premises. All interested and empanelled e-Waste bidders/dealers can inspect the items to be auctioned, during office hours from **2.00 PM to 4.30 PM on 17th and 18th and 21st October 2024**. Items include UPS, UPS Batteries, Laptops and batteries, Desktops, Monitor, Printers, Projectors, Keyboard, power cables, Printer Cartridges etc.

Auction will be conducted in presence of the Auction Committee of this office. The Earnest Money shall be deposited by the bidders **through CDR (only)** to the tune of **Rs.37,625/- before 05.00 PM on 21/10/2024** pledged to the **PAY AND ACCOUNTS OFFICER, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR, SRINAGAR**.

The successful bidder necessarily must deposit **25% of the Final bid** on Spot (in addition to the CDR deposited) and full and final payment within the next 02 working days (i.e. by 29 October 2024). The CDR will be returned to the bidder after depositing the whole bid amount and lifting of all the material auctioned. **The CDR will be returned in original, and it will not count towards the final payment**. The successful bidder will be required to lift all the items from the disposal site within 02 days of deposit of final payment, failing to do so, department shall have right to forfeit the earnest money deposit amount of the bidder.

The successful bidder on his own cost will be required to make his own arrangement of transport, labour, etc. for lifting the auctioned items.

The bidder shall have to pay GST/TAX etc. if any, under prevalent rules in force.

The Auction committee reserves the right to accept/reject the bids without assigning any reason thereof.

Earnest money deposited by the successful bidder will not be refunded unless all the items are lifted by the bidder and the whole amount of bid is deposited.

Detailed Auction Notice and the terms and conditions can be downloaded from the official website of the Office of the Principal Accountant General (Audit), Jammu and Kashmir, Srinagar i.e. **“<https://cag.gov.in/ag/jammu-kashmir/en>”**

No:-ICT/AU/2024-25/AUCTION NOTICE/01 Dated:- 16/10/2024

Sd/- Sr. Dy. Accountant General (Admn),

O/o The Pr. Accountant General (Audit), Jammu & Kashmir Srinagar-190001

ADDITIONAL TERMS AND CONDITIONS

1. Minimum Pre-Qualifying / Eligibility Criteria:

The bidder(s) should fulfill the following minimum Pre-Qualifying / Eligibility Criteria:

Sl No.	Minimum Eligibility Criteria	Supporting documents to be submitted
a.	The bidder shall be registered under Companies Act, 1956 or should have valid Trade License.	Copy of valid Company Registration Certificate/ Certificate of Incorporation /Trade License.
b.	The bidder shall have valid PAN Card and GST Registration certificate.	Copy of PAN Card and Copy of GST registration certificate.
c.	The bidders are required to submit the Bid Security in the form of CDR issued by any Nationalised/ Scheduled Bank.	CDR in Original (Offline Mode)

2. Inspection of the disposable E-Waste items by Forward Auction:

(a) The disposal of obsolete items as e-waste shall be on an **“AS IS WHERE IS”** basis and no guarantee/warranty or certificate of its worthiness of description/quality/quantity will be given by this office.

(b) Bidders may inspect the material and its surroundings and satisfy themselves before submitting their tenders. Booting or opening of desktop/Laptop/printer will not be permitted.

(c) A tenderer shall be deemed to have full knowledge of the site/material whether he/she inspects it or not and no extra charges consequent on misunderstanding or otherwise shall be allowed.

(d) Bidders or his authorized agents, accompanied by authorized personnel from this office, will be allowed to undertake the site visit, as per schedule given in the GeM Portal. However, prior intimation at least two days before and approval of the authority shall be required before conducting such visit.

(e) The Bidder or his authorized representative may inspect the items/materials during Office Hrs between 14:00 Hrs to 16:30 Hrs at the Office of the Principal Accountant General (Audit), Jammu and Kashmir, Srinagar.

3. AUCTION Bid Security/ CDR:

(a) The Bidders are requested to fill the enclosed Annexure A and B and submit the same along with relevant supporting documents and Auction Bid Security (in offline mode) of

Rs. 37,625/- (Rupees Thirty Seven Thousand Six Hundred and Twenty-Five only) in the form of **CDR** (only) in favour of PAY AND ACCOUNTS OFFICER, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), JAMMU AND KASHMIR, SRINAGAR’.

(b) Bid Security shall be forfeited, if the successful bidder unilaterally withdraws, amends, impairs or derogates from his offer in any respect or he is unable to deposit the whole bid amount or the bidder is unable to lift the material auctioned in the time prescribed for the purpose.

(c) Bid security of all the unsuccessful Bidders will be returned after the Work Order is issued to successful Bidder.

(d) The Bid Security of the successful Bidder shall be released after depositing the full bid amount and removal of the items from the premises subject to the satisfaction of this office. If the successful Bidder fails to deposit the quoted amount within the prescribed period, the sale relating to the awarded lot can be cancelled at the discretion of the Seller/Auctioneer and the Bid Security of the H-1 firm will be forfeited in full. The Seller/Auctioneer shall also be entitled to recover any costs and/or incidental/consequential loss suffered by it as a result of such failure to pay the balance sale value by the Bidder. Bid Security of the Bidder(s) who fail to honour the Auction in prescribed time limit shall stand forfeited. No representation in this regard shall be entertained by the Department.

(e) No interest will be paid by this office for not releasing the Bid Security amount within the Auction validity period or at any circumstances.

4. AUCTION Price:

(a) The prices should be quoted in Indian Rupees only.

(b) The price quoted shall be on a fixed price/lump sum basis and shall include all applicable costs, charges, taxes and duties. All other charges, duties and other outgoings, whatsoever of every description shall be paid by the Bidder. No price variation on any account shall be considered.

5. Award of Contract:

(a) The Bidder who offers the highest Bid/ Auction Price will be awarded with the contract.

(b) The Letter of award is required to be acknowledged by the awardee on the duplicate copy, duly stamped and signed by the authorized signatory.

(c) The successful Bidder (H1) shall make payment of Total Sale/Auction Value within 02 working days of this office after award of the Bid/Auction.

6. Minimum Reserve Price (MRP):

This office has evaluated the Minimum Reserve Price (MRP) as Rs. 1,50,500/- (Rupees One Lakh Fifty Thousand and Five Hundred only). Under no circumstances the quoted H-1 price should be less than the MRP and if so, the whole tendering process will be treated as cancelled and no representation in this regard will be entertained.

7. Right to accept any AUCTION, reject any or all AUCTIONS:

The Seller/Auctioneer i.e. this office reserves the rights to accept or reject the highest bid after assigning the reasons and the Contract of any or all the lots may be allotted by the Seller/Auctioneer to one or more than one Bidder as Seller/Auctioneer may deem fit and no claim / complaint in this regard will be entertained by the Seller/Auctioneer”.

9. Sub-Contract:

The tender is non-transferable. Neither the contract nor any right granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder/s, and any such attempt to sell, lease, assignment or otherwise transfer shall be void and of no effect. The Bidder/s shall not permit anyone other than its personnel to perform any of the work, service or other performance required by the vendor under the contract.

10. General Conditions:

(a) Lots of proposed items are sold on "**As is where is**" basis. The disposal of E-Waste of various make, model and types is strictly on the understanding that Bidder had inspected the items. No complaint/claim will be entertained in this regard.

(b) The material/items shall remain, in every aspect, at the risk of the buyer from the time of acceptance of his offer. This office will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. No complaint regarding the quality or description of the materials sold will be entertained once the E-AUCTION has been accepted.

(c) Materials sold but not removed within the specified date will become the property of this office and this office has the right to dispose of such goods in any manner as this office deems fit without any notice.

(d) All forms/documents required as per e-waste policy/guidelines will be submitted by the Bidder. g. No damage shall be caused to the existing property of this office or any other offices in the premises while removing the materials from the site. Any loss/damage

to the property of this office or any other offices in the premises or injury or personal accident suffered by any person due to negligence or action of the successful Bidder or his authorized worker/ supervisor will be borne by successful Bidder, and they will be indemnified.

11. Job execution process:

(a) Items will be allowed to be lifted from the site only after confirmation of receipt of payment amount in full. The lifting of materials will be done by the contractor on any working day as specified between 11:00 hrs. to 15:00 hrs.

(b) The Bid Security of the successful Bidder will only be released after submission of quoted amount in the prescribed form by the successful Bidder. If the successful Bidder fails to deposit the quoted amount within the stipulated date, the Bid Security of the successful bidder will be forfeited.

(c) The contractor will be required to bring their own vehicle for lifting the materials and will employ their own labour, bags and other items as required for packing and lifting of the materials. No assistance will be rendered in this regard by the Department.

(d) The lifting of obsolete materials shall be undertaken only under the supervision of an officer nominated for the purpose by the Office.

(e) The lifting of the obsolete materials will be allowed from the designated places only and after issuance of necessary security/gate pass. g. The contractor will leave the storage place of the material quite clear.

(f) The contractor shall comply with all safety measures and indemnify this office against any liability for compensation due to injury to his own labour/person (s) or to other persons inside the office premises while taking out the material under the contract and for any losses or damages to the building/structure/property of this office due to any fault or negligence or wilful acts, omission, or any other reasons whatsoever.

12. Execution of order:

(a) No items, once disposed to the successful Bidder, shall be taken back, on any condition whatsoever.

(b) Successful Bidder/re-cycler shall be required to submit one certificate in their official letter head/pad certifying that the items (e-waste) have been recycled/processed as per existing Govt. policies/procedures applicable to such products/items within 45 days of lifting of the material auctioned.

13. Sale of hazardous waste items would be governed by the following procedures in addition to guidelines / notifications issued by the Central Pollution Control Board (CPCB)/ Ministry of Environment and Forests (MoEF) from time to time:

(a) Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 or as amended from time to time.

(b) Sale of other categories of hazardous waste items will be governed by the Hazardous and Other Wastes (Management and Trans-boundary Movement) Rules, 2016 or as amended from time to time.

(c) The sale of e-waste shall be governed by E-Waste (Management) Rules, 2022 or as amended from time to time.

14. Additional Terms & Conditions

(a) Any dispute/differences arising shall be settled through arbitration. The seller (this office) and the purchaser (Bidding firm) shall first try to resolve the differences/disputes amicably by mutual consultation.

(b) Date of Auction may be changed with prior notice to the bidders or with an advertisement/ notice on the website of this office if found necessary by competent authority.

(c) This office reserves the right to cancel the auction any time if found necessary by competent authority.

Senior Audit Officer/ICT

Annexure – ‘A’

Mandatory Information (Technical Bid)

Sl. No.	Description	Information/declaration	
1.	Name of the Applicant/Firm		
2.	Nationality		
3.	Address (Enclose Electricity Bill/Landline Bill or any other authenticate copy of address proof)	Regd. Office Address	
		Head Office Address	
4.	Telephone numbers	Landline/ Mobile No.	
		Fax No.	
		E-mail ID	
5.	Other details (bidders must enclose copy of the relevant documents)	PAN Details	
		Registration No.	
6.	Constitution of firm	Individual	
		Sole Proprietorship Concern	
		Partnership Firm	
		Public Ltd. Company	
		Private Ltd. Company/Public Sector Enterprises	
	Others		
7.	Proof of submission of Bid Security	Yes/No	
8.	CDR (Bid Security) details	Amount (in ₹)	
		CDR No.	
		Date of issue	
		Name of bank	
9.	Declaration with respect to recycling/re-use/re- sale of computer peripherals including ink/toner cartridges etc. as per E-Waste (Management) Rules- 2016 or other stipulations by the Gol/concerned authority or as amended from time to time	Yes/No	
10.	Copies of Original Registration Certificates:	a. Incorporation Certificate/Registration of the Company or Firm	Yes/No

		b. GST Registration Certificate	Yes/No	
		c. PAN Card Number/Income Tax Number	Yes/No	

(Signature of the Bidder with company seal)

Annexure - 'B'

Tender Acceptance Letter

(To be submitted on Company Letter Head)

To

The Sr. Deputy Accountant General (Administration),
Office of Principal Accountant General (Audit),
M. Y. Rather Avenue Road,
Jammu and Kashmir, Srinagar.

Sub: Tender for disposal of unserviceable/obsolete e-waste items.

Sir/Madam,

1. I/We have downloaded/obtained the tender document (s) for the above mentioned Tender/work from the GeM/website as per your advertisement.
2. I/We hereby certify that I/we have read the entire terms and conditions of the e- tender documents (including all documents like annexure(s), etc.) which form part of the contract agreement, and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. I/ We hereby unconditionally accept the conditions of above-mentioned tender document(s) /corrigendum (s) in its totality/entirely.
4. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the E-Auction or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
5. I/We assure that I/We will NOT be outsourcing any work specified in the tender document, to any other firm.

Yours faithfully

(Signature of the Bidder with company seal)