



**India Trade Promotion Organization  
Stores Division  
New Building, Near Hall No.-12&12(A),  
Near Gate No.10, Pragati Maidan,  
New Delhi – 110001**

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**E-AUCTION NOTICE**

**E-AUCTION NOTICE NUMBER: 244-ITPO(3)/ST/2019-21-22 Vol-II**

**E-AUCTION NOTICE *FOR* DISPOSAL OF 03 SCRAP VEHICLES.**

## **E-AUCTION NOTICE**

No. 244-ITPO (3)/ST/2019-21-22

Dated: 11/10/2022

**Sub:** Auction Document for disposal of scrap vehicles

India Trade Promotion Organization (ITPO), a Govt. of India Enterprise, invites online bids through single bid system from interested, experienced parties/firms without any guarantee, measurement, weight and number by way of **“As is where is and what ever there is basis”**. Manual bids shall not be accepted

### **DOCUMENT CONTROL SHEET/ CRITICAL DATA SHEET**

1. Tender Enquiry No.: 244-ITPO (3)/ST/2019-21-22
2. Name & Address of Organization:  
INDIA TRADE PROMOTION ORGANISATION  
PRAGATI BHAWAN, PRAGATI MAIDAN, NEW DELHI-110001
3. Date of uploading of e-Auction notice in ITPO website and CPPP: 11/10/2022
4. Last date and time for submission of e-Auction Notice: 19/10/2022 at 2.30 p.m.
5. Date & Time of opening of e-auction notice: 20/10/2022 at 2.30 p.m.
6. Inspection starting date: 12/10/2022
7. Inspection closing date: 18/10/2022
8. Inspection timing on all working days: All working hours i.e. 10.30 a.m to 5.30 p.m.
9. Venue of Opening of e-auction: ITPO, Pragati Maidan, New Delhi-110001
10. Place of Receiving Bids: Room No.-129, Stores Division, Near Hall No.-12 &12A,  
India Trade Promotion Organisation, Pragati Maidan, New Delhi-110001
11. Address for Official Communication:  
Manager (Stores), India Trade Promotion Organisation (ITPO),  
Stores Division, Near Hall No. – 12 &12 (A),  
Near Gate No.-10, Pragati Maidan, New Delhi-110001
12. E.M.D: Rs.2500/-.
13. Caution Money: (25% of bid price quoted in bid form)
14. Tender Cost: Rs.500+18%GST =Rs. 590/-(Rupees five hundred ninety only).
15. Contact Number: 011-23378645
16. Validity of Tender: Three months from the date of opening of e-bid.
17. ITPO's GST Number: **07AAAT12955C1ZX**
18. ITPO's PAN Number: **AAAT12955C**

**MANAGER (STORES)**

**Place:** New Delhi

**Date:** .....11/10/2022

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### Submission of on-line bid:

1. Tenderers are advised to follow the instruction provided in the “Instructions to the Contractor/Tenderers” for the submission of the e-bid through the Central Public Procurement Portal at <http://eprocure.gov.in/eprocure/app>. Bids should be submitted only through on line mode at CPPP website, i.e. <http://eprocure.gov.in/eprocure/app>.
2. Bid documents may scan with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. The tender shall be submitted through online in a single bid system. All the pages of bid submitted must be signed and stamped, and sequentially numbered by the bidder irrespective of nature of contents of the document before uploading. The offers submitted through Telegram/Fax/E-mail shall not be considered. No correspondence will be entertained in this matter. ITPO reserves the right to verify the original document, as and when required.
4. The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. Make self-attested photocopies of Tender Cost, EMD and “Caution Money-- “25% of bid price quoted in Bid form” in a single/double paper and upload the same in CPP portal.
5. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance father and his son(s) or other close relations, who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) will be allowed to bid for the same contract as separate competitors. A breach of this condition shall render the tenders of both parties liable for rejection.
6. Tenderers who have downloaded the tender form from the ITPO’s Web Site ([www.indiatradefair.com](http://www.indiatradefair.com)) and Central Public Procurement Portal (CPPP) website (<https://eprocure.gov.in/eprocure/app>) shall not modify the tender form including downloaded price bid template, in any manner. In case, if the same is found to be tampered/modified in any manner, tender shall be completely rejected and “Caution Money” shall be forfeited and tender is liable to be banned from doing business in future with ITPO.
7. Intending bidders are advised to visit ITPO website i.e. [www.indiatradefair.com](http://www.indiatradefair.com), and CPPP website <https://eprocure.gov.in/eprocure/app> at least three hours prior to closing date & time of submission of tender for any corrigendum/addendum/amendment/errata etc. as per the schedule as given in document control sheet/critical data sheet.
8. Bidders are required to enroll on the e-procurement module of Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**On line bidder enrollment**” on the CPP Portal, which is free of charge.
9. Employees of ITPO and their family members are not eligible to participate in the e-auction bid process.

10. Should the purchaser happen to be relative of any employee of the ITPO or any member of Auction Committee, he/she shall inform the Organization of the said fact while submitting his/her tender, failing which his/her contract shall be rescinded, if and when the fact consequently comes to light and he/she will not be entitled to claim for any loss or damages resulting from such rescission.

**I. Eligibility Criteria:** Bidders must fulfill following eligibility criteria and upload the self-attested and scanned documents/enclosures mentioned herewith while submitting their online bid through CPPP before due date and time, as under:

1. Must not be blacklisted by any PSU/Autonomous Bodies/Department of any Central /State Government. An undertaking regarding non-black-listing of the bidder by any Government Organisation must be furnished by the bidder in the tender document in the format given in **Annexure-III**. Bids without such undertaking will not be considered. (Annexure-III)
2. **Submission of un-conditional Undertaking:** The bidder shall submit an undertaking(**Annexure-IV**) along with on-line bid application.
3. **Tender Cost, EMD and Caution Money**—“Caution Money”—“25% of bid price to be quoted in the Bid form” as well as Tender Cost- Rs. 590/- (Rupees five hundred ninety only) and EMD of Rs.2500/- shall be furnished in the form of Demand Draft/Bankers Cheque, drawn on any Scheduled Commercial Bank in favour of "India Trade Promotion Organization" payable at New Delhi." before due date and time.
4. The bidder shall ensure that each page of the whole auction tender documents and all other enclosures so asked to it are signed and stamped by the authorized person, as a token of having read and understood the terms and conditions contained therein. The entire tender document with duly signed and stamped must be uploaded in CPP Portal along with bid application. Provided, The bids will be accepted of only those firms who will mandatorily fill up all the columns of **Annexure-I, II, V**.
5. The bidder should be registered under GST Authority. Copy of GST certificate may be attached with e-bid application.
6. To attach self-attested PAN Certificate, Address Proof of Proprietor/Bidder (like, Voter-Id Card/Aadhar Card/Driving License/ Passport) and Colour Photograph of Bidder/ Proprietor.
7. The applicant bidder should have at least two years experience in the field of lifting of auction items/materials(obsolete/unserviceable/unused stores) from any State/UTs/Central Government offices/departments, for which a documentary proof should be attached with on line bid application.

**Note:** Requisite documentary evidence duly attested by the bidder party/firm with its official stamp in support of abovementioned criteria under “Eligibility Criteria” ( 1 to 7) are required to be submitted with on line bid application. Proposals without the requisite documentary evidences shall not be considered for evaluation.

## II. General Terms and conditions:

1. ITPO is the Owner/Seller/Principle, will be hereinafter referred to as **PRINCIPAL**.
2. **Cost of bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no events or circumstances be held responsible or liable for these costs, regardless of the conductor outcome of the bidding process.
3. **Opening of Bids:**  
E-bids will be opened by the Committee. The bidder himself or his authorized representative can attend the e-tender opening event. The representative attending the opening of the e-tender on behalf of the bidder should bring with him/her a letter of authority from the bidder and a proof of identification at the time of opening of bid. Only one person/representative from each bidder would be allowed to attend the bid opening event.
4. **Period of Validity of Bid:** (i) The bid shall remain valid for 90 days after the date & time of e-bid opening. If any bidder withdraws his/her tender before the said period, ITPO shall, without prejudice to any other right or remedy, be at liberty to forfeit the Caution Money. Bids with lesser Validity Period will be summarily rejected.  
ii) Bidders cannot withdraw/amend their offer once it is submitted to ITPO, Pragati Maidan, New Delhi-110001.  
iii) ITPO reserves the right to accept/reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. The decision of ITPO, will be final and binding on the bidder(s). Bidders are not entitled to claim any damage or compensation in case of such cancellation.

### 5. Tender Cost, EMD and Caution Money:

- a) The original Demand Draft/Banker Cheque /any type of transaction through NEFT/RTGS Cost of Tender, Document, EMD & Caution Money – “25% of bid price quoted in bid form”, along with a firm’s own covering letter must be placed in the sealed envelope-super-scribed with “e-auction for Disposal of scrap vehicles”, with reference no.**244-ITPO(3)ST/2019-2021-22 dated 11/10/2022**, addressed to Manager (Stores), Stores Division, ITPO, Pragati Maidan, New Delhi-110001, shall mandatorily be deposited on or before stipulated date and time by yourself or your representative in tender box, kept in Stores Division, Room No.-129, Near Hall No.-12 &12 A, Pragati Maidan, New Delhi-110001. In case, the hard copies of said bank instruments like, Tender Cost and Caution Money are sent through courier or speed post/ by person, must reach the aforementioned address sufficiently in advance of the closing date and time of tender, otherwise the same will not be considered.

#### b) Bank details for Tender Cost and Caution Money through NEFT/RTGS:

Sl. No.	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)
01.	Name of the Bank	Central Bank of India
02.	Branch Address	Pragati Maidan, New Delhi-110001
03.	Account No.	1167404133
04.	Type of Account	Saving
05.	RTGs Code	CBIN 0284078
06.	MICR Code	110016150
07.	PAN No.	AAATI2955C
08.	ITPO's GST No.	07AAATI2955C1ZX

- c) The bidder should note that self-attested & scanned relevant photocopies asked for along with copies of Tender Cost, EMD and Caution Money- “25 % of bid price quoted in bid form” are to be submitted through on-line only. Instead of submitting the bid application

along with desired documents through CPP Portal, although the bidder submits the hard copies of desired documents, bid application will summarily be rejected.

- d) Offer in the form of Cheque or Cash or any lesser amount shall not be accepted towards Tender Cost, EMD and "Caution Money-25% of bid price quoted in bid form" under any circumstances and in such a case, bid application will not be considered and is liable to be rejected. Without Caution Money, no auction bid will be considered and the bid will be rejected summarily. Under no circumstances, any type of proper documentary evidence for claiming relaxation of Caution Money will not be considered.
- e) The Caution Money of the Unsuccessful Bidders, without bearing any interest, shall be returned after the finalization of the contract. Here Caution Money does not treat as any type of Earnest Money Deposit or tender cost.
- f) The Tender Cost is non-refundable and non-transferable.
- g) **Forfeiture of Caution Money:** If a bidder rescinds or withdraws or abrogates its offer during the validity period or in case of a successful bidder fails to comply with the terms and conditions of the bid document so that the Caution Money shall be forfeited. Decision of ITPO shall be final and binding in this regard.

### III. GENERAL INSTRUCTIONS TO BIDDERS:

1. All the tenders shall be prepared as per the prescribed format and submitted on-line in accordance with instructions mentioned in the bid document. All columns of the bid form should be filled properly. Leaving blank column(s) in the bid forms will lead to rejection of application.
2. **Inspection:** Scrap Vehicles shall often be kept open for inspection. The interested tenderers accompanied by Stores Officials/Officers may inspect only the condemned vehicles between 10.30 am to 5.30 pm. on all working days till 18/10/2022 upto 12.00 Noon. except on Saturday, Sunday and Public Holidays. Only one person from each firm will be permitted for inspection of the items. The person inspecting these auctioned scrap vehicles should record his firm's name, the name and the designation of bidder in the Inspection Register. The Tenderer(s) will be permitted to inspect these scrap vehicles only once and they will not be entertained for a second/subsequent time. Even they shall not be allowed to take any photograph of these scrap items. No request for samples or inspection after submission of tender will be accepted. The point of contact for visit or for any inquiry would be Central Warehouse, Stores Division, ITPO, Near Gate No.-01, Pragati Maidan, New Delhi-110001.

Provided, the participating bidder is earnestly requested while coming to inspect the scrap items, the face mask is necessary to wear as per Gol guidelines and bring with hand sanitizer and also maintain social distance with ITPO's official during inspection.

### 3. EVALUATION CRITERIA:

#### (i) Evaluation of Bids:

The evaluation of bid will be done by a Condemnation Committee (CC) constituted for this purpose. The tender will be awarded to the firm who quote the highest rate and also fulfills the other terms and conditions/eligibility criteria of auction notice. The highest responsive acceptant bidder will be decided on the basis of total bid price value quoted against the sale of entire lot (herein called scrap vehicles) in **Annexure-VI** only.

**(ii) Result/Status of E- Auction:**

Immediately after successful closing of E-Auction, an intimation will be issued by e-mail to the Highest Bidder advising him to contact for further course of action with ITPO. Also Price quoted in each Bid Form (on-line) will automatically be visible among participating bidders prospectively.

**4. Process:**

- i) No bidder shall contact the ITPO on any matter relating to his/her bid from the time of the bid opening to the time of the issue of work order. All bidders are strongly advised to furnish all proper & correct information in the bid itself.
- ii) Submission of wrong or fraudulent information may lead to disqualification of bidder and rejection of the bid.
- iii) Any effort by a Bidder to influence the Organisation in its decisions and bid evaluation, bid comparison or work order decision will result in rejection of the bid.
- iv) The right of final acceptance of the tender is entirely vested with ITPO, who reserves the right to accept or reject any or all of the tenders in full or in parts thereof without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with unsuccessful bidders. After acceptance of highest tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price. Tenders with incomplete and hypothetical information will be liable for rejection.
- v) Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.
- vi) **Late Bids:** Tenders will not be accepted after the time and date fixed for the receipt of tenders as set out in the **Document Control Sheet/ Critical Data Sheet** of Tender Notice or subsequent extensions, if any.
- vii) ITPO shall have the right to withdraw/cancel or 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 officially withdrawn/cancelled, then the Caution Money will be refunded without interest.

**5. How to quote the offer:**

- i. The offer rate quoted shall be final, binding and complete. Any over-writing of price quoted will render the bid to be invalid.
- ii. The offer price/bid price is purely excluding applicable GST, since the applicable GST is to be borne by the successful highest responsible bidder itself.
- iii. The bid price should be quoted only in Indian Rupees in the prescribed tender form as per **Annexure-I** Bidder should quote their offer for purchase of entire scrap/condemned items (which is called lump sum quantity (one lot) in the present case) and the quoted price should be in both words and figures. In case any difference in quoted prices is found in figures/ in words, the rate quoted in words will only be taken into account. Rates quoted in any other form will be rejected.
- iv. Partial rate or individual rate or conditional rates or nil charges or considerations will not be considered for acceptance.

- v. Partial rate or individual rate or conditional rates or nil charges will not be considered for acceptance.
  - vi. The scrap vehicle/condemned items shall be sold to the highest responsive bidder acceptance only, who will quote the price as a whole, against the entire lot/lump sum quantity, but not on selective basis.
  - vii. The offer rates shall be valid for a period of 90 days for acceptance from the date and time of opening of tenders.
6. **Provision of GST:** Applicable GST will appropriately be charged over and above the quoted price in bid form, in accordance with latest Govt. of India GST Rules/Acts in force. The selected bidder will pay applicable GST at the time of taking out scrap items from the premises of Pragati Maidan.
7. **Quality & Quantity:-**
- a) The scrap vehicles is offered purely on **“As is where is and whatever there is basis”** and pick and choose method of bidding is strictly prohibited. Also no picking, choosing or sorting will be allowed in the premises for disposal of auctioned goods.
  - b) The scrap vehicles are sold on **LOT/LUMP SUM** basis and not on selective basis.
  - c) ITPO deserves its right to sell scraped vehicles, if required, to Highest Successful Bidders after following due procedures.
  - d) Mis-description on or error in quantity will not be invalidate a sale. The description of auctioned goods shown in this tender notice is indicative in nature and may vary.
  - e) ITPO does not give any warrantee or guarantee for the quality & material, nature, condition, weight, of the entire lot or about the end use or fitness for a particular purpose.
  - f) The items shall be sold to the highest responsive acceptance bidder by way of “as is where is and whatever there is basis”. These categories of scrap vehicles, which need to be auctioned, are given in **Annexure-“VI”**.

#### 8. **Schedule of Payment:**

- i. The Successful Highest Bidder must arrange to deposit the full and final balance amount after adjusting Caution Money in the form of Demand Draft in favour of “India Trade Promotion Organization”, payable at New Delhi within three working days from date of placing Sale Release Order/Award of Contract. Thereafter, ITPO will confirm sale of the proposed scrap vehicle favour of highest bidder (H-1) party.
- ii. After the acceptance of Highest Successful bid by the Competent Authority in ITPO, if the successful bidder fails to honour the bid or is unable to deposit the balance sale price within stipulated time period, the offer will be cancelled and “Caution Money” shall stand forfeited. No further correspondence will be entertained in this regards. The agency will be barred from participating in any future auction tender of ITPO.

#### 9. **Lifting & Collection:**

- i) Lifting/Removal of all scraps items on “As is where and clean sweep basis” shall be at the total and complete risk and responsibility of highest Purchaser (H-1 Party) only.



- ii) The purchaser shall follow the procedure of ITPO with regard to entry of vehicle, procedures for issuance of materials in existence at the time of taking delivery. Cost of segregation/cutting/ bundling/loading/unloading/ transportation etc. of scrap vehicle are to be borne by the purchaser itself.
- iii) The ITPO reserves the right to accept or reject highest tender without assigning any reason and may sell the auctioned materials 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.
- iv) The purchaser's representatives, workers, lorry drivers and others will have to strictly observe the working hours and regulations regarding the discipline, safety & security while they are inside the premises of this Office. Any violation of the regulation regarding discipline, safety and security will lead to forfeiture of Caution Money, termination of the contract by the ITPO at its discretion. Smoking and Drinking of Alcohol is prohibited in the premises of Pragati Maidan, ITPO.
- v) The individual proprietor/firm shall be responsible for proper entry of workman at the entry gate of Pragati Maidan and should, if asked, get register them in entry register kept with the security personnel appointed by ITPO. Gate entry passes will be issued from Stores Division, ITPO to Successful Highest Bidder for the purpose of removing the auctioned items during stipulated lifting period.
- vi) 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 ITPO will have full rights to forfeit the Caution Money and cancel the contract besides initiating action as per legal provisions and blacklisting such firms.
- vii) The purchaser(s) will be allowed to take delivery of scraps during office hours. Permission to take out the disposed materials from premises of Pragati Maidan will not be allowed on Govt. Holidays/Saturday/Sunday.
- ix) Auctioned materials should be removed/lifted by the highest acceptance responsive bidder (H-1 Party) on "As is where and clean sweep basis" within ten working days on receipt of final sale release order after depositing the full and final amount to ITPO. In case, the material is not removed within the prescribed time the "Caution Money" shall be forfeited and any loss whatsoever occurring due to this, will also be recovered from the bidder.
- x) Goods/Material will be removed under the supervision of designated Store Officer(s) of this office. Materials will have to be removed within the time stipulated in acceptance letter. No extension of time will be given under ordinary circumstances. However, extension of time may be granted, provided convincing and satisfactory reasons for such delay is given in writing by the successful bidder. Further delay, beyond the stipulated time may entail cancellation of the award/order.

- xi) Failure on the part of bidder/purchaser to do so, this Organization shall have the right to forfeit the entire amount of the highest bidder (H-1 Party) and dispose these items to next higher bidder (H-2 Party) after following certain due procedures.
- xii) In case the purchaser/bidder intends to take delivery of auctioned material through his representative, he should give the Letter of Authority, duly counter-signed by himself/herself, on his letterhead.
- xiii) In the event of infringement of any terms and condition by the purchaser/bidder, the ITPO at its discretion, may forfeit the EMD and Caution Money made by the purchaser/bidder.
- xiv) ITPO shall not be responsible for any injury or death of any worker at site due to accident or malfunctioning of the equipment or by negligence of staff during the course of shifting of condemned items from Pragati Maidan.
- xv) No payment will be made to the bidder for damage caused by rains or other natural calamities during execution of the work and no such claim reduction in bid amount on this account will be entertained.
- xvi) No man power shall be engaged below 18 years of age.
- xvii) It will be the responsibility of the appointed firm to meet transportation, food, medical and any other requirements in respect of the persons deployed by it. The tools and tackles, if necessary, will be arranged by the firm itself.
- xviii) No damage should be caused to the existing property of ITPO, or any other camp offices situated in these premises, roads, drains etc., while removing the auctioned material from the site.
- xix) The delivery of the sold scrap vehicle will be arranged only after the successful bidder submits original documentary evidence in support of residential proof Voter Identity Card/Aadhar Card/Pan Card etc. in case of individual and registration certificate etc. in case of firms and ID proofs as may be required by ITPO.
- xx) The address given in the bid profile shall be deemed to be the bidder's address and correspondence sent on that address shall be considered to have been delivered to the bidder. No claim will be entertained from the reason forfeiture of the sum deposited in case the correspondence is returned back undelivered.
- xxi) The successful highest bidder shall not be provided with any manpower or any equipment or expenditure etc. by owner (ITPO) for dismantling/loading/unloading etc. No claim shall be entertained by ITPO for shortage / inconvenient / condition of any items, if any.
- xxii) Auctioned materials once sold out to the successful bidder shall not be taken back by this Organization on any condition whatsoever.

#### **10. Default in Delivery:**

ITPO 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 1% of the highest bid amount, which will be collected extra for each day.

#### **11. Subletting:**

Assignment of contract and/or subletting of this contract either in whole or in part are strictly prohibited. The ITPO may at his discretion terminate the contract and forfeit the "Caution Money" 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.

#### **12. ARBITRATION/JURISDICTION:**

In case of any dispute, both the parties shall make all efforts to resolve the same by way of conciliation process. In the event of any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The Provision of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

#### **13. JURISDICTION:**

All disputes arising out of and in relation to the Contract between the parties herein shall be governed by Indian Laws, subject to the jurisdiction of the Courts of Delhi only.

#### **14. Force Majeure**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (any the time frame within which the service may be resumed) or not,

shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the

Contract/tender document/agreement.

### **15.Indemnity**

Agency/Firm shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses. Damages, expenses, costs and third party claims whatsoever-whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Agency/Firm, its sub-contractors, sub-agents, employees etc, of any of its obligations under the Contractor/Tender document/Agreement.

### **16.Confidentiality**

Agency/Firm shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Firm/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

### **17.Intellectual Property Rights**

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and or nay claims(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

Compliance with Laws:- It shall be sole responsibility of the contractor to comply with/observe all applicable laws, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body and also obtain/hold licenses/permission/cleanness required or the purpose of operating of parking lot.

### **DISCLAIMER**

a) The information contained in the Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested

parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Bid document and obtain independent advice from appropriate sources.

c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restriction 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 Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid any assessment, assumption or information contained therein or deemed to form part of this Bid document.

d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimate to all Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.

e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.

f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

## Annexure-I

### **BID FORM** **(To be submitted in Firm's letter head)**

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Tender No.- 244-ITPO (3)/ST/2019-21-22

dated: 11/10/2022

Sr. No	Description of Facts	Documents to be enclosed/ Information to be shared
1	Name of Firm/Agency	
2	Name of the Authorized Person, who may sign on the tender documents	
3	Full Communication (Postal) address of the Agency/Firm	
4	Telephone Number	
5	Mobile Number	
6	E-mail id:	
7	<b>Legal Status: (compulsory)</b> Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc. (attach Certificate of Registration)	
8	Residential Address proof of Bidder (Self-attested scanned copy of Voter Id Card/Aadhar Card/Driving License/Pass Port) is to be attached and uploaded in CPPP.	Attached or Not
9	Permanent Account Number (PAN) (Self- attested scanned certificate is to be attached & uploaded in CPPP)	Attached or Not
10	GST Number (Self- attested scanned certificate is to be attached & uploaded in CPPP)	Attached or Not
11	Recent passport colour photo of proprietor/bidder (To be uploaded in CPPP)	Attached or Not
12	Accepted terms and conditions of the said e-auction notice	Yes/No
13	Two years relevant experience certificate (Supporting documents to be attached)	Yes/No

14	Details of Tender Cost (Hard copy of Demand Draft/Transaction copy is to be submitted before due date and time to this office.	Draft No.
		Date:
		Issuing Bank:
		Branch:
		Amount:
15	Details of EMD ( Hard copy of EMD Draft/Transaction copy is to be submitted before due date and time to this office.	Draft No.
		Date:
		Issuing Bank:
		Branch
		Amount
16	Details of "25% of quoted bid amount in Bid Form" (called Caution Money)  (Hard copy of Demand Draft/ Bank Transaction Copy is to be submitted before due date and time to this office.	Draft No.
		Date:
		Issuing Bank:
		Branch
		Amount:
17	Total price quoted for entire auctioned scrap vehicle (called whole lump sum quantity/One whole Lot)	Amount in Word
		Amount in Figure:

**I certify that:**

1. I / We have very carefully read the terms and conditions of the offer, particularly regarding, caution money 25% of quoted price bid amount, EMD cost of tender document, and agree to abide by these in letter and spirit. The decision of ITPO on any dispute arising out of the offer shall be binding on me/us.
2. I / We agree to the forfeiture of Caution Money and EMD, if I /We fail to comply with all or any of the terms & conditions in whole or in part as laid down in this auction notice which would constitute and have force of a contract between me / us and this office, If I /WE are declared a successful bidder.
3. I /WE hereby undertake that auctioned items will be used for bonafide/lawful purpose only.
4. I/We have inspected of the obsolete items and am/are interested to purchase the same on "As is where is and whatever there is basis". I/We submit my/our highest quotation for the entire

auctioned items offered for sale by ITPO, Pragati-Maidan New Delhi.

(Address should be complete and supported with the proof (self-attested copies of Voter Identity Card/Passport, Driving License). The bidder should always be available for receiving communications at the given address)

Date:

Place:

(Signature of Bidder Name of Bidder)

Name of the firm/agency

Seal of Bidder



## Annexure-II

Tender Acceptance Letter  
(To be given on Firm's Letter Head)  
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To,

The Manager,  
Stores Division  
India Trade Promotion Organisation  
Near Hall No.12 & 12A  
Near Gate No.10, Pragati Maidan,  
New Delhi-110001.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.244-ITPO (3)/ST/2019-21-22

Dated : 11/10/2022

Name of Tender/Work:- Disposal of 03 nos of scrap vehicles.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the website namely: [www. http://eprocure.gov.in/eprocure/app/indiatradefair.com/](http://eprocure.gov.in/eprocure/app/indiatradefair.com/) as per your notification, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page No. 01 to 19 (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and that I/We shall abide by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We do hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. I/We do hereby declare that our Firm has not been blacklisted /debarred by any Govt. Department/Public Sector Undertaking, etc.
6. 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/organisation shall be entitled, without giving any notice or reason therefore, to summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Place:

Date:

**UNDERTAKING**

**(To be submitted in Firm's letterhead)**

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It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Signature of the Tenderer \_\_\_\_\_

Place:

Name of the Signatory \_\_\_\_\_

Date: \_\_ \_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

**UNDERTAKING**  
**(To be submitted in Firm's letter)**

Tender No. 244-ITPO (3)/ST/2019-21-22

Dated: 11/10/2022

- 1) We have read and acquainted ourselves with the terms and conditions of sale. We unconditionally agree to the terms & conditions, and have submitted this offer accordingly.
- 2) In the absence of formal contract, this bid together with your written acceptance thereof in your notification of the award of the tender shall constitute a binding agreement between us.
- 3) Tender documents duly signed and stamped in each page as token of acceptance is endorsed.

Dated:

Place:

Signature of Authorized Signatory with Stamp  
(Name of the Person)

**MANDATE FORM**

1. Name of the beneficiary (party) as per the bank account (where applicable) :
2. Address with pin code :
3. Name of Bank along with Address and contact number :
4. Beneficiary's latest Bank Account Number :
5. Type of Account-whether Saving or Current A/c or cash credit :
6. Whether the branch is RTGS/NEFT enable? :
7. Is the branch also NEFT enable? :
8. IFCS/RTGS/code of bank :
9. MICR code of the bank (mandatory) :
10. PAN NO. :
11. GST Number :

Signature of the Tenderer :\_\_\_\_\_

Place: Name of the Signatory \_\_\_\_\_

Date: Seal of the Firm/Agency :\_\_\_\_\_

**Annexure-VI**

**Details of 03 nos scrap vehicles in Pragati Maidan as per details given below:**

The following scrap vehicles to be auctioned by way of “**As is where and whatever there is Basis**”, as under:

S.No.	Vehicle No.	Type of vehicle	Make
1.	DL-2CQ-7173	Maruti Desizre	2011
2.	-	Golf Cart - 6 Seater	2008
3.	-	Golf Cart – 8 Seater	2008

***The End***