

TENDER DOCUMENT

ANNEXURE-A

SUB : Disposal of 22 Nos of Vehicles (14 Motorcycle, & 8 Scooty) “As is where is and no complaint” basis.

The e-Tender (Through GeM Forward Bidding) in two bid systems are invited from prospective buyers and individuals for disposal of used Vehicles (14 Motorcycle Hero Glamour & 8 Scooty) as per annexure-1 on “**As-Is-Where-Is & no Complaint Basis**” against advance payment. The terms and conditions of the tender are given below:-

Under Public Procurement Policy (PPP) issued by Ministry of Micro, small & Medium Enterprises, Government of India for Micro & Small Enterprises (MSEs), a minimum 25% share out of the total procurement of goods and services by Central Ministries/ Departments /Public Sector Undertakings are to be made from MSEs. Further out of 25% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Cast (SC)/Scheduled Tribes (ST) entrepreneurs and an additional 3% reservation for the Women owned MSEs within the above 25% reservation. Preference will be given to MSEs as per guidelines prescribed under MSMEs Act, 2006.

Bidders will have to necessarily bid for all 22 vehicles. Bid having any deviation in number of vehicle quoted shall be summarily rejected.

- 1) Eligibility conditions & documents required :
 - i) Copy of proof of address viz Adhar Card / Voter ID Card, ration card / passport or any other authenticated document of the bidder.
 - ii) Copy of PAN Number.
 - iii) Copy of GST Number in case of firm.
 - iv) Proof of deposition of EMD Amount via NEFT / IMPS in CSIR-IIP's Account.
 - v) Undertakings as per Annexure-II.
 - vi) In case the party is registered with Ministry of MSME/its authorized agencies, the bidder is required to submit registration certificate and store details in addition to above.
 - vii) The bidder shall submit tender documents signed and stamped by an authorized and empowered representative of the bidder to confirm the acceptance of the terms and conditions of the tender by the bidder. Each & every page of the tender documents along with other required documents for the tender, should be signed & stamped by the bidder at the bottom.

2. The bid shall remain valid for **90** days after the date of bid opening. If any bidder withdraws his/her bid before the said-period CSIR-IIP shall without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

3. The vehicle/s offered for disposal is on “AS-IS-WHERE-IS & NO COMPLAINT BASIS” basis, Ex-Godown /Office.
4. Earnest money deposit (EMD) : The bidder shall furnish Earnest Money of Rs. 72810(Rs. Seventy two thousand and eight hundred ten only) through online mode (NEFT/RTGS) only in IIP Account maintained with **State Bank of India, Director-Indian Institute of Petroleum Mohkampur, Dehradun having Account No.30266912400, IFSC - SBIN0002359**. The EMD of the unsuccessful bidder shall be returned subsequent to the award of contract to the successful bidder. No claim lies against CSIR-IIP in respect of erosion in the value or interest on the amount of EMD (i.e. EMD is interest free). The tender without EMD will be summarily rejected.
5. EMD of the unsuccessful bidder shall be returned without interest at the earliest after the award of the sale order to H-1 Bidder. The EMD of H1 Bidder/successful bidder shall be adjusted in the bidding amount and the balance amount to be paid by the H-1 Bidder.
6. The earnest money shall be forfeited in the event :
 - i) If the bidder withdraws its tender during the period of its validity.
 - ii) In case successful bidder, fails to commence the work as required.
7. The list of vehicle/s and reserve price of each vehicle is given in **ANNEXURE-I**. The reserve price is excluding applicable GST and other levies. The offer by the bidder should not be below the reserve price plus GST, taxes and levies.
8. The bidders may inspect the vehicle/s on predetermined dates and satisfy themselves about the vehicle/s they are bidding for, as the vehicle/s condition is on “As-Is-Where-Is & no complaint’ basis.
9. **The bidder/bidders may contact Sh. Bharat Bhushan, Stores & Purchase Officer, IIP, Dehradun Ph. No.01352525945 or Dinesh Sundriyal , Astt. Section Officer phone 01352525717 for inspecting the vehicle/s from 19.05.2022 to 13.06.22 between 10:00am to 04:00 pm on any working day** to satisfy themselves about the condition of the vehicle/s offered. No complaint whatsoever will be entertained after the bids are submitted or before or after vehicle/s are lifted. No request for inspection after submission of the bid will be accepted.
10. All interested bidders are requested to submit TECHNICAL BID along with prescribed proof of depositing of EMD.
11. The bid of any bidder who has not complied with one or more of the conditions prescribed is liable to be rejected. Conditional bids shall also be summarily rejected.
12. CSIR-IIP reserved its discretion to ask for additional information from the bidder(s) in view of proper evaluation of the bids.
13. The insurance of uninsured vehicle shall be borne by successful bidder.
14. The Technical Bids shall be scrutinized / verified by authorized committee in terms of the tender and subsequently the eligible PRICE BIDS shall be opened. The bidder, who has quoted highest grand, shall be selected as H-1 bidder. If H-1 bidder fails to take delivery of

the Vehicle as per terms and conditions, then H-2 Bidder shall be requested to match H-1 price for taking delivery of the vehicle/s and the EMD of H-1 party, shall be forfeited.

- 15.** Title and Risk: Indian Institute of Petroleum shall retain the title and ownership of the vehicle/s until issuance of Delivery Order/ Challan and upon receipt of the final amount from the successful bidder.
- 16.** The Successful bidder shall be determined based on highest rates quoted in the tender. The Highest successful bidder shall deposit the full amount online mode (NEFT/RTGS) in CSIR-IIP account within 2 days from the date of issue of the Sale Order.
- 17.** Sale letter shall be issued only in the name of successful bidder under which offer is made. Vehicle should be removed from IIP, Premises within a period of four days from handing over sale letter. In case vehicle is not removed within four days, demurrage will be charged at the rate of Rs. 200/- per day per vehicle and after 15 days, Director, Indian Institute of Petroleum at its discretion may forfeit the amount deposited & dispose of the vehicle in the best interest of the Corporation. No complaint will be entertained in this matter. The vehicle/s not so removed shall be treated as abandoned and the EMD and other sums paid for the vehicle will be forfeited without any reference to the H-1 Bidder. For such abandoned vehicle/s, the Director CSIR-IIP reserves the right to sell to H-2 bidder matching H-1 Price. If H-2 will not agree to H-1 price, then H-3 shall be requested to do so for immediate lifting of materials.
- 18.** The person authorized by the purchaser will be allowed to take delivery from I.I. P premises. In this regard, an authorization letter shall be produced by the person taking delivery of the vehicle.
- 19.** It shall be the responsibility of successful bidder to get the vehicle transferred in his/her name, N.O.C. if necessary will be given by IIP. Set of Documents for RTO transfer are required to be signed by the Purchaser in presence of Controller of Store & Purchase / Stores & Purchase Officer before physically removing the vehicle from IIP, Premises.
- 20.** The address given in the tender shall be deemed to be the Purchaser's address and correspondence sent on that address shall be considered to have been delivered to the purchaser. No claim will be entertained for the reason of forfeiture of the sum deposited in case the correspondence is returned undelivered.
- 21.** For any sort of query and clarifications regarding the tender document, please contact Shri Bharat Bhushan, Stores & Purchase Officer, IIP, Dehradun may be contacted.
- 22.** Indian Institute of Petroleum reserves the right to accept / reject any and all bids and also to Cancel the Tender of disposal of vehicle/s or withdraw any lot or part thereof from the sale without assigning any reason thereof.
- 23.** **ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties relating to construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties.

- 24.** FORCE MAJURE: If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations under this agreement because of war, hostility, military operations, civil commotion, sabotage, acts of God and acts of Government, fires, floods, explosions, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative.

If operation of such circumstances exceeds one month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the agreement. In case either party invoking the force majeure clause, it is incumbent on him to submit the documentary evidence to that effect from the competent government authority.

- 25.** Compliance with Law : The Selected Bidder shall comply with the laws in force in India.

- 26.** During the performance of the work, the successful bidder shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, labour laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, labour laws and rules, regulations, orders. The successful bidder shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the tender/agreement documents.

If during the tenure of work stipulated herein, successful bidder is found violating any laws, norms attributed & applicable from this tender/subsequent agreement, then in such an event, the successful bidder shall solely be liable to face the consequence of violation, inasmuch, the successful bidder keep IIP safe and indemnified from any of the losses/risk which may occasioned by non-performing any statutory rules, regulation or law in force.

- 27.** Governing Law : The agreement / contract shall be governed in accordance with the Laws of India.

- 28.** CONFIDENTIALITY AND SAFEGUARD OF PROPERTY : Indian Institute of Petroleum and Successful bidder respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, IIPs, suppliers, or methods of operation; however provided that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. IIP and Successful bidder will take reasonable precautions to safeguard property of the other entrusted to it.

- 29.** FRAUD PREVENTION POLICY: All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of IIP and shall not indulge themselves or allow other (working in IIP) to indulge in fraudulent activities and that they would immediately

apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of IIP is liable to be treated as crime and dealt with by the procedures of IIP as applicable from time to time.

30. HOLIDAY LISTING CLAUSE : Notwithstanding anything contained in this agreement, CSIR-IIP policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, IIP at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

31. General:

The terms and conditions laid down in this tender, scope of work, subsequent agreement and all annexures thereto as also the Proposal and any Attachments/annexes thereto shall be read in consonance with and form an integral part of the Agreement.

The subsequent Agreement/contract constitutes the whole of the agreement between the Parties relating to the matters dealt with herein along with any allied exchange correspondence and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of subsequent Agreement/contract not incorporated in this Agreement/contract shall not be binding on either of the Parties.

All provisions and the various clauses of subsequent Agreement/contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of subsequent Agreement/contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of subsequent Agreement shall remain of full force and effect. The Parties declare that it is their intention that Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

COSP/SPO

ANNEXURE –I

Sr .	Vehicle Code	Vehicle model	Registration Number	Year of registration	Book Value	INSURED UPTO	KM. Driven
1	IHE-1	Hero Glamour Drum self(cast wheel)	UK07 DH3915	2018	66500	29.08.2019	36721
2	IHE-2	Hero Glamour Drum self(cast wheel)	UK07 DH1285	04.10.2018	66500	29.08.2019	36704
3	IHE-3	Hero Glamour Drum self(cast wheel)	UK07 DH1709	2018	66500	29.08.2019	36707
4	IHE-4	Hero Glamour Drum self(cast wheel)	UK07 DH1712	05.10.2018	66500	29.08.2019	24767
5	IHE-5	Hero Glamour Drum self(cast wheel)	UK07 DH2820	12.10.2018	66500	29.08.2019	24775
6	IHE-6	Hero Glamour Drum self(cast wheel)	UK07 DH1711	05.10.2018	66500	29.08.2019	24755
7	IHE-7	Hero Glamour Drum	UK07 DH1283	04.10.2018	66500	29.08.2019	36707

		self(cast wheel)					
8	IHE-8	Hero Glamour Drum self(cast wheel)	UK07 DH3914	16.10.2018	66500	29.08.2019	36708
9	IHE-9	Hero Glamour Drum self(cast wheel)	UK07 DH 2819	12.10.2018	66500	29.08.2019	36704
10	IHE-10	Hero Glamour Drum self(cast wheel)	UK07 DH1710	05.10.2018	66500	29.08.2019	36713
11	IHE-12	Hero Glamour Drum self(cast wheel)	UK07 DH 1286	04.10.2018	66500	29.08.2019	24760
12	IHE-13	Hero Glamour Drum self(cast wheel)	UK07 DH1284	04.10.2018	66500	29.08.2019	24770
13	IHE-14	Hero Glamour Drum self(cast wheel)	UK07 DH2822	12.10.2018	66500	29.08.2019	24772
14	IHE-15	Hero Glamour Drum self(cast wheel)	UK07 DH2273	10.10.2018	66500	29.08.2019	24802

15	IHD-23	Hero Destini	UK07 DM4053	15.05.2019	47870	22.04.2024	18976
16	IHD-24	Hero Destini 125(LX)	UK07 DM4056	15.05.2019	47870	22.04.2024	18781
17	IHD-25	Hero Destini 125(LX)	UK07 DM4052	2019	47870	22.4.2024	18758
18	IHD-26	Hero Destini 125(LX)	UK07 DM4054	15.05.2019	47870	22.04.2024	18798
19	IHD-27	Hero Destini 125(LX)	UK07 DM4055	15.05.2019	47870	22.04.2024	18356
20	IHA-28	Hero Activa 125	UK07 DL7191	04.04.2019	60246	28.03.2024	18800
21	IHA-29	Hero Activa 125	UK07 DL7189	2019	60246	28.03.2024	18765
22	IHA-30	Hero Activa 125	UK07 DL7175	04.04.2019	60246	28.03.2024	18830

Annexure – II

Details to be furnished by individuals/firms :

Sl. No.	Details	
1.	Name & Address of the Individual/Firm	
2.	Contact Person	
3.	Telephone / Cell No.	
4.	Fax. No.	
5.	Email No.	
6.	PAN No.(enclose copy)	
7.	GST No. (in case of firm) - (enclose copy)	
8.	Residential / Identity Proof (enclose copy)	
9.	EARNEST MONEY DEPOSIT	Amount ::

Name & Signature of the Bidder

(In case of Company - Seal/Rubber Stamp of the
Company)

Place :

Date :

