20309/2022/ADMIN

ALL INDIA INSTITUTE OF AYURVEDA (AIIA)

(आयुष मंत्रालय, भारत सरकार के अंतर्गत स्वायत्त संस्थान)

(An Autonomous Organization under the Ministry of AYUSH, Govt. of India)

Tender No. J-50/62/2021-AIIA/ 2615 Date: 07-09-2022

Notice for Disposal of Condemnation Goods

Sealed Tender under single bid system i.e. Financial Bids are invited for disposal of condemned, obsolete & a member of unserviceable goods as declared condemned items by the Committee, as mentioned in annexure-I, are to be disposed of by **sale through Quotation/Auction to the Highest Bidder "As is where is & Whatever is basis"** in sealed cover from interested parties for sale of such items in prescribed Bid applications from mentioned in Annexure-II subject to the terms & conditions given in enclosure I of Annexure-II.

Items, to be disposed of in Annexure-I may be inspected on and from the date specified below.

All interested parties who wish to participate shall be required to **deposit Rs 5,000/- (Rs. Five thousand only) only as security deposit in the shape of Demand Draft payable in favour of the Director, All India Institution of Ayurveda, New Delhi payable at New Delhi** along with the bid to the undersigned within the date specified below. Bids shall be opened on the date as mentioned below in the presence of bidders.

The Director, AIIA, New Delhi reserved the right to accept/ reject any bid, including highest bid without given any reason whatsoever.

Important Information Sheet

Particulars	Schedule Date and Time
Downloading the tender documents free of cost from the website: www.aiia.gov.in	On and from 08.09.2022
Date of inspection	08.09.2022 to 20.09.2022 (during 11.00 AM to 4 PM and Saturdays from 11 AM to 1.00 PM except Sundays & holidays.)
Last Date of submission of Tender Documents	28.09.2022 (upto 3.00 PM)
Opening of Tender (Financial)	28.09.2022 at 3.30 PM in the Committee Room, Academic Block-C, AIIA, Gautampuri, Sarita Vihar, Mathura Road New Delhi-110076 in presence of the Bidders.

20309/2022/ADMIN

issuance of Sale Order and removal of condemned articles	issuance of Sale Order and removal of condemned articles 29-09-2022 onwards and removal of condemned articles **within 7 days** from issue of sale order after depositing the bid value.

Enclosed: Annexure as Stated

Joint Director (Admin)
AIIA, New Delhi

20309/2022/ADMIN

ALL INDIA INSTITUTE OF AYURVEDA
(An Autonomous body under Ministry of AYUSH, Govt. of India)
NEW DELHI

ANNEXURE-I

Condemned ITEMS TO BE DISPOSED
(Panchakarma Department) –(i)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Hot Plate(Hi-Life -05 and Vikash-01)	06	Basement Store (PK)	
2.	Induction (Bajaj-03, Prestige-06 & other-07)	16	Basement Store (PK)	
3.	Digital Weighing machine	05	Basement Store (PK)	
4.	Kadhai(iron)	02	Basement Store (PK)	
5.	Kharal	02	Basement Store (PK)	
6.	Steel Bhagona 5 ltr	07	Basement Store (PK)	
7.	Shirobasti cap	03	Basement Store (PK)	
8.	Baspa Sweda Cooker ring	11	Basement Store (PK)	
9.	Wire (Hot Plate) 1x6 meter	06	Basement Store (PK)	
10	Lock	03	Basement Store (PK)	
11.	Wire (Automatic SD) one meter	01	Basement Store (PK)	
12.	Strainer Big	01	Basement Store (PK)	
13	Strainer Small	01	Basement Store (PK)	
14.	Paint Brush	03	Basement Store (PK)	
15	Door Stopper	03	Basement Store (PK)	
16.	Kharal Ki Mathini	04	Basement Store (PK)	
17.	Name Plate (Plastic)	03	Basement Store (PK)	
18	Window curtain	06	Basement Store (PK)	
19.	Fry Pan	01	Basement Store (PK)	
20.	Bowl	02	Basement Store (PK)	
21.	Fibre Laying Chamber Sheet	05	Basement Store (PK)	

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Functional Pharmacy Department—(ii)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Manual Sealing Machine	04	Pota Cabin store	
2.	Mini Pulversion Machine	01	Pota Cabin store	
3.	Wet Grinder	01	Pota Cabin store	
4.	Fan	06	2 store /	
5.	Chair	04	Pota Cabin store	
6.	Cooler	03	Room-11/corridor pota cabin	
7.	Exhaust Fan	03	Pota Cabin store	
8.	Induction	01	Pota Cabin store	
9.	Heater	01	Pota Cabin store	

RS&BK Department—(iii)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Bulk Density Apparatus	01	Room No. 210, C-block	
2.	DT Apparatus	01	Room No. 210, C-block	
3.	Digital Oil Bath	01	Room No. 210, C-block	
4.	Digital Oven	01	2nd floor, C-block AHU	
5.	EMF Harizontal	01	Room No. 210, C-block	
6.	Heating Mantle	02	Room No. 217, C-block	
7.	Patila (Medium-01 & Small-01)	02	Room No. 214, C-block	
8.	Mixer Grinder	01	Room No. 214, C-block	

Department of Samhita-Siddhanta—(iv)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Central Table (Glass)	01	Outside electric Room/AHU	
2.	Speaker column	01	Room-721Room-721(Museum)	
3.	Portable Amplifier Set	01		

Department of Shalakya Tantra—(v)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Torch	01	Room No. 515, C-block	
2.	Head light	01	Room No. 515, C-block	
3.	Mixer	01	Room No. 515, C-block	
4.	Electric Kettle (Prestige)	01	Room No. 515, C-block	
5.	Electric Kettle	01	Room No. 515, C-block	
6.	Aquarium	01	Room No. 342, Hospital block, 3rd floor	
7.	Head Steamer	01	Room No. 342, Hospital block, 3rd floor	
8.	Induction Cook	03	Room No. 342, Hospital block, 3rd floor	
9.	Curtains	10	Room No. 342, Hospital block, 3rd floor	

IT Department---(vi)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	HCT TFT	01	5th floor, C-block nearing room no. 519 IT store	
2.	HCL CPU	08	-Do-	
3.	HP Printer	01	-Do-	
4.	UPS	03	-Do-	
5.	Biomatrix	06	-Do-	
6.	HCL Cabinet	01	-Do-	
7.	Zebroni CS TFT	08	-Do-	

Department of Roganidan Evem Vikriti Vigyan ---(vii)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Kettle	01	Pantry Room No. 310	

Hospital—(viii)

Ground floor

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Weighing Machine	02	01 at Room No. 016 store & 01 at BP counter	
2.	Digital BP appratus	03	Room No. 014 near lift	
3.	Digital Thermometer	04	Room No. 016 store	
4.	Pulse Oxymeter	01	BP counter (Ground floor)	
5.	Rotating Chair	06	03 at AHU, 02 at BP counter & 01 at Room No. 16	
6.	Infra Red Thermometer	03	Room no. 016 and BP counter	

(3)

IInd Floor (IPD)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Pillow	03	2nd floor store & Nurse office	
2.	White bedsheet	06	2nd floor store & Nurse office	
3.	Pillow cover white	01	2nd floor store & Nurse office	
4.	Patient Kurta	01	2nd floor store & Nurse office	
5.	Blanket Cover	01	2nd floor store & Nurse office	

IInd Floor (IPD)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Thermometer(digital)	03	2nd floor store & Nurse office	
2.	Manual BP Apparatus (anaeroid)	02	2nd floor store	
3.	Hot water bag	01	2nd floor store	
4.	BP Apparatus with stand	01	2nd floor store	

OT IInd Floor

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	Fogger Machine	01	Room No. 225 at OT side	
2.	Cardia Monitor	01	Room No. 225 at OT NS counter	
3.	Weighting Machine	01	Room No. 225 at OT side	
4.	Needle Holder	05	Room No. 225 at OT counter	
5.	Tissue Cutting Scissors/Allix	04	Room No. 225 at OT counter	

6.	Uttarbasti Cannula	02	Room No. 225 at OT counter	
7.	Flow Meter	01	Room No. 225 at OT counter	

4th Floor

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1	CHAIR PLASTIC	03	NTPC D-04	
2	FAN	01	NTPC D-04	
3	BED SIDE LOCKER	02	NTPC D-04	
4	SENITIZER STAND	02	NTPC D-04	
5	Bed sheets	380	NTPC D-04	
6	Khaish	152	NTPC D-04	
7	Pillow	31	NTPC D-04	
8	Pillow Cover	225	NTPC D-04	
9	Blanket	19	NTPC D-04	
10.	Blanket cover	102	NTPC D-04	
11.	OT dress	11	NTPC D-04	
12.	DIGITAL APPRATUS	5	NTPC D-04	
13.	DIGITAL THERMOMETER	32	NTPC D-04	
14.	PULSE OXYMETER	11	NTPC D-04	
15.	MANNUAL BP APPRATUS	5	NTPC D-04	
16.	BP APPRATUS CUFF WITH TUBINGS	10	NTPC D-04	
17.	BP APPRATUS – BELL	9	NTPC D-04	
18	STETHOSCOPE	6	NTPC D-04	
19.	HOT WATER BAG	1	NTPC D-04	
20.	WATER DISPENSER	2	NTPC D-04	

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21.	INDUCTION TOP	05	NTPC D-04	
22.	SPRAYER	03	NTPC D-04	
23.	WEIGHT MACHINE	03	NTPC D-04	
24.	WHEEL CHAIR	02	NTPC D-04	
25	STRETCHER	01	NTPC D-04	
26.	FUMIGATION MACHINE	02	NTPC D-04	
27.	ELECTRIC KATTLE	01	NTPC D-04	

5th Floor (IPD)

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1	Hot water bag	02	NTPC, D-04	
2	BED SIDE LOCKER	01	NTPC, D-04	
3	ELECTRIC KETTLE	1	NTPC, D-04	
4	STEAMER	10	NTPC, D-04	
5	WATER DISPENSER	1	NTPC, D-04	

5th Floor I/C

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	FUMIGATION MACHINE	01	NTPC, D-04	
2.	STRETCHER	01	NTPC, D-04	
3.	Oxygen humidifier	01	NTPC, D-04	
4.	DIGITAL APPRATUS	01	NTPC, D-04	
5.	PULSE OXYMETER	01	NTPC, D-04	

(3)

5th Floor I/C

Item No.	Particulars of goods	Quantity	Space/Location of goods	Remarks (if any)
1.	BED SHEETS	14	NTPC, D-04	
2.	BATHING TOWELS green	6	NTPC, D-04	
3.	KHESH	5	NTPC, D-04	
4.	PILLOW	2	NTPC, D-04	
5.	BATHING TOWELS white	13	NTPC, D-04	
6.	PILLOW cover	4	NTPC, D-04	
7.	BLANKET	4	NTPC, D-04	

Annexure-II

ANNEXURE-II: Performa BID APPLICATION FORM

(To be issued on the letter head of the Agency)

To,
The Director,
All India Institute of Ayurveda,
Guatampuri, Sarita Vihar,Mathura Road
New Delhi-110076.

Sub: Sale of DISPOSAL OF CONDEMNED GOODS IN TERMS OF NO. _____DATED_____

Madam,

I hereby certify that I have gone through the terms and condition mentioned Enclosure-I and undertake to comply with them.

I, the undersigned of behalf of the firm particulars given below in Enclosures-II would like to participate in the bid with reference to above.

The rates quoted by me in Enclosure-III are valid and binding upon me for the entire period of contract.

The Security Deposit to be deposited by me has been enclosed herewith with following particulars:

Demand Draft No. _____dated: _____

Amount: Rs. _____ (Rupees_____(In Words)

Draw on bank:_____Branch:_____in favour of The seller mentioned above.

I give the right to the seller to forfeit the security money deposited by me/us if any delay occur on my/ agent's part or fail to lift the articles within the stipulated period.

I hereby undertake to take charge of the items as per direction given in the bid document/lifting order within stipulated period.

I shall be vacating any space that may be provided to me by the head of the office to carry out the job or otherwise.

Enclosed: Enclosure I: terms & Conditions
Enclosure II: Particulars of the firm
Enclosure III: Price Bid Format
Enclosure IV: Performa for Agreement with the buyer

Date: signature of the Bidder

Place: Designation

Company seal

Enclosure I: Terms & Conditions

(1) General Clause:

(a) Goods shall be sold 'as is where is & Whatever is' basis. Bids shall be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise.

(a) No error, omission or misstatement or mis-description or printing mistake whatsoever and howsoever made or published whether in the Annexure-I or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by THE Seller.

(b) Further, THE Seller shall take it for granted that the bidders have fully read and understood the language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.

(c) Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of handing, loading or other expenses (including dismantling if permitted by THE Seller).

(d) The bidder should not obstruct or harm any patients admitted in the hospital or has come to receive service from the hospital in any kind or disrupt the normal activities of the establishment concerned while inspecting the goods as well as while executing their work.

(e) The employees of the establishment concerned and their family members are not eligible to take part in the bid process.

(2) Inspection

(a) The bidders are requested to inspect the items ready for disposal for their satisfaction as per the dates/times specified.

(b) Intending bidders shall be allowed to inspect the goods as mentioned in the notice for sale prior to the sale by arrangement with THE Seller.

(3) Bid Validity Period:

(a) The bid submitted should be valid for 180 days from the date of completion of the bidding process.

(b) If the number of bid received is not sufficient, the date of opening may be extended by the Board.

(c) The decision for the acceptance/rejection of the rates offered by the bidders shall be communicated by the Condemnation Committee through, e-mail or any other mode felt necessary. The bidder shall then be required to make payments as stipulated.

(4) Rights & Privileges:

(a) All lots shall be sold subject to approval by the Condemnation Committee.

(b) Condemnation Committee reserves to itself the right without assigning any reasons what-so-ever (i) to apportion the total quantity amongst different bidders; (ii) to cancel or reschedule the bidding process.

(c) The bidders would have no claim for issuance of sales release orders.

(d) The Condemnation Committee shall be under no obligation to put up the lots singly or serially or in any other particular manner and the Condemnation Committee reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.

(5) Security Deposit:

(a) All the bidder shall pay a security deposit through demand draft as mentioned in the notice in favour of THE Seller.

(b) Bidder's full address & contact No. must be written on the backside of DEMAND DRAFT of security deposit.

(c) If the highest bidder fails to deposit the whole amount within 7 (Seven) days of the receipt of 'sale order', such sale Order' shall be terminated by the Condemnation Committee and the Condemnation Committee shall entertain no claim, grievance or grudge on this account. The Sale order shall now be given to the second highest bidder at the price quoted by the First Bidder and in that case, security deposit of the highest bidder shall stand forfeited.

(6) Statutory Documents:

(a) All tax, excise duty and all other taxes, duties (imposts) whether to payable to the central government or to the state government or to the municipal, local or other authorities shall be deposited by THE Buyer along with the sales value of the materials.

(b) Non-payment of any amount payable under this clause shall have the same effect as non-payment of the sale money and shall result in ipso-facto cancellation of the sale and forfeiture of the security deposit. If the liability of such tax (imposts) and/or duty is in doubt, the department shall have a right to call upon THE Buyer to make such provision as department may deem fit and proper to ensure the recovery of such taxes (imposts) and/or duty.

(7) Payment Clause:

(a) The total payment has to be submitted to the **All India Institute of Ayurveda (AIIA), New Delhi SBI Nos. A/c – 38931922947 IFSC CODE- SBIN0062250** under the the **head" AIIA Revenue Account**" in one lot only within 7 (seven) days of issue of 'Sale Order' from the Condemnation Committee.

(b) After receiving the full payment of saleable items from the bidder duly verified from the end of concerned Account officer, the Condemnation Committee shall issue 'Release Order' for clearance of the materials kept for sale.

(c) In case of default by the bidder in payment of the full payment within the stipulated schedule, the Security Deposit held by department on account of that bidder shall be forfeited & the bidder shall be liable to be debarred from the participation in all department auctions for a period of one year.

(d) In case of the total quantity to be disposed of cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the price offered by the highest acceptable bidder.

(e) THE Buyer shall not be entitled to re-sale any lot or part of a lot while the goods are still lying within the premises of Hospital/establishment and no delivery would be permitted by Hospital to any person or persons other than THE Buyer whose names are mentioned in the release order.

(8) Lifting Clause:

(a) The sold Items/materials shall be lifted by THE Buyer at their own expenses from THE Seller's premises against full payment and within 5 (five) days from the date of the 'Release Order' issued THE

Seller, i.e. the order issued to THE Buyer to lift the materials, failing which the Release Order shall be terminated by the Condemnation Committee and Condemnation Committee shall entertained no claim, grievance or grudge on this account.

(b) However, the Condemnation Committee may, at its own sole discretion, extend the delivery period beyond the stipulated period to lift the materials on its own terms and conditions not exceeding 30 days.

(c) In case of any default in lifting of the materials by THE Buyer within the prescribed free time limit, the outstanding material may be lifted within 20 days from the due date subject to payment of ground rent @ 2% per week and part thereof, by THE Buyer directly to the AIIA, New Delhi Account head mentioned in clause 7(a) for the period of delay. All matter relating to charging of ground rent shall be decided by the Condemnation Committee.

(d) In case of goods sold on lot basis, the Ground rent shall be calculated on the value of the entire lot even if lifted in part, whereas goods sold on unit weight or unit number basis, the ground rent shall be calculated on the value of un-lifted quantity.

(e) However it must be noted by the bidders that it shall be the sole discretion of department not to allow THE Buyer to lift the goods with or without the ground rent after the expiry of the stipulated free delivery period or even within the aforesaid additional period of 20 days and in such event, the sale of the material not lifted by THE Buyer shall be automatically cancelled and all the money paid by the bidder shall be automatically forfeited.

(f) THE Buyer shall lift only the item allowed in the Sale Release Order issued by THE Seller. Any item lifted from the premises except the listed in the sale release order shall be dealt with legal action by the Board.

(g) No enquiry of the bidder shall be entertained once the material is lifted by the them.

(h) The materials sold shall be removed by THE Buyer from any one side of the lot as per the sole direction of the Condemnation Committee and no segregation of items from the sold lots shall be permitted.

(i) For the purpose of removing the materials, THE Buyer shall employ only his/their own personnel and shall keep department fully indemnified against any claims for wage, injuries, compensation, death etc.

(j) While removing the materials, if any accident or damage to the property / life etc. arises by reason of any act of negligence / omission/ default or non-compliance with

(k) Any of the Terms and Conditions of the statutory regulations or rules and regulations applicable within Hospital/Establishment premises, on the part of the bidder's / his representative or employees resulting in death or injury to any person or damages to the property of Hospital/Establishment or any third party then in such an event the bidder shall have to pay compensation to any such persons. The bidder shall in such an event keep the Department indemnified from any demand, claims or proceedings made.

(L) The Department shall not be responsible for any liability in respect of labour/employee appointed/engaged by THE Buyer for lifting of the materials. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case of non-

compliance and default on the part of THE Buyer. If the department any case is held liable under any Laws/Rules then in such cases THE Buyer shall not only make payment of such dues and/or caused but also be responsible for payments of damages to the department.

(m) Delivery of goods sold shall be granted as per the working hours of that particular location of THE Buyer where the materials have been stored. Delivery shall be permitted only on production of Sale Release Order issued by the department concerned THE Buyer as the case may be and a signed copy of THE Buyer's authorization letter for taking delivery. Deliveries shall not be given on Sundays or on any other days being holidays observed.

(n) In the event of failure by THE Buyer to fulfil any obligations under the general conditions of sale including failure to remove/lift the goods against any lots within the stipulated time, the sale of such lot may be cancelled for the quantities not lifted by THE Buyer and all moneys paid by the bidder for those specific lots shall stand forfeited. THE Buyer shall be entitled to re-sale the goods at the entire risk and cost of THE Buyer as and when THE Buyer may deem fit without any notice to THE Seller. THE Seller shall be at full liberty to retain and/or adjust/or recover any losses incurred on account of the failure of THE Buyer to lift the material from any amount lying with THE Buyer to THE Buyer's credit. The decision of THE Seller in regard to the actual losses incurred by THE Buyer shall be final and binding on THE Buyer. Any gain on any re-sale as aforesaid shall, however, belong to THE Buyer.

(9) Complaints & Delay

(a) All bidding-related complaints should be referred to Joint Director Admin's Office immediately by the parties concerned. Complaints pertaining to quality and quantity of materials available for delivery, difficulties in lifting etc., should be referred directly to the Chairman of the Condemnation Committee by the concerned Buyer. In case the complaint is not resolved at this level, the same should be escalated to Director, AIIA, New Delhi.

(10) Governing Law:

(a) This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

(11) Jurisdiction:

(a) The Court at Delhi shall have exclusive jurisdiction.

Date:
Place:

Signature of the Bidder
Designation
Company seal

(3)

Enclosure II: Particulars of the firm

(a)	Name of the firm	
(b)	Full Postal Address	
(c)	Mobile No.	
(d)	Telephone No.	
(e)	Fax No.	
(f)	Date Of Establishment of Firm	
(g)	Give Details of any government contracts executed during the last 3 years	
(h)	Any other information which you consider necessary to furnish.	
(i)	Name and address of your Bankers stating the name in which the Account stands.	
(j)	PAN Number (Copy of PAN card should be enclosed)	
(k)	Trade License No. (Please enclose a copy of License)	
(l)	GST Registration Nos.(Please enclosed a copy of GST Nos)	

Date:

Place:

Signature of the Bidder

Designation

Company Seal

Enclosure III: Proforma for Price Bid

Sl. No.	Items	Rate in Rs.
1.	Items condemned & disposed mentioned in Annexure-I of The Notice Referred to Above	

Date:

Place:

Signature of the Bidder

Designation

Company Seal

6

Performa for Sale Order

Tender No. J-50/62/2021-AIIA/ Dated_____

To
M/S_____

Sub: SALE ORDER VIDE TENDER NOTICE NO. _____DATED_____GOVERNINFG THE SALE OF UNSERVICEABLE AND OBSOLETE Items STORES LYING IN _____.

With reference to the tender notice as given above, the Condemnation & Disposal Committee set up by the Competent Authority, has evaluated the bids submitted and has selected the bid submitted by you in respect of the items as mentioned in Annexure-I, as successful.

As per the terms and conditions of the said tender, you are here by directed to deposit the sale amount of Rs. _____(Rs_____only) as given in your Price bid. The deposit is to be made to the AIIA's Bank Account No. 38931922947 IFSC Code: SBIN0062250 under the Head "AIIA Revenue Account"

The receipt of the deposit made is to be submitted to this office by the_____(date) for collecting the 'Release order'.

You are directed to fill up the agreement on a non-judicial stamp paper, sign it and provide it to the undersigned for his signature.

If the sale amount is not deposited or the signed agreement is not submitted within seven working days of receipt of this order, this sale order shall deem to be cancelled without any further reference to you.

Signature & Office seal of the Head of Office

(3)

Enclosure IV: Performa--- Agreement with the Buyer

THIS SERVICES AGREEMENT is made the_____ day of 2022_____

BETWEEN:

(1) _____[Designation of 'the seller'] hereinafter referred as the First Party and,

(2) _____[Name of 'the Buyer'] of_____[address] hereinafter referred to as the Second Party.

(1) The First Party had called for open bid for the disposal of unserviceable items as per 'Annexure I' and the Second Party had participated in the said bid. After evaluation of the bids, the First Party has accepted the bid placed by the Second Party and will now sell the said goods on **"As is where is & Whatever is basis "** and " payment deposited" basis by the Second Party to First party's Bank Account. The Second Party agrees to buy the said unserviceable goods as proposed by the First Party according to the bid placed by him (Second Party).

(2) The Second Party has deposited the whole sale amount in first party's Bank Account No. 38931922947 IFSC CODE No. SBIN0062250 under AIIA Revenue Account as per the 'Sale order'.

(3) The Second Party also agrees to lift the whole material as per the Annexure -I of the 'Sale order' on "as is where is & Whatever Basis" within 07 (Seven) working days from the date of receipt of the 'Release Order'. The Second Party agrees to vacate the premises wherein the materials as per Annexure- I were stored by employing his own men and equipment and transport the same to his own ware-house/ place of storing at his own cost. All necessary documents, other than the Sale/ Release Order and Gate Pass, will be obtained from the relevant authorities by the Second Party.

(4) The Second Party agrees to pay the First Party a ground rent @1% of Sale Value per week or part thereof to be deducted from his Security Deposit for delay of completion of lifting of all the materials as per Annexure–I beyond a period of 07 (Seven) days from the receipt of the 'Release Order'.

(5) If due to mistake or inadvertence, the Second Party has lifted any property or material Which was not included in Annexure–I, the same will be returned to the First Party by the Second Party as soon as any the discrepancy is discovered by either the First or Second Party.

(7) The Second Party shall be wholly responsible for all tax and other similar contributions or taxes (together "Taxes") which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable to the First Party under this Agreement. In the event that the First Party is required to pay any Taxes in relation to such fees or other monies, the First Party shall be entitled to withhold an amount equal to such Taxes from any sums remaining to be paid to the Second Party and if any such withholding falls short of the total Taxes to be paid, the Second Party shall indemnify the First Party against any such Taxes which become payable by the First Party by paying the same within 7 (seven) working days of the date of demand for payment is raised.

(8) The Second Part agrees to all the clauses of the Tender Documents and shall abide by them at all times.

(9) The First party agrees to providing all official assistance to ensure the smooth lifting of all the material as per the sale/release order and Annexure a by the second party.

(10) Relationship between the parties: Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent or employee of the other for any purpose. At no time shall the Second Party represent himself or hold himself out as an agent /employee of the First Party and shall not have any authority to act on behalf of the First Party, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the First Party, or to sign any document on the First Party's behalf.

(3)

(11) Assignment of interest: The Second Party may not sub-contract, assign, transfer, mortgage or part with this Agreement or any of its rights, duties or obligations under this Agreement without prior written consent from the First Party.

(12) Termination: The First Party shall be entitled to terminate this Agreement with immediate effect and without any compensation or damages due to the Second Party, but without prejudice to any other rights or remedies the First Party may have, if the Second Party:

(a) Commits a serious breach of the terms of this Agreement which the Second Party fails to remedy within 14 days of receipt of written notice from the First Party specifying the breach and requesting specific remedy;

(b) Persistently neglects, fails or refuses for whatever reason to perform to the satisfaction of the First Party the Services which are to be provided under this Agreement;

(c) becomes unfit to perform the Services under this Agreement or incapable of performing them adequately

(d) Or has broken the Laws of the Land in performing the service under this Agreement

(13) This Agreement is governed and to be construed in accordance with the Indian laws and each party agrees to submit to the exclusive jurisdiction of the DELHI COURTS as regards any claim or matter arising out of this Agreement.

AGREED by the Parties through their authorised signatories:

For and on behalf of the First Party

_____

For and on behalf of the Second Party

_____

Witness Thereof

PART-V: Performa Release Order

Tender No. J-50/62/2021-AIIA/ Dated_____

To

M/s_____

Sub: RELEASE ORDER VIDE TENDER NOTICE NO._____DATED_____
GOVERNING THE SALE OF UNSERVICEABLE AND OBSOLETE LYING IN_____

With reference to the tender notice as given above, the Condemnation Committee constituted by the Competent Authority and has selected the Highest Bidder's Bid submitted by you in respect of the items as mentioned in Annexure- I, as successful.

As per the terms and condition of the said tender, you have deposit Rs. _____(Rs_____only) in response to sale order no. _____dated_____.

Now the RELEASE ORDER is hereby issued o you for lifting the unserviceable goods as mentioned in Annexure A as per terms and condition of the tender.

This Release Order will be cancelled if the lifting of the unserviceable goods as mentioned in Annexure- I is not completed within 07(Seven) days of issue of this Release Order and all monies deposited by you, including earnest Money, Security Money and Sale Money, will be forfeited without any further reference.

Joint Director (Admin)

(3)