

INDIAN BANK:: ZONAL OFFICE :: KUMBAKONAM

TERMS AND CONDITIONS

TENDER NOTICE – (07.11.2019)

Tender form & EMD should be submitted on or before	27.11.2019 Time: 3.00 PM
Tender opening on	28.11.2019 at 4.30 PM at Indian Bank, Zonal Office No. 7, Besant Road, Kumbakonam - 613 001
Tender Fee	Rs 100/- Non Refundable
EMD Amount	Rs.5000/- (Rupees five Thousand only) - Refundable
DD for Tender Fee & EMD Amount to be drawn in favour of	Separate DDs in favour of INDIAN BANK, ZONAL OFFICE KUMBAKONAM
Vehicle Inspection	On all working days from 06.11.2019 to 26.11.2019 between 10.00 AM to 6.00 PM at Indian Bank, Palson building, 4098, South 4th Street, Pudukottai 622 001

TERMS AND CONDITIONS

1. Tender shall be filled in the Tender Forms prescribed by the Bank and can be downloaded from **www.indianbank.in** on all days from 07.11.2019 or obtained from Indian Bank Zonal Office: Expenditure Department, Kumbakonam after paying / enclosing **tender fee of Rs 100/-** by way of DD favouring Indian Bank Zonal Office Kumbakonam . **Documentary proof of identity and address (preferably Xerox copies of Passport / Voters' ID / Driving Licence / ration card / BSNL telephone bill or any other document accepted under KYC norms) should be submitted alongwith the tender application. If no such proof of identity / address of the bidder is provided and the bidder is not present during tender opening, that bid shall be considered INVALID.** Tender documents without documentary proof will be accepted subject to submission of documentary proof / verification of proof of identity and address of the bidder only if present during tender opening.
2. If the tender is submitted by a person other than individual, the details relating to constitution must be specified.
3. If the tender is submitted through Power of Attorney Holder or authorized Representative, proof of authorization should be enclosed.
4. Along with each tender earnest money of Rs. 5000/- (Rupees FIVE THOUSAND only) per vehicle shall be remitted by means of Demand Draft / Banker's Pay Order favouring Indian Bank. The Demand Draft / Pay Order shall not be dated earlier than the auction notice and shall be payable in Coimbatore only. Money Orders/Cash/Postal Orders, Bank Guarantees etc. shall not be accepted in lieu of Demand Draft / Pay Order.
5. Tenders complete in all respects should be submitted in a sealed cover superscribed thereon as **"TENDER FOR SALE OF USED OFFICE CARS SUBMITTED IN RESPONSE TO AUCTION NOTICE DATED 07.11.2019.** Sealed Tenders can either be deposited at Indian Bank Zonal Office, Dr Besant Road, Kumbakonam -613001 or be sent by post. Tenders received by post will be considered only if the same is received by the Bank within the stipulated time as given in the Tender Notice and the date of posting shall not be considered as date of receipt of tender form.

6. Bank reserves the right to reject any or all the tenders without assigning any reasons thereof, Bank reserves the right at its discretion to call for fresh set of tenders or to sell the vehicle by public auction or to withdraw, any of the vehicle from sale.

7. If the tender is accepted, the same will be intimated to the successful tenderer. The earnest money deposited by him/them shall be held as Security Deposit for due performance of the contract.

8. Successful tenderers will be required to deposit the full amount of the tender less amount of earnest money deposited along with that particular tender **within 10 days** or on or before the date and time specified in the letter / fax intimating acceptance of tender. Up on deposit of the full amount as aforesaid and upon production of the intimation letters, the tenderer shall take delivery of the vehicle. Failure to deposit the balance within the time specified shall be construed as breach and the earnest money deposit will be forfeited without prejudice to Bank's right to claim damage for breach of contract and expenses of resale of the vehicle without further notice, at his risk and cost.

9. No extension for making the payment after the period, as stipulated in Para (8) above will be granted or the successful tenderer will not be allowed to make part payments. However Indian Bank may, in its sole discretion, entertain and consider request for extension of time for not more than **5 days** for making payment provided:-

- a. The request has been made in writing and duly signed by the successful bidder himself.
- b. The request has been received before the specified time limit for making the payment.
- c. The request is accompanied with an additional deposit of 15% of the total bid amount. This additional deposit will be liable for forfeiture along with earnest money already deposited if the balance amount is not paid and the vehicle is not taken delivery within the extended period of time which shall not, in any case exceeds **10 days** without prejudice to Bank's right to claim damages for breach of contract and expenses of resale of the vehicle without further notice.
- d. Interest at Commercial rate for the balance amount and garage charges at the rate of Rs.100/- per day from the date of original time allowed till the date of taking delivery of the vehicle shall be payable by the successful bidder.

10. Subject to condition no. 11 hereunder earnest money deposit given by the tenderers shall be returned to them either in person or by post within a reasonable time.

11. If for any reason, the Bank considers the question of accepting the offer of the second/third highest tenderer (in the same order in case of breach by the successful Tenderer), the earnest money deposit made by him / them shall be with held and if the Bank finally decides to accept the offer of the second/third highest tenderer at the rate quoted by the Successful tenderer, the same shall be intimated to him. The terms and conditions regarding forfeiture, deposit of balance amount etc. would be applicable to second/third highest tenderer also.

12. Indian Bank does not give any warranty as to the description, condition or accuracy of details regarding the vehicle given in the schedule and vehicle is sold on **"AS IS WHERE IS"** basis. The tenderer shall be deemed to have satisfied himself on these points including the vehicle offered for sale. No sale shall be invalidated by reasons of any error or default in description thereof in **THE SCHEDULE HERE TO AND NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.**

13. Obtention of 'NOC' from other states RTOs for vehicles with other state registration and re-registration of such vehicles in other states is the responsibility of the buyer. **All statutory obligations, risks and responsibilities will be borne by the successful tenderer from the time and day of taking delivery of the vehicle.**

14. **THE TENDERER SHALL HAVE TO VERIFY THE TAX PAID. INSURANCE COVER ETC.** from the documents of the vehicle available at the above address before submitting the tender. No further claims shall be entertained in this regards after the tender opening.

15. Tender once submitted cannot be withdrawn on any account.

16. The delivery of the vehicle shall be given ex-garage to the tenderer / or his / their duly authorized representative whose signature must be attested by the tenderer. The driver, etc, will have to be arranged by the tenderer himself. The removal of the vehicle will have to be completed within 7 days from the date of issue of sale release order failing which additional charges for garaging and other costs will become payable.

17. The amounts in the tender forms are recommended to be filled both in words and in figures failing which the tender can be rejected. All corrections made should be attested with date of such corrections. **COMPLETE ADDRESS OF THE TENDERER MUST BE GIVEN IN BLOCK LETTERS.**

18. **The vehicle will be transferred in the name of the tenderer only at his own cost.**

19. In token of the tenderer having read, understood and accepted the terms and conditions, the tenderer should sign below in the copy of this and enclose the same along with the tender, if not the tender will be rejected on that grounds.

20. The successful bidder has to bring the sale letter and other R.T.O. forms.

21. Tenders without EMD and Tender application fee will be summarily rejected.

22. All Bank charges will be borne by the tenderer.

SIGNATURE OF THE TENDERER

INDIAN BANK:: ZONAL OFFICE :: KUMBAKONAM

DESCRIPTION OF VEHICLE:

1.

Make and Model	Maruti 800
Regn No	TN 49 L 5176
Year of Purchase	2004
Insurance	Current
Reserve Price	Rs. 20,000/- (inclusive of GST)
Amount (Rs.) (inclusive of applicable GST) (in figures)	<u>Rs.</u>
Amount (Rs.) (inclusive of applicable GST) (In words)	

Dated this day of

Signature (s) of the tenderer

Tenderer / Proprietor / Partner /
Authorised Representative

Name/s
And full address
(in Block letters)
.....

Documentary proof of identity and address
(Specify the Xerox copy of the proof attached)

Phone No. & Mobile No.
.....

INDIAN BANK :: ZONAL OFFICE :: KUMBAKONAM
TENDER FOR PURCHASE OF VEHICLE

Submitted by Mr/Ms *

..... (Full name and address)

01. I, Mr /Ms/ We, M/s

(Hereinafter called as the tenderer) have read the terms and conditions on the basis of which the vehicle, the full description of which is given in the schedule to this tender, if offered for sale. In token of my/our acceptance of the terms and conditions, I/we have put my/our acceptance of the terms and conditions and the same is enclosed.

02. I/we hereby make the tender (offer) for the purchase of vehicle at the price quoted below and agree to hold this offer open for your acceptance and if successful, agree to take delivery of the vehicle in accordance with the time schedule mentioned in the tender notice.

03. Bank draft No.....dated Drawn bybranch of
.....Bank on for Rs 100/ (Rupees.....
.....) favouring, Indian Bank, Zonal Office is enclosed as Tender
Fee for the due performance of the tender.

04. Bank draft No.....dated Drawn by
branch ofBank on for Rs 5000/-
(Rupees.....) favoring, Indian Bank,
Zonal Office is enclosed as Earnest Money Deposit for the due performance of the tender.

05. I/we shall not revoke the offer contained in this tender and shall not require Indian Bank to modify the terms and conditions.

06. If I/we fail to observe and comply with the terms and conditions, the earnest money shall be forfeited by Indian Bank and that Indian Bank shall also be entitled to recover damages from me/us for breach of contract.

07. In case of any dispute or difference arising, I/we shall abide by the decision of the General Manager of the Bank or of any other Officer of your office.

Date:

SIGNATURE OF THE TENDERER