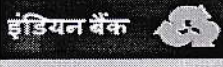
 Indian Bank इलाहाबाद ALLAHABAD आपका अपना बैंक .Your own Bank.	Security Dept सतअर्का विभाग	अंचल कार्यालय/Zonal Office प्रथम तल, देवदूत कोम्प्लेक्स, राधा ऋणी सिन्हा रोड, भागलपुर- 812001 : Devdoot complex, Radha Rani Sinha Road, Bhagalpur, 812001
Phone No:-0641-2301184		E-mail: zobhagalpur@indianbank.co.in


TERMS AND CONDITIONS

1. Tender should be filled only in the Tender Forms prescribed by the Bank and the same can be obtained from Indian Bank, Zonal Office Bhagalpur, P & E Department, 1ST Floor, Devdoot Complex, R R Sinha Road Bhagalpur. Also the application form can be downloaded from www.indianbank.in . The bidders have to enclose the application fee of Rs. 250/- (Non Refundable) along with their Earnest Money Deposit with separate Demand Drafts for each form submitted.
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. In respect of each vehicle, separate tender shall be submitted.
5. Along with each tender the earnest money of Rs. 5000/- for each 4-wheeler shall be remitted by means of Demand Draft/ Bank's Pay Order favouring Indian Bank payable at Bhagalpur. The Demand Draft /Banker's Pay Order shall not be dated earlier than the auction notice and shall be payable at Bhagalpur only. Money Orders/Cash/Postal Orders/Bank Guarantee Cheque etc. shall not be accepted in lieu of Demand Draft/Pay Order.
6. Tenders complete in all respects should be enclosed in a sealed cover superscribed thereon as "TENDER FOR CAR SUBMITTED IN RESPONSE TO AUCTION NOTICE DATED: _____ FOR VEHICLE REGN . NO. _____". Sealed Tenders can either be deposited in the Tender Box kept in the Indian Bank Zonal Office or be send by post. Tenders received by post will be considered only if the same is received by the Bank within the stipulated time/date as given in the Tender Notice and the date of posting shall not be considered as date of receipt of Tender Form.
7. Bank reserves the right to reject any or all the tenders without assigning any reason thereof. Bank reserves the right to 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.
8. If the tender is accepted , the same will be intimated to the successful tenderer. The earnest money deposited by them shall be held as Security Deposit for due performance of the contract.
9. Successful tenderers will be required to deposit the full amount of the tender less amount 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. Upon 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

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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.

- 10.** No extension for making the payment after the period, as stipulated in para-9 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 10 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 the rate of 18% for the balance amount and garage charges at the rate of Rs. 250/- per day from the original time allowed till the date of taking delivery of the vehicle shall be payable by the successful bidder.
- 11.** Subject to condition no.12 hereunder earnest money deposit given by the tenderers shall be returned to them either in person or by post within a reasonable time.
- 12.** If the H-1 bidder did not honour the offer letter of the Bank or did not remit the balance amount or refused to pay the balance amount within the stipulated time, Bank reserves the right to forfeit the EMD amount of the H-1 bidder. In such case, Bank may offer the disposal of vehicle to H-2 bidder for purchase at H-1 rate. If H-2 bidder refuses to purchase, the offer will be given to H-3 bidder for purchase of vehicle at H-1 rate. Hence the EMD of H-1, H-2 & H-3 bidder's will be withheld by Bank till the H-1 bidder remits the balance amount and complete the sale formalities.
- 13.** EMD amount will be refund to unsuccessful bidders subject to condition in para-12.
- 14.** 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 hereto and no compensation shall be payable in respect of any such default or error or misdescription.

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15. Obtention of 'NOC' form from other states RTO'S for vehicles with other state registration and re-registration of such cars in other states is the responsibility of the buyers only (This shall be applicable for Bihar Registration also if Bank has already obtained NOC and also applicable for one RTO to another RTO if needed).
16. The tenderer shall have to verify the tax paid, insurance cover etc. from the documents of vehicle available at the above address before submitting the tender. No further claims shall be entertained in this regard after the tender opening. Tender once submitted cannot be withdrawn on any account.
17. The delivery of the vehicle shall be given ex-garage to the tenderer/or his/their 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 10 days from the date of issue of sale release order failing which additional charges for garaging and other costs will become payable.
18. The amounts in the tender forms are recommended to be filled both in words and in figures failing which the tender may be rejected. All corrections may be attested with date of such corrections. The complete address with telephone/mobile number of the tenderer must be given in block letters.
19. The vehicle will be transferred in the name of the tenderer only. For name transfer the Bank will give 10 days from the date of sale receipt. The entire process and expenses for the transfer of the said vehicle (including any kind of dues) will be the responsibility of the successful bidder. After showing the name transfer in favour of tenderer the vehicle will be delivered. In case the tenderer fails to produce the same within the stipulated period the extra charges will be applicable as Rs. 250 per day towards garage charges.
20. In token of the tenderer having read, understood and accepted the terms and conditions, the tenderer should sign below and enclose the same along with the tender, if not, the tender will be rejected on that grounds.
21. The successful bidder has to bring the sale letter and other RTO forms.
22. Tenders without EMD and Tender Application fee will be summarily rejected.

Signature of the Tenderer