

## TENDER FOR PURCHASE OF OLD CAR

Submitted by Mr./ Mrs./	Ms./ M/s	 	 
Full Name and address _		 	 

1. I, Mr./ Mrs./ Ms. \_\_\_\_\_\_ (or) We, M/s \_\_\_\_\_

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

2. I/ We hereby make the tender (offer) for the purchase of the 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 to be intimated by you.

 3. Bank draft no. \_\_\_\_\_, dated \_\_\_\_\_, drawn by \_\_\_\_\_

 (branch) of \_\_\_\_\_\_ (Bank) at \_\_\_\_\_\_ (City) for

**Rs. 5,000**/- (Rupees five thousand only) favouring "Indian Bank Zonal Office, Kolkata" is enclosed as Earnest Money Deposit (EMD) for the due performance of the tender. (The DD should not be dated prior to the tender notice).

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

5. In case, I/ We shall fail to observe and comply with the terms and conditions, the EMD shall be forfeited by Indian Bank and that Indian Bank shall also be entitled to recover damages from me for breach of contract.

6. In case of any dispute or difference arising, I/ We shall abide by the decision of the Zonal Manager, Indian Bank Zonal Office, Kolkata or of any other executive of the Zonal office, Kolkata.

SIGNATURE OF THE TENDERER

इंडियन बेंक Indian Bank ZONAL OFFICE, KOLKATA No. 3/1, R N Mukherjee Road, Kolkata-700 001

DESCRIPTION OF CAR AND TENDER						
REGN NO.						
MAKE/ MODEL						
Tender Amount (in words) Rupees						
Tender amount (in figures) Rs						
Dated this	(	day of $\_$	2018.			
Signature of Witne	ess		Signature of the Tenderer/s			
NAME			NAME			
ADDRESS			ADDRESS			
			MOBILE :			
			PHONE No.:			
			E-MAIL ID:			

## Terms and Conditions:

1. Tender shall be filled in the tender forms prescribed by the bank and the same can be had from our Bank website www.indianbank.in.

2. If the tender is submitted by a person other than an individual, the details relating to the constitution must be specified.

3. If the tender is submitted through power of attorney holder or authorized representative, proof of authorization should be enclosed to the tender.

4. Separate tender shall be submitted in respect of each vehicle.

5. Along with each tender, Earnest Money Deposit (EMD) of **Rs. 5,000/-** (Rupees five thousand only) shall be remitted by means of Demand Draft favouring Indian Bank Zonal Office, Kolkata. The Demand Draft shall not be dated earlier than the tender notice and shall be payable in Kolkata. Money Order/ cash/ Postal orders/ Bank guarantee, etc. shall not be accepted in lieu of Demand Draft.

6. Tenders completed in all respects should be enclosed in a sealed cover super scribed thereon as **"TENDER FOR PURCHASE OF OLD CAR SUBMITTED IN RESPONSE TO TENDER NOTICE DATED 20.05.2018"**. Sealed tenders can either be deposited in the tender box kept in the Indian Bank Zonal Office, No. 3/1, R N Mukherjee Road, Kolkata-700 001 or be sent by registered post acknowledgement due. Tenders received by post will be considered only if the same is received by the Bank within the stipulated time in tender notice and the date of posting shall not be considered as date of receipt of the tender form.

7. Last date for submission of tender is 01.06.2018 up to 1500 hrs. The tenders will be opened on 01.06.2018 at 1600 hrs at the above mentioned address.

Tenderer participation is desirable at the time of opening of tenders. However, if representatives do not turn up at the appointed time and date, the tenders will be opened in their absence.

## SIGNATURE OF THE TENDERER

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

8. If the tender is accepted, the same will be intimated to the successful tenderer. The EMD deposited by him/ her shall be held as security deposit for due performance of the contract.

9. Successful tenderer will be required to deposit the full amount of the tender less the amount of EMD deposited along with that particular tender with in 05 working days or on or before the date and time specified in the letter/ telegram intimating acceptance of tender. Upon deposit of the full amount as aforesaid, and upon production of the intimation letters/ telegram, the tenderer shall take delivery of the vehicle. Failure to deposit the balance within time specified shall be construed as breach, and the earnest money deposit will be forfeited without prejudice to Banks right to claim damages 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 for the successful tenderer and the tenderer shall 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 the 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 exceed 7 days without prejudice to Bank's right to claim damage 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. 100/- per day of extension till the date of taking delivery of the vehicle shall be payable by the successful bidder.

11. If for any reason, the Bank considers the question of accepting the offer of the second highest tenderer, the EMD made by him/ them shall be withheld and if the Bank finally, decides to accept the offer of the second highest tenderer, the same shall be intimated to him. The terms and conditions regarding forfeiture, deposit of balance amount, etc. would be applicable to second highest tenderer also.

12. Subject to condition no. 11 hereunder EMD given by the other tenderers shall be returned to them either in person or by post within a reasonable time.

13. Indian Bank does not give any warranty as to description, condition as to the 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 all 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.

14. Obtention of "NOC" from other state RTOs for vehicles with other state registration and re-registration of such cars in other states is the responsibility of the buyer.

15. The tenderer shall have to verify the tax paid insurance cover, etc. from the documents of each vehicle available at the above address before submitting the tender. No further claims shall be entertained in this regard after the tender opening.

16. Tenders once submitted cannot be withdrawn on any account.

SIGNATURE OF THE TENDERER

17. The delivery of the vehicle shall be given only 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 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 amount in the tender forms are recommended to be filled both in words and in figures as otherwise the tender can be rejected. All corrections may be attested with date of such corrections. Complete address of the tenderer must be given in block letters.

19. The vehicle will be transferred in the name of the tenderer only.

20. Documentary proof of identity and address (preferably Xerox copies of voter's ID card/ driving licence/ ration card/ BSNL telephone bill or any other document accepted under KYC norms) should be submitted along with the tender form. If no such proof of identity/ address is provided, the bid shall be considered null and void.

21. 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.

22. The successful bidder has to bring the sale letter and other RTO forms.

SIGNATURE OF THE TENDERER

NAME :

ADDRESS: