

## इन्दौर विकास प्राधिकरण INDORE DEVELOPMENT AUTHORITY

No.IDA/GEM/2022-23/1

Date:02/02/2023

## **Auction Document**

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Sub: Disposal of Old & unserviceable Staff Car on GeM Portal

Sir,

Forward Auction on behalf of Indore Development Authority (IDA) is invited through GeM (Government e-Market place) portal from on "As is where is & what is basis".

LOT No.	Description of Vehicles	Qty.	EMD (Rs)	Offset Price (Excluding GST)
1	AMBASSADOR CAR (Diesel-2002) MP-09-HC-8183	1	5,000/-	14,000/-
2	AMBASSADOR CAR (Petrol-2007) MP-09-CA-0111	1	5,000/-	16,000/-
3	AMBASSADOR CAR (Petrol -2009) MP-09-E-5403	1	5,000/-	15,000/-
4	AMBASSADOR CAR (Petrol -2009) MP-09-CE-5589	1	5,000/-	22,000/-
5	MARUTI GYPSY (Petrol -2004) MP-09-V-6448	1	20,000/-	75,000/-
6	MARUTI VAN (2003) (Petrol) MP-09-HD-2844	1	5,000/-	20,000/-
7	MARUTI VAN (2003) (Petrol) MP-09-HD-2855	1	8,000/-	30,000/-
8	MARUTI SWIFT (2007) (Diesel) MP-09-CB-4899	1	25,000/-	90,000/-

Akhilesh Shukla Executive Engineer Indore Development Authority Mob. 98936 99222

## TERMS AND CONDITIONS

- 1. Bids will be accepted on GeM portal only.
- 2. Bidders should be Registered on the GeM portal to participate in the auction process.
- 3. BUSINESS RULES :

Inspection Date	18
EMD Submission Start Date	
EMD Submission End Date	
Auction Start Date	A 11 4APT21 113V1
Auction End Date	
Increment during Auction	A AAY URIN PUT
Increment during extended period of Auction	
No. of extensions	ADA
Maximum allowed by GeM Portal	<b>, , , ,</b>

- 4. The materials offered for disposal is on "As is where is & what is basis" Ex-yard at Indore Development Authority, 7, Race Course Road, Indore (MP) in unpacked condition.
- 5. Participation and bidding in the tender shall be treated as conclusive evidence of the fact that the bidder has inspected the items and documents pertaining to it and is satisfied in all respects regarding quantity, quality, and condition of the items.
- 6. The taxes (GST) & duties as applicable at the time of taking delivery by the successful bidder/bidders, which will be charged extra over the quoted bid. GST rate of 18% is applicable on Cars should indicate their GST number while quoting).
- 7. The bidder may inspect the materials on any working day between 10:30 AM to 04:30 PM between 06/02/2023 to 10/02/2023, except Saturday and Sunday by prior appointment to satisfy themselves about the quality & condition of the materials offered. Quantity of items may be increased or decreased. No complaint whatsoever will be entertained after the tenders are submitted or before or after the materials are lifted. No request for samples or inspection after submission of the tender will be accepted. In view of the 'As is Where is' condition bidders are advised to quote rates only after inspection of the items at the site.

8. Earnest Money Deposit as mentioned against the lot in the form of Demand Draft/RTGS in favour of "Indore Development Authority, Indore" should be submitted, copy of which must be uploaded/submitted along with the bid, failing which the bid will be rejected summarily without assigning any reason. The physical demand draft must be submitted to this office on or before the tender opening date, failing which the bid would not be accepted. The RTGS/NEFT details of office address, are as follows to enable you to make an electronic transfer: The proof of RTGS/NEFT transfer may be uploaded/submitted. In case demand draft has been drawn, the said demand draft should reach this office before the date of opening of the bid.

## Bank Detail of IDA for Submission of EMD Beneficiary

Name- Indore Development Authority, Indore Bank and Branch Name- Union Bank of India, IDA Branch, Indore (MP) Account number- 520704010070087 IFSC Code- UBIN0552071 MICR Code- 452026009

The payment methodology for making payment for the highest acceptable bidder would be the same as above.

- 9. If the bidder's offer is not accepted, the tenderer's EMD shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tender shall remain with the seller till payment of the SD money. It may be adjusted as part of the total SD money at the discretion of SDC.
- 10. The following documents should be uploaded / submitted:(a) Proof of payment of EMD(b) Price bid
- 11. The acceptance letter/sale order would be issued to the successful bidder(s) notifying the amounts and schedule of submission of SD.

- 12. Successful tenderers herein after referred to as purchasers, shall have to submit a security Deposit(SD) @ 25 (Twenty-Five) per cent of the total sale value of the contract within seven calendar days of the issue of the acceptance letter/sale order (excluding the date of issue) or pay 100% of the sale value. The SD shall be deposited in the form of bank draft, or through RTGS/NEFT drawn on any of the commercial bank in favor of officer concerned as mentioned in the instructions at sl. no (8) of the terms and conditions as above.
- 13. Bidders should clearly quote their rates.
- 14. BID EVALUATION: Bids would be evaluated and would be awarded to the highest bidder.
- 15. Balance Sale Value (BSV): The successful bidder will be allowed <u>14 (Fourteen) calendar</u> <u>days</u> (including the date of acceptance letter/sale order) for payment of BSV. The SDC after taking into consideration the prevailing market rates and trends may grant an extension of time for the payment of BSV with the late payment charges <u>@ one per cent</u> <u>per week</u> or part thereof <u>up to two weeks</u> only and, thereafter, the SD will stand forfeited without notice. Extension will not be granted as a matter of routine. The date of submission of the demand draft in the IDA is the date of payment for all deposited and subsequently found refundable to the purchaser under any of the conditions of the contract; and
- 16. <u>Delivery Order</u>: Delivery Order is an essential document required to be produced to take delivery of the material from the custodian and therefore after depositing BSV, the Delivery Order should be issued and the delivery should be made to purchaser or his agent on the strength of the Delivery Order and after verifying cashier's receipt.
- 17. The successful bidder is liable to <u>remove within 21 days</u> all the materials of awarded Lot from IDA premises. The labour, transport and other arrangements will have to be made by the purchaser at their own cost, risk and responsibility <u>between 10.00 AM to 5.00</u> <u>PM.</u>, on any working days. No picking, choosing or sorting will be allowed in the IDA premises. In case the material is not lifted within the specified time, a ground rent per day will be charged, <u>@ 0.5 per cent of the</u> sale value per day as per existing rule, from

the purchaser for a further period of <u>7 days</u>. If the awarded lot is not removed it will be treated as abandoned lot and appropriate action will be initiated against defaulter for such abandoned lot. IDA reserves the right to re-sell abandoned lot. The concerned bidder will not have any claim whatsoever about the abandoned lot.

- 18. Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.
- 19. While taking delivery of the material, the Purchaser shall be responsible for any damage that may be done to premises/fittings of the SELLER in the course of removing the lot purchased by them. The SELLER may at is option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the Security Deposit or may stop delivery of the material till payment is made.
- 20. SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative/labour etc. and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the laborers, who are engaged for loading the materials, if required.
- 21. If any accident or damage to the property /life etc. arises by reason of any act of negligence / omission / default or no-compliance with any of the Terms and Conditions or statutory regulations or rules and regulation applicable within the Seller's premises, on the part of the Buyer /his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer

shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

- 22. The seller's responsibility ends after the consignment has been loaded and handed over to the representative of the purchasers. The seller will be not be a party to any dispute that may arise after the loading has been completed.
- 23. Bid should be valid for a period of <u>90 (Ninety) days</u> from the date of opening of the tenders. (Note: If administrative approval is not received within this period, then the bidders may be asked for extension of validity of their bids).
- 24. The person authorized by the purchaser will be allowed to take delivery.
- 25. The address given in the Bid 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.
- 26. If any theft/fire/damage or any type of mishappening occurs within the period of award of lot and removing of materials from IDA premises the loss will be borne by the bidder. The IDA will not be responsible for loss, damage or deterioration of the material due to any cause, whatsoever within the said time.
- 27. The lot will be awarded to the highest bidder.
- 28. IDA reserves the right to cancel the Tender of disposal or withdraw a lot or part thereof from the sale without assigning any reason thereof. The seller reserves the right to accept/reject and cancel any bid, amend/withdraw the lot at any stage before or after acceptance of bid/issue of acceptance letter/sale order/delivery order / deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale. The highest bidder does not get any right to demand acceptance of his offer.

29. All disputes arising between the parties out of or in relation to the Acceptance letter and Delivery order or sale process shall be settled amicably. If, however the parties fail to resolve amicably, the same shall be referred to and settled through <u>Delhi International Arbitration Centre (DIAC)</u> through arbitration in line with <u>Arbitration and Conciliation Act 1996, amendments thereof of 2015</u> and any subsequent amendments.

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