

AUCTION SCHEDULE FOR THE CONDEMNED & UNSERVICEABLE VEHICLES OF WALMI

Issued against Receipt No._____Dt.

for Rs.400/- (Non refundable)

towards the schedule for the condemned & unserviceable Vehicle No.OR 02 7797 of WALMI.

In case the schedule is downloaded from WALMI website, the cost of the schedule of Rs.400/should be deposited in the form of demand draft in favour of Deputy Director, WALMI payable om Nationalized Bank at Cuttack/ Bhubaneswar.

> Signature of Issuing Officer of WALMI

11 (Eleven) paged document



WATER AND LAND MANAGEMENT INSTITUTE (An Autonomous Training Institute under DOWR, Govt. of Odisha) Pratapnagari, Telengapentha, Cuttack, Odisha, Pin – 754001. (0671)2586426, 2586432, Fax-:2586430 Email_Id: walmi_orissa@rediffmail.com Website: www.walmiodisha.com or www.walmiodisha.org

AUCTION SALE NOTICE NO.01/2017-18

Sealed quotations for individual lot in conformity with detailed schedule are invited from the intending individual/ firms/ agencies for auction sale of the following condemned & unserviceable vehicles of WALMI (Odisha) on "AS IS WHERE IS BASIS".

Sl. No.	Lot No.	Description of the condemned/ unserviceable vehicles	Qnty.	Upset Price (Rs.)	Earnest money deposit (Refundable) (Rs.)	Cost of Schedule (Non-refundable) (Rs.)
1	2	3	4	5	6	7
1.	Lot - 1	Maruti Van OR 02 7797 (Petrol driven)	1 No.	10,000.00	25% of quoted value	400.00
2.	Lot - 2	Maruti Van OAX 7156 (Petrol driven)	1 No.	8,000.00	25% of quoted value	400.00

(Two lots only)

The auction sale schedule & documents for individual item can be obtained in person from the office of the Deputy Director, WALMI, Pratapnagari, Cuttack or Room No.329 in the Office of the Engineer-in-Chief, (Water Resources), Sechasadan, Bhubaneswar on any working days on payment of the cost of schedule as mentioned in column – 7 of above table in cash or can be downloaded from WALMI Website: **www.walmiodisha.com or www.walmiodisha.org**. No auction documents shall received by post.

The quotations for individual lot will be received up to 12.00 Noon of 06.03.2018 in the above stated office and will be opened at 4.00 P.M on 06.03.2018 by the undersigned at WALMI in presence of the quotationer or their authorized representatives who wish to be present. The intending bidders may inspect the condemned & unserviceable vehicles in WALMI premises in any working days during the office hour before submission of their bid/ offer.

Sd/-Deputy Director, WALMI, Odisha Notice is hereby given that the condemned & unserviceable vehicles as specified in Schedule - D are intended to be sold through sealed quotation. The quotation will be opened in the presence of the Quotationer/ Bidders or their authorised representatives if they so desires on 06.03.2018 at 4:00 P.M.

The vehicles for sale through sealed quotation will be available for inspection of the bidders lying in WALMI on any working days during the office hour before submission of their bid/ offer/ Quotation.

1.	Maruti Van	OR 02 7797	
2.	Maruti Van	OAX 7156	

Offers for EACH individual lot should be accompanied with an earnest money of 25% of quoted value as per the special condition mentioned in Clause (B) of this schedule, failing which offer will not be considered. The quotationer/ bidder may opt for offering bid for a single vehicle.

GENERAL TERMS AND CONDITIONS FOR AUCTION SALE

SCHEDULE-A

- 1. "OWNER" means the Deputy Director, WALMI, Pratpnagari, Cuttack only.
- 2. The intending bidders shall be allowed to inspect the condemned & unserviceable vehicles advertised for auction sale before the date fixed for receipt of quotation during office hours only.
- 3. Successful quotationer/ bidder whose bid is accepted by the competent authority for disposal of the condemned vehicles will be termed as "PURCHASER".
- 4. All vehicles will be sold on "As is where is basis" Offers will be deemed to have been made on the clear understanding that intending bidder have satisfied himself/ herself fully in regard to the nature, conditions and the present status of the vehicles upon inspection or otherwise.
- 5. The owner reserves the right to withdraw at any stage from the intended auction sale either before or after the opening of the bid as specified in the schedule.
- 6. In the event of any dispute between two or more Quotationers/ bidders the lot in question may be put to re-quotation. Owner may refuse to sale or accept any offer to or from any person or persons without assigning any reasons for refusal.

- 7. The vehicles shall be and remain in every respect in the premises of the owner, but entirely at the risk of the purchaser from the date of acceptance of his/ her bid and until removal. Owner shall not be under any liability for safe custody or preservation thereof from the date of acceptance of the bid/ offer.
- 8. Delivery of vehicles shall be allowed during office working hours only. Owner shall be at liberty to refuse the delivery and in this respect the owner's decision shall be final and binding. Delivery will not be affected on public holidays including weekly holidays.
- 9. No person shall be allowed to submit quotation on behalf of another person unless he holds duly ,executed power of attorney from such other person or such persons in participating in the process of auction sale.
- 10. The officer holding the offer shall have the power to close the bid at any time.
- 11. All bidders/ Quotationers taking part in the auction sale or their authorized representatives shall sign in the opening register on the day of opening of offer.
- 12. Any offer accepted by competent authority shall be binding on the bidder. The competent authority shall not be bound to accept the highest or any offer.
- 13. No auction shall be completed until the competent authority has passed an order for accepting the offer and the bidder shall have no right to work under the auction sale until such order is passed.
- 14. The purchaser shall not be entitled to resale the vehicles while the vehicles are still lying within the premises of the owner.
- 15. Any arrear Road Tax of the condemned & unserviceable vehicles will be borne by the Bidder. If the Bidder agree to this conditions, then he/ she may offer his rate for the auction sale of the condemned & unserviceable vehicle of WALMI
- 16. The purchaser should apply for transfer of ownership of the condemned vehicle to the R.T.O, Cuttack or Bhubaneswar at his own cost and risk.
- 17. Plying of condemned vehicles on road without change of ownership after release of vehicles from the Campus of WALMI is the sole risk & responsibility of the purchaser only.

- 18. In case of any wrongful removal of any condemned & unserviceable vehicles by the purchaser, the owner shall be within its right to suspend further delivery to the purchaser until full compensation for such wrongful shifting has been made. The decision of the owner in this respect is final and binding to the purchaser.
- 19. All the vehicles auctioned for sale are only subject to availability at the time of execution of order.
- 20. Required P.O.L, shifting, towing, lifting, loading, unloading charges & charges for making the vehicles road worthy after acceptance of the high offer are to be borne by the purchaser at his entire risk & at his own cost.
- 21. Owner shall not be liable for or be found in any manner responsible for any representation or statement, which are not contained in the condition of auction.
- 22. The rate of the vehicle is to be quoted both in numerical and words. In case of doubt the rates quoted in words will be taken into consideration.
- 23. Canvassing in any manner is strictly prohibited, otherwise the offer is liable for rejection.
- 24. Besides the above conditions, such additional conditions as maybe necessary and prescribed from time to time by the owner shall also to be deemed as part of this transaction.
- 25. The vehicles listed herein (as shown in Schedule D) for disposal are lying unutilized for long period and damaged also. The authority shall not be responsible for clearance of any outstanding dues, arrear road taxes etc. if any claimed by any statutory body /agency after acceptance of quotation for disposal. It is the responsibility of the successful bidder to look after and bear such type of expenses after release of the vehicle to the purchaser.
- 26. The offer to be quoted by the intending bidder in Schedule D must be inclusive of all the expenses mentioned in Sl. No.15, 20 & 25.

SPECIAL CONDITIONS

(A) **INSPECTION & BIDDING**

Bidder who desires to offer his/ her rate for any lot must inspect the condemned & unserviceable vehicles before purchase of schedule for the quotation and before submission of offer. Doubt/ clarification/ views on any lot if any can be cleared by the J.E. (Mr. M. R. Swain) before submission of offer.

(B) <u>DEPOST OF EARNEST MONEY</u>

a) The Bidder is to deposit the required earnest money of 25% of the quoted value for a single as per his/ her along with the offer in favour of the Deputy Director, WALMI in the shape of Bank Draft/ Banker's Cheque /Time Deposit of any Nationalized Bank / NSC / PTD and shall be valid for a period of not less than 120 days from the date of opening of offer. Offer not accompanying with such deposit shall be rejected outright as non-responsive. Offers/ Bid must be accompanied with no relationship certificate to any of the employees of WALMI. Bidder wishes do bid offer for two vehicles has to furnish earnest money @ 25% of the quoted value for each vehicle.

- b) The earnest money of unsuccessful quotationers/ bidders will be refunded, on quotationer's request in writing after finalization of Auction sale.
- c) If, during the bid validity period of 120 days, the bidder/ Quotationer withdraws his quotation, the earnest money shall be forfeited. No claim will be entertained.

(C) <u>OPENING OF OFFERS</u>

Opening of the offers shall be conducted in the presence of the owner or his/ her authorized representative if they so desire. The decision of owner/ Committee empowered to accept the offer shall be final and binding on the Quotationers/ bidders.

D) <u>VALIDITY</u>

The validity of the offer is minimum for 120 (one hundred & twenty) days from the date of opening of offer. Validity of rate or offer can also be extended if agreed to by the quotationer and owner.

E) <u>ACCEPTANCE OF THE OFFER</u>

The acceptance of offer will be conveyed by the owner in writing to the successful bidder within the validity period.

The competent authority vested with power to accept the offer reserves the right not to accept the highest or any offer without assigning any reason thereof.

F) <u>DEPOSIT OF OFFERED VALUE</u>

The successful bidder will required to deposit an amount which together with the deposit of EMD made by him earlier will amount to 50% of the offered value as (EMD 25% at the time of bid + 25% again) initial deposit within seven days from the date of receipt of letter communicating the acceptance of the offer. Final deposit i.e balance 50% of quoted value of the value shall be paid by the successful quotationer within the period as stipulated by the owner.

G) <u>PENALTY</u>

(i) In case of successful bidder fails to pay the initial deposit i.e (25% of the quoted value) within the prescribed time limit, the earnest money deposited by the bidder will be forfeited.

(ii) Similarly failure to deposit the Final deposit i.e balance 50% of quoted value within the prescribed time limit, will entitle the forfeiture of the Initial deposit deposited by the bidder. In all such cases the name of the defaulting bidder shall be circulated to other Divisions/ Organistion so that such bidder will be debarred from any bidding in future.

H) <u>REMOVAL OF CONDEMNED & UNSERVICEABLE VEHICLES</u>

(i) Condemned & unserviceable vehicles shall be removed by the successful bidder within the prescribed time for the purpose, which will be communicated at the time of acceptance of the offer after full deposit of the bid amount is made by the bidder with owner.
(ii) As soon as, the full amount of bid money is paid by the purchaser he/ she should acquire requisite order for lifting the vehicles, etc. from the owner and it will be his/ her responsibility to look after the vehicles, at his own expenses and owner will not be responsible or any damage done by the way of pilferage or any other unforeseen calamity and no claim on this account will be entertained.

(iii) The vehicles shall be removed from the store by the purchaser himself or his agent duly authorized by him in writing on his behalf without any liability or any fraud or any such account on the owner.

(iv) In case the vehicles are not shifted from store/ premises of owner within th prescribed time period, ground rent @ 1 % of the bid amount for each day till final removal will be charged.

(v) In the event of the ground rent recoverable exceeds the sale price deposited, purchaser will cease to have any lien of the auctioned vehicles. The amount deposited towards the sale price will be adjusted towards the ground rent and the vehicles will remain absolutely the property of owner.

(I) <u>GST</u>

VAT @ 18% on offer value is to be paid alongwith the bid value to WALMI. No claim on tax exemption etc., in favour of the quotationer shall be entertained.

All statutory taxes / duties / licenses will have to be leviable as per prevailing tariff of Government of Odisha at the time of taking delivery by the purchaser.

(J)

EMD/ Initial Deposit/ Final Deposit/ GST amount shall be made in shape of Bank Draft / Banker's Cheque on any Nationalized Bank, EMD & caution money are to be duly pledged in favour of the Deputy Director, WALMI, payable at Cuttack or Bhubaneswar on any nationalized bank only.

(K)

Any dispute arising out of the sale, shall remain under the jurisdiction of Odisha High Court, Cuttack only.

AUCTION SALE NOTICE No.	01/2017-18 Dated.31.01.2018		
Name of the premises & Store Where the Vehicles are lying	Water & Land Management Institute, Odisha, Pratapngari, Cuttack (Odisha)		
Date for Sale of Auction Schedule & Place of Sale	From 06.02.2018 up to 12:00 Noon of 06.03.2018 at Office of the Deputy Director, WALMI, Pratapnagari, Cuttack & Room No.329 Office of the Engineer-in-Chief (Water Resources), Bhubaneswar.		
Date of receipt of offer & place	 (i) Office of the Deputy Director, WALMI, Pratapnagari, Cuttack (ii) Room No.329 Office of the Engineer-in-Chief (Water Resources), Bhubaneswar up to 12.00 Noon of 06.03.2018. 		
Date of Opening of offer & place	At 4.00 P.M on 06.03.2018 in the Office of the Deputy Director, WALMI, Pratapnagari, Cuttack.		
Particulars of Vehicle intend to be sold by the Owner (Enclosed) as per Schedule – D.	Maruti Van (OR 02 7797) (Petrol driven) & Maruti Van (OAX 7156) Petrol driven		
Offer Price by Quotationer (i) In figure (ii) In words (GST will be charged on offer price as extra)18%	Rs		

Signature of the Bidder

 Amount of earnest money deposited at the time of bid submission with details: 25% of quoted price in shape of Bank Draft No. Dt. on

3) Amount of bid:

Rs.

Highest offer of Sri

amounting to Rs.

For the vehicle

is recommended for acceptance

Deputy Director, WALMI Signature and designation of the Officer Empowered to recommend the offer

Highest offer of Sri amounting to Rs. is accepted

Director, WALMI

Signature of Bidder

Deputy Director, WALMI

SCHEDULE - C

To,

The Deputy Director, WALMI, Pratapnagari, Cuttack.

Sir,

I / We, have read, the Auction Sale Notice for condemned & unserviceable vehicle to be opened on 06.03.2018 at 4.00 P.M. in the Office of the Deputy Director, WALMI

A sum of Rs._____ (25% of quoted value) is hereby furnished in shape of ______ as earnest money along with the offer, I/ We do hereby undertake to deposit the Initial Deposit (25% of quoted value) as demanded within seven days after receipt of letter accepting the offer and on acceptance of the bid I/ We do hereby undertake to pay the Final Deposit amount (50% of bid amount) along with GST @ 18% of the offered value within the period as stipulated by the owner.

In the event of not depositing, the Final Deposit amount within the time prescribed, I/ We do hereby agree that WALMI shall without prejudice to any other right or remedy, be at liberty to forfeit my/ our Initial Deposit amount absolutely. I/ We have gone through the terms and conditions of this Auction prescribed in the schedule and agree to all those terms / conditions.

Signature of the Bidder

Date.

Detail Address of the intending bidder for postal communication with Mobile/ Land Line & $\rm E-mail$ address

Mobile/ Land line: E – mail address

Signature of Bidder

Deputy Director, WALMI

SCHEDULE - D

Quotation Schedule for Sale of condemned & unserviceable vehicles/ scrap materials of WALMI, Pratapnagari, Cuttack (Odisha)

Sl. No.	Description of vehicles	Up set price (Rs.)	Offer Price (In Rs.)		
			In Figure	In Words	
01/ Lot No.1	Maruti Van (OR 02 7797) (PetroL driven))	10,000.00			
02/ Lot No.2	Maruti Van (OAX 7156) (PetroL driven))	8,000.00			

(Two items only)

- GST 18% to be included.
- Bidder may quote for one or both the vheicle.