

GOVERNMENT OF ODISHA
OFFICE OF THE CHIEF RESIDENT COMMISSIONER
4-BORDOLOI MARG, CHANAKYAPURI
NEW DELHI-110021

No. 3937 /CRC.

Dated. 19-08-2017

AUCTION SALE NOTICE

SEALED quotations are invited from the intending bidders for auction of 2 (Two) cars of Odisha Bhawan, New Delhi on 21.08.2017 at 11 AM in the premises of Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi-110021 on "as is where is basis". The details of the vehicles are given below.

Sl. No.	Name of the vehicle	Model
1.	DL-2CQ-0113 (Hyundai Ascent)	2004
2.	DL-2CQ-5717 (Ambassador)	Ambassador Grand (BS-3)-2010

The bidders are requested to obtain the tender documents with details terms & conditions of auction sale on payment of ₹ 200/- (**Rupees Two Hundred only**) for the vehicles (on non-refundable basis) from the Reception, Odisha Niwas, New Delhi on payment of cash only.

1. The last date of sale the tender documents is on 30.08.2017 up to 5 PM.
2. Last date for submission of sealed tender documents is 31.08.2017 up to 1 PM. After that no tender documents will be accepted.
3. The sealed quotations will be opened on 31.08.2017 at 3 PM by the Tender Committee in the Conference Hall, Odisha Niwas basement in presence of the bidders or their representative.
4. The intending bidders may inspect the vehicles on any working day during office hours from 11 AM to 5 PM up to 30.08.2017.
5. The bidders are requested to go through the tender documents for detail information of the tender.

Memo No. 3938 /CRC. Dated, New Delhi, the 19-08-2017

H. Prasad
19.08.17
Manager, Odisha Bhawan

Copy to the Resident Commissioner of all State Bhawans located at New Delhi for information with are request to display in their Notice Boards for wide circulation.

Memo No. 3939(2) /CRC. Dated, New Delhi, the 19-08-2017

H. Prasad
19.08.17
Manager, Odisha Bhawan

Copy to Deputy Director (I&PR), Government of Odisha, New Delhi/ Notice Board of Odisha Bhawan/ Odisha Niwas/ Odisha Sadan/ Liaison Office for information.

Memo No. 3940 /CRC. Dated, New Delhi, the 19-08-2017

H. Prasad
19.08.17
Manager, Odisha Bhawan

Copy to Senior Programmer for information and necessary action.

H. Prasad
19.08.17
Manager, Odisha Bhawan

4. EVALUATION CRITERIA

The car will be disposed off on the basis of highest rates received for each vehicle. However, this office reserves the right to withdraw any or all the vehicles from the bidding process in case the Committee constituted for the purpose suggests that the quotes received are much less than the reasonable market price.

5. TERMS OF PAYMENT

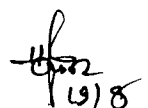
Successful bidders/s will deposit 25% of the bid amounts immediately after the bid and the rest within 7 days from the date of confirmation of bid. On failure to make payment, deposit including EMD shall be forfeited.

6. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY

Time is essence of the contract. The successful bidder must adhere to the time limit. Failure to deposit the requisite sum before the stipulated date/time will entail forfeiture of any deposit including EMD. After delivery of the vehicle, this office will not be responsible for any damages to the vehicle or person.

7. CONCILIATION/ARBITRATION

- 7.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Chief Resident Commissioner, Government of Odisha, New Delhi.
- 7.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by the Chief Resident Commissioner, Government of Odisha, New Delhi
- 7.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 7.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1966 and Laws of India as amended or enacted from time to time.
- 7.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.


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- 7.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings. Please sign on each page.

8. FORCE MAJEURE

- 8.1 In the event of either party being rendered unable by For Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 8.2 The term "Force Majeure" as employed herein shall mean acts of God, Fire directly affecting the performance of the Contract, Flood and Act and Regulations of respective government of the two parties, namely Odisha Bhawan and the Contractor.
- 8.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Forcde Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively.

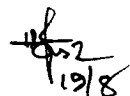
If deliveries are suspended by Force Majeure conditions lasting for more than 1 (One) month, Odisha Bhawan shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

- 8.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

9. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

10. No alternative offer shall be considered
11. The Chief Resident Commissioner, Government of Odisha reserves the right to annual the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders/s on the ground of action.
12. The Chief Resident Commissioner, Government of Odisha resaves the right to accept/ reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.


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