

Terms and Conditions of Sale :

- 1) The stocks may be inspected by the interested bidders with prior intimation/ approval. The stock shall be disposed of on “as is where is and whatever there is” basis.
- 2) Person signing the bid should state in what capacity he is signing i.e. sole proprietor, or partner of a firm, or as Secretary, or as Director of a limited Company. In case of partnership firm, the BID must be signed by all the partners. The person(s) signing the BID form or any other documents forming the part of the bid on behalf of another person shall produce proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person(s) in all matters pertaining to the contracts. In case of Limited Companies, it has to be submitted by Board Resolution of the company and bid should be signed by the person authorized in the resolution.
- 3) The bid duly signed on every page, is to be submitted in a sealed cover sent by post / courier, along with EMD of Rs. 10 Lakh payable by Bank Pay Order/ Demand Draft payable at Mumbai and drawn in favour of “The Deputy Collector, Land Acquisition, Mumbai City & Competent Authority” to the undersigned at his following address:
**Deputy Collector, Land Acquisition, Mumbai City & Competent Authority,
1st Floor, D.D.Building, Old Customs House, Fort, Mumbai- 400 001.**
Email-dycollectorlandacqmumbai@gmail.com Phone No. 022-22641411 & 022-22661231
Sealed Bid covers should be super scribed with the words “BID FOR RED CHILLY & BLACK PEPPER”, Separate envelop should be used for Red Chilly and Black Pepper.
- 4) The Competent Authority does not guarantee to make any definite quantity available to the bidder as quantity indicated is approximate. The material will be sold on “as is where is and whatever there is” basis on Ex-warehouse price by actual weighment.
- 5) The Competent Authority will not be responsible for obtaining permits from the State Government in favour of the buyer and will not accept liability for dispatching the stocks in absence of any permit.
- 6) The successful bidder will be liable to pay the VAT, CESS and other charges as payable under Central and State enactments. The successful bidder shall issue valid VAT certificates as may be applicable by themselves or through any agent for compliance of statutory liabilities including applicable VAT, CESS and other charges upon purchase of Materials.
- 7) The successful bidder will make his own arrangements for taking delivery and transportation and will not be entitled to claim any facility or assistance in this behalf from Competent Authority.

- 8) The successful bidder shall defend, indemnify and hold the Competent Authority harmless during and after the bid against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of any nature arising out of, resulting from any violation of any laws by the bidder or its punishment or any way connected with the acts of omission or commission or failure to perform obligations or any negligence relating to the bid.
- 9) EMD will be refunded without interest to unsuccessful bidders.
- 10) In case of successful bidder the EMD will be adjusted against the purchase price final payment provide the EMD is not liable to be forfeited for breach of any of these terms and conditions. Offers not accompanied with EMD will be rejected out rightly. Such bidders will not be allowed to participate in the process of sale.
- 11) Sealed covers will be opened before the Hon'ble City Session Court, Greater. Bombay (MPID Court), Court No.36, 3rd Floor, Fort, Mumbai-400001 on 22/04/2016 at 11.00 a.m. The bids should reach the office of the Competent Authority on or before 16/04/2016 by 05.00 p.m. The bidders may decide to remain present on the date of opening of the bids.
- 12) The successful bidder shall deposit the entire bid amount before lifting the commodity, and in any case the entire commodity should be lifted in 10 days time from the date of acceptance of bid or such extended period as the Hon'ble MPID Court may decide.
- 13) Only the highest bid will be accepted. The Hon'ble MPID Court may provide an opportunity for selected parties to improve pricing by inter-se bidding.
- 14) The Hon'ble MPID Court reserves all the right to refuse to open the bid covers, accept or reject any bid, or even to cancel the sale without assigning any reason and also to modify terms and conditions of sale without any prior notice.
- 15) Enquiries, if any with regard to the commodity and its sale can be made with the undersigned at his address / phone number given above. To the information with the undersigned the commodity is free from encumbrances. Still the intending bidders shall make their own independent enquiry about the same before submitting their bid.
- 16) The auction process will be monitored by the Hon'ble MPID Court.