

## **Invitation of Bids**

Price Quotations are invited from the market participants for auction of the following proposed materials:

<b>Sr. No.</b>	<b>Material</b>	<b>Location</b>	<b>Approx. Qty</b>
1	Castor Seed	Unjha - Siddhpur	161.25 MT
2	Chana	Ganj Basoda	4.00 MT
3	Chana	Vidisha	3.00 MT
4	Jeera	Unjha - Siddhpur	50.50 MT
5	Soybean	Vidisha	1.05 MT
6	Gunny Bags	Unjha - Siddhpur	55 Bundles

### **Auction Terms and Conditions**

The instructions to be followed for submitting the tender are set out below: -

1. The Bid document may be downloaded from the website as follows:  
[www.ibma.co.in](http://www.ibma.co.in)
2. At any time before the submission of proposals, Auction Committee may, for any reason, whether at its own initiative, or in response to a clarification requested by the bidder, carry out amendment(s) to the Documents. The amendment will be notified in writing or by Email or Fax to all Bidders and will be binding on them.
3. **SAMPLE OF CONSIGNMENTS :**  
The stocks may be inspected by the intending bidders on the authority of this bid form at the godown(s)/warehouse (s) on any working day wherefrom the delivery of the stocks shall be made. The stock shall be disposed of on “as is where is” basis.
4. **SIGNING OF BIDS :**  
Person signing the bid should state in what capacity he is signing the bid 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 part of the bid on behalf of another person shall produce a 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. If the person signing subsequently fails to produce the said Power of Attorney within reasonable time, Auction Committee may without prejudice to other Civil and Criminal remedies cancel the contract and hold the signatory liable for all costs and damages. In the case of Limited Companies, it has to be supported by Resolution of the company and bids should be signed by the person authorized in the resolution; the Common Seal of the Company should be affixed to bid documents.

5. SUBMISSION OF BIDS :

This bid document, along with Notice inviting bid and the appendices, duly signed on every page, are to be submitted in a sealed envelope addressed to the :

Managing Director & CEO

**Indian Bullion Market Association Ltd.**

FT Tower, CTS No. 256 & 257,

4<sup>th</sup> Floor, Suren Road, Chakala,

Andheri (East), Mumbai – 400 093

6. BID SCHEDULE

Bids will be received up to **1700 hrs on 3<sup>rd</sup> March, 2014** in seal envelope by post/courier or hand delivery. Envelope containing bids should specifically mention **“Bid Documents”**. Bid submitted after 1700 hrs. on the scheduled date will not be considered.

Auction Committee may at its discretion extend the deadline for the submission of proposals.

Date and time of opening of bid is **4<sup>th</sup> March, 2014 at 1000 hrs.**

7. The conditional bids are liable to be rejected.

8. ACCEPTANCE OF BIDS :

Auction Committee will auction proposed material to the highest bidders and it reserves the right to reject any bid / all bids without assigning any reasons. The contract, if any, which may eventuate from the bid, shall be governed by the conditions as mentioned in the bid document, its appendices and annexure, Notice Inviting Bid and acceptance letter.

The acceptance of the bid by the Managing Director & CEO or an officer authorized by him on his behalf shall constitute the agreement between the bidder and the IBMA and no separate agreement shall be required to be executed after the issue of the acceptance letter.

The successful bidder will be advised about the acceptance of his offer by way of letter/ Telegram/ FAX/ E-mail.

9. PAYMENT OF THE COST AND TAKING DELIVERY :

The successful bidders will be required to make upfront payment of the stocks within two (2) days from the date of issue of the acceptance letter, The successful bidders will have to take the delivery of the stocks within two (2) days from the date of communication (through post or an electronic media) of acceptance by the Managing Director & CEO, **Indian Bullion Market Association Ltd.**, FT Tower, CTS No. 256 & 257, 4<sup>th</sup> Floor, Suren Road, Chakala, Andheri (East), Mumbai – 400 093.

- I. The IBMA does not guarantee to make any definite quantity available to the bidder as quantity indicated is approximate.
- II. The material is sold on “as is where is basis” on Ex - warehouse price basis.
- III. The IBMA will not be responsible for obtaining permits from the State Government in favour of the buyer and will not accept any liability for dispatching the stocks in the absence of any permit.
- IV. The Purchaser will be liable to pay the VAT, APMC Cess and other charges as applicable under the VAT, APMC or other applicable Central and State enactments. The Purchaser shall issue valid VAT certificates as may be applicable by him/them or through any agent for compliance of statutory liabilities including applicable VAT and cess upon purchase of Materials.
- V. The buyer will make his own arrangement for transport and will not be entitled to claim any facility or assistance for transport from the IBMA. Delivery of the stocks will be made duly loaded in the trucks of the bidder at the cost of the Buyer.
- VI. Should the original buyer wish to take delivery of the stocks purchased, through a representative, he must authorize the latter by a letter of authority which shall be presented to the officer in whose charge the warehouse is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all case of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser’s sole responsibility and risk and no claim shall lie against the IBMA on any account whatsoever if delivery is affected to a wrong person.
- VII. The IBMA shall deliver stocks on 100% weightment basis or unit basis. The Weight Check Memo shall be prepared in triplicate and signed by the buyer or his representative in token of acceptance of quantity and quality. In case, delivery is given on unit basis, Nominated agency

shall require to certify the quantity. The successful bidders will be required to settle all payment before lifting the final delivery.

VIII. The stocks sold to a buyer shall be from the date of acceptance of the bid at his risk and IBMA shall not be responsible for the safe custody or preservation thereof.

10. CORRUPT PRACTICES:

Any bribe, commission, advantages offered or promised by or on behalf of the bidders to any officer/ employee/ servant of the IBMA, members of the auction committee then such bidders shall be debarred from the bid enquiry in addition to initiating criminal action. Canvassing in any form on the part of the bidder or on his behalf will also make his bid liable for rejection.

11. INDEMNITY:

The bidder shall defend, indemnify and hold IBMA harmless during and after the bid against any and all liabilities, damages, claims, fines, penalties, actions, procedures 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, negligence, breach, failure to perform obligations relating to the bid.

BID NO. \_\_\_\_\_ Dated : \_\_\_\_\_

FROM,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

**The Auction Committee**

**Indian Bullion Market Association Ltd.**

FT Tower, CTS No. 256 & 257,

4<sup>th</sup> Floor, Suren Road, Chakal,

Andheri (East),

Mumbai – 400 093

Dear Sir,

1. I/ We hereby offer to purchase from the IBMA the materials as per details in Appendix-II as you may specify in the acceptance of bid at the price quoted in Appendix-II and agree to hold this offer open up to and inclusive of \_\_\_\_\_20\_\_\_\_.
2. I/ We shall be bound by a communication of acceptance dispatched within the prescribed time.
3. I/ We have thoroughly examined and understood the terms and conditions of the bid issued by IBMA as contained in this bid document. I/ We shall be bound by the terms of both these documents.
4. A. My/ Our particulars are as follows :  
In case of Proprietorship / Partnership Firm:
  - i. Name (With Name of father In case of an individual)  
\_\_\_\_\_
  - ii. Business Name \_\_\_\_\_
  - iii. Constitution of the Firm, i.e. Registered under the Indian Partnership Act.  
\_\_\_\_\_
  - iv. Name & Address of all Partners and the extent of their shares  
\_\_\_\_\_

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Signature of Tenderer \_\_\_\_\_

In case of Company:

- i. No. & Date of registration Certificate \_\_\_\_\_
  - ii. Attach a copy of resolution of the Company authorizing this transaction  
\_\_\_\_\_
  - iii. Registered \_\_\_\_\_ office \_\_\_\_\_ address:  
\_\_\_\_\_
  - iv. Telegraphic Address and E- Mail I.D. \_\_\_\_\_
  - v. Telephone: \_\_\_\_\_
5. I/ We hereby offer to purchase from the IBMA and to take delivery of materials as per terms and conditions laid down in the bid document, the quantities of materials and at the price shown against warehouses as given in Appendix – III and subject to the condition governing such purchases as stipulated by the Managing Director, IBMA in the documents mentioned above which I/ We have read and understood and agree to abide by them.
6. The VAT/ Sales Tax and other taxes leviable on this sale shall be paid by me/ us in addition to the price offered as applicable under the State VAT/ Sales Tax Act.
7. I/ We agree to hold the offer open upto \_\_\_\_\_ and inclusive of \_\_\_\_\_ and if the said date be declared to be holiday for IBMA Office till the next following working day and shall be bound by the communication of acceptance dispatched within this time. I/ We further undertake that this offer shall not be retracted or withdrawn by me/ us hereafter \_\_\_\_\_.
8. I/ We hereby declare that the entries made in this bid form are correct to the best of my/ our knowledge and I/ We shall be bound by the Act of my/ our constituted Attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/ us in his status to carry on the business of the concern, whether an intimation of such change is given to the IBMA or not.
9. Acceptance of this bid by the Managing Director & CEO, IBMA or by an officer authorized by him dispatched within the prescribed time shall constitute a valid and legal contract between me/ us and the IBMA. No execution of a separate deed would be necessary.
10. I/ We hereby declare that we will abide by the terms and conditions governing the sale of material under this bid.

11. I/ We confirm that person(s) who has/ have signed below has/ have the authority to sign the bid and given above offer on behalf of M/s\_\_\_\_\_

Yours faithfully,

Signature of constituted

Attorney

(Signatures of Bidder(s) indicating capacity in which the Signatory is/ are signing).

Place:

Date:

---

Signature of Tenderer\_\_\_\_\_

## INDIAN BULLION MARKET ASSOCIATION LTD.

BID NO.: \_\_\_\_\_

NAME OF THE FIRM: \_\_\_\_\_

Sr. No.	Name of the Warehouse & State	Commodity/ Variety	Rate per Quintal/Unit (Rs. in figures)	Rate per Quintal/Unit (Rs. in words)	Weight in MT (net)/ No. of Units
1.					
2.					
3.					
4.					
5.					

SIGNATURE: \_\_\_\_\_



**DECLARATION**

To,

**The Auction Committee**

**Indian Bullion Market Association Ltd.**

FT Tower,

Chakala, Andheri (East)

Mumbai – 400093

**The Bidder hereby declares that:**

- I. The bidder is not:
  1. holding any shares and/or
  2. a member of the Board of Directors and/or
  3. an employee and/or
  4. relative or kin of the employee / Director of **Indian Bullion Market Association Ltd.**, Financial Technologies India Ltd., or its group entities / associate concerns and
- II. The bidder is not connected in any way in any entity where any employee, director, relative or kin of **Indian Bullion Market Association Ltd.**, Financial Technologies India Ltd., or its group entities / associate concerns has a stake of 1% or more.

Date:

Place:

Name:

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Signature of Tenderer \_\_\_\_\_