

TERMS AND CONDITIONS FOR OPEN AUCTION OF OLD OFFICE BUILDING STRUCTURES UNDER THE JURISDICTION OF SHRI MATA MANSA DEVI SHRINE BOARD, PANCHKULA.

The open auction is being conducted for the old office building structure, including all salvageable materials, lying adjacent to the Main Temple at Shri Mata Mansa Devi Shrine Complex, Panchkula, on an "**As Is Where Is Basis**", including demolition, removal of debris and complete clearance of the site.

1. **Eligibility for participation:** Interested persons/contractors/firms/agencies may participate in the auction by depositing a Registration-cum-Security Amount of Rs. 1,00,000/- (Rupees One lakh only) in cash or through Demand Draft drawn in favour of Shri Mata Mansa Devi Shrine Board, Panchkula, with Accountant, SMMDSB, before the commencement of the auction proceedings.
2. **Scope of work:** The work shall include safe demolition of the building structure and removal of all materials such as bricks, tiles, brick bats, stones, steel bars, railings, doors, windows, aluminum partitions, glass, sanitary fittings, wires, grills and other debris/malba lying at the site. The successful bidder shall carry out the work in a safe manner without causing any damage to adjoining structures or public property.
3. **Inspection of site:** The intending bidders are advised to inspect the site and assess the quantity and condition of materials before participating in the auction. No claim, dispute or representation regarding quantity, quality, condition or value of the material shall be entertained after submission of bid.
4. **Liability for damages:** The successful bidder shall be solely responsible for any loss, damage, accident, injury or mishap occurring during execution of the work. Any damage caused to adjoining structures, utilities, persons or property shall be made good by the bidder at his own cost and risk.
5. **Auction procedure:**
 - (a) The auction shall be conducted through open ascending bid method on the scheduled date and time at the designated venue
 - (b) Bidding shall commence from the Reserve Price of ₹3,10,000/-.
 - (c) Each incremental bid shall be in multiples of not less than ₹10,000/- (Rupees Ten thousand only) or such other amount as announced by the Auctioning Officer.
 - (d) The highest bid shall be provisionally accepted, subject to confirmation by the competent authority.
 - (e) The Auctioning authority reserves the absolute right to:
 - (i) Accept or reject any or all bids without assigning any reason;
 - (ii) Withdraw any item from the auction at any stage;
 - (iii) Postpone, adjourn, or cancel the auction without prior notice.
6. **Reserve price:** The reserve price for the auction has been fixed at Rs. 3,10,000/- (Rupees Three Lakh Ten Thousand only) excluding GST and other applicable taxes. GST and all other statutory taxes, duties, levies and charges, as applicable, shall be borne and paid by the successful bidder over and above the bid amount.
7. Bidders must furnish valid identity proof at the time of registration.
8. The successful bidder shall deposit 25% of the bid amount (exclusive of EMD) immediately after the auction proceedings, on the same day, failing which the bid shall stand cancelled

and the EMD forfeited. The balance 75% of the bid amount shall be deposited within three (3) calendar days from the date of issue of work allotment letter. Goods and Services Tax (GST) and any other applicable taxes, duties, cess, or levies as per prevailing rates shall be payable by the successful bidder, over and above the bid amount.

9. The Successful bidder shall furnish a Performance Security Deposit equivalent to ₹50,000/- (Rupees Fifty thousand only) or 10% of the bid amount, whichever is higher, in the form of a Bank Guarantee from a Scheduled Bank, valid for a period of six (6) months from the date of handing over possession, within seven (3) days of issuance of the allotment letter.
10. **Award of work:** The work shall be allotted to a single bidder/agency only.
11. **Default by highest bidder:** The security deposit of 1st three highest bidders will be retained. In case the highest bidder fails to deposit the full auction amount within the stipulated period, the offer may be made to the second highest bidder at his quoted rate. In the event of his failure, the offer may be extended to the third highest bidder. The Registration-cum-Security Amount deposited by the defaulting bidder shall stand forfeited.
12. **Statutory permissions:** The successful bidder shall obtain, at his own cost, all permissions, approvals, licenses, clearances and statutory compliances required from any Government Department, Local Authority or Competent Authority for execution of the work.
13. **Site clearance:** Upon completion of demolition, the contractor shall hand over the site in a clean and vacant condition, free from all debris, malba, scrap and waste material. The agency shall carry out all dismantling and demolition works in a safe, systematic, and scientific manner, employing trained personnel and appropriate machinery, in compliance with all applicable laws, rules, regulations, codes, and standards.
14. **Refund of security deposit:** The Registration-cum-Security amount of highest bidder shall be refunded only after successful completion of the work, clearance of the site in all respects and certification by the concerned officer of the Board. In case of failure to complete the work satisfactorily, the security amount shall be liable to forfeiture.
15. **Time for completion:** The entire work, including demolition, removal of material and clearance of the site, shall be completed within 60 (Sixty days) days from the date of deposit of 100% auction amount. the Successful bidder shall be liable to pay liquidated damages at the rate of ₹2,000/- (Rupees Two thousand only) per day for each day of delay, subject to a maximum of ₹50,000/- (Rupees Fifty thousand only) or the amount of Performance Security, whichever is higher.
16. **Safety measures:** The successful bidder shall ensure compliance with all safety regulations, labour laws and environmental norms during execution of the work. Necessary barricading, warning signs, site enclosure, protective equipment and safety arrangements shall be provided by the bidder at his own cost. Be solely responsible for the safety, health, and welfare of all workers, labourers, and personnel engaged by the Successful bidder, including compliance with all labour laws, payment of wages, insurance, and provision of safety equipment.
17. **Safety of adjoining structures:** The successful bidder shall take all necessary precautions to ensure the safety, stability and protection of all adjoining buildings, temple structures, roads, pathways, utility services, boundary walls and other properties located in and around the demolition site. Adequate shoring, propping, barricading, scaffolding and other protective measures shall be provided wherever required to prevent any damage during demolition operations. The bidder shall be solely responsible for any loss or damage caused to adjoining structures, properties, utilities or persons due to negligence, improper demolition practices or failure to adopt adequate safety measures. Any such damage shall be repaired/restored by the bidder at his own cost to the satisfaction of the Shrine Board, failing which the Board shall be

at liberty to carry out the necessary repairs at the risk and cost of the bidder, recoverable from the security deposit or any other amount due to him.

18. The Successful bidder shall indemnify, defend, and hold harmless the Auctioning Authority, its officers, employees, and agents from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with:
 - (a) Any injury, death, or damage to any person or property caused by the Successful bidder, their workers, agents, or sub-contractors;
 - (b) Any breach of applicable laws, rules, or regulations;
 - (c) Any negligence, default, or misconduct of the Successful bidder;
 - (d) Any damage to adjoining structures or third-party property;
 - (e) Any environmental damage, pollution, or contamination;
 - (f) Any labour disputes, claims, or proceedings.
19. **Approval of competent authority:** Mere acceptance of the highest bid or deposit of the full auction amount shall not confer any right upon the bidder for allotment of work. The auction shall remain subject to approval by the Chief Administrator, Shri Mata Mansa Devi Shrine Board, Panchkula.
20. **Jurisdiction:** Any dispute arising out of or relating to the auction shall be subject to the jurisdiction of the Courts at Panchkula, Haryana only.

Chief Executive Officer
Shri Mata Mansa Devi
Shrine Board, Panchkula