



NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Government of India Enterprise)

O/o The Executive Director
Material Management Wing
NEEPCO, Guwahati-781005

Tender for outright sale of the materials/equipment lying at NEEPCO Store Complex of
Lanka, Dist Nagaon, Assam
NIT & Information to Bidder

e-Auction Notice No. 02 Dtd. 21.6.2016

North Eastern Electric Power Corporation Limited, a leading Miniratna Category-I Public Sector Enterprise under the Ministry of Power, Government of India, invites online electronic bids from interested buyers for outright sale of the materials / equipment lying at NEEPCO Store Complex of Lanka, Dist Nagaon, Assam.

Description of materials / equipment & location etc.:

As per enclosed at Annexure-I

Total Reserve Price:

Total Reserve Price is Rs. 7542356/- (Rupees Seventy Five Lacs Forty Two Thousand Three Hundred Fifty Six only)

Terms and Conditions:

1. Materials/ equipment will be auctioned on "As is where is basis". All handling / transportation, dismantling, packing, loading / unloading and forwarding charges, internal freight, insurance etc. will have to be borne by the successful bidder. The transportation has to be arranged by the buyer at his cost.
2. The bid value shall be without taxes and duties. These shall be charged extra from the successful tenderer as applicable at the time of disposal/physical lifting by the purchaser.
3. **Sale will be affected on complete bulk purchase and no partial purchase will be entertained. The items shall be auctioned as a Single Package comprising of all materials / equipments as per the List of Materials in Annexure-I. Accordingly, Bidders shall quote their rate for the total package.**
4. **The detail procedure of the e-Auction is elaborated in the "Section-II : BUSINESS RULE & TERMS & CONDITIONS OF FORWARD AUCTION" of the Bid Document.**
5. Intending bidders may inspect the materials / equipment on as is where is basis lying at NEEPCO Store Complex of Lanka, Dist Nagaon, Assam on any working days from 20. 6.2016 to 12.7.2016 (9:30 AM to 05:00 PM) in consultation with **Sri Hameswar Nath, Deputy Manager, Drilling Division, NEEPCO Ltd., Lanka, Mobile - 9435365783**. The bidders should satisfy themselves with regard to quality and conditions of the materials / equipment before submitting their tenders and no complaint of any short whatsoever will be entertained afterwards in this respect while taking delivery of the materials / equipment or thereafter.
6. **Earnest Money:** All bids must be accompanied with Earnest Money @ 2% (two percent) of the Reserve Price of the materials / equipment (i.e. Rs. 150850/-) in the form of Demand Draft from Nationalised / Scheduled Bank payable in favour of NEEPCO Ltd., Guwahati. EMD in the form of cheque or any other form will not be accepted. Bids received without requisite Earnest Money shall be summarily rejected.
7. Bid / Bids of the highest bidder shall be entertained and the amount of Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against the sale price and balance amount of the sale price including taxes, duties, levies and other charges applicable, if any, at the time of disposal/physical lifting by the purchaser shall be deposited by the purchaser in full and in one lot, within 30 days from the date of issue of letter of award. The payment shall be made in the form of Demand Draft from Nationalised / Schedule Bank payable in favour of NEEPCO Ltd., Guwahati. Adjustment of any amount of any previous contract(s)/or previous EMD or previous bid amount shall not be allowed. The Earnest Money of unsuccessful bidder shall be released immediately on finalization of bids.
8. Re-sale of disposed off items by the buyer to another purchaser in the Corporation premises shall not be allowed / permitted.

Tel. No. 0361-2201586 Fax No.0361-2203187/2201608

Email-edmmneepco@gmail.com

CIN - U40101ML1976GOI001658



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9. Validity of the bids shall be for a period of 120 (one hundred twenty) days from the date of opening of bids.

10. DELIVERY OF EQUIPMENT/MATERIAL

- i) The purchaser should take delivery of all the equipment / materials purchased within 60 days from the date of issue of letter of award on production of proof of payment, failing which storage charges / ground rent shall be levied in addition to the sale price @ 2.0% of the sale price per month from the date of issue of letter of award.
- ii) In case the purchaser fails to lift the equipment / materials within 120 days, the Corporation will reserve its right to cancel the award and in such event amount deposited by the purchaser will be refunded after deducting storage charges / ground rent @ 2.0% of the sale price per month from the date of issue of letter of award.
- iii) Weighment for delivery of any equipment / materials sold by NEEPCO if needed shall ordinarily be made in the presence of an authorised representative of NEEPCO.
- iv) All weighments, accounting and loading of material will ordinarily be done by the purchaser at his own cost.
- v) Delivery of such equipment / materials shall not be made on the stores / premises where the other materials of the Corporation are stored. Further, weighment or counting should not be allowed for re-sale to another purchaser in the Corporation premises.
- vi) Minor mis-description or error in quantity than actually available will not invalidate the sale. No sale shall be invalidated by reason of any defect or fault in any of the equipment / materials. A proportionate refund will only be made to the purchaser when the weight or number delivered is less than the firm quantity indicated in the bid and bidder has made payment for the same.
- vii) In an event when it is considered difficult on the part of the Corporation to complete the delivery after the payment has been made due to any reason, proportionate refund of the value of the undelivered equipment / materials will be made to the purchaser, who will have no other claim like interest on payment deposited by him, including any claim for compensation from the Corporation. The proportionate amount so worked out shall be final and binding on the purchaser.
- viii) In case the full payment is not made within 30 days from the date of letter of award, the earnest money deposited by the successful bidder shall be forfeited by the Corporation without prejudice to the other contractual obligations and re-tendering shall be resorted to.

11. Participation in Bids

11.1 Portal Registration:

The bidders intending to participate in the instant e-auction / e-tendering and download Detailed Bid Document have to register themselves in the portal <https://neepco.abcpco.com>. Relevant information about the bidder required during the registration is available in the portal.

11.2 Vendor registration fee:

The fees for Vendor Registration in the portal is Rs.3000.00 (Indian Rupees three thousand only) per year.

11.3 Procedure for payment of registration fee and bid fee:

Bidders shall make payment of vendor registration fee of Rs.3000.00 (Indian Rupees three thousand only) at the following Account:

Name of account: E Procurement Account, NEEPCO Ltd.,

Account No. : 913020005982636 of Axis Bank.

IFS Code: UTIB0000270

Tel. No. 0361-2201586 Fax No.0361-2203187/2201608

Email-edmmneepco@gmail.com

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11.4 Bidders shall clearly indicate the head against which payment has been made at the above account in the following format:

(i)(Name of bidder) / NIB Nodated/ Registration fee

11.5 For any clarification related to e-auction, bidders are requested to contact:-

Phone No: 09864028617 / 09435543516 / 09577049052

e-mail ID : edmmneepco@gmail.com

Bidders may also contact e-Procurement Technologies Ltd. (Service Provider) having the following contact details:

e-Procurement Technologies Ltd.

A - 201-208, Wall Street - II / Opp. Orient Club

Nr. Gujarat College / Ellisbridge

Ahmedabad - 380015.

Gujarat, India

Tel : +91-79-40016866 837 838 821 867 891

Cell:- 91-9374519754 9377988119

12. Submission and opening of Bids:

12.1 The intending registered vendors shall submit their Bid online in <https://neepco.abcpocure.com>. The Bidder shall mandatorily submit the following to qualify for next stage of Bidding:

i) Original e-receipt of money paid against Vendor Registration Fee

ii) Bid Fee

iii) Earnest Money Deposit as specified in relevant parts of the Detailed Bid Document.

12.2 The Bidders who have submitted the requisite submittals as per the clauses mentioned above, shall be considered as Qualified and shall be permitted for participation in the next stage of Bidding. The qualified bidders shall be notified well in advance for participation in e-Auction to submit their price proposal.

12.2 Important Dates & Bid validity:

(a) Date of commencement of downloading of Detailed Bid Document from <https://neepco.abcpocure.com>: w.e.f. 10.00 Hours (IST) on 22.6.2016.

(b) End date & time for downloading of bid document: 18.00 Hours (IST) on 15.7.2016.

(c) Last date & time for receipt of online bids: Upto 12.00 Hours (IST) on 19.7.2016.

(d) Last date & time for receipt of offline documents: Upto 12.00 Hours (IST) on 19.7.2016.

(e) Date & time for opening of online bids: At 15.00 Hours (IST) on 19.7.2016.

(f) Bid validity: 120 (one twenty) days from the date of opening of bids

In the event the last date specified for submission of bids and date of opening of bids is declared as a closed holiday for NEEPCO, the last date for submission of bids and date of opening of bids will be the following working day at the appointed times.

12.3 Bidders are requested to visit <https://neepco.abcpocure.com>, NEEPCO website <http://www.neepco.co.in> and CPP Portal <http://www.eprocure.gov.in> regularly for any modification/clarification of bid document.

12.4 The bidders are requested to:

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- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS (Electronic Tendering System).
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS.
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS.
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.). The bidders are requested to submit the bid through online e-tendering system well before the bid submission end date and time as per Server System Clock. The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

13. ARBITRATION:

Except as otherwise provided in this Contract, all questions, disputes, or differences in respect of which the decision has not been final and conclusive arising between the Purchaser and the Corporation, in relation to or in connection with the contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

- i) The venue of Arbitration shall be at Guwahati.
- ii) Either of the parties may give to the other notice of intention to Commence Arbitration in writing of the existence of such questions, disputes or differences.
- iii) A dispute with the Purchaser shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection.
- iv) Where notice of intention to Commence Arbitration as to a dispute has been given in accordance with Sub-clause 13(ii) above, the parties shall attempt to settle such dispute amicably before the commencement of Arbitration. Provided that, unless the parties otherwise agrees, process of Arbitration may be commenced on or after the 30 (Thirty) days after the day on which notice of intention to commence Arbitration of such disputes was given, even if no attempt of amicable settlement thereof has been made.
- v) In case no amicable settlement is arrived at then within thirty (30) days of receipt of such notice of intention to commence Arbitration from either party, the ED (MM) or his successor in office, in-charge of work at the time of such dispute shall send to the Purchaser a panel of three Arbitrators and thereafter the Purchaser shall within fifteen (15) days of receipt of such panel, communicate to the ED (MM) or his successor in office, the name of one of the Arbitrator from such panel, and such a Arbitrator shall then be appointed as the sole Arbitrator by the Competent Authority.
- vi) The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be with held on account of such proceedings except to the extent which may be in dispute.
- vii) In the event of dispute or differences arising between one Public Sector Enterprise and a Government Department or between two Public Sector Enterprises, the above stipulation will not apply and the following shall be applicable as per the provision of DPE OM No. DPE/4(10)/2001-PMA-GL-1 dated 22.01.2004 or its amendments for arbitration:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the



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Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

14. The Corporation reserves the right to accept or reject any or all bids without assigning any reason thereof.
15. The Corporation reserves itself the right of withdrawal from sale of any equipment/materials before actual lifting of the equipment/materials without assigning any reason thereof. The purchaser, in such event shall have no claim except refund of the purchase price, including storage charges, if any, deposited by him.
16. Failure to adhere to any of the Conditions prescribed in the tender will disqualify the bidder.
17. NEEPCO's responsibility stands terminated on realisation of payment & order for lifting is issued.
18. Any condition put to the Tender at the time of bidding will not be accepted and the same will be rejected

Sr. Manager (C)
(Material Management)

Annexure-I

**Name of Work:- Outright sale of the materials / equipment lying at NEEPCO Store Complex
of Lanka, Dist Nagaon, Assam**

List of Materials

Sl. No.	Particulars	Unit	Quantity	Reserved Price
1	Greaves Water Pump Model-15 M Sl.No. 240	Nos.	1	160000
2	Greaves Drilling Machine Model-35S	Nos.	1	343000
3	L&T Drilling Machine M-325	Nos.	2	470000
4	L&T Water Pump Machine M-535	Nos.	1	17500
5	Jeep (i) ML-05/0148 (ii) ML-05/0149 (iii) ASH-354(Model-M&M)	Nos.	3	120000
6	Rock Drill Drilling Machine Model-TRD-80S	Nos.	1	170000
7	Voltas Drilling Machine M-35	Nos.	6	1296000
8	Voltas Pump Model-200-D1	Nos.	1	119000
9	Voltas Pump Model-200-D2	Nos.	5	812500
10	Water Pump M-RD-520	Nos.	1	210500
11	Mono Block Pump Make-Kirlosker	Nos.	1	10100
12	Ambassador No. AS-01/A-7280	Nos.	1	10000
13	S.A. Pistone Part No.-JH-20	Nos.	8	3400
14	Pistone Part No.-D-362	Nos.	8	3000
15	S.A. Pistone Part No.-JH-20	Nos.	8	3400
16	Pistone Part No.-D-362	Nos.	8	3000
17	Air Pass Swival	Nos.	1	585
18	Hexagonal Wrench	Nos.	2	750
19	Air Control Valve	Nos.	2	1110
20	G.I. Bend 40 mm dia	Nos.	3	278
21	G.I. Nipple 32 mm dia 25 long	Nos.	1	140
22	G.I.Nipple 25 mm dia 25 long	Nos.	22	2420
23	G.I.Nipple 19 mm dia 150 long	Nos.	1	175
24	G.I. Nipple 19 mm dia 50 long	Nos.	2	320
25	G.I. Nipple 19 mm dia 25 long	Nos.	1	110
26	G.I.Nipple 15 mm dia 225 long	Nos.	3	525
27	G.I.Nipple 15 mm dia 150 long	Nos.	10	155
28	G.I. Nipple 15 mm dia 75 long	Nos.	1	140
29	G.I. Reducer 50 to 40 mm	Nos.	1	120
30	G.I.Reducer 40 to 32 mm	Nos.	12	1320
31	G.I.Reducer 40 to 25 mm	Nos.	2	210
32	G.I.Reducer 40 to 15 mm	Nos.	12	1140
33	G.I.Reducer 32 to 25 mm	Nos.	5	788
34	G.I.Reducer 25 to 20 mm	Nos.	5	725
35	G.I.Reducer 25 to 19 mm	Nos.	6	840
36	G.I.Reducer 25 to 150 mm	Nos.	23	3220
37	G.I. Tee 15x15x15 mm	Nos.	3	623
38	Iron Joist 46x15x10 Cm. long	Nos.	2	2200
39	G.I. Nipple 80 mm x 6" long	Nos.	1	175

40	Reducer 80 mm x 25 mm	Nos.	1	140
41	G.I. Tee 50 x 50 mm dia	Nos.	4	820
42	G.I. Socket 80 mm	Nos.	6	480
43	G.I. Elbow 25 mm to 15 mm dia	Nos.	6	960
44	CGI Sheet (Cut pice)	Nos.	60	3000
45	Ridging	Nos.	19	475
46	Bench Vice	Nos.	1	425
47	Barrel Pump	Nos.	5	2625
48	Shoval	Nos.	4	1230
49	Boulder blaster	Nos.	2	150
50	Clamp spanner helco	Nos.	4	360
51	Die Cutter se 2.5"x4"	Nos.	1	200
52	Die Cutter se 1.5"x4"	Nos.	1	200
53	Die Cutter 1"x2"	Nos.	1	200
54	Flate File 14' long	Nos.	6	10500
55	File Triangular	Nos.	4	4400
56	Hole Men Air 5 Kg.	Nos.	1	50
57	Iron Post	Nos.	1	1000
58	Lubricator	Nos.	3	225
59	Measuring Cane 5 Ltr.	Nos.	2	150
60	Pressur Meter 21 Kg./sq.cm.	Nos.	1	850
61	Spade	Nos.	1	180
62	Syphone	Nos.	4	900
63	Tube Spanner for Helco	Nos.	3	915
64	Tubler post pipe	Nos.	35	35000
65	U Bolt	Nos.	7	490
66	Water Gallon meter-1	Nos.	4	500
67	Water Pressure Meter 10 kg./sq.cm.	Nos.	1	535
68	Water Pressure Meter 5 kg./sq.cm.	Nos.	1	475
69	Foot Wrench 7"	Nos.	2	450
70	Vice	Nos.	1	325
71	Gresws Gun	Nos.	2	100
72	Helco Wrench	Nos.	12	3900
73	Ax Flush Casing Pipe 5' Long	Nos.	2	445
74	Ax Casing Bit SPCX 60/80 CTS 9.00	Nos.	1	535
75	NXL D/T Core bit SPC 80/110 CTS 12.00	Nos.	2	2863
76	Plunger Rod for voltas pump	Nos.	12	45000
77	Washer plunger cup	Nos.	5	148
78	Flexible fuel pipe	Nos.	9	3078
79	Angle (ISA) 10.53 m long 110x110x8 mm	MT	0.087	85
80	Angle (ISA) 10.53 m long 110x110x8 mm	MT	0.0141	1353
81	G.I. Bend 25 mm dia	Nos.	4	50
82	G.I. Elbow 25 mm to 15 mm dia	Nos.	7	105
83	G.I. Nipple 25 mm dia	Nos.	6	90
84	R.S.Joist 125x75 mm	MT	0.13	1625
85	G.I. Tee 25 mm dia	Nos.	6	120
86	G.I. Union 25 mm dia	Nos.	15	435
87	Axe	Nos.	2	198

88	U Clamp(ball gog clamp)	Nos.	6	660
89	Table computer(wooden)	Nos.	1	750
90	Folding Table	Nos.	4	1000
91	Voltage stablizer	Nos.	8	4000
92	Inverter	Nos.	2	6000
93	Computer monitor	Nos.	22	5500
94	C P U	Nos.	19	9500
95	Computer Printer	Nos.	20	1000
96	Geyser 20 lts.	Nos.	1	50
97	Refrigerator 165 Lts.	Nos.	1	750
98	Pressure Cooker	Nos.	3	150
99	Bajaj Blower	Nos.	2	100
100	Fire extonguisher	Nos.	11	550
101	B.P. app mercurial type	Nos.	1	50
102	Personal weighing scale	Nos.	1	100
103	Stethoscope deluxe	Nos.	1	50
104	AX Flush Casing pipe 10' long	Nos.	4	1240
105	AX casing pin to AW rod box	Nos.	4	1820
106	AX Spilt tube sampler	Nos.	1	425
107	AX casing bit SPC 40/60 cts 9.00	Nos.	1	325
108	AX Casing shoe bit SPC 40/60 CTS 8.00	Nos.	1	305
109	A drill rod with coupling 10' long	Nos.	1	525
110	AW drill rod with coupling 10' long	Nos.	28	14700
111	AW drill rod with coupling 10' long	Nos.	4	1044
112	AW DT core barrel 10' long	Nos.	1	525
113	NW Water swival	Nos.	1	460
114	NW rod R/Tap(F) with NW rod Box	Nos.	1	325
115	NW Water swival bucket	Nos.	13	6825
116	NWM DT core barrel 5' long	Nos.	1	185
117	NX flush casing pipe with coupling 10' long	Nos.	4	1252
118	NX casing pin to NW rod box	Nos.	1	323
119	NX fish tail bit (2 Wings) AW rod box	Nos.	1	525
120	NX cross chopping bit N rod box	Nos.	1	297
121	NX DT core barrel 10' long	Nos.	4	1100
122	NXL DT starting barrel 2' long	Nos.	2	219
123	NXL DT core bit SPC 40/60 CTS 14.00	Nos.	1	1085
124	NXL DT core bit SPC 80/110 CTS 11.00	Nos.	2	3650
125	nxl dt r/SHELL spc 15/25 cts 8.00	Nos.	2	444
126	nx STARTING BARREL 3' LONG	Nos.	10	1450
127	Fire extonguisher	Nos.	1	100
128	Steel Book shelf pice	Nos.	6	7500
129	Steel file cabient	Nos.	1	1250
130	Steel file cabient	Nos.	1	1600
131	Pump	Nos.	1	600
132	Steel almirah door long pice	Nos.	3	2250
133	Steel almirah inner self reck	Nos.	15	16500
134	Store wall big	Nos.	2	14000
135	Grijar big	Nos.	1	1750

136	Steel trunk	Nos.	1	250
137	Portable colour TV Make Vidicon	Nos.	2	500
138	Genetor 650 Make-Sriram honda	Nos.	1	8750
139	Genetor Make-Birla Yamaha	Nos.	2	16700
140	Xerox machine	Nos.	2	9000
141	NX casing 10' long	Nos.	88	607983
142	BX casing 10' long	Nos.	23	
143	AX casing 10' long	Nos.	95	
144	NX casing 1' lonmg	Nos.	21	
145	NX casing 2' long	Nos.	37	
146	NX casing 3' long	Nos.	24	
147	AX casing 2' long	Nos.	12	
148	AX casing 3' long	Nos.	6	
149	Ax casing 5' long	Nos.	18	
150	BX casing 2' long	Nos.	22	
151	BX casing 1' Long	Nos.	12	
152	AW rod 10' long	Nos.	180	
153	AW rod 5' long	Nos.	12	
154	NW DT barrel 5' long	Nos.	25	
155	NX casing 10' long	Nos.	46	
156	BX DT Barrel 10' long	Nos.	16	
157	BX DT Barrel 5' long	Nos.	27	
158	BW Rod 10' long	Nos.	8	
159	NX Barrel 5' long	Nos.	13	
160	BX Casing 5' long	Nos.	29	
161	NX DT Barrel 10' long	Nos.	12	
162	AX Barrel 2' long	Nos.	2	
163	Perforated pipe 10' long	Nos.	25	
164	CGI Sheets 10' long	Nos.	107	
165	CGI Sheets 8' long	Nos.	199	
166	Godown No.-1	Nos.	1	170240
167	Godown No.-2	Nos.	1	240000
168	Godown No.-3	Nos.	1	300000
169	Godown No.-4	Nos.	1	300000
170	Work Shop	Nos.	1	600000
171	Office Building No.-1	Nos.	1	184320
172	Office Building No.-2	Nos.	1	244720
173	Residentail Building No.-1	Nos.	1	117600
174	Residentail Building No.-2	Nos.	1	201600
175	Residentail Building No.-3	Nos.	1	201600
176	Residentail Building No.-4	Nos.	1	75600
177	Semi Permanent Bldg.No.-1	Nos.	1	76800
178	Semi Permanent Bldg.No.-2	Nos.	1	76800
179	Semi Permanent Bldg.No.-3	Nos.	1	76800
180	Ceiling Fan	Nos.	21	8400
181	Plain Sheet	Pcs	5	875
182	Iron Post (Joist)	Nos	4	11200
Total				7542356

FORM-H: DECLARATION FOR FORWARD AUCTION

Compliance Statement

(To be submitted by the bidder along with Techno-Commercial Bid in their letter head duly signed & stamped)

To

The Executive Director (Material Management),
North Eastern Electric Power Corporation Ltd.,
NEEPCO Bhawan, R. G. Baruah Road,
Guwahati-781005, Assam, India.

We, _____ (Name of the bidder) hereby confirm having submitted our bid for participating in the NIB No. _____ . Dated _____ . floated by NEEPCO Ltd for the e-Auction of outright sale of the materials / equipment lying at NEEPCO Store Complex of Lanka, Dist Nagaon, Assam.

We also confirm having read the terms and conditions of the NIB as well as the Business Rules related to the Forward Auction for the NIB as published in the website.

We hereby undertake and agree by all the terms and conditions stipulated by NEEPCO (Seller) in the NIB document including all Annexure and the Business Rules for Forward Auction.

We shall participate in the online auction conducted by the Service Provider and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the Service Provider.

We hereby confirm that we will honour the bid placed by us during the auction process failing which the EMD will be forfeited. We also understand that NEEPCO may debar us from participating in future tenders.

We confirm having nominated the following person for participating in the Forward Auction with details as under

- a) Name & designation of the official
- b) Complete Postal address
- c) Telephone No. (Land line & mobile both)
- d) Fax No.
- e) E-mail id
- f) Name of Place/State/Country where from he will participate in the FA

We undertake that the company shall be bound by the bids made by the nominated person in the Forward auction.

We undertake to submit confirmation of last bid price by us to the Service Provider / NEEPCO Ltd. within 24 (twenty four) working hours of the completion of the event. We also undertake to submit the Total Cost of the List of Materials (Annexure-I of bid document) to NEEPCO / Owner / Seller) in terms of the NIB.

Signature with Company Seal
Company /Organisation
Address of Company/Organisation
Date:



NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A Government of India Enterprise)

Material Management Wing
NEEPCO, Guwahati-781005

*Tender for outright sale of the materials/equipment lying at NEEPCO Store Complex of
Lanka, Dist Nagaon, Assam
Business Rule & Terms & Conditions of Forward Auction*

BUSINESS RULE & TERMS & CONDITIONS OF FORWARD AUCTION.

SELLER NAME	North Eastern Electric Power Corporation Limited (NEEPCO)
AUCTION TO BE CONDUCTED BY	M/s. e-Procurement Technologies Ltd (Procuretiger).(ETL) A -201,Wall street 2, Opposite Orient club, Near Gujarat College, Ellis bridge, Ahmedabad 380006 Ph. No- 079 40016 802 /879/ 837 Fax no. 079 40016 876 www.abcprocure.com / www.procuretiger.com
DATE OF AUCTION	Forward Auction date and time shall be intimated to the qualified bidders after opening of Bid. Auction Website: https://neepcoauction.procuretiger.com
DOCUMENTS ATTACHED	1) Business rule for forward auction 2) Terms & conditions of Forward auction 3) Item Description (Annexure – A) 4) Process Compliance Statement (Annexure - B) 5) Price Confirmation Letter (Annexure - C) 6) Contact Information
SPECIAL INSTRUCTIONS	Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor NEEPCO will be responsible for any lapses /failure on the part of the vendor, in such cases.



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BUSINESS RULES FOR FORWARD AUCTION **GENERAL TERMS AND CONDITIONS OF FORWARD AUCTION**

Against this Notice Inviting Bid, NEEPCO will resort to **6**FORWARD AUCTION PROCEDURE i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed forward auction, **the Qualified Bidders as per the relevant Clauses of the Bid Document shall** be eligible to participate.
2. NEEPCO will engage the services of M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL), the service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet. The bidders may contact the service provider for necessary assistance and training.
3. Business rules like event date, time, start price, bid increment, extensions, etc. also will be communicated through service provider for compliance.
4. Vendors have to fax/e-mail the process compliance form in the prescribed format (**Annexure-B**) before start of Forward auction. Without this the vendor will not be eligible to participate in the event.
5. Forward auction will be conducted on schedule date & time.
6. At the end of forward auction event, the highest bidder value will be known on the network.
7. The highest bidder has to fax/e-mail the duly signed filled-in prescribed format (**Annexure-C**) within 24 hours of auction without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with NEEPCO as per prevailing procedure. In such case, the on-line bid value shall be considered for evaluation.
9. **The forward auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**



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Business Rule for finalization of the Auction

NEEPCO will finalize the Auction against this Tender through forward auction mode. NEEPCO has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmadabad, (ETL) who shall be NEEPCO's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Bid through a Declaration (Form-H, Section-III of Tender Forms & Data Sheet).

1. Computerized Forward auction shall be conducted by NEEPCO, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to E-Procurement Technologies Ltd.(ETL) furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either NEEPCO or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Forward auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. Please note that the start price of an item in online Forward auction is open to all the participating bidders. Any bidder can start bidding, in the online Forward auction, from the start price itself. Please note that the first online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or greater than the auction's start price by one increment, or greater than the auction's start price by multiples of increment.
3. ETL shall arrange to train bidder's nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Forward Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:**
Bidding will be conducted in Indian Rupees (INR).
5. **Starting/Opening Bid and Bid Increment:**
The opening price of the Auction shall be the specified Total Reserved Price.



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The bid increment value shall be notified in the Auction.

6. BID PRICE:

Bid Price shall mean the price quoted by a bidder during Forward Auction. The Bidder has to quote the Total cost to NEEPCO for the items specified. Calculation sheet, if any, to arrive at the Total cost to NEEPCO should be kept ready by the bidder.

7. Price offered by a bidder in Forward auction shall be a composite part of the Bid. Accordingly, the Bid validity period specified in NIB shall prevail.

8. Procedure of Forward Auctioning

- a. **Online English Forward (no ties) Auction {Forward Auction}:** NEEPCO will declare its **Opening Price (OP) which is equivalent to Total Reserve Price**, shall be visible to the all vendors during the start of the Forward Auction. You will be required to start bidding after announcement of Opening Price and increment amount. Also, please note that the start price of an item in online Forward auction is open to all the participating bidders. Any bidder can start bidding, in the online Forward auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or greater than the auction's start price by one increment, or greater than the auction's start price by multiples of increment. The second online bid and onwards will have to be greater than the last Accepted bid rate by one increment value, or greater than the last Accepted Rate by multiples of the increment value.
- b. The bid increment amount shall be specified by NEEPCO.
- c. English Forward (no ties) shall be for a **period of 2 Hours**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. **In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.**
9. Successful vendor shall be required to submit the final prices, quoted during the English Forward (no ties) exactly in **Annexure-C** (Price Confirmation) issued by NEEPCO/Service provider after the completion of Auction to NEEPCO, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction (or confirmed during TC bid evaluation).
10. During English Forward (no ties), if no bid is received within the specified time, NEEPCO, at its discretion, may decide to revise Opening price / scrap the Forward auction process / proceed and the award shall be decided based on Price Bids of the Techno-Commercially qualified bidders.
11. Bidders' bid will be taken as an offer to purchase the materials. Bids once made by bidder, cannot be cancelled / withdrawn and bidder shall be bound to purchase the materials (as per scope mentioned in The Bid document) at bidder's final bid price. **Should any bidder back out as per the rates quoted, NEEPCO shall take action as appropriate.**
12. Bidders will be able to view the following on your screen along with the necessary fields in the English Forward (no ties) {Forward Auction}:
- a. Leading Bid in the Auction (H1 Price)
- b. Bid Placed by you



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-
- c. Opening Price.
- d. Your rank in the auction.
13. At the end of the Forward Auction, NEEPCO will decide upon the winner. NEEPCO's decision on award of Contract shall be final and binding on all the Bidders.
14. NEEPCO shall be at liberty to cancel the Forward auction process / tender at any time, before ordering, without assigning any reason.
15. NEEPCO shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
16. Other terms and conditions shall be as per your techno-commercial offers and other correspondences /final confirmation against the NIB.
17. Vendors are required to submit their acceptance to the terms / conditions / modality given above before participating in the Forward auction as per **Annexure-B** (Process Compliance Form).
18. **LOG IN NAME & PASSWORD:**
Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
19. **HIGHEST BID OF A BIDDER:**
In case the bidder submits more than one bid, the highest bid will be considered as the bidder's final offer.
20. **AUCTION TYPE:**
English Forward Auction No Ties.
21. **DURATION OF AUCTION:**
The auction will be of 60 Mins. duration. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO BIDDER).
22. **BID INCREMENT:**
The maximum Bid increment shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid higher than the highest Bid in the auction by an increment, multiple of the maximum Bid increment or at least of maximum bid increment plus multiples of Bid Increment. Also, please note that the start price of an item in online Forward auction is open to all the participating bidders. Any bidder can start bidding, in the online Forward auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online Forward auction can be equal to the auction's start price, or greater than the auction's start price by one increment, or greater than the auction's start price by multiples of increment. The second online bid and onwards will have to be greater than the H1 rate by one increment value, or greater than the H1 Rate by multiples of the increment value.
23. **AUCTION WINNER:**
At the end of the Forward Auction, NEEPCO will evaluate all the bids submitted and will decide upon the winner.
24. **OTHER TERMS & CONDITIONS:**



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-
- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of NEEPCO to any other party.
 - NEEPCO's decision on award of Contract shall be final and binding on all the Bidders.
 - NEEPCO along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by NEEPCO and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - **All the bidders should have a valid digital certificate to participate in the online event. Under no circumstances will the bidders be allowed to participate in the online event without Digital Certificate.**



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ANNEXURE- A
(Item Description)

The total price quote against the List of Materials (Under Annexure-I of bid document) and the Auction Start Time & Close Time are as below:

ITEM DESCRIPTION:

Item	Total Quoted Price in Rs.	Opening Prices in Rs	Bid Increment in percentage	Opening Time	Closing Time
As per List of Materials indicated at Annexure-I of bid document		Will be Visible during e bidding	Will be Visible during e bidding	As per Schedule	As per Schedule



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Annexure- B

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before faxing/e-mail)

To,

Date:

M/s. e-Procurement Technologies Ltd. (abcprocure)
A -201, Wall street 2, Opposite Orient club,
Near Gujarat College, Ellis bridge,
Ahmadabad 380006

Sub: Agreement to the Process related Terms and Conditions for the Forward Auction

Dear Sir,

This has reference to the Terms & Conditions for the Forward Auction mentioned in the Tender document for(Name of Work)..... against NIB No. Dated

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Forward Auction as mentioned in NIB No. .Dated . of NEEPCO as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that NEEPCO and M/s e-Procurement Technologies Ltd, Ahmadabad (ETL), the Service provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either NEEPCO or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax/e-mail the price confirmation as per Annexure-C within 24 hour of the completion of the Forward auction and the format as requested by NEEPCO/ ETL.
- 9) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Date:

Name ñ

Company / Organization ñ

Designation within Company / Organization ñ

Address of Company / Organization ñ

Scan & Email this Document to: - NEEPCO



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Annexure -C
Price Confirmation

To,

The Executive Director (Material Management),
North Eastern Electric Power Corporation Ltd.,
NEEPCO Bhawan, R. G. Baruah Road,
Guwahati-781005, Assam, India.

Sub: *Final price quoted during Forward auction for(Name of Work)..... against NIB No..... Dated
.....*

Ref: 1. *Forward Auction Dated.....*
2. *Our Offer No. _____ Dt.*

Dear Sir,

We confirm that we have quoted.

1. _____

as our final cost for total quantity during the Forward Auction conducted on ã ã ã ã ã

Thanking you and looking forward to the valuable order from NEEPCO.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



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CONTACT INFORMATION

M/s. e-Procurement Technologies Ltd., Ahmedabad (ProcureTiger)	NEEPCO Ltd.
A -201,Wall street 2, Opposite Orient club, Near Gujarat College, Ellis bridge, Ahmedabad 380006 Phone No. : +91 79 40016 802 / 879/ 883 / 823/ 835 / 885 /891 /837/ 865/ 800 Fax no. 079 40016 876 Mr. Mahipal Jetavat Phone: 079-40016 867 E-mail : mahipal@procuretiger.com	E-mail: edmmneepco@gmail.com FAX No.: 0361 2203460.

Tel. No. 0361-2201586 Fax No.0361-2203187/2201608

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