

A U C T I O N N O T I C E No-3

NO: NEEPCO/DHEP/U&WD/T-41/2021-22/.230-36./

Date. 28/01/2022

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED proposes to dispose of 7(seven) Nos. CONDEMNED ROAD ROLLER AND TRANSPORT EQUIPMENT" on "as is where is basis". Details of the said vehicles are as under:

Sl.No	Registration No.	Model	Make & year of manufacture
1	NL05C-2451	JEEP (M&M)	OPM 4105, 1987
2	NL05C-1260	JEEP (M&M)	CJ4AAPN00067, 1989
3	NL05C-2226	MARUTI GYPSY	SJ411N113844, 1989
4	NL05C-1285	JEEP (M&M)	CJ4A4PN00070, 1990
5	NL05D-9442	NLW1208 (TRUCK)	344073231661, 1986
6	NL05C-3397 (NLW4193)	JEEP (M&M)	PN00075, 1990
7	J-11356	ROLLER	

- A. Accordingly, sealed quotations with validity of 120 (One hundred and twenty) days from the date of opening are invited for the disposal of said vehicles with the terms and conditions mentioned below. Persons/firms, interested in purchasing the above-mentioned vehicle, may submit their highest quotation in the enclosed proforma. The quotations addressed to the undersigned in a sealed cover should reach at Office of the Deputy General Manager (E/M), Utility & Workshop Division, DHEP, NEEPCO, Doyang, Dist. Wokha, Nagaland-799111 latest by 03:00 p.m of 27/02/2022. The cover should be prominently super scribed with the words "QUOTATION FOR PURCHASE OF CONDEMNED ROAD ROLLER AND TRANSPORT EQUIPMENT" .
- B. The vehicle will be available for inspection before tender submission from the date of issue of this Auction notice till the last date of submission of quotation on intimation to the department from Monday to Saturday except National Holidays/Bandhas from 10:00 hrs to 13:00 hrs and 15:00 hrs to 17:00 hrs of that particular working days.
- C. The quotation received in time will be opened in the office of the DGM(E/M), U&WD, DHEP, NEEPCO LTD., Doyang, Wokha, Nagaland. Pin-797111 on 03/03/2022(next 4 days of tender closing). The bidders or their representative (not more than one) may be present, if they so desire, at the time of opening of quotation. For details bidders can visit <http://www.neepco.co.in> .

D. TERMS AND CONDITIONS.

- 1) The Vehicle will be auctioned through a lot, not separately for each vehicle.
- 2) The vehicles will be sold on "as is where is basis". The auction process will be conducted in presence of Disposal of Goods Committee. The bidders will have to quote on and above the Reserved price of Rs 99,294.00 (Rupees Ninety Nine Thousand Two Hundred Ninety Four only) excluding GST/IGST/if any other as applicable.
- 3) No Earnest Money shall be submitted. However, bidder has to submit a Bid Security Declaration in the format enclosed as Annexure-A.
- 4) Quotations received without Bid Security Declaration will not be considered and shall be rejected.
- 5) The successful bidder will be required to deposit the bid amount by means of Demand Draft drawn in favour of NEEPCO Ltd., payable at SBI, Doyang, Wokha, Nagaland within 30(thirty) working days of the formal order for lifting the vehicle.
- 6) The bidder needs to submit a supporting document of residential status viz. Electricity Bill/Ration Card/Voter Identity Card/Passport/Driving License in case of individual and Registration Certificate in case of firms etc.
- 7) The Auctioned/sold Road Roller and Transport equipment' s i.e. vehicles will be removed by the successful bidder at their own expense within 07(seven) working days of depositing the bid amount and confirmation of receipt of the bid amount by the F&A Wing, DHEP, NEEPCO; and within 60(sixty) days of issue of latter of award.
- 8) The vehicle will be disposed of on "as is where is basis" and no guarantee for its worthiness or quality will be given by the corporation.
- 9) The successful bidder will also be responsible for getting the Registration Certificate of the vehicle transferred in his name at his name at his own cost expeditiously. The corporation will not be responsible for any lapse on his part in this regard.
- 10) The corporation will not owe any responsibility for transfer of vehicles and for any other liability for using these vehicles for commercial or any other purpose after sale.
- 11) If the successful bidder wants to scrap the vehicles, then he should have to submit the cut part of the chassis number to this office immediately.

Dismantling, packing, loading 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.

- 12) Re-sale of disposed-off vehicles by the buyer to another purchaser in the Corporation premises shall not be allowed/ permitted.
- 13) The bidder is not allowed to modify or withdraw bid after deadline for submission of bids, if they do so appropriate clause from the Bid Security Declaration will invoke.
- 14) The Bid value shall be without GST. These shall be charged extra from the successful tenderer as applicable at the time of disposal/physical lifting by the purchaser.
- 15) The corporation reserves the right to accept or reject any/all of the quotations without assigning any reason. Also 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) If any of the above-mentioned date happens to be holiday/Sunday/bandh, the Tenders will be received and opened at the same time as specified above, but on the next working day.
- 17) Failure to adhere to any of the Conditions prescribed in the tender will disqualify the bidder.
- 18) Bid Fee (non-refundable) of 500.00 (Rupees five hundred) shall be payable by demand draft in favour of NEEPCO Ltd. and payable at SBI Doyang Account no. 11846742042.
- 19) The Corporation will not be liable for any postal delay.
- 20) The Disposed Road Roller & Transport Equipment' s i.e. vehicles will not be allowed to be taken out from DHEP, NEEPCO premises on holidays, Saturdays and Sundays.
- 21) Proforma for offering rate for disposal of unserviceable vehicles is available at Annexure-B.

E. ARBITRATION:

Except as otherwise provided in the 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:

- 1) The venue of Arbitration shall be at Doyang, Wokha , Nagaland.
- 2) 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. Cont.

- 3) A dispute with the Purchaser shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and any rules made thereunder and to such other order or orders, instructions issued by the Government of India from time to time in this connection.
- 4) Where notice of intention to Commence Arbitration as to a dispute has been given in accordance with Sub-clause 2. (ii), the parties shall attempt to settle such dispute amicably before the commencement of Arbitration. Provided that, unless the parties otherwise agree, 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.
- 5) In case no amicable settlement is arrived at then within 30(thirty) days of receipt of such notice of intention to commence Arbitration from either party, the HOP of DHEP 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 in consultation with Corporate Law Wing and duly approved by the Competent Authority as per DOP and thereafter the Purchaser shall within 15(fifteen) days of receipt of such panel, communicate to the HOP DHEP 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 as per DOP.
- 6) The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.

F. DELIVERY OF VEHICLES

- 1) The purchaser should take delivery of all the equipment/materials purchased within 60(sixty) 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. The tender shall remain valid for a period of 120 days from the date of opening of the same.

In case the purchaser fails to lift the equipment/materials within 120(one hundred twenty)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.
- 2) The Auctioned Road Roller & Transport Equipment' s i.e. vehicles shall only be inspected in the presence of Departmental officer not below the rank of Senior Manager.

The Auctioned Road Roller & Transport Equipment' s i.e. vehicles will be handed over to the successful bidder by the DGM (E/M) U&WD and Auctioned Road Roller & Transport Equipment' s i.e. vehicles shall be lifted and removed from DHEP, NEEPCO premises by the successful bidder ordinarily in presence of DGM (E/M) U&WD, DHEP. Delivery of such vehicles shall not be made on the stores/premises where the other materials of the Corporation are stored.

- 3) 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 vehicles 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.
- 4) In such cases, the site finance and U&W Div. should invariably be consulted before communicating any decision to the purchaser. In case of auction, project may decide at its own level on such issues. The proportionate amount so worked out shall be final and binding on the purchaser.
- 5) In case the full payment is not made within 30 days from the date of letter of award, the Bid Security Declaration shall be invoked on the successful bidder without prejudice to the other contractual obligations and re-tendering shall be resorted to.

Deka
28/01/2022
Dy. General Manager(E/M)
Utility & Workshop Division
DHEP: NEEPCO Ltd., Doyang

Memo No. DHEP/NEEPCO/U&WD/T-41/2021-22/238-36/ Date 28/01/2022.
Copy to: -

1. The HOP, DHEP for favour of kind information please.
2. The General Manager(E/M), DHEP Doyang for favour of kind information please.
3. The Dy. General Manager(F), F&A Wing, DHEP for favour of information please. He is requested to send one of his representatives at the time of opening tender.
4. The Sr. Manager(C), Central Store Division, DHEP, Doyang.
5. The Sr. Manager(E/M), Workshop, he is requested to allow the intending bidder/bidders who have valid tender documents purchased from the undersigned for inspection of the vehicles.
6. The Asstt. Manager (IT) , DHEP, Doyang publication in web.
7. Notice Board.

Deka
28/01/2022
Dy. General Manager(E/M)
Utility & Workshop Division
DHEP: NEEPCO Ltd., Doyang

STC

Form B: Bid Security Declaration Form

Date: _____ Tender No. _____

To
The DGM(E/M)
U&W Div
DHEP, Doyang

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 3 (three) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract, if required.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) The receipt of your notification of the name of the successful Bidder; or
- (ii) (30)thirty days after the expiration of the validity of my/our Bid.

Dated :.....

(Signature & Seal)

Name:

For and on behalf of the Contractor

Full Address with e-mail___ /supplier.

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(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure-B

Full Name of the Bidder	
Address*	
Contact No.	
e-mail	

*Address should be complete and support with proof (Attested copies of Aadhar Card, Voter Id card etc.). The bidder should always be available for receiving communication at the given address.

I/we submit my/our highest quotations for unserviceable vehicles offered for auction.

Sl. No	Registration No.	Model & Make	Year	Amount offered in Figures	Amount offered in words
1	NL05C-2451	JEEP (M&M)	1987		
	NL05C-1260	JEEP (M&M)	1989		
	NL05C-2226	MARUTI GYPSY	1989		
	NL05C-1285	JEEP (M&M)	1990		
	NL05D-9442	NLW1208 (TRUCK)	1986		
	NL05C-3397 (NLW4193)	JEEP (M&M)	1990		
	J-11356	ROLLER			

I/we have carefully read the terms and conditions of the offer, particularly, regarding Bid Security Declaration and agree to abide by these in letter and spirit. The decision of the Disposal Committee of DHEP, NEEPCO, Doyang on any dispute arising out of the offer, shall be binding on me/us.

I/we agree invoking of Bid Security Declaration, if I/we fail to comply with all or any terms and conditions in whole or in part as laid down in this Auction Notice which would constitute and have force of a contract between me/us and the Corporation, if I/we am/are declared a successful bidder.

I/we hereby undertake that the vehicle will be used for bonafide/lawful purpose only.

Place.

Signature

Date:

Name: