

## **Tender Notice :**

(NIT NO : ADHPL/O.U./Const.Equipt/001

### **General Terms and conditions for sale of old & used Equipments: -**

The equipment will be sold on AS IS WHERE IS AND NO COMPLAINT BASIS only. All equipments are lying at our Hydro power project at Manali (HP) and would be on sale from 25<sup>th</sup> March to 29<sup>th</sup> April 2011. Interested parties can inspect the equipment on any working days (Monday to Friday) between 09 AM to 12.30 PM and 2 PM to 5 PM .Any further complaints regarding quality & quantity will not be accepted.

Contact Person: Mr.S.K Khare (Project Incharge)

A D Hydro Power Ltd.

Village - Prini, Post Office – Jagat Sukh , Tehsil- Manali, District- Kullu (HP) India

Ph.No. :+91 1902 250183-84, 253171 (EPABX)

1. All interested parties may submit the price Bid after inspecting the equipment in sealed cover addressing to the undersigned , duly indicating the Basic unit price of each item in Indian Rupees on Ex- AD Hydro Power Ltd.,Manali (H.P) basis.

Contact Person

: Mr. Suhel Dubey, Dy.Manager (Commercial)

A D Hydro Power Ltd.

Bhilwara Towers, A -12, sector -1,NOIDA-201301

Ph.No : +91 120-4390025 (D), 4390300 (EPABX)

2. Sealed Tender shall be accompanied by account payee bank Draft towards earnest money deposit (EMD) equal to 5% of bid value, drawn in favor of AD HYDRO POWER LTD, Payable at NOIDA, No tender would be considered without EMD. EMD will be adjustable in the sale price for the successful bidder. Unsuccessful bidder would be returned the EMD after closure of the sale period through payee draft. No interest shall be paid on EMD.
3. Bid value shall be without taxes and duties, which will be charged extra as per actual as applicable at the time of disposal and physically lifting by the purchaser. However in case of any further demand is raised by the Taxing Authority, in future in respect of sale of the equipments, the same shall be paid by the purchaser to Tax Department and if any liability comes on the Company, the same shall be made good by the purchaser by furnishing an undertaking by way of affidavit to this effect to the Company.
4. Sealed Tender completed in all respect along with EMD shall be received in the office of undersigned on or before 29/4 /2011 up to 04.30 P.M. The sealed envelope will be opened on the same day at 04.45 PM in the presence of bidders/their authorize representative who choose to remain present. The tender will be in two envelope system. 1<sup>st</sup> Envelope will contain EMD and 2<sup>nd</sup>. Envelope will contain price bid. The 1<sup>st</sup> envelope containing EMD will open first then after 2<sup>nd</sup> envelope containing price bid for only those tenders who fulfill EMD.
5. Company will not be responsible for any postal delay. In case of holiday on due date, next working day would be the due date for receiving and opening tender. Materials can be inspected at Store Deptt. ADHPL Manali on all office working hours between 9.30 AM to 4.30 PM. Tender shall be filled completely only in the enclosed format as in Annexure I (Schedule of Quantities).
6. The Equipments/Materials offered for sale are on "As is where is basis". Packing, loading and forwarding charges, internal freight, insurance etc. will have to be borne by the successful Bidders. The transportation has to be arranged by the buyer at his own cost. The purchasers are

requested to inspect the equipments/materials in advance at the location, Store Deptt. No complaint shall be entertained about the condition, quality, quantity, working order or effectiveness of any items. The Company does not take Guarantee/Warranty/Effectiveness of any item/stores.

7. All the offered rates shall be filled both in figures and words at "Schedule of Quantities" enclosed.
- 7.1 On selection of equipment the buyer shall have to take the surplus spares of the equipment at our purchased price along with store charges. The surplus spares are available at our project store at Manali.
8. The offered price shall be subject to our reserve price .
9. The sale shall be remaining valid for a period of 120 days from the date of opening of the same.
10. Failure to adhere to any of the conditions prescribed in the Sale will disqualify the tenderer.
11. The purchaser should take delivery of the equipments purchased within 60 days from the date of issue of letter of award on production of proof of payment. Failing which, storage charge/ground rent shall be levied in addition to the purchase price @ 2% of the sale price per month after 60 days.
12. The successful Bidders shall deposit the balance 95 % amount after adjusting the EMD in full and in one lot within 30 days from the date of issue of letter of award. 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 company without prejudice to the other contractual obligations. Adjustment of any amount of any previous contract(s)/or previous EMD or previous bid amount will not be allowed.
13. Re-sale of disposed off items by the purchaser to another buyer in the Company premises shall not be allowed/permitted.
14. All weightment, accounting and loading of materials will ordinarily be done by the purchaser at his own cost/arrangement.
15. ADHPL reserves itself the right of withdrawal from sale of any equipment/materials or to cancel/postpone the tender at any time without assigning any reason thereof. ADHPL also reserves the right to reject/accept any or all tenders including the highest bid, without assigning any reason. In such an event of rejection of bids the money already paid will be refunded to the intending purchaser without any interest.
16. All bidders/Purchases shall be deemed to have read and acquainted themselves with the conditions of sale and given bids subject to these conditions.
17. All successful bidders will be required to lift the materials after paying 100% payment along with taxes & duties within the specified time frame as intimated by ADHPL and failure to do so the security deposit will be forfeited.
18. For the personnel employed at the site of the execution of the work as per contract, insurance will be arranged by the Buyers. The Buyer shall comply with various provisions of the labour laws and be liable for the loss of any of the equipment, tool & tackles or injuries of his personnel for which insurance will be taken by their own.

## 19.0 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 parties and the companies, in relation to or in connection with the contract shall be referred for arbitration appointed as follows:-

- 19.1 The venue of arbitration shall be Adhpl site office at Manali (HP).
- 19.2 Either of the parties may give to the other notice in writing of the existence of such questions, disputes, or differences within 30 (thirty) days.
- 19.3 Within 30 days of receipt of such notice from either parties, ADHPL Project Incharge or his successor in office, in charge of work at the time of such dispute shall send to the party a panel of three persons (not employee of the Company) and thereafter the party shall within 15 days of receipt of such panel, communicate to Project Incharge the name of one of the person from such panel, and such a person shall then be appointed as the sole arbitrator by the Project Incharge.
- 19.4 Provided that if the party fails to communicate the selection of a name out of the panel so forwarded to him by the ADHPL Project Incharge then after the expiry of the aforesaid stipulated period the Project Incharge shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 19.5 The Arbitrator to whom the matter is originally refereed being transferred or vacating his office or being unable to act for any reason, than the ADHPL Project Incharge shall appoint another person to act a sole Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 19.6 The award of the arbitrator shall final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceedings shall be borne by the either party.
- 19.7 Where the amount of claim is Rs. 1.0 lakh and above, the arbitrator shall give reasons for the award.
- 19.8 The work under this contract shall continue during Arbitration proceeding and no payments due from or payment by the corporation shall be withheld on account of such proceeding accept to the extent which may be in dispute.
- 19.9 Subject to aforesaid all the provision of the arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and or time being in force shall apply to the Arbitration proceeding under this clause.

**SUHEL DUBEY**  
**A D Hydro Power Ltd.**  
**Dy. Manager (Commercial)**  
**Bhilwara Towers. A-12, Sector -1, NOIDA**  
**(NCR Delhi).**