



(GOVERNMENT OF ODISHA)

DEPARTMENT OF WATER RESOURCES

BID DOCUMENT FOR

**DISPOSAL OF UNSERVICEABLE
MAHINDRA DIESEL JEEP NO.OR-11-6446
(SPECIAL T&P MATERIALS)**

OF

DEO HEAD WORKS DIVISION, KARANJIA

**SUPERINTENDING ENGINEER
DEO HEAD WORKS DIVISION
KARANJIA**

Signature of the Bidder.

Superintending Engineer

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
DEO HEAD WORKS DIVISION, AT/PO: Karanjia, DIST: Mayurbhanj,
PIN-757037 (ODISHA), e-mail: eedhwd@gmail.com

AUCTION SALE NOTICE NO. DHWD- 01/2021-22

The Superintending Engineer, Deo Head Works Division, Karanjia, Mayurbhanj on behalf of Governor of Odisha invites sealed tender in conformity with the detail Auction Sale Notice from the intending Bidders having valid GSTIN & PAN for “Disposal of Unserviceable Diesel Jeep No.ORB-2043 & Mahindra Diesel Jeep No.OR-11-6446 (Special T&P material) of Deo Head Works Division, Karanjia”.

Sl. No	Name of work	Approx. Value of the materials (in Rs.)	Place of sale and receipt of bid documents	EMD to be furnished (in Rs.)	Cost of bid documents (in Rs.)	Period of completion of work (Lifting of materials)
1	2	3	4	5	6	7
1.	Disposal of Unserviceable Diesel Jeep No- ORB-2043 (Special T&P material)	35,056/-	1. Office of the Superintending Engineer, Deo Head Works Division, Karanjia.	1800/-	400/-	30 days
2.	Disposal of Unserviceable Mahindra Diesel Jeep No.OR-11-6446 (Special T&P material)	19,680/-	2. Office of the Chief Construction Engineer, Deo Irrigation Project, Karanjia	1000/-	400/-	30 days

1. The sale and receipt of the Bid document shall start on Dated. **22.12.2021** from 10.00 hours & will be closed on Dated. **24.01.2022** up to 16.00 hours during working days.

2. The Bids will be opened on Dated **25.01.2022** at 11.00 hours in the office of the undersigned in the presence of the bidders or their authorized agents who wish to attend. If the office happens to be closed due to unavoidable circumstances on the last date of sale & receipt/opening of the bids as specified, the bids will be sale & receipt/opening on the next working day at the same time and venue.

3. The Bid documents can be down loaded from the official Web site of Govt. of Odisha (named <http://www.orissagov.nic.in>) or may be purchased from all the offices mentioned against the table under column No.4 against a non-refundable fee towards cost of Bid documents, as indicated at Column 6 of the table

4. The authority reserves the right to accept or reject any or all bids without assigning any reason thereof.

5. Other details can be seen in the Bidding documents.

Signature of the Bidder.

Superintending Engineer

RECORD OF SALE OF TENDER DOCUMENTS

1. NAME OF WORK: "Disposal of Unserviceable Mahindra Diesel Jeep No-OR-11-6446 (Special T&P)" (Sl.No.2)

2. TENDER CALL NOTICE NO. : Auction Sale Notice No.DHWD-01/2021-22(Sl.No.2)

3. COST OF TENDER DOCUMENTS : Rs.400.00

4. CAUTION MONEY TO BE FURNISHED :

5. MONEY RECEIPT NO. & DATE :

6. DATE OF ISSUE OF TENDER DOCUMENTS :

7. STIPULATED DATE OF SALE & RECEIPT OF TENDER DOCUMENTS AS PER CALL NOTICE : During working days from Dated 22.12.2021 10.00 hours to Dated 24.01.2022 up to16.00 hours.

8. TOTAL NUMBER OF PAGES IN THE TENDER DOCUMENTS : 19 (Nineteen) pages

Signature of the Bidder

Superintending Engineer

(RECORD OF RECEIPT OF TENDER)

(TO BE FILLED UP AT THE TIME OF OPENING OF TENDERS)

1. DATE OF RECEIPT :
2. DATE OF OPENING :
3. NUMBER OF PAGES IN THE TENDER DOCUMENTS :
4. DETAILS OF E.M.D. WITH REMARKS (PLEGGED / UNPLEGGED) :
5. WHETHER CONTRACTOR REGISTRATION CERTIFICATE FURNISHED :
6. WHETHER I.T.C.C. FURNISHED :
7. WHETHER GST FURNISHED :
8. WHETHER NO RELATION CERTIFICATE FURNISHED :
9. WHETHER AFFIDAVIT IN ORIGINAL REGRADING AUTHENTICITY OF DOCUMENT DULY FILLED IN & FURNISHED :
10. WHETHER PAST PERFORMANCE RECORD IN THE PRESCRIBED PROFORMA DULY FILLED IN & FURNISHED :
11. NUMBER OF CORRECTION IF ANY WITH REMARKS (ATTESTED / UNATTESTED) :
12. NUMBER OF OVERWRITING IF ANY WITH REMARKS (ATTESTED / UNATTESTED) :
13. NUMBER OF OMISSION IF ANY :
14. NO. OF INTERPOLATION IF ANY :
15. WHETHER RATES QUOTED IN WORDS AND FIGURES TALLY :

Signature of the Bidder

Superintending Engineer

1. INVITATION

Sealed Tender in conformity with detailed Tender Call Notice are invited by the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist.Mayurbhanj-757037 on behalf of Governor of Odisha from intending and eligible Bidders, so as to be received between **10.00 hours of Dated 22.12.2021 to Dated. 24.01.2022 up to 16.00 hours** during working days in the Office of the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist.Mayurbhanj-757037 for the work "**Disposal of Unserviceable Mahindra Diesel Jeep No-OR-11-6446 (Special T&P material)**" of Deo Head Works Division, Karanjia.

Intending Bidders may obtain the tender documents from the offices mentioned above on payment of cost of documents of **Rs.400.00** (non-refundable) in shape of Cash / Money Order / Bank Draft drawn in favour of Superintending Engineer, Deo Head Works Division, Karanjia payable at State Bank of India, Karanjia, At/P.O: Karanjia, Dist: Mayurbhanj payable at State Bank of India, Karanjia Branch during office hours on working days from **10.00 hours of Dated. 22.12.2021 to Dated. 24.01.2022 up to 16.00 hours**. The Bid documents can be had by mail i.e. registered post / speed post on written request on payment of extra amount of Rs.500.00 towards postal charges. Department does not bear any responsibility for postal delay if any in delivery of tender document or non-receipt of the same time. Telegraphic tenders and tenders received after the due date and time will not be accepted.

The bid-documents can be down loaded from the official Web site of Govt. of Odisha (named ...[http\\www.orissagov.nic.in](http://www.orissagov.nic.in)) against non-refundable fee of Rs.400.00 towards cost of Bid document in shape of Demand Draft from any State Bank of India drawn in favour of Superintending Engineer, Deo Head Works Division, Karanjia, payable at State Bank of India, Karanjia, At/Po: Karanjia, Dist: Mayurbhanj and submit the Demand Draft in a separate envelop marked " Cost of Bidding documents down loaded from the Internet" with the Bid-document . The authority will not be responsible if any portion of the approved document available in the office of the Superintending Engineer, Deo Head Works Division, Karanjia is excluded or modified. The down loaded facility will be available from **Dated. 22.12.2021 10.00 hours to Dated. 24.01.2022 up to 16.00 hours**.

Signature of the Bidder

Superintending Engineer

The sealed tender documents received from **Dated. 22.12.2021 to Dated. 24.01.2022 up to 16.00 hours** in the offices mentioned above will be opened in the office of the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 on **Dated. 25.01.2022 at 11.00 hours** by the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 or an Officer authorized by him in the presence of bidders or their authorized representative.

The date of receipt and opening of tender documents may be extended before scheduled date of receipt & opening of Tenders by the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 if required on exceptional circumstances only.

Intending bidders may inspect the materials at departmental store of Deo Head Works Division, Karanjia during working days from 8.00 hours to 12.00 hours & 15.00 hours to 17.00 hours one week before the date fixed for receipt of bid after obtaining permission from the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037.

Intending bidders are required to deposit the required amount of EMD as indicated in the tender call notice along with the bid in shape of NSC / KVP / Postal Saving Pass Book / POTD / Deposit Receipt duly pledged in favour of Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 (Odisha) and shall be valid for the period not less than 120 days from the date of opening of the bid. Bid not accompanied with the EMD deposit shall be rejected outright as non-responsive. The Bid and accompanied documents should be in sealed cover. The Bid Identification No.DHWD-01/2021-22 should be written legibly on the cover with mention AUCTION DOCUMENTS FOR "**Disposal of Unserviceable Mahindra Diesel Jeep No-OR-11-6446 (Special T&P material)**" OF, DEO HEAD WORKS DIVISION, KARANJIA.

Bid must be delivered in the Tender Box having Identification No-DHWD-01/2021-22.

The Bidder shall furnish an affidavit in original along with the tender documents about the authenticity of all the documents furnished by him.

Signature of the Bidder

Superintending Engineer

SCHEDULE – A
(General Terms & Conditions of Sale of Tender Paper)

- 1.** "OWNER" means the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037,(Odisha).
- 2.** The intending bidders shall be allowed to inspect the materials advertised for sale prior to one week before the date fixed for receipt of the bid.
- 3.** All materials will be sold on "AS IS WHERE IS BASIS". Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition and quality of the materials upon inspection or otherwise.
- 4.** The Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 reserves the right to withdraw at any stage from the intended bid sale either before or after the opening the bid by whole or part of the quantity of the materials per number as specified in Schedule 'D'.
- 5.** In the event of any dispute between two or more bidders the materials in question may be put to re-tender. The Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 may refuse to reject or accept any bid from any person or persons without assigning any reason thereof.
- 6.** The materials shall remain in every respect in the premises of the owner, entirely at the risk of the purchaser from the date of acceptance of his bid and until removal. Owner shall not be under any liability for safe custody or preservation thereof from the date of acceptance of bid.
- 7.** Delivery of materials shall be allowed during official working hour of the owner. Owner shall be at liberty to refuse delivery and in this respect the owner decision shall be final and binding. Delivery will not be made on holidays and special holidays announced by the Government of Odisha from time to time.
- 8.** No person shall be allowed to bid on behalf of another person unless he holds duly executed power of attorney from such other person or such persons participating in the bid.
- 9.** All the bidders taking part in the bid or their authorized representative shall sign the bid opening register on the prescribed date.
- 10.** Any bid accepted by the competent authority shall be binding on the bidder. The competent authority shall not be bound to accept the highest or any bid.
- 11.** No bid shall be completed until the competent authority has passed order accepting the bid and the bidder shall have no right to work under the bid until such order is passed.
- 12.** The purchaser shall not be entitled to resale any lot or part of the lot while the goods are still lying within the premises of the owner.
- 13.** No picking and choosing will be allowed.

Signature of the Bidder

Superintending Engineer

14. In case of any wrongful removal of any materials by the purchaser the owner shall be within the right to suspend further delivery to the purchaser until full compensation for such wrongful lifting or amount has been paid. The decision of the owner in this respect is final and binding to the purchaser.
15. All materials tendered for sale only subject to availability at the time of execution of release order.
16. The purchaser has to make his own arrangement to lift the machineries to convenient size to load in the Truck or Trailer and loading, lifting, cutting etc. are to be done by the purchaser at his entire risk & at his own cost.
17. All the individual costs of lifting, loading etc. are to be borne by the purchaser
18. The owner shall not be liable for or be found in any manner responsible for any representation or statements which are not contained in the condition of the sale.
19. The purchaser will have to clear the entire lot in "AS IS WHERE IS BASIS" without leaving any piece of materials.
20. Besides the above conditions such additional conditions as may be necessary and prescribed from time to time by the owner shall also be deemed to form a part of his transaction. The scrap / M & E / T & P for disposal listed here in analyzing unutilized for pretty long period the authority shall not be responsible for clearance of any outstanding dues, taxes duties etc. claimed by any statutory body / agencies after acceptance of tender for disposal. It is the responsibility of the successful bidder to look after and bear such type of expenses.
21. The bidder shall have to furnish an affidavit in original along with the tender documents about the authenticity of all the documents duly sworn in before Executive Magistrate / Notary as per format enclosed in Annexure-I of Bid-document.
22. **DEPOSIT OF EARNEST MONEY**
 - a) Earnest money deposit of Rs.1000.00 (Rupees one thousand) only (5% of the amount put to bid) must accompany with each tender. The deposit shall be duly pledged in favour of Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 & in the shape of NSC / KVP / Postal Saving Pass Book / POTD & shall be valid for the period not less than 120 days from the date of opening of tender. Tenders not accompanied by earnest money deposit shall be rejected outright as non-responsive. The Successful bidder has to deposit 25% of the bid amount as caution money with the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 in shape of Demand Draft of State Bank of India drawn in favour of Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037, payable at State Bank of India, Karanjia Branch, within 7 days from the date receipt of letter of acceptance of the bid failing which, the EMD (5%) so deposited will be forfeited. The successful bidder has to deposit the balance bid value within 15 days from the date of deposit of caution money failing which the caution money of 25% will be forfeited.

Besides, in such an event the name of the defaulting bidder/s will be circulated for debarring from bidding in future.

Signature of the Bidder

Superintending Engineer

- b) The earnest money so deposited shall be refunded to the successful bidder within 30 days from the date of completion of the lifting of full materials as per release order.
- c) Earnest money of un-successful bidder will be released after finalization of the tender.
- d) If the Bidder withdraws his tender during the validity period, the E.M.D. shall be forfeited.

23. OPENING OF TENDER

The tender will be opened by the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037, in the office chamber of Superintending Engineer, Deo Head Works Division, Karanjia Opening of the tender shall be conducted in presence of the Superintending Engineer, Deo Head Works Division, Karanjia or his authorized Officer & the bidders or their authorized representatives. The decision of the officer / committee empowered to accept the tender shall be final & binding on the tender.

24. VALIDITY

The validity of the tender should be minimum for 120 days (one hundred twenty days) from the date of opening of tender. The bidders may require to extend their validity for the bid if situation wants.

- 25.** In case an agency has purchased the tender paper but not dropped the same, then in that case if situation wants, the agency may be required to explain the reason of not dropping the tender and the matter may be reported to the appropriate authority for suitable action.

26. ACCEPTING OF TENDER

Acceptance of tender will be conveyed by the Superintending Engineer, Deo Head Works Division, Karanjia, in writing to the successful bidders within the validity period. The competent authority vested with power to accept the tender reserves the right not to accept the highest or any tender without assigning any reason thereof to the bidder concerned.

27. DEPOSIT OF TENDER VALUE

The successful bidder will be required to deposit in one installment the total bid value (which includes 25% so deposited) within 15 days from the date of depositing the caution money.

28. PENALTY

In case the bidders fails to deposit the tendered value within the stipulated period as indicated at clause 27 above, the caution money deposited by the bidder will be forfeited.

29. REMOVAL OF MATERIALS

- i. Materials shall be lifted by the bidders within 30 days from the date of issuing release order by the owner.

Signature of the Bidder

Superintending Engineer

- ii. The materials are to be lifted as per condition of the Schedule-'E'. After the full amount of bid value is paid by the bidder he would acquire his requisites permits etc. from the owner and it will be his responsibility to look after the stores, at his own expenses and Department will not be responsible for any damage done by the way of pilferage or any other unforeseen calamity and no claim on this account will be entertained.
- iii. The materials will be lifted by the bidder himself or any agent duly authorized by him in writing on his behalf without any liability or any fraud on such account of the owner.
- iv. In case the materials are not lifted from the site within 30 days (Thirty days) from the date of issue of release order, the bidder has to deposit 1% of the bid value per days towards watch and ward charges and ground rent till completion of lifting of the materials.
- v. In the event of the watch and ward charges and ground rent exceeds the amount deposited for lifting of materials but not lifted, the purchaser will cease to have any lien on the authorized stock. The E.M.D. and amount deposited for the sale price shall be adjusted towards the watch and ward charges and ground rent and stores will be entirely the property of the owner.

30. GST / TAX ETC.

GST or terminal tax, excise duty or any such tax or duties what so ever payable to Central or State or Municipal / Local or other authorities shall be paid by the purchaser in addition to the purchaser offer price. Such deposit shall be made before issue of release order for lifting the materials.

All the statutory taxes / duties / licenses will have to be leviable as per the prevailing tariff at the time of taking delivery.

GST/ Income tax clearance / Pan card are to be produced by the purchaser before lifting of the materials. In case such documents are not submitted, permission will not be accorded to lift the materials.

The bidder whose bid is accepted has to pay the GST over the amount offer price as per GST Rule enforce at the time of depositing the cost of materials.

31. AGREEMENT

The successful bidder shall have to execute an agreement with the owner before lifting of materials as token of acceptance of the terms & condition specified there in Annexure-2 of Bid-document.

32. The Department shall not be held responsible for any accident to any workman / to any other individual during execution of disposal / lifting of materials.

33. JURISDICTION

Any dispute in connection with this tender is subject to jurisdiction at Hon' ble High Court of Odisha, Cuttack or Sub-ordinate Courts under High Court of Odisha at Bhubaneswar Only.

Signature of the Bidder

Superintending Engineer

SCHEDULE – B

Name of Division : Deo Head Works Division, Karanjia

Place of Store : Store at Deo Head Works Division, Karanjia

Last Date & time for receipt of bid : 24.01.2022 up to 16.00 hours

Date / Time of opening of bid : 25.01.2022 at 11.00 hours

Particulars of the stores
Intended to be sold by owner : As per Schedule 'D'

Offer Price by the Bidder : In figure Rs.....
(As per Schedule-D) : In words Rupees.....
.....)

Signature of the Bidder

Dated.

1. Name and Address of the Bidder
2. Amount of Earnest money deposited
3. Amount of Tendered Value

Signature of the Bidder

Superintending Engineer

SCHEDULE - C

To

The Governor of Odisha.

Sir,

I / We have read the notice of sealed tender for sale of materials as per schedule - 'D' of tender documents to be opened on Dated.25.01.2022 at 11.00 hours at Office of the Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 (Odisha) and condition of sale.

A sum of Rs.1000.00 (Rupees One Thousand) only is hereby furnished in shape of in shape of NSC / KVP / Postal Saving Pass Book / POTD / Deposit Receipt as caution money. In the event of my / our offer being accepted I / We do hereby undertake to deposit tendered value as demanded within 15 days (in one installment) as per conditions of Detail Auction Sale Notice after receipt of letter accepting the offer.

In the event of my / our depositing the amount of Tendered value within the time prescribed in the tender schedule. I / We do hereby agree that Govt. shall without prejudice to any other right or remedy be at liberty to forfeit the caution money deposit and amount deposited for lifting of materials but not lifted absolutely. I / We have gone through the terms and conditions of this sale and agree to all these terms and conditions.

Signature.....

Date.....

Address.....

Signature of the Bidder

Superintending Engineer

SCHEDULE – D

Name of work:- “Disposal of Unserviceable Mahindra Diesel Jeep No-OR-11-6446(Special T&P materials)” (Sl.No.2)

BILL OF QUANTITY

Sl. No	Description of materials	Unit	Qty	Rate(Rs.)		Amount (Rs.)
				In figure	In words	
1	2	3		4		5
	SpecialT&P Material					
1.	Mahindra Diesel Jeep OR-11-6446, Engine No.OS52423, Chassis No.CI500 01-4MS, DS 52423 with battery with spare wheel with tyre & tube, RC Book & Accessories as follows: Wheel Wrench-1 No., DE Spanner (12x13)-1 No., DE Spanner (10x11)-1 No.	No.	1			
Total						
GST @ 18%						

Total 1 (One) items only

Total Amount = Rs..... (Rupees.....) only

GST @ 18% = Rs..... (Rupees) only

Signature of the Bidder

Superintending Engineer

SCHEDULE - E

LIFTING OF MATERIALS

The Bidder is to start lifting of materials lying inside the store first and after completion of the same; the materials and machineries lying outside the Store Room are to be lifted. However the release order issued by the owner time to time will be final and binding on the part of the bidder.

Signature of the Bidder

Superintending Engineer

SCHEDULE – F

UNDERTAKING TO BE SIGNED AND FURNISHED BY THE BIDDER ALONG WITH THE TENDER

To,

The Superintending Engineer,
Deo Head Works Division, Karanjia
Dist-Mayurbhanj-757037

Sir,

1. Having gone through the tender schedule vide Auction Sale Notice No DHWD-01 of 2021-22 Dated 13.12.2021 I/We offer my/our rates without any deviation.
2. I/We undertake that I/We shall abide by all terms and conditions in the tender schedule without any deviation.
3. In the event of my / our tender accepted, I / We do hereby undertake to deposit the accepted tender amount and deposit the GST any other taxes duties, fees etc. as applicable over and above the gross amount with appropriate authority before lifting the materials within the stipulated period as per Schedule-'A'.
4. I / We do hereby agree that the Govt. will have absolute right to forfeit the caution money / EMD / Deposit etc. in case of failure to comply the terms and conditions laid down in Schedule – 'A'.

Yours faithfully

Place :

Date :

Signature of the Bidder
with date & stamp

Signature of the Bidder

Superintending Engineer

SCHEDULE – G

DETAILS OF DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER WITHOUT WHICH
TENDER SHALL BE REJECTED.

1. Caution money for Rs.....(Rupees.....
.....) vide account payee D.D. / Pay order No.....
Dated..... Issued by.....
..... Bank Bank in favour
of the Superintending Engineer.....
2. GST (Attested photo copy)
3. PAN Card (Attested photo copy)
4. No relation Certificate
5. Money receipt No..... dated.....
issued by in support of purchase
of tender schedule (In original)
6. Any other documents.

Signature of the Bidder

Superintending Engineer

AFFIDAVIT

Annexure 'A'

I, Sri.....Aged.....
years, Son/Daughter/Wife of Sri..... at
present residing At..... PO.....PS.....
Dist..... PIN do hereby solemnly affirm as follows.

i) That, I/We possess the Valid documents for Execution of works contract issued by
..... is valid up to
.....

ii) I am submitting tenders before the Superintending Engineer, Deo Head Works Division,
At/PO-Karanjia, Dist. Mayurbhanj-757037 for execution of following works in response to Auction
Sale Notice No..... /2021-22.

1.

2.

Etc.

iii) I am the authorized signatory for the bidders for the work/works mentioned above.

iv) I am swearing this affidavit that all tender documents and accompanying papers those being
submitted by me before the Superintending Engineer, Deo Head Works Division, Karanjia including
E.M.D. in any shape are all authentic and bonafied documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor /
Authorized Signatory

- Note * Mention the license issuing authority
- ** Mention the date up to which the license is valid
- *** Mention name of works for which tender is being submitted

Signature of the Bidder

Superintending Engineer

AGREEMENT FORM

Agreement

This agreement made the Day of 2021

Between
..... (name and address of Owner)
(thereafter called "the Owner" and
.....
..... (Name and address of Purchaser)

thereafter called "the Purchaser" of the part

Whereas the Owner is desirous that the Purchaser execute for Disposal of unserviceable Jeep No-ORB-2043 (Special T&P materials) of Deo Head Works Division, Karanjia and Superintending Engineer, Deo Head Works Division, At/PO-Karanjia, Dist. Mayurbhanj-757037 has accepted the Bid that the Purchaser for execution and completion of **"Disposal of unserviceable Mahindra Diesel Jeep No-OR-11-6446 (Special T&P materials) of Deo Head Works Division, Karanjia"** with the terms & conditions. (Terms & conditions enclosed)

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The common Seal of

Was hereinto affixed in the presence of:

Signed, sealed and Delivered by the said.....
.....
.....

In the presence of: (1)

(2)

Binding Signature of Owner

Binding Signature of Purchaser

Signature of the Bidder

Superintending Engineer

(Terms & Conditions)

1. "OWNER" means the Superintending Engineer, Deo Head Works Division, Karanjia.
2. The intending bidders shall be allowed to inspect the materials advertised for sale prior to one week before the date fixed for receipt of the bid.
3. All materials will be sold on "AS IS WHERE IS BASIS". Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition and quality of the materials upon inspection or otherwise.
4. The Superintending Engineer, Deo Head Works Division, Karanjia reserves the right to withdraw at any stage from the intended bid sale either before or after the opening the bid by whole or part of the quantity of the materials per number as specified in Schedule 'D'.
5. The materials shall remain in every respect in the premises of the owner, entirely at the risk of the purchaser from the date of acceptance of his bid and until removal. Owner shall not be under any liability for safe custody or preservation thereof from the date of acceptance of bid.
6. Delivery of materials shall be allowed during official working hour of the owner. Owner shall be at liberty to refuse delivery and in this respect the owner decision shall be final and binding. Delivery will not be made on holidays and special holidays announced by the Government of Odisha from time to time.
7. The Bidder shall have no right to handle any materials unless & until his Bid is accepted by the component authority and release order is issued.
8. The purchaser shall not be entitled to resale any lot or parts of the lot while materials are still lying within the premises of the owner.
9. No picking and choosing will be allowed
10. In case of any wrongful removal of any materials by the purchaser the owner shall be within the right to suspend further delivery to the purchaser until full compensation for such wrongful lifting or amount has been paid. The decision of the owner in this respect is final and binding to the purchaser.
11. All materials tendered for sale only subject to availability of the time of execution of release order
12. The Purchaser has to make his own arrangement to cut the machineries to convenient size to load in the Truck or Trailer and loading, lifting, cutting etc. are to be done by the purchaser at his entire risk & at his own cost. The tare & gross weight of the Truck is to be made in every instance.
13. All the individual costs of Loading & lifting etc. are to be borne by the purchaser.
14. The owner shall not be liable or be found in any manner responsible for any representation or statements, which are not contained in the condition of the sale.
15. The purchaser will have to clear the entire lot in "AS IS WHERE IS BASIS" without leaving any piece of materials.
16. The Department shall not be held responsible for any accident to any workman / to any other individual during execution of disposal / lifting of materials.

Signature of the Bidder

Superintending Engineer