

Clarifications to Bid queries-2 against NIB No. 290 Dated 13-08-2018 for “Supply of vehicle on monthly hire charge basis at Corporate Office, NEEPCO Ltd., Shillong”.

(This pre-bid clarifications shall form part of the bid documents and shall supersede the corresponding stipulations of the bid documents, wherever these are at variance)

Sl. No.	Reference of Clause No. of Bid Document	Bid queries	Clarifications by NEEPCO
1.	Clause 1 (Scope) of NIB (Section I of Bid Document)	<p>SCOPE:</p> <p>a. It is mentioned under the heading SCOPE that the vehicle will be taken on monthly hire charges basis and also required to go outside Shillong mostly in North East Region of the Country. However, there is no indication that how many and in which state of North East the vehicle will move. The permit fees are different in each state for commercial use of vehicle. Since, substantial amount is required to be paid as the permit fees on monthly basis without such payment the vehicle will not allowed to enter in these states. Hence, we sought your valuable clarification that whether the vehicle will run in all N.E. State or in specified NE states? This will require to determine the operating cost of the vehicles. Further, if the Company take private vehicle as it was done in all earlier plies who will be responsible to comply with the provisions of the Motor Vehicle Act, 1988 and who will bear penal and other consequences for violation of statutory and other cost of litigation due to such violation?</p> <p>b. It is also mentioned in the tender documents that vehicle will be made available for 24 x 7 hours. However, it is not mentioned that whether the driver will also be available 24x7 basis. It is known to all of you that there is statutory restriction for hour of</p>	<p>In respect of “Scope” in Clause 1 (Scope) of NIB (Section I of Bid Document), the following query-wise clarifications are given:</p> <p>a. It is clarified that the vehicle will run mostly in Meghalaya, Assam and Arunachal Pradesh only.</p> <p>b. As per the Scope given at Clause 1 of NIB, the vehicle shall be taken on 24 hours per day basis and the driver shall be provided by the supplier at no extra cost to NEEPCO. Accordingly, driver’s salary and other expenses etc. are to be included in monthly hiring charge of the vehicle as per Clause 8 (Hire Charge) of Section III: GTCC of Bid document. Accordingly, Bid stipulation shall prevail.</p>

		<p>work by one Driver. If the driver work beyond the prescribed working hour he will be required to be paid extra wages for his additional working hours. However, this aspect has not been considered in the NIT. Therefore, suitable modification/clarification is required to be considered for statutory compliances such as payment of minimum wages and other statutory dues to meet the suitable clarification in this regard that one or three drivers will be engaged for purpose of service.</p>	
2	<p>Clause 2 (Contract period) of NIB (Section I of Bid Document)</p>	<p>CONTRACT PERIOD: It is not mentioned in the contract documents that when the LOI will be issued. However, mobilization period is not given as it is required to procure new vehicle as per the specification of the company. The supplier will place the order only after obtaining the confirmation for supply of vehicles.</p>	<p>As per Clause 4 (Mobilization Period) of Section III: GTCC of Bid document, the contractor shall place the vehicle in the services of the Corporation within 30(thirty) days from the date of issue of Letter of Intent.</p> <p>After LOI, copies of relevant documentary evidence for purchase of vehicles from the authorized dealer(s) is to be submitted to the Officer-in Charge for confirmation towards placing of the vehicle in the services of the Corporation. If the supplier fails to place vehicles with 30(thirty) days from the date of issue of Letter of Intent, then the supplier has to justify the delay with documentary evidence from the concerned dealer. In any case, the placement/delivery of the vehicles to the Corporation should not be later than 90(ninety) days from the date of issue of Letter of Intent, otherwise, the LOI will be reviewed /cancelled.</p>
3	<p>Clause 4 (General Requirements) of NIB (Section I of Bid Document)</p>	<p>QUALIFYING REQUIREMENT: a. Among the prescribed documents it is mentioned that proof of ESIC and EPF registration also be submitted. Since the EPF and ESIC registration is required only in case where the total employee engaged is equal or more than the prescribed number of employee and where supplier has no specified</p>	<p>Registration with ESIC and EPFO shall be as per provision of the concerned act.</p>

		number of employees than whether submission of EPF registration is mandatory?	
4	Clause 8 (Hire Charge) of Section III: GTCC of Bid document	<p>It is also mentioned at para 8 of Note that hiring charges shall be inclusive all charges except of GST and the charges will be remain firm for the entire period of contract and the owner will bear all other running vehicle cost such as parking fees, toll taxes etc. Since, the toll fees and parking fees are based on usage of vehicle and without stating the usage or vehicle such fees are not determinable. Hence, we need following clarification.</p> <p>a. Whether, there is limit of toll tax and parking fees ? If yes, than what is the limit ? To determine the actual charges for toll tax and parking fees usage of vehicle is required to be specified. In absence of specific information it is not possible to determine total operating cost of hire charges. Therefore, we sought your valuable clarification that whether the toll tax and parking fees are payable by vehicle owner, if yes, than is there any limit on such charges on per day basis ?</p> <p>b. Whether there is any per day kilometer limit for the vehicle? This is required to determine cost of depreciation and other operating cost.</p>	<p>The charges for toll fee/tax and parking fees will be borne by the Supplier only. However, the same shall be reimbursed, at actual, on monthly basis, subject to submission of documentary evidence along with the monthly bills.</p> <p>Accordingly, the following modification in Clause 8 (Hire Charge) of Section III: GTCC of Bid document is given as below:</p> <p>(i) the last para i.e. <i>“Toll tax, Entry tax, Permit fee, for crossing border (ILP), if any, parking charges will be paid by Contractors/ Suppliers/Firms only.”</i> shall be read as below:</p> <p><i>“Toll tax, Entry tax, Permit fee for crossing border (ILP), if any, parking charges will be paid by Contractors/Suppliers/Firms only.</i></p> <p><i>However, the charges for toll fee/tax and parking fees shall be reimbursed, at actual, on monthly basis, subject to submission of documentary evidence along with the monthly bills.”</i></p>
5	Clause 14 (B) of Section III: GTCC of Bid document	Night halt charge shall be Rs. 350.00	<p>The existing provision “Night halt charge shall be Rs. 350.00” at Clause 14 (B) of Section III: GTCC of Bid document is modified as below:</p> <p><i>“Night halt charge shall be Rs. 350.00 only per night, which will be paid extra in addition to the hire charge.”</i></p>

Sd/-
General Manager (C)
I/c Contracts & Procurement