



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

NIT No.01/2018, Dated. 25/07/2018

DETAILED TENDER DOCUMENT

For

**Hiring of a Brand New
Mahindra Bolero, 4WD, BS4, Model: LX,
Diesel Version, Diamond White Color.**

***Sr. Manager (C)
O/o the General Manager (C)/ HoP,
Wah Umiam Stage-III HE Project, Mawsynram,
East Khasi Hills District, Meghalaya***

Registered Office: Brook Land Compound, Lower New Colony, Shillong- 793 003
Website: www.neepco.co.in, CIN - U4010ML1976GOI001658

DETAILED TENDER NOTICE FOR HIRING OF VEHICLE

NIT No.01/2018

Date: 25/07/2018

1. Sealed tenders in prescribed format are invited with minimum 180 (one hundred eighty) days validity from reputed suppliers/experienced contractors of Meghalaya for supply of one brand new **Mahindra Bolero, 4WD, BS4, model LX, Diesel version, Diamond White color** vehicle on monthly hire charge basis for a period of 03 (three) years.
2. The vehicle shall be utilized by NEEPCO officials, staffs and for any other purposes in connection with the affairs of the Corporation and shall be stationed generally at Mawsynram/Shillong and may be required to go outside from the place of the above station/location, but mostly within the North Eastern Region of the country. **The place for stationing of the vehicle may also change in the interest of Corporation's work.**
3. The duly filled bid should be submitted in a sealed envelope superscripted with "**Tender against NIT No. 01/2018, Dated. 25/07/2018** to the Sr. Manager (C), O/o GM (C)/ HOP, Wah Umiam Satge-III HEP, NEEPCO Ltd., Mawsynram, Meghalaya, Pin: 793113 either personally or by registered post only and should reach this office on or before due date. Further NEEPCO shall not be held responsible for any postal delay. The bids will be opened at the time and date as mentioned below in presence of bidder (s) or his authorized representative (if any).

Last date and time of receipt of the bids	12:00 Noon of 24/08/2018
Date and time of opening of the bids	02:00 PM of 24/08/2018

4. In case if there is any Holiday on the above mentioned date, the bid will be received /opened in the next working day at the same time as indicated above.
5. Issuance of tender documents shall not automatically construe qualification which shall be determined during evaluation. The corporation reserves the right to accept or reject all or any of the tenders without assigning any reason thereof and is not bound to accept the lowest bid.

GENERAL TERMS AND CONDITIONS

1. Scope of Work:

- 1.1 The scope of this contract shall include supply of **one brand new Mahindra Bolero, 4WD, BS4, model LX, Diesel version, Diamond White color along with driver** on monthly hire basis for a period of 03 (three) years for use in the O/o HoP, Wah Umiam Stage-III HEP, Mawsynram, Meghalaya, Pin: 793113.
- 1.2 The Vehicle shall be utilized purely for services of the Corporation on 24 hrs. per day basis. The vehicle shall be stationed generally at Mawsynram/Shillong and ply within the North Eastern Region of India as per the direction of the Officer-In-Charge of the vehicle. **As the vehicle shall be taken on 24 hrs per day basis, use of vehicle for supplier's personal interest shall not be permitted.**
2. **Mobilization Period:** The bidder shall place the vehicle in the services of the Corporation **within 30 (Thirty) days** from the date of issue of formal work order. In case the supplier fails to deliver the vehicle within the above stipulated period, his/her EMD/Bid Security will be forfeited.
3. **Duration of the Contract:** The vehicle shall be hired for a period of 3(three) years subject to review of performance at the end of every year and may be terminated if the performance of the vehicle and the driver is not found satisfactory, i.e. the vehicle is not maintained and not found economical in regard to fuel consumption as against offered in the tender and the driver is not punctual, refuses instructions of controlling officer or driving is not safe.
4. **Corrections and Alterations:** Price is to be quoted carefully. There should not be any over writing or use any correction fluids etc. Corrections if any in the entries of the tender papers shall be signed in full by the bidder with seal and date.
5. **Qualification requirement of Bidders:** Self attested copy of the following documents should be submitted along with the bid in order to ensure qualification:

- a) Valid Trade License
 - b) Copy of PAN card
 - c) Copy of IT return filed for the last financial year (if any).
 - d) Copy of GST registration.
 - e) Experience in similar line with documentary evidence (if any).
6. **Responsiveness of the Bid:** In order to determine the responsiveness of the bid, it must comply with the following conditions:
- a) **The original tender document issued by NEEPCO.**
 - b) **Tender document signed with seal by the bidder on all pages as specified.**
 - c) **Identity of the Bidder (three copies) as in Annexure – A, with photo wherever specified.**
 - d) **Earnest Money/Bid security for an amount of Rs. 40,000/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.**
 - e) **Tender fee (if downloaded) of Rs. 500/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.**
- Non submission of any of the above documents will result in rejection of the bid.
7. **Only successful bidder is required to submit the declaration on stamped paper as in Annexure-B**
8. **Bid Evaluation Criteria:** Only one bid against a party offering individual as well as under proprietorship/partnership firm shall be accepted. If any other bid is found to have same individual name already submitted against another proprietorship/partnership firm, it will be rejected. The contract shall be awarded to the bidder offering the lowest evaluated price in conformity with the requirements of the Bidding document.
9. **Hire Charge/Rate/Taxes:**
- 9.1 The monthly hire charge against the vehicle should be quoted only as per the price schedule enclosed at **Annexure-C**, considering the driver as skilled worker and its monthly salary shall be worked out **as per the notification of the Chief labour Commissioner (Central), Govt. of India issued vide letter No. 1/10(3)/2018-LS-H, dated. 3/4/2018.** The monthly hire charge shall be excluding the cost of fuel which shall be provided by the Corporation.
 - 9.2 **This hire charge will remain firm for the entire period of contract. The only variable component of the hire charge shall be the driver's salary, which shall be governed as per the rate of minimum wages for skilled workers (driver) as notified by the Chief labour Commissioner (Central), Govt. of India from time-to-time.**
 - 9.3 **The documentary evidence regarding payment of driver salary is required to be enclosed with the monthly hire charge bill.**
 - 9.4 GST, as imposed by the Government (State/Central) from time to time shall be paid extra on the whole amount on submission of documentary evidence. However, income tax as applicable will be deducted on the gross bill value of the supplier.
 - 9.5 The hire charge rate shall be quoted for full month basis along with acceptance of all terms and condition of NIT. The rate shall be inclusive of all charges i.e. insurance, registration of vehicle, road tax, repair & maintenance, periodical servicing, drivers salary **(as notified by the Chief labour Commissioner (Central), Govt. of India dated. 3/4/2018)** including its expenses, accommodation of driver, EPF contribution of employee (@12% of salary of driver), watch & ward etc., and any other incidental expenses, etc. of the vehicle.
 - 9.6 Prices/Rates should be quoted both in words and in figures, as per the format of the tender documents. **In case any discrepancy/difference arises between the price quoted in figures and words, price quoted in words will be considered for evaluation purpose.**
10. **EPF:** Employers EPF contribution on the salary of the driver @ 12.69% will be borne by the corporation. The employee contribution towards EPF @ 12% will be deducted from contractor's bill, if proof of PF registration has not been submitted by the contractor. The contractor is also required to submit details of PF deduction statement at the time of submission of bill.

11. **Earnest Money/Bid Security:**

- 11.1 Each bid shall be accompanied with Bid Security/Earnest Money Deposit (EMD) for an amount of Rs. 40,000/- (Rupees forty thousand) only in the form of demand draft from a Nationalized bank/Scheduled bank, drawn in favour of NEEPCO Ltd., Shillong, which shall be valid for a period of at least 180 days.
- 11.2 No interest will be paid on EMD/Bid Security in any form, to the bidders by the Corporation.
- 11.3 The EMD/Bid Security of the unsuccessful bidder shall be refunded without any interest after signing of the Contract Agreement with the successful supplier.
- 11.4 The EMD/Bid Security will be forfeited in case the bidder withdraws the offer for any reason whatsoever after the bid opening and during the period of Bid validity and extension/extensions thereof or in the case of successful Bidder, if the bidder fails within the specified time limit to sign their agreement or in case if any false statement or document is furnished by the bidder or if the successful bidder fails to place the vehicle in the Corporation within 30 (thirty) days from the date of issue of formal order.
12. **Security Deposit:** The EMD submitted for an amount of Rs. 40,000/- (Rupees forty thousand) only by the successful bidder shall be retained as security deposit. The Security deposit shall be released by the Corporation within one month after expiry of contractual period.
13. **Night Halt Charge:** In case of night halt on outstation duty of the driver, a lump sum daily allowance of **Rs.300/- (Rupees Three Hundred)** only per night will be paid extra in addition to the hire charge.
14. **Model:** The model of the vehicle should be as per offer and as delivered from showroom as already mentioned above.
15. **Insurance:** The vehicle must have valid and proper insurance policy including under comprehensive policy to cover all risks and to be renewed from time to time by the owner at his cost. Vehicle without having valid and proper insurance will not be taken on hire.
16. **Availability:** The hired vehicle shall be available for all the seven days in a week for round the clock use as per requirement of the Corporation. **No extra charges for holidays and Sundays will be entertained.**
17. **Compliance of Regulations:** The supplier shall accept full responsibility for compliance of statutory regulations/rules/acts etc., of whatsoever nature of the Central Govt./State Govt. /Local bodies, District and Municipal authority for taxes, toll tax, road permit, pollution control certificate, service tax, insurance policy etc. **Further it would be obligatory on the part of the supplier to pay the driver the Minimum wages for skilled worker as notified by the Chief labour Commissioner (Central), Govt. of India from time-to-time.**
18. **Breakdown and Repair:**
- 18.1 In the event of breakdown/repair of the vehicle, alternative similar good condition vehicle shall be provided by the Supplier immediately. However, suitable time will be allowed by the Corporation for taking up such repair after mutually agreed upon. The cost of fuel required for journey to the garage and back and for testing of the vehicle shall be borne by the Supplier. When the vehicle is sent for repair and not reported back for duty within the specified time from the date of breakdown as already mentioned or no substitute vehicle is provided, the days of absence will be considered as not on duty and penalty will be imposed on the supplier as per relevant clauses of the Tender document.
- 18.2 Once in a month, the vehicle shall be spared for one day, preferably on Sundays or holidays, exclusively for maintenance/servicing, for which normal hire charges shall be paid.
- 18.3 Further in case the vehicle fails on the way while on duty of Corporation officials, the official shall be free to arrange separate vehicle at the risk and cost of the Supplier.
- 18.4 The speedometer should be in working condition at all times, otherwise, the vehicle shall be considered under breakdown. All other meters like fuel meter, kilometer measurement, ampere meter should also function satisfactorily at all times.

19. **Maintenance:** All expenditures for any repair works to be incurred on the vehicle during the period of the contract shall be borne by the Supplier.
20. **Driver:** The Supplier shall provide a Driver along with the vehicle and will bear all expenditure related to the driver like salaries (as per the notification by the Chief labour Commissioner (Central), Govt. of India from time-to-time), accommodation and watch & ward etc. The Driver shall be in possession of valid driving license and shall have good unblemished driving carrier and trustworthy for performing Govt. duties. The Driver of the vehicle shall be capable to write in the vehicle log book properly in English/Hindi. In case, the service of the driver is not found satisfactory, he shall be replaced by a good driver immediately on receipt of such complaints from the Corporation.
21. **Payment:**
- 21.1 On completion of a calendar month, the supplier shall submit monthly hire charges bill in GST Format clearly mentioning the HSN/SAC Code for the period of use by the Corporation along with the night halt charges of the driver for outside duties, in triplicate along with a copy of the log book to the designated officer of the Corporation. A statement must also accompany the bill, showing the consumption of Diesel and mileage/litre to justify that the vehicle is running economically.
- 21.2 The supplier of the vehicle has to submit proof regarding credit of monthly salary as per the notification of the Chief labour Commissioner (Central), Govt. of India from time to time for skilled labour (less Employee's contribution to PF @ 12%) to the bank account of the driver along with the bill of hire charge for the month.
- 21.3 Payment being made towards Toll tax, Entry tax, parking charges if any, of vehicle during official duty will be reimbursed by the corporation on actual basis for which original slip/receipts is to be submitted monthly.
- 21.4 Every effort will be made by the ordering authority for timely release of payment. On receipt of correct bill, the officer-in-charge will arrange to make payment within 30 (thirty) days. All taxes will be deducted at source as per statutory requirement. Payment shall be made by the way of depositing the amount in the account of the bidder through RTGS/NEFT from the accounts department. The bidder are to provide their A/c Nos., Bank's name and address, IFSC code etc. while raising their monthly bill.
- 21.5 For the part engagement of the vehicle, the rate will be calculated on pro-rata basis.
22. **POL:** Diesel and Oil/lubricants for running the vehicle shall be provided/reimbursed by the Corporation. However, an average of minimum 9.00 (Nine) Km/Ltr. shall be considered for Mahindra Bolero, 4WD. In case the vehicle is found to be consuming more fuel than the specified limit as mentioned above, the cost of the excess fuel consumed shall be recovered from the bill at the prevalent market rate. In such a case, the supplier will arrange to get the engine tuned properly for achieving the desired mileage.
23. **Force Majeure:** The corporation reserve the right to suspend the work at any time under Force majeure conditions which shall include but not limited to the following:
- 23.1 Acts of God, acts of Public enemy, wars, insurrection, riots, disturbance, explosion etc.
- 23.2 Local disturbances and deteriorating law and order situation, bandh/industrial unrest of any nature.
- 23.3 Any other reason beyond control of the Corporation.
- In the event of any suspension of work under Force majeure, the contractor shall have no right to claim for any compensation.
24. **Termination of the Contract:** The contract may be terminated by either party on a written notice of 1(one) months without cost to either party and without assigning any reasons. However, if the vehicle is withdrawn by the Supplier without any written notice to the Corporation, no payment will be paid by the hirer for the month even if it is used for a part of the month. Similarly, if the vehicle is released by the Corporation without any written notice to the Supplier and used for a part of the month, full payment for the month will be made by the Corporation.

25. **Penalty on Account of Absence:** If the vehicle is taken out of duty for repair or for any other reason and fails to report for duty within the time as per the instruction of Officer-In-charge of the vehicle, a penalty equaling ½ % of the contract value per day for each days of absence or part thereof. The penalty will be imposed over and above the fact that, no hire charge will be paid for the unauthorized period of absence.
26. **Recession of Contract:** In case, under any clause or clauses of this contract the Supplier shall render himself unable to pay compensation amounting to 15% of the total contract value, the Corporation shall have the power to rescind the contract by issuing a recession notice in writing to the supplier by the ordering authority which shall be final and conclusive and in such case the Security deposit of the Supplier shall stand forfeited and be absolutely at the disposal of the Corporation.
27. **Requisition of Vehicle:** In case of requisition of the vehicle without prior intimation to the Corporation by the Police or any Public Authority, the Corporation shall neither pay hire charges for that period nor take any responsibility for the vehicle.
28. **Accident / Damage Claims and Liabilities:**
- 28.1 In the event of any accident or damaged caused to the vehicle while on duty of the Corporation, the Corporation shall not take any responsibility for the loss and damage and the insurance claim thereof. The Supplier shall be exclusively responsible for any loss/damage to the vehicle or any person. The Supplier shall be solely responsible for any consequences under the laws, arising out of any accident caused by the vehicle(s) to the third party/ parties/occupants of the vehicle and compensation thereof.
- 28.2 **In case of theft or robbery of the vehicle during the hiring period, 100% risk will be with the owner/Supplier and the user/Corporation will not be responsible any way.**
29. **Drawal of Agreement:** The Supplier shall attend the office of the HoP, Wah Umiam Stage-III HE Project, NEEPCO Ltd., Mawsynram, Meghalaya within 20 (twenty) days after receipt of the detailed order issued to him by the Corporation, for signing the formal agreement on non-judicial stamped paper of Rs. 50.00 (Rupees Fifty) only as per prescribed format. **The stamped paper 3 nos. would be supplied by the Supplier.**
30. **Settlement of Disputes and Arbitration:**
- 30.1 If any question of a dispute or difference of opinion whatsoever shall arise between the Supplier and the Corporation upon or in relation thereto or in connection with this contract, either of the parties may give to the other notice in writing of existence of such dispute. If the matter is not settled amicably by and between the parties, and on rejection, such matter of the dispute or difference of opinion shall be referred to the Arbitration in accordance with the Arbitration and Conciliation (Amendment) Ordinance, 2015 and Rules made there under and to such other or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman & Managing Director of NEEPCO or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Supplier.
- 30.2 The parties to the dispute, prior to referring the dispute to the Arbitrator, may mutually decide, first drawn up the specific terms of reference/issues by way of separate Joint Agreement, which shall be, filed before the Arbitrator for commencing the proceedings.
- 30.3 The sitting of the Arbitration proceeding shall be held at Shillong. The expenses/remuneration etc. for the arbitration proceeding shall be determined by the Arbitrator in accordance with Section 11 (14) of the Forth Schedule of the Ordinance, 2015 and the same shall be shared equally by NEEPCO and the Supplier.
- 30.4 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damage on whatsoever count will be entertained by the Arbitrator with respect to any dispute, difference or misunderstanding between NEEPCO and the Supplier.

31. **Laws Governing the Contract:**

The Contract shall be governed by the Indian Laws for the time being in force. The court at Shillong will have exclusive jurisdiction to entertain civil suits pertaining to this Contract.

32. **Forms/Formats to be Submitted:**

32.1 Annexure A.

32.2 Annexure B (for successful bidders)

32.3 Annexure C.

33. **The Corporation does not bind itself to accept the lowest tender and reserve the right to waive any formalities in regard to submission of tender or to reject any or all tenders without assigning any reasons thereof in the interest of the Corporation.**

ANNEXURE -A

Ref: NIT No. 01/2018,

Dated 24/07/2018

To,

NEEPCO Ltd.,

Affix here duly
Self-Attested
Passport size
Photo of the
Bidder (s)

Dear Sir,

Please find enclosed herewith the following documents for your perusal ad necessary action:

- Name of the firm/Contractor/Supplier: _____
- Postal address with email and mobile nos: _____

- PAN No. : _____

- GST Registration Nos: : _____

Details of bank particulars (to receive payment in case of award of contract):-

a) Name of bank and branch : _____

b) Address of bank : _____

c) Nature of Account : _____

d) Name of Beneficiaries : _____

e) IFSC Code of the Branch : _____

f) Account No. : _____

g) City/Town : _____

h) Fax No. of the Bank : _____

i) Telephone No. of the Bank : _____

j) E-mail address of the Bank : _____

Yours faithfully

Signature(s) of the Contractor/ Supplier: _____

Name (s) in block letters _____

For M/S _____

(For Successful Bidder only)

ANNEXURE –B

Ref: NIT No. 01/2018,

Dated. 24/07/2018

In the Court of the magistrate at _____

Date _____

I, Sri /Smti _____ S/o / D/o/ W/o Sri /Late _____ aged ____ years by
occupation _____, resident of _____ P.S. _____ Dist. _____
State _____ do hereby solemnly affirm and declare on oath as follows:

1. That the deponent is permanently residing at the above address with the family members.
2. That the deponent is not a NEEPCO employee in service or dependent of NEEPCO employee in service.
3. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
4. That the deponent is the sole proprietor of M/s _____ at _____.
5. The deponent has own bank account no . _____ at _____
6. That the deponent's communication address is not the same with any of NEEPCO's quarters/premises etc.

The above statements from para 1 to 6 are true to the best of my knowledge, belief and information. In case the above statement of mine is found to be false/incorrect, the award of contract, if selected, shall be cancelled and the Corporation is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smt _____ Sign as _____

Passport size photo affixed herewith.

Identified by:

Advocate _____

Deponent.

Signed and sworn before me by the above named deponent on being identified by Sri _____,
Advocate _____ on _____.

Magistrate.

Ref: NIT No. 01/2018,

Dated. 24/07/2018

SCHEDULE OF RATE

(To be quoted both in figures and words)

Type of vehicle	Monthly Hire Charges for a period of contract period of 3 (three) years	
	Rupees in figures	Rupees in words
Mahindra Bolero, 4WD, BS4, Model LX, Diesel version, Diamond White Color manufacture.		

Note:

- The above rate is inclusive of all prevailing taxes, Drivers salary & PF etc.
- The monthly hire charge shall be excluding the cost of fuel which shall be provided by the Corporation.
- The monthly hire charge against the vehicle should be quoted considering the driver as skilled worker and its monthly salary shall be worked out as per the notification of the Chief labour Commissioner (Central), Govt. of India issued vide letter No. 1/10(3)/2018-LS-H, dated. 3/4/2018.
- This hire charge will remain firm for the entire period of contract. The only variable component of the hire charge shall be the driver's salary, which shall be governed as per the rate of minimum wages for skilled workers (driver) as notified by the Chief labour Commissioner (Central), Govt. of India from time-to-time.
- GST will be paid extra by the Corporation on the whole amount of the hire charge.
- The documentary evidence regarding payment of driver salary is required to be enclosed with the monthly hire charge bill.
- Any request for change of rates during the tenure of the contract due to hike in fuel rate / insurance premium etc., would not be entertained by NEEPCO.
- We are aware that all the payments shall be subject to TDS, as applicable, at the time of payment.
- I / We agree to abide by the terms and conditions stipulated by NEEPCO as mentioned in the tender document at the rate quoted above.
- We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.

Date :
Place :

(Signature of bidder)
Name (in Full) :
Mobile No. :
Address :