

**NORTH EASTERN ELECTRIC POWER CORPORATION
LIMITED**

(Mini Ratna, Category-I, Government of India Enterprise)



NIB No.NEEPCO/ND-125 /752

Dated 24.01.2019

DETAILED BID DOCUMENT

For

**Tender for Empanelment of Transporter
NEEPCO Office,
New Delhi**

Co-Ordination Office, NEEPCO Ltd.,
15,NBCCTower, BhikajiCama Place,New Delhi -110066

प्रति, प्रबंधक (मार्ग)
आवक (मार्ग)
आवक (मार्ग)
NEEPCO LTD., New Delhi-110066

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NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(Mini Ratna, Category-I, Government of India Enterprise)
CIN No. U40101ML1976GOI001658, Website: www.neepco.co.in

**CO-ORDINATION OFFICE, 15 NBCC TOWER
BHIKAJI CAMA PLACE
NEW DELHI-110066**

NIB NO.NEEPCO/ND- 125/752DATED 24.1.2019

DETAIL NOTICE INVITING BIDS (E-TENDER)

(Domestic Competitive Bidding)

North Eastern Electric Power Corporation Ltd (NEEPCO), (A Government of India Undertaking) having its Coordination Office at 15, NBCC Tower, Bhikaji Cama Place, U.G. Floor, New Delhi -110066 invites bids from registered transporters/tour & travel agents for empanelment to hire cars on daily/monthly basis for official use of NEEPCO. Interested firms, who fulfill the terms and conditions as laid down in the bid documents, may send their rates in the prescribed format. The agency should have minimum experience of 3 (three) years in providing similar services to Govt., PSUs, Ministries, Academic & Educational Institutes only.

2. BIDDING PROCEDURE:

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows. Bidder failing to submit the documents as specified will be summarily rejected:

TECHNICAL BID (ENVELOPE -1):

It shall contain the following:

- Brief profile of the bidder/applicant.
- Acceptance letter for un-conditional acceptance of the Bid conditions as per Performa given at **ANNEXURE-1**, Part-III of Detailed Bid Document.
- Confirmation by the bidder/ applicant (on the format placed at **ANNEXURE-2**, Part-III of Detailed Bid Document), duly signed and stamped by the Authorised representative.
- Documents as per check list (**ANNEXURE-3**, Part-III of Detailed Bid Document).

- Bidder shall be the proprietor of the firm.
- Proof of payment made (i.e. e-receipt of money paid) towards Bid fee.
- Any other information as required to be submitted by bidders along with the bid in accordance with the Instruction to Bidders and the Addenda, if any including all supporting documentation, as part of his Technical Bid.

PRICE BID (ENVELOPE-2): It shall contain Price Bid. Price Bids of only those Bidders who qualify in Technical evaluation shall be opened.

3. PERIOD OF CONTRACT:

Period of contract shall be 1 (one) year from the date of issue of Letter of Intent (LOI) with an option of renewal/extension on mutually agreed rates.

4. GENERAL CONDITIONS OF THE CONTRACT:-

- a). Scope of Work : The tender is for Empanelment of transporters/tour & travel agents for Hiring of cars on daily/monthly basis for official use by NEEPCO as per requirement. NEEPCO may need the following type of vehicles:

MarutiDzire/ Tata Indigo/ Honda Amaze or equivalent

Honda City / Maruti Ciaz or equivalent

Toyota Corolla or equivalent

Toyota Innova or equivalent

- b) Period of Contract: The empanelment will be initially valid for a period of one year and the rates once finalized will remain valid throughout the period of contract. No claims whatsoever on account of increase in the rate of fuel and other factors such as statutory payments, minimum wages, etc., shall be entertained. It will be the responsibility of the transporter to bear such additional expenses.

- c). The tenderer should have a registered and well established Transport Agency/Firm. Proof of this effect to be enclosed along with the tender.
- d). Fleet: The firm submitting the tender must have sufficient fleet of vehicles which have been registered on or after 01.07.2015. Proof of this will have to be enclosed.
- e). The vehicles should be in a very good running condition with clean interior and good upholstery and valid Pollution under Control (PUC) certificate.
- f). The vehicle which will be taken on monthly basis, should be preferably a new vehicle and rate should be quoted accordingly.
- g). Drivers: The firm must ensure that the drivers employed have valid driving license and carry the necessary registration papers, security check verified and should be well behaved, properly uniformed and well conversant with the traffic/regulations and road/routers in Delhi/NCR localities.
- h). The firm should have adequate number of telephones for contact round the clock. NEEPCO can request for the vehicle at short notice and the firm shall provide the vehicle within such time on receipt of NEEPCO's request in writing/over phone.
- i). NEEPCO may need the vehicles to be hired, as per requirement. The vehicles requisitioned should reach the stipulated destination located within Delhi and surrounding localities, within a maximum time of 30 (± 10) minutes depending on the location. It may be noted that the number of vehicles to be hired and the number of days of hiring may vary depending upon the actual requirements.
- j). The firm shall comply with all statutory enactment/provisions in relation to services offered by them. The Driver of the vehicle which will be hired on monthly basis should be paid minimum wages as prevailed in NCR and as per government notification.
- k). It will be responsibility of the Drivers of the respective vehicle to carry the proper Registration Certificate and valid insurance at all times in respect of the vehicles being driven by him. The Driver must have one mobile phone with him always as a necessary condition of contract.

- l) NEEPCO shall be liable to pay the hiring charges only. Any other liability shall be borne by the contractor. If during the course of engagement of the vehicles to NEEPCO, any harm due to accidents, etc. is caused either to the vehicle or to the third party, NEEPCO will not be responsible. Any liability arising out of such accident will be the responsibility of the firm only. All incidental expenditure towards repair will be borne by the contractor.
- m) No advance payment will be made by NEEPCO. The billing will be done on a monthly basis and the bill should be submitted by the firm by the first week of the following month. The payment will be made only for those duty slips which have been signed by the officer/staff using the vehicle. It will be the responsibility of the driver to get the duty slips signed by the officer/staff on a day to day basis. No payment will be made for unsigned duty slips. Duty slips should be complete in all respects in terms of start kilometer, end kilometer, distance covered, time from, time end of duty, places visited etc.
- n) The rates quoted should be exclusive of the GST. Latest income tax clearance certificate and PAN is also required to be submitted by the operator.
- o) The journey to the destination and back shall be undertaken by the shortest route possible. In case of breakdown of any vehicle during official duty, it shall be responsibility of the firm to provide a replacement immediately. If no replacement is provided on time alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm.
- p) Toll tax, Entry tax, permit fee, for crossing border, if any, parking charges will be paid by NEEPCO for which the original receipts should be submitted monthly.
- q) The vehicles provided should fulfill the norms prescribed by the Government of NCT of Delhi, Department of Transport of hired vehicles.
- r) The disputes, if any, arising out of this contract will be subject to the jurisdiction of the courts in Delhi only.
- s) In case of dispute of any kind, the decision of the Coordinator, NEEPCO, New Delhi shall be final and binding.

- t) The tenders of only those firms who satisfy all the requirements/conditions stipulated in this Document will be considered.
- u) The contract so awarded will commence from the date of consent of the firm to the term and conditions. The contract so awarded can be terminated by NEEPCO at any time without giving any reason

5. Registration for Participation in Bids

- a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

6. BID FEE

Bidders shall have to pay BID FEES (non-refundable) for participation in this instant NIB of Rs.500.00 (Rupees five hundred) plus GST @18% (NEEPCO Delhi GST NO.: 07AAACN9991J1ZU).

The bidder shall make the payment through "**SB-COLLECT**" of State Bank of India .

Payment of bid fee through other mode of payment like DD etc. will not be acceptable.

During payment of bid fee through "**SB-COLLECT**" of State Bank of India, Bidders shall clearly indicate the NIB No. against which the bid fee

is paid. The bidder shall submit the proof of payment of bid fee and also indicate their GSTIN via e-mail to neepconewdelhi@gmail.com.

7. Submission and opening of Bids

- a) Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Bidding forms will be available in the above website.

Bids will be opened on the stipulated date in the office of the Co-ordinator, NEEPCO Ltd, Delhi.

- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The bidder shall refer to the Instruction for online bid submission given as Annexure in Part-2 of the bid document.

8. The procedure/steps for payment by SB-COLLECT of State Bank of India (for payment of Bid Fee, EMD etc.):

STEP-1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser.
STEP-2	State Bank Collect page will appear. Select " ALL India " for " State of Corporate/Institution " Select " PSU " for " Type of Corporate/Institution " Click " GO "
STEP-3	In the new screen, select PSU Name as " North Eastern Electric Power Corporation Limited " and Submit.
STEP-4	In the new screen, select Payment Category as " SHILLONG-PARTIES ".
STEP-5	New Screen will appear, here the bidder has to fill all the required information for the payment as under: i) Under Name of Payer : The Bidder is to fill up his Name and Address. ii) Under Short Details of Payment : The Bidder shall indicate BID FEE, and EMD as applicable . In case of BID FEE and EMD payment, the Bidder shall indicate BID FEE or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. dated DDMMYYYY, the bidder has to fill

	<p>under this option as "EMD for NIB No. XX dated DDMMYYYY").</p> <p>iii) Under Type of PAYER: The Bidder is to select VENDOR OR CONSULTANT whichever is applicable.</p> <p>iv) Under CIN in case the Payer is a company: The bidder is to fill up his CIN in case of a company, otherwise may kept blank.</p> <p>v) Under Payment amount: The bidder is to fill up the amount as per bid condition.</p> <p>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</p> <p>vii) FillCaptcha.</p> <p>viii) Then Submit.</p>
STEP-6	In the new screen, check the details and click " CONFIRM ", if correct.
STEP-7	<p>The Multi Option Payment System will be available for making the payment.</p> <p>The Bidder may select option as per convenient and make the payment.</p>
STEP-8	<p>After successful payment, the system will generate receipt.</p> <p>The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report).</p> <p>This system generated receipt shall be downloaded for submission as per bid condition.</p>

9. Bid Fee:

Bidders shall make payment of non-refundable bid fee of Rs. 500/- (Rupees five hundred) as mentioned above. The Bidders shall clearly indicate the NIB No. against which the bid fee is made at the above account. It shall be made through SBI Collect

EMD Fee : Bidders shall make payment of Rs. 10,000/- (Rupees Ten Thousand only) as mentioned above. The Bidders shall clearly indicate

the NIB No. against which the EMD is made at the above account. It shall be made through SBI Collect

For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id:neepconewdelhi@gmail.com

10. Bid validity:

120 (one hundred twenty) days from the date of opening of Technical Bids.

11. Tender time:

Date of Commencement of downloading of bid document from https://etenders.gov.in	28/01/2019
End date & time for downloading of Bid Document:	12:00 Hours of 18-02-2019
Last date & time for receipt of online bids:	14:00 Hours on 18-02-2019
Last date for receipt of offline documents:	7(seven) days from last date of receipt of online bids
Date & time of online opening of bids:	16:00 Hours on 19-02-2019

In the event the date for receipt of offline documents and date of opening of bids are declared as a closed holiday for NEEPCO then the date of submission of offline documents and opening of Bids will be the next following working day at the appointed times.

12. The bidders are requested to adhere to the following:

- i) Obtain individual Organization Digital Signature Certificate (DSC or DC) well in advance of bid submission deadline on Electronic Tendering System (ETS).
- ii) Register your organization on ETS well in advance to comply with the stipulated tender timeline.

- iii) Get your organization's concerned executives trained on ETS well in advance to comply with the stipulated tender timeline.
- iv) There could be last minute problems due to internet timeout, breakdown, etc. Accordingly, the bidders are requested to submit the bid through online e-tendering system well before the bid submission end date and time as per Server System Clock. The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

11. NEEPCO reserves the right to extend the last date and time for submission of Bid.

12. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.

PART-II: INSTRUCTION TO BIDDERS

1 GENERAL

1.1 SCOPE OF BID

North Eastern Electric Power Corporation Ltd (NEEPCO), (A Government of India Undertaking) having its Coordination Office at 15, NBCC Tower, Bhikaji Cama Place, U.G. Floor, New Delhi -110066 invites bids from registered transporters/tour & travel agents for empanelment to hire cars on daily/monthly basis for official use of NEEPCO. Interested firms, who fulfill the terms and conditions as laid down in the bid documents, may send their rates in the prescribed format. The agency should have minimum experience of 3 (three) years in providing similar services to Govt., PSUs, Ministries, Academic & Educational Institutes only.

2. ELIGIBLE BIDDERS:

This invitation to Bid is open to all as indicated in the Detail NIB, subject to the following:

- a) Participation is not allowed, if the Bidder is legally barred from the procurement process in India on the grounds of previous violations of regulations on fraud and corruption.
- b) Bidder shall provide such evidence of their continued eligibility satisfactory to the Corporation as the Corporation shall reasonably request.
- c) Bidder shall only be the proprietor or owner of the firm.

3. DISQUALIFICATION/ INELIGIBILITY OF BIDDERS:

The Bidders may be disqualified if they either directly in its own name or indirectly in any other name in carrying out of its business have:

- (a) been chargesheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid.
- (b) been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 18.2(ii)

- (c) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.

A self-certified declaration to this effect (Sl. a, b and c above) that the bidders have not been charged/indicted by any investigating agencies of Central/State Government, under prosecution or trial on charges of criminal, fraud, corruption in a court of law shall be submitted by the bidders.

4. ONE BID PER BIDDER:

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified.

5. COST OF BIDDING:

Bidders shall bear all costs for preparation and submission of its Bids, and the Corporation will, in no case, be responsible or liable for such costs incurred by the Bidders, regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION OF BID DOCUMENT:

- i) Before the opening of Bids, the Corporation may modify the detailed Bid Document by issuing Addenda/Corrigenda, as considered necessary.
- ii) Any Addendum/Corrigendum thus issued shall form part of the Detailed Bid Document and shall be hosted in the portal <https://etenders.gov.in> Information on issue of such Addendum/Corrigendum shall also be made available in NEEPCO website www.neepco.co.in and Central Public Procurement portal <https://etenders.gov.in>
- iii) The Corporation may extend the date of submission and opening of Bid by issuing an Addendum/Corrigendum, if required, which shall form part of the Detailed Bid Document.
- iv) Bidders may seek clarification, if any on the Detailed Bid Document. Such request for clarification /queries shall be submitted in writing and transmitted bypost / fax/ e-mail at the NEEPCO's mailing

address: neepconewdelhi@gmail.com so as to reach the Corporation not later than 7(seven) days before the latest date of submission of Bids. Purchaser's response/clarification/reply to such queries (but without identifying the source of inquiry) shall be hosted in the portal <https://etenders.gov.in> and www.neepco.co.in not later than 7(seven) days before the latest date of submission of Bids.

- v) Any modification of the Detailed Bid Document, which may become necessary and/or required to be incorporated as a result of the purchaser's response to Bidder's queries, shall be made by the Corporation exclusively through the issue of an addendum/corrigendum pursuant to Clause-6(i), 6(ii) and 6(iii) above.

7. BIDDING DOCUMENTS:

- a) Bidders shall prepare and submit their bids online in <https://etenders.gov.in>. Online Bid forms will be available in the above website. Bid documents can be downloaded from this website after vendor registration fee as mentioned in this Part of Bid Document.
- b) In the online bid submission, bidders will submit their Bids as per bidding forms using their digital signatures.
- c) Bids must contain name and places of business of the person or persons making the bid.
- d) Every page of the bid must be signed and sealed by the duly authorised representative of the Bidder with his usual signature before scanning and uploading. The names of all persons signing should also be typed or printed below the signature.
- e) A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid is liable to be rejected.
- f) Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- g) The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.

h) Erasure or other changes in the Detailed Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid. Bids not confirming to the above requirements of signing are liable to be reject

9. INFORMATION TO BE INCLUDED IN THE BID:

9.1 MODE OF SUBMISSION:

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:

9.1.1 TECHNICAL BID (ENVELOPE -1):

The Bidder shall submit online the following documents/information along with their Bids, failing which the Bid shall be treated as incomplete and non-responsive.

- Brief profile of the bidder/applicant.
- Acceptance letter for un-conditional acceptance of the Bid conditions as per Performa given at **ANNEXURE-1**, Part-III of Detailed Bid Document.
- Confirmation by the bidder/ applicant (on the format placed at **ANNEXURE-2**, Part-III of Detailed Bid Document), duly signed and stamped by the Legal owner(s)/ Lease Holder(s) of property.
- Documents as per check list (**ANNEXURE-3**, Part-III of Detailed Bid Document)
- Proof of payment made (i.e. e-receipt of money paid) towards Bid fee, EMD.
- Any other information as required to be submitted by bidders along with the bid in accordance with the Instruction to Bidders and the Addenda, if any including all supporting documentation, as part of his Technical Bid.

Bidders shall submit/ upload online under Technical Bids all the above required information/ documents, duly filled up, wherever applicable, signed & stamped on each and every page by the Bidder.

9.1.2 PRICE BID (ENVELOPE-2):

Bidder shall submit "Price Schedule" as provided under "Part-IV": Price Schedule" of Bid document in electronic form under "**PRICE BID (ENVELOPE-2)**" on the portal only in conformity with this Part and other relevant terms and conditions of Bid Document.

9.2 The Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Corporation, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily render the services.

9.3 NEEPCO reserves the right to verify all the requirements/ documents as stipulated in Bid document.

9.4 In case any of the information furnished by the bidder is found to be false/ misrepresented in the bidding process, then the bid will be cancelled and banning of the concerned bidder for participating in future tenders.

10. BID PRICE:

i) The bidder shall quote rates online as described in Price Schedule (Part-IV) of Detailed Bid Document. The bidders not quoting the rate in online Price Schedule are liable for rejection.

11. CURRENCIES OF BID AND PAYMENTS:

The Bidder shall quote the unit rates and prices entirely in Indian Currency (INR) and all payment shall be made in Indian Currency (INR).

12. BID VALIDITY:

i) Bids shall remain valid for the period of 120 (one hundred twenty) days from the date of opening of Technical bids.

ii) The Corporation may request the Bidders to extend the period of validity of Bid for a specified additional period. The request and the Bidders' responses shall be made in writing or by Fax/cable/e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to otherwise modify his Bid, but will be required to extend the validity of Bid for the period of the extension.

13. SIGNING AND SUBMISSION OF BID:

- (i) Bidders shall prepare and submit their bids online in <https://etenders.gov.in> by signing and sealing every page of the bid by the duly authorized representative of the Bidder with his usual signature before scanning and uploading. Online bidding forms will be available in the above website. The Detailed Bid Document can be downloaded from this website after vendor registration and payment of bid fee as mentioned in this Part of Detailed Bid Document.
- (ii) In the online bid submission, bidders will submit their Technical Bids and Price Bids using their digital signatures.

14. DEADLINE FOR SUBMISSION OF BIDS:

- i) The Bids shall be submitted online as per timeline contained in Clause 11 of Detailed NIB.
- ii) The Corporation may extend the date for submission and opening of Bids by issuing a corrigendum in accordance with Clause-6 of this Part and the Bidders shall comply with this.
- iii) The bidders are requested to submit the Bid through online e-tendering system well before the Bid submission end date and time (as per server system clock). The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of Bids online by the bidders at the eleventh hour.

15. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

- i) The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.
- ii) Any alteration/modification in the Bid or additional information supplied subsequently to the Bid due date and time, shall be disregarded.

16. OPENING AND EVALUATION

16.1 BID OPENING:

- i) The Technical Bids will be opened online on the appointed date and time as stipulated in Detail Notice Inviting Bids.

The Price Bids shall be opened online only of those Bidders whose Technical Bids have been evaluated as acceptable. The date and time of opening of Price Bids shall be intimated to the respective qualified bidders by the Corporation in due course of time after completion of evaluation of Technical bids.

- ii) The Bids of the Bidders would be analyzed and evaluate the Bids in terms of the requirements of Detailed Bid Document.
- iii) Reverse bidding may be done after price bid opening. The bidder whose price bid has been opened may require to participate in the Reverse Auction event. NEEPCO reserves the right to go for Reverse Auction process to finalize the tender or may finalize the tender without Reverse Auction.
- iv) Bidders may view the tender opening results in <https://etenders.gov.in>. by marking their presence for online tender opening.

16.2 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of BIDs and recommendations for the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Corporation during the processing of Bids or award decisions may result in the rejection of his Bid.

16.3 CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of Bids, the Corporation may, at its discretion, ask any Bidder for clarification of their Bid. The request for clarification and the response shall be in writing or by cable, telex, facsimile or e-mail. Scanned copies of letters

seeking clarifications and replies thereof may also be sent through mail/fax/post.

Bidders will not be permitted to change the substance of the Bid after the Bid has been opened.

16.4 EVALUATION OF BIDS:

- i) Evaluation will be done on the basis of detailed information/data furnished by the bidders along with documentary evidence in support of such information/data furnished by the bidders as per Detailed Bid Document.

The Price Bids shall be evaluated considering the quoted rate for the entire Scope of Bid as per Price Schedule, Part-IV of Detailed Bid Document.

- ii) The evaluation of bids shall be made in conjunction with the steps as enumerated under the General Conditions of Contract.

- iii) Deviation from bid document / additional clauses:

Bidders shall not take any deviation from the Bid stipulations in any form or quote any additional clause/conditions in their Bids. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected. However, the bidders, if feel necessary, may bring out such deviations/additional clauses for consideration of the Corporation during pre-bid stage. Acceptability/Non-acceptability of the deviation from the Bid Conditions shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall be included in the Detailed Bid Document by issuing addendum/corrigendum. The deviations/additional clauses which are non-acceptable by the Corporation shall automatically stand withdrawn and all relevant clauses shall prevail and no claim whatsoever in this respect shall be entertained. The Corporation shall be the sole judge for assessment of acceptability/non-acceptability of deviations / additional clauses and the decision of the Corporation in this respect shall be final and binding.

17. AWARD OF CONTRACT

17.1 AWARD CRITERIA:

The Contract may be awarded initially for 1(one) year. However, extension of Contract may be considered keeping in view the satisfactory performance of the Firm/Agency.

17.2 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i) The Corporation reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract for any justified and genuine grounds, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.
- ii) The Corporation requires the Bidders under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
 - (a) will reject the proposal for award of the service if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the bid, in question.
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if he, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

17.3 NOTIFICATION OF AWARD:

- i) The Bidder, whose bid has been accepted for award subject to reservations, will be informed by the Corporation by issuing Letter of Intent (LOI) online within the validity period of the BID in <https://etenders.gov.in> and or by Fax/E- Mail/Registered Letter. The successful bidder shall give his acceptance of LOI in <https://etenders.gov.in> and also he may give so through Fax / E- Mail / Registered Letter.

- ii) NEEPCO shall enter into an Agreement with the successful bidder in a standard form.

17.4 PAYMENT TERMS :

Payment will be released after satisfactory completion of work every month as certified by officer-in-charge. No post payment / advance payment will be entertained.

Paying Authority :Asstt. Accounts Officer, NEEPCO, Delhi

PART-III: GENERAL CONDITIONS OF CONTRACT

TERMINATION OF CONTRACT:-

The contract will be valid for a period of one year from the date of work order and may be extended for another period, if services are found satisfactory. In the event of services rendered being found unsatisfactory, the contract is liable to be terminated by giving 30 days notice and security deposit will be forfeited. The decision of the NEEPCO in this regard will be final.

DISPUTE RESOLUTION:-

In case of any dispute with regard to the interpretation of any clause(s) of this agreement, the same shall be referred to the sole arbitration of person appointed by NEEPCO (Ist Party), whose decision will be final and binding on both parties.

DURATION / PERIOD OF CONTRACT:-

The Contract shall be awarded initially for 1(one) year. However, extension of Contract may be considered keeping in view the satisfactory performance of the Firm/Agency.

VALIDITY:-

The Tender shall be valid for a period of at least three calendar months from the date of opening of the tenders for the purpose of evaluation of tender. However, the rates quoted in the tender should be valid for the period of one year.

Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all Disputes arising under or in connection with the Agreement.

SETTLEMENT OF DISPUTES AND ARBITRATION:

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any

dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any rules made there under and to such other order 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 and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Legal Owner /Lease Holder of property. The venue for the arbitration shall be New Delhi / Shillong.

LAWS GOVERNING THE CONTRACT:

Unless otherwise hereinafter provided, the Contract shall be governed by the Indian Laws for the time being in force. Disputes if any shall be subject to the jurisdiction of Courts in New Delhi.

OFFICER IN-CHARGE:

The Sr. Manager (HR),
NEEPCO,
15 NBCC Tower, UG Floor
Bhikaji Cama Place, New Delhi-110066.

ACCEPTANCE LETTER TO BE SUBMITTED BY THE BIDDER/APPLICANT

(PREFERABLY ON LETTER HEAD)

To,

The Co-Ordinator,
North Eastern Electric Power Corporation Ltd
15, NBCC Tower, Bhikaji Cama Place,
U G Floor,
New Delhi - 110066
India.

1. I/We have read and examined the documents contained in the Detailed Bid Document for submission of Bid for "Empanelment of Transporter" for NEEPCO Coordination office, New Delhi which is downloaded from e-tendering portal <https://etenders.gov.in>.
2. I/We hereby unconditionally accept the Bid conditions in its entirety.
3. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in the bid documents, and it is further certified that it does not contain any deviations to the aforesaid documents.
4. In case any provision of the bid document is found violated at any time after opening of bid, I/We agree that the bid shall be summarily rejected and NEEPCO shall, without prejudice to any other right or remedy be at liberty to act as deem fit.
5. I/We declare that all information provided in my/our bid and attachments thereof are true and correct and in line with the requirement of the Bid documents.

Thanking you,

Yours faithfully,

Witness _____

Signature in the capacity of _____

Date:

Place:

(Signature of Bidder)

(Name of Bidder i.e. signatory, duly authorised to sign the bid on behalf of the Bidder /Applicant (In block letters))

(Designation / Title of signatory with Seal, where applicable)

Postal Address of the Bidder/Applicant: _____

Phone: _____

Fax: _____

ANNEXURE-2**CONFIRMATION BY THE BIDDER/APPLICANT****(PREFERABLY ON THE LETTER-HEAD)**

The Details of the bidder is as under :

Sl.No.	Description	Details (as application)
1.	Name of the Company	
2.	Address	
3.	Contact Details	
	a. Name of the contact person	
	b. Telephone No. with STD code	
	c. Mob. No.	
	d. Fax No.	
	e. e-mail	
4.	PAN No. (enclosed copy)	
5.	GST Registration Number	
6.	Company Registration details: (enclose certificates):	
7.	Activities of the bidder	
8. (a)	Net Profit for the last 3 years a. 2015-16 b. 2016-17 c. 2017-18 (Provide a certificate from the Statutory Auditor of the company/ or Chartered Accountant (where statutory audit is not applicable))	
(b)	Average net profit for last 3 years. [Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]	

(c)	Details of the experience with Govt, PSUs, Ministries, educational / academic organization only for last three years along with total contract value	
(f)	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI ?	
9.	Any other information or remarks which the bidder thinks are appropriate to disclose as per the transparency norms may be mentioned here.	

Signature of proprietor of the Company

(Name In block letters))

ANNEXURE-3**CHECK LIST OF DOCUMENTS**

(Please put "tick" as applicable, and submit the documents required to be submitted.)

Sl. No.	Description	Yes	No	NA
1.	Acceptance letter (as per Annexure-1)			
2.	Confirmation by the applicant (as per Annexure-2)			
4.	A self-certified declaration that the bidders have not been charged/indicted by any investigating agencies of Central/ State Government, under prosecution or trial on charges of criminal, fraud, corruption in a court of law, as per Clause 3, Part-II (Instruction to Bidders) of Bid Document			
5.	Any other information as required to be submitted along with the bids.			
		Signature of the proprietor of the Company (Name In block letters)) (Designation / Title of signatory with Seal, where applicable)		

PRICE BID**ANEXURE-4****RATES QUOTED FOR HIRING OF CARS ON DAILY/MONTHLY BASIS****I) Monthly Basis:**

Model of Car	Minimum Distance (kms)	Minimum Hours	Fixed rate per month	Additional rate per km	Rate for extra hours
MarutiDzire / Tata Indigo / Honda Amaze or equivalent	2400	300			
Honda City / MarutiCiaz or equivalent	2400	300			
Toyota Corolla or equivalent	2400	300			
Toyota Innova or equivalent	2400	300			

II) Daily Basis:

Model of Car	5 Hours/ 40 kms	10 Hours/ 80 kms	Additional rate per km	Rate for extra hours	Night Halt for the driver
MarutiDzire / Tata Indigo / Honda Amaze or equivalent					
Honda City / MarutiCiaz or equivalent					
Toyota Corolla or equivalent					
Toyota Innova or equivalent					

Note:

The above rates are exclusive of applicable taxes which would be levied at the application rates. Any request for change of rates during the tenure of the contract due to hike in fuel rate / insurance premium would not be entertained by NEEPCO.