

**EMPANELMENT OF ADVERTISING AGENCIES FOR ADVERTISING, PR AND OTHER RELATED  
MISCELLANEOUS ACTIVITIES**

**SECTION-I**

**Detailed Notice Inviting Bids**

**NIB No:1**

**dtd. 21.12.2017**

North Eastern Electric Power Corporation Limited, a Miniratna Category-I, Public Sector Enterprise under the Ministry of Power, Government of India, invites proposals from experienced Advertising Agencies with INS Accreditation through online portal for “Empanelment of Advertising Agencies” for a period of 2(two) years.

**1. Scope of work:**

- 1.1 Designing, conceptualization and media management including release of Advertisement in press/TV/radio etc. for
  - \* NEEPCO's Corporate campaign
  - \* Campaigns on behalf of Ministry of Power
- 1.2 Printing and production of:
  - \* Annual Reports
  - \* House Journals
  - \* Corporate Brochures
  - \* Greeting Cards/Calendars/Posters etc
- 1.3 Design & release of Advertisements in Print media for
  - \* NITs/Public notices/Event Advts.
  - \* Recruitment/Empanelment
  - \* Financial Advts./Financial Results
  - \* Classified/Goodwill/Announcements Advts. etc.
- 1.4 Making & telecasting of TV spots/ Visuals/Radio jingles/Corporate films/spot & industrial photos etc.
- 1.5 Organizing Exhibitions/Melas/Roadshow/Event management etc.
- 1.6 Tableaux/Preparation of models/murals, etc.
- 1.7 Preparation & display of hoardings/banners/flags/badges etc.
- 1.8 Arranging publication of articles on power sector in leading news dailies/magazines
- 1.9 Other PR Activities

**2. Qualifying Requirements:**

2.1 General Qualifying Requirements: Qualification of Applicant will be based on meeting the minimum criteria specified below regarding the Applicant's technical experience and financial position.

NEEPCO may assess the capacity and capability of the Applicant, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include (i) document verification, (ii) Applicant's works / printing facilities (iii) details of work executed in the last 3 years, ending last day of month previous to the one in which applications are invited (iv) details of machinery, printing facilities, manpower and financial resources, (v) details of quality system in place, (vi) past experience and performance.

2.2 Technical Qualifying Requirements:

i) The advertising agency should have full INS accreditation as on the last date of submission of bid (A copy of certificate stating the current status to this effect from INS shall be submitted along with the bid). Bid without valid INS Accreditation will be outright rejected.

ii) The Applicant should have executed advertising and publicity works for at least three (3) establishments under PSU, Central Govt., State Govt., Ministries, Autonomous Bodies, Statutory Bodies and Public Limited Companies in the last 3 years, ending last day of month previous to the one in which applications are invited. Client's certificate/ experience certificate should be submitted.

iii) The applicant should have a full-fledged office in Guwahati/ Shillong for the past minimum 3 years, ending last day of month previous to the one in which applications are invited. Documentary proof is to be submitted.

### 2.3 Financial Qualifying Requirement

The average annual turnover of the applicant in the best 3 (three) financial years out of the last 5 (five) financial years should not be less than Rs 3.75 Crores (Rupees three crores seventy five lakh).

**3 Complete Audited Annual Reports** along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

**4 Documentary evidences** in support of qualifying requirements, as mentioned above shall be submitted along with the bid. Bids submitted without fulfilling the qualifying requirements shall be rejected

### 5 General Requirements:

5.1 The applicant shall furnish copies of the following Registration Certificates;

- (a) Registration for GST;
- (b) PAN (Permanent Account Number)
- (c) Latest tax clearance certificate.

5.2 The applicants shall also provide satisfactory evidence with respect to the following:

- (a) They do not anticipate change in the Ownership of their concern during the proposed period of work. If such a change is anticipated, the scope and effect thereof shall be defined.
- (b) They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the works.
- (c) They shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any bank.
- (d) The bidder should submit an undertaking along with the Bid to the effect that it has not been declared blacklisted/debarred from participating in/award of tenders/works/services on account of defaults/ poor performance/ failure to execute awarded works/services, discharge any obligations or abandonment of any works/services contracts by NEEPCO or the Central/State Government or Govt. Organisations / Govt. Departments or any PSU or autonomous Bodies/Authorities or other Govt. Authorities; not have been booked/ charge sheeted by Investigating Agencies and no criminal, fraud, corruption cases or charges is proceeding against them in a Court of Law as on the latest date of Bid submission; not made

misleading or false representation(s) in the forms/statements/attachments submitted in proof of the qualification requirements.

5.3 The above requirements are minimum and the Owner reserves the right to request for any additional information and also reserves the right to reject the proposal of any applicant if, in the opinion of Owner, the qualification data furnished by him is incomplete or found to be not qualified to satisfactorily perform the works.

5.4 Notwithstanding anything stated above, the Owner reserves the right to assess applicants' capability and capacity to perform the work, should the circumstances warrant such an assessment, in the overall interest of the Owner.

5.5 Each applicant shall submit only 1 (one) bid/proposal. Applicant who submits or participates in more than 1 (one) proposal/bid will be disqualified.

**6.0 Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience and Prior Turnover criteria:**

In line with the Policy Circular No. 1(2)(1)/2016-MA dated March, 2016 of the Ministry of Micro, Small & Medium Enterprises on "relaxation of norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover criteria" and as per Section 2.1(5) of :Action Plan for "Startupindia" announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups and Micro & Small Enterprises for this tender, subject to meeting of quality and technical specifications.

The Startup Enterprises shall submit startup India recognition certificate issued by the Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry in order to be considered for relaxation in prior experience and prior turnover

**7.0 Conditions for Micro & Small Enterprises (MSEs) :**

7.1 The applicants/agencies participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format given in the bid document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant document/ certificate issued by any of the Authority mentioned below:

- District Industries centers
- Khadi and Village Industries Commission
- Khadi and Village Industries Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs having Udog Aadhar memorandum
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

The MSEs owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs; the SC/ST certificate issued by District Authority must be submitted in addition to certificate of registration with any one of the agencies mentioned above. The bidder shall be responsible to furnish necessary documentary evidence to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

7.2 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful agencies should ensure that the same are valid till the end of the contract period.

7.3 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

7.4 The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Fees and Earnest Money Deposit (EMD).

## **8. Participation in Bids:**

### **8.1 Portal Registration for e-tendering:**

The applicant/agency intending to participate in the e-tendering and to download the detailed bid document have to register themselves in the NEEPCO's e-tendering portal <https://neepco.abcprocure.com>. The registration shall be valid for one year from the date of activation of profile.

The applicant/agencies who have already registered in NEEPCO's e-tendering portal having valid registration need not to register again. However, such applicant/agencies are to ensure that their registration in the e-tendering system is valid till the completion of the entire bidding process of the relevant NIB.

### **8.2 Portal registration fee:**

The fees for Registration in the portal is Rs. 3000.00 (Rupees three thousand) only per year (Non refundable).

### **8.3 The procedures for registration in the e-tendering portal are as under.**

Step-1: Visit the e-tendering portal <https://neepco.abcprocure.com>

Step-2: Click on new Register and submit the online Form for company /bidder details required. Already registered bidder having a valid registration may directly log-in to the e-tendering portal.

Step-3: The bidder has to map the digital certificate (Class-II or Class –III Signing &Encryption Certificate) with his login-id as per the name of the registered company for approval process. For registration & Digital Certificate related information, the bidders may contact the Service Provider at:

E-Procurement Technologies Limited (ETL)

Mr. Himalaya Vaishnav

Phone No. +91-79-40016866/38/21/18

Mobile No. +91-9099090830

Email [info@abcprocure.com](mailto:info@abcprocure.com)

Step-4: Payment for bidder registration in the e-tendering portal:

Bidders shall make the payment of non-refundable Bidder registration fee of Rs.3000.00 (Rupees Three thousand only) through "SB-COLLECT" of State Bank of India as per procedures/steps elaborated in Cl. No. 7 below.

Step-5: After payment of bidder registration fee through "SB-COLLECT" of State Bank of India, this system generated receipt shall be downloaded and send it to the Contracts & Procurement Department, NEEPCO, Shillong at e-mail ID : [contract\\_neepco@yahoo.com](mailto:contract_neepco@yahoo.com) to advice the service provider for approval of the Bidders' registration.

Bidders may also contact Sri N.Kithan, Manager (C), C&P Department, NEEPCO, Shillong, Mobile No. +91-9436306773, to get confirmation regarding receipt of bidder registration fee.

Step-6: On approval of the bidder in the system, e-mail will be sent by the Service Provider to the Company/bidder regarding their bidder profile activation. The registration is valid for one year once bidder profile is activated.

8.4 All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Bidder Registration, if any.

8.5 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 neepco@gmail.com

8.6 For any clarification related to procedure for bid submission, online furnishing of clarification in e-procurement portal etc, bidders may contact:-

**E-Procurement Technologies Limited (ETL)**

A - 201-208, Wall Street - II / Opp. Orient Club

Nr. Gujarat College / Ellis bridge, Ahmedabad - 380015.

Gujarat, India

**Phone No. : +91-79-4027 0564 | 555 | 563 | 507 | 548**

Cell: +91-93745 19729 | +91-93286 57215

Support Help-Desk No. at NEEPCO Shillong:

Tel: 0364-2507270/8974665789

Mail: support.neepco@abcprocure.com | support@abcProcure.com

**9.0 BID FEE**

Bidders shall have to make BID FEE (non-refundable) of Rs. 5000.00 (Rupees five thousand) for participation in this instant NIB.

The bidder shall make the payment through “SB-COLLECT” of State Bank of India as per procedures/steps elaborated in Cl. No. 7 below.

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.

**10. Earnest Money Deposit:**

The earnest money deposit against this tender shall be Rs.1,00,000 ( Rupees One lakh) and to be submitted as per terms given in the tender document.

**11. Bid Validity:** 120 (one hundred twenty) days from the date of opening of Bids. Bids having validity of less than 120 days is liable for rejection. The Corporation may request the bidders to extend the period of validity of bid & bid security for specified additional period

**12. The procedure/steps for payment** by SB-COLLECT of State Bank of India (for payment of portal registration fee, Bid fee, EMD etc):

STEP-1	The bidder shall visit url/web page <b><a href="https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm">https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm</a></b> on any internet browser.
STEP- 2	State Bank Collect page will appear. Select “ <b>ALL India</b> ” for “ <b>State of Corporate/Institution</b> ” Select “ <b>PSU</b> ” for “ <b>Type of Corporate/Institution</b> ” Click “GO”
STEP -3	In the new screen, select PSU Name as “ <b>North Eastern Electric Power Corporation Limited</b> ” and Submit.

STEP-4	In the new screen, select Payment Category as “ <b>SHILLONG- PARTIES</b> ”.
STEP-5	<p>New Screen will appear, here the bidder has to fill all the required information for the payment as under:</p> <ul style="list-style-type: none"> <li>i) Under <b>Name of Payer</b> : The Bidder is to filled up his Name and Address.</li> <li>ii) Under <b>Short Details of Payment</b>: The Bidder shall indicate Portal <b>Registration Fees, BID FEE, EMD as applicable</b>. In case of BID FEE and EMD payment, the Bidder shall indicate BID FEES or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. .... dated DDMMYYYY, the bidder has to fill under this option as “EMD for NIB No. XX dated DDMMYYYY”).</li> <li>iii) Under <b>Type of PAYER</b> :The Bidder is to select VENDOR OR CONSULTANT whichever is applicable.</li> <li>iv) Under <b>CIN in case the Payer is a company</b>: The bidder is to fill up his CIN in case of a company, otherwise may kept blank.</li> <li>v) Under <b>Payment amount</b>: The bidder is to fill up the amount as per bid condition.</li> <li>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</li> <li>vii) Fill Captcha.</li> <li>viii) Then Submit.</li> </ul>
STEP-6	In the new screen, check the details and click “ <b>CONFIRM</b> ”, if correct.
STEP-7	The <b>Multi Option Payment System</b> will be available for making the payment. The Bidder may select option as per convenient and make the payment.
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>

### 13. Submission and opening of Bids:

13.1 Bidders shall prepare and submit their bids (technical bid only) in the electronic form under Envelope-1 at <https://neepco.abcpurchase.com>. Online bidding forms will be available in the above website.

13.2 Bidders may view the tender opening results at <https://neepco.abcpurchase.com> by marking their presence for online tender opening.

13.3 Bidders are requested to visit <https://neepco.abcpurchase.com> and <http://www.neepco.gov.in> regularly for any modification/clarification of the bid document.

13.4 Submission of bids shall not automatically construe qualification for evaluation.

**14. Important dates:**

Date & time of commencement of downloading of Bid Document from <a href="https://neepco.abcpocure.com">https://neepco.abcpocure.com</a>	10-00 hrs on 22.12.2017
Last date & time of downloading of bid document:	10.00 hrs. on 18.01.2018
Last date & time for submission of online bids:	14:00 hrs. on 18.01.2018
Opening of bids	16:00 hrs. on 18.01.2018

In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the bids shall be submitted by the bidders as per stipulated time, however, the date of opening of bids will be the following working day at the appointed times.

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

**16. NEEPCO reserves the right to reject any or all bids,** or to annul the bidding process and reject all the bids for any justified and genuine grounds, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the grounds for such action.

## **SECTION-II**

### **TERMS AND CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCIES**

#### **0.0 DEFINITION OF TERMS:**

1. The "Government" shall mean the Government of India or any State Government, as the case may be.
2. The "Owner" / "Corporation"/ "Purchaser" / "NEEPCO" shall mean the North Eastern Electric Power Corporation Limited, Shillong and shall include its legal representatives, successors and permitted assigns.
3. "Contract" means the Agreement entered into between the Owner and the Contractor as per the "Contract Agreement" signed between the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
4. The "Officer-in-Charge" shall mean the Officer appointed by the Corporation to sign or cause to sign the Contract Agreement on behalf of the Corporation and after signing of Contract Agreement, the "Officer-in-Charge" shall be the Officer appointed by the Corporation or its duly authorized representative to direct, supervise and be in charge of the works/services for the purpose of the Contract.
5. "Letter of Empanelment" shall mean the official notice issued by the Owner notifying the empanelment of qualified agencies.
6. Words imparting the singular only shall also include the plural and vice versa where the context so requires.
7. Words imparting 'persons' shall include firms, companies, corporations and association or body of individuals, whether incorporated or not.
8. The word "Bid" is synonymous with "Proposal". The word "Bidder" is synonymous with "Applicant" or "Agency" and the word "NIB" is synonymous with "Request for Empanelment (RFE) or "Request for Proposal" wherever mentioned.

#### **1.0 GENERAL INFORMATION**

1.1 North Eastern Electric Power Corporation Limited (NEEPCO), a Miniratna Category-I Government of India Enterprise under the Ministry of Power was set up on the 2nd of April, 1976 to plan, investigate, design, construct, generate, operate and maintain power stations in the North Eastern Region of the country. NEEPCO has an installed capacity of 1287 MW. NEEPCO's authorized share capital is Rs 5000 Crores at present

1.2 In order to create an efficient publicity management, NEEPCO/OWNER invites applications from the experienced advertising agencies for Empanelment of Advertising Agencies for 2 years for various Public Relations Activities of NEEPCO offices in Shillong and all Plants/Projects/Offices, details of which are available at [www.neepco.co.in](http://www.neepco.co.in) through Single Envelope Bid.

#### **2.0 SCOPE OF WORK:**

The scope of work is given in the Detailed NIB

#### **3.0 PERIOD OF EMPANELMENT:**

The Empanelment of selected Agencies shall be valid initially for a period of two years which will be extendable to one year depending on satisfactory performance of the empaneled agencies. However, NEEPCO reserves the right to terminate the services of the Agency at any time without assigning any reasons whatsoever. The empaneled agencies will have to enter into an agreement with the Owner as per the format attached as Annexure-VI.

#### **4.0 COST OF BIDDING:**



The applicant shall bear all costs and expenses associated with preparation and submission of application including technical and other presentations etc, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process for Empanelment of Advertising Agencies.

#### **5.0 LANGUAGE:**

The proposal/bid prepared by the Applicant and all correspondences and documents relating to the application, exchanged by the Applicant and the Owner shall be written in the English, provided that any printed literature furnished by the Applicant may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify application. For purposes of interpretation of the applications, the English translation shall govern.

#### **6.0 EMD:**

6.1 The bidder shall submit the EMD of Rs.1,00,000 ( Rupees One lakh) in the form of DD drawn in favour of “NEEPCO Ltd” payable at Shillong or deposit the EMD amount through “SB-COLLECT” of State Bank of India as per procedure / steps elaborated in the Detailed NIB.

The proof of payment shall be submitted with the online technical bid.

6.2 The EMD shall be payable without any condition to the Owner.

6.3 The EMD of the successful empanelled agencies will be returned after acceptance of the Contract Performance Guarantee furnished by them.

6.4 The EMD of the unsuccessful / rejected applicants/agencies shall be returned after completion of Technical evaluation.

6.5 Any bid not accompanied by EMD will be rejected.

6.6 No interest will be payable by the Owner on the EMD amount.

6.7 The EMD may be forfeited if the bidder withdraws his bid after the bid opening, during the period of bid validity and extension thereof; engages in corrupt, fraudulent, collusive, coercive practices, during bidding process; or in the case of successful empaneled agency(ies), if the agency(ies) fail/s within the specified time limit to furnish the required Contract Performance Guarantee (CPG), and sign the Contract Agreement.

#### **7.0 RIGHT TO THE PURCHASER**

NEEPCO reserves the right to accept or reject any application which is not found suitable without assigning any reason whatsoever.

#### **8.0 CLARIFICATION OF BID DOCUMENTS**

A prospective bidder requiring any clarification on the stipulations of the bid documents may notify the Owner in writing by post or fax or e-mail at the Owner’s mailing address indicated in the Notice Inviting Bid. The Owner will respond to such request for clarification on the stipulations of the bid documents, which is received not later than 15 (fifteen) days prior to the deadline for submission of bids prescribed by the Owner. The Owner shall furnish the clarifications within 7 (seven) days of receipt of request for clarification. The owner’s response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the website [www.neepco.co.in](http://www.neepco.co.in) and online portal <https://neepco.abcpurchase.com>. Verbal clarifications and information given by the Owner or his employee (s) or his representative (s) shall not, in any way, be binding on the Owner.

#### **9.0 AMENDMENTS TO BID DOCUMENTS**

9.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

9.2 All such amendment will be notified in the online portal <https://neepco.abcprocure.com> and in NEEPCO's website [www.neepco.co.in](http://www.neepco.co.in). Such amendment issued in the website and online portal will be binding on the bidder. The bidders are requested to regularly visit the above portal/ website for any amendment/ corrigendum.

9.3 All such amendments shall form part of bid documents. The Owner / Purchaser shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.

9.4 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner, at its discretion, may extend the deadline for the submission and opening of bids.

## **10. PREPARATION AND SUBMISSION OF BIDS:**

10.1 Bids should be submitted in electronic form in <https://neepco.abcprocure.com>. Online bidding forms will be available in the website. The bidders will submit their bids in the online bidding forms using their digital signatures.

10.2 Each bids will contain the following sealed cover:

- a) Envelope – 1 (TECHNICAL BID)
  - i) Proof of payment of bid fee and EMD.
  - ii) Annexure-I, II & V with supporting documents.
  - iii) Annexure-III if applicable

10.3 The following original documents are required to be compulsorily submitted physically within 7(seven) days of bid closing time. However, bidders are to ensure that the scan copy of the documents is uploaded and mapped along with the online technical bid.

- a) Demand Draft towards payment of Earnest Money Deposit (EMD).

### **Method of submission of above document.**

The above documents shall be submitted either personally or by Registered Post in a single sealed envelope super scribing the NIB No with date and addressed to :

Executive Director(HR)  
NEEPCO Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong - 793003

10.4 Modification and withdrawal of bid:

- a) The bidders will be permitted to withdraw/modify his bid before the date set for opening of bids only against a written request.
- b) Bidders are allowed to withdraw their online bids in the e-tender portal and re-submit the same within the scheduled date and time for bid submission.

10.5 Bids not meeting the terms and conditions of bid document will be treated as non-responsive and therefore will not be considered for empanelment.

10.6 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 difficulties faced during the submission of bids online by the bidders at the eleventh hour.

## **11.0 SIGNATURE OF BIDS:**

11.1 The bids must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed at each page by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. The signed and sealed documents shall be scanned and uploaded under the online bidding form.

11.2 Bids by Corporation/Company must be signed with the legal name of the Corporation / Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation / Company in the matter.

11.3 A bid by a person who affixes to his signature the word "President", "Managing Director", "Secretary", "Agent", or other designation must be supported by his name.

11.4 The bidder's name stated on the proposal shall be the legal exact name of the firm.

11.5 Erasures or other changes of the bid documents shall be initialed by the person signing the bid.

#### **12.0 OPENING OF BIDS:**

12.1 The Owner will first open online bid (Envelope – 1) at the scheduled date and time.

12.2 The bidder may view tender opening results in the online portal by making their presence for online tender opening. The bidders may also depute their authorized representative to be present during tender opening in the Office of the Sr. Manager(CC), NEEPCO Ltd., Shillong.

12.3 In the event of the specified date of bid opening being declared a holiday for the Owner, the bids shall be opened at the appointed time and location on the next working day.

12.4 The Bidders' names, Bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening of the Techno-Commercial bids. No bid shall be rejected at the time of bid opening,

12.5 Any hard copy of bid document submitted as per bid condition which is received by the Owner after the deadline for submission prescribed by the Owner, will be rejected and / or returned unopened to the bidder.

12.6 Bids that are not opened and declared at the time of bid opening shall not be considered further for evaluation, irrespective of the circumstances.

#### **13 EVALUATION OF BID AND PROCEDURE FOR EMPANELMENT:**

13.1 An initial screening of all the applications will be undertaken by NEEPCO on the basis of the Applicant's compliance to the Qualifying Requirements (QR) as laid down in the detailed NIB. The Bids will be evaluated based on documents submitted for 50 out of 100 marks. Only those agencies which score at least 30 out of 50 marks will be asked to make presentation. The marks of the technical evaluation and presentation will be added for arriving at final technical score. The agencies having final minimum scoring at least 60 will be considered for empanelment. The number of agencies to be empaneled will be at the sole discretion of NEEPCO. However, the act of empanelment shall not prohibit NEEPCO of its right to release advertisement directly without routing them through the empaneled advertising agencies.

13.2 During evaluation, the Corporation may, at its discretion, ask any bidder for clarification on their bids. The request for clarification and the response shall be in writing or by cable/ facsimile/e-mail. The bidders will not be permitted to change the substance of the bid after the bid has been opened.

NEEPCO reserves the right to waive minor deviation if they do not materially affect the capacity of the bidder to perform the contract.

13.3 The following marking criteria shall be followed based on the Turnover, Company strength, Media strength, PR services and the presentation made by the bidders before NEEPCO.

Sl.no	Head	Maximum marks	Minimum marks
1	TURNOVER in Crores	20	10
2	COMPANY STRENGTH -No.of employees & infrastructures available	15	7.5
3	MEDIA STRENGTH -Clients serviced, Campaign handled, Awards, Exhibitions organized, films produced, best achievements(creative) etc.	15	7.5
4	Presentation #	50	25
	TOTAL MARKS	100	
<p>Note: Bidder shall be considered qualified for empanelment provided :</p> <p>1.The Bidder achieves the minimum marks indicated above for items 1,2,3 and 4</p> <p>2. The total score is not less than 60 out of 100</p>			

# Presentation by Agency with a special focus on handling clients from the North East.

“The marking for “Turnover in crores shall be as under:

Sl. No.	Sub Head	Marks to be awarded
1	Turnover in Crores	
1.1	MAAT as specified in Detailed NIB	10
1.2	More than MAAT as specified in detailed NIB	20

For this purpose, the turnover will be rounded off to the nearest crore for every fraction upto 0.5 and to the next crore in case of more than 0.5

The marking for “Company Strength” shall be as under:-

Sl No	Sub – Head	Marks to be awarded
1	<b>Number of persons working</b>	
	1 to 10 nos	2
	11 to 20 nos	3

	More than 20 nos	4
2	<b>Number of creative team members</b>	
	0 to 3 nos	2
	More than 3 nos	3
3	<b>Number of Media Experts</b>	
	0 to 2 nos	2
	More than 2 nos	3
4	<b>If full fledged studio exists</b>	2
5	<b>If Creative Department exists</b>	2
6	<b>If Printing Facility available</b>	1

The marking for “Media Strength” shall be as under:-

Sl No	Sub – Head	Marks to be awarded
1	<b>Clients Serviced within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	5 to 6 nos	3
	7 to 8 nos	4
	9 to 10 nos	5
	More than 11 nos.	6
2	<b>Campaign handled within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3
3	<b>Exhibitions organized within last three years</b>	

	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3
5	<b>Films produced within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3

The marking for “Presentation” shall be as under:-

Sl No	Parameter	Marks to be awarded
1	Creative Concepts and Approach	20
2	Technical & Aesthetic standard of work	20
3	Strategy to complete assigned works	10

13.4 On finalization of evaluation, “letter of Empanelment” shall be issued to the successful agencies.

13.5 NEEPCO reserves the right to accept or reject any applications which are not found suitable without assigning any reason whatsoever.

#### **14 METHOD OF JOB ALLOCATION TO EMPANELLED AGENCIES**

14.1 The empaneled agencies will be asked to service NEEPCO for routine release of advertisement on rotation basis for first six months and subsequently on service provided by respective agencies. In the event of specific requirement for development and release of a media campaign, NEEPCO reserves the right to contact any/all empaneled agencies urgently on Fax/Telephone/E-mail to prepare and submit design work and also distribute the design so developed amongst one or more agencies selected for further release of the same to the media.

14.2 The agency (ies) shall be required to furnish copies of current rate cards of all national and important regional dailies to NEEPCO immediately after the empanelment to help prompt release of payment under this head.

14.3 Allocation of jobs, other than press advertisements, like printing, video-film, preparing spots etc. will be decided based on tendering amongst the empaneled agencies. Depending on the requirement, NEEPCO may invite the tenders in such cases from limited number of advertising agencies.

14.4 The agency will not be paid for Artwork, Art pull and production charges for any type of advertisement release & translation of material in English to Hindi or in any other Indian language, if required.

14.5 The agency shall make all efforts to get maximum discount from the electronic and print media for NEEPCO.

14.6 If any grievous mistake takes place in executing the NEEPCO's assignment viz. wrong printing of advertisement etc, the agency will publish the correct version again at their cost and no payment shall be made for the same with corrigendum.

14.7 Preference to MSE Agency: Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty percent of the total quantity of the tender / services shall be earmarked for MSEs. Out of the 20 (twenty) percent target for MSEs, 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements, 4 (four) percent sub-target so earmarked shall be met from other MSEs.

#### **15.0 CONTRACT PERFORMANCE GUARANTEE(CPG)**

15.1 The empaneled Agencies shall have to submit a bank Guarantee towards Contract Performance Guarantee (CPG)for amount which will be indicated in the "letter of empanelment" to the Agencies. The Bank Guarantee as per prescribed format shall be submitted from any Nationalized Bank/Scheduled Bank in India.

15.2 The CPG shall be submitted within 10 days of letter of empanelment from NEEPCO.

15.3 The CPG shall be kept with NEEPCO during the entire duration of empanelment period and shall be returned without any interest to the agency within 60 days of expiry/termination of contract.

15.4 The CPG in full or part may be forfeited in the following cases:

- a) When any term and condition of the Contract is breached.
- b) When the agency fails to execute the work satisfactorily.

Notice of reasonable time will be given in case of forfeiture of CPG.

#### **16.0 REMUNERATION FOR ADVERTISING AGENCIES:**

16.1 The standard agency commission of 15% or such other rates as may be prescribed by the Indian Newspaper Society from time to time on gross rates as allowed by Media/Publishers shall alone constitute the remuneration of the agency for release of various advertisements is stipulated. Service charges are not payable on paper cost for print job such as brochures/catalogues, house journals and other publications.

16.2 Bills for advertisement releases should invariably be supported by the copies of the bills from newspaper/magazines, rate card of publication, voucher copies and other relevant bills in triplicate. Payment will be made in each case after verifying these documents.

16.3 Payment shall be released within 30 days from the submission of bills, subject to fulfilment of requirements and submission of supporting documents as required.

16.4 The remuneration as aforesaid is for complete assignment which includes ensuring quality of material, reproduction as per specifications, proper liaison with Media/Publishers/Suppliers and timely delivery of material, failing which NEEPCO shall levy and recover from the pending bills of the Agency as liquidated damages @ 0.5% per week of delay or part thereof subject to a maximum of 10% award value.

16.5 Paying Authority: Dy. Manager (Bills), NEEPCO Ltd, Shillong.

16.6 The following information shall be submitted for receiving payment through e-payment system.

1. Name of Beneficiaries:
2. Name of the Bank:

3. Branch of the Bank:
4. IFSC Code of the Branch:
5. Account No.:
6. City/Town:
7. Fax No. of the Bank:
8. Telephone No. of the Bank:
9. E-mail address of the Bank:

**17.0 COMPLIANCE TO RULES & REGULATION:**

The agency shall be responsible for compliance of Government Rules & Regulations and any other instructions on the subject while providing service.

**18.0 SETTLEMENT OF DISPUTE :**

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 reenactment(s) and or modification(s) thereof and of the rules framed there under. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and 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 Agency. Further, the service shall be governed by the Indian laws for the time being in force. The venue for the arbitration shall be Shillong.

**19.0 JURISDICTION OF COURT:**

The Contract shall be governed by the Indian Laws for the time being in force and shall be subjected to the jurisdiction of the High Court of judicature at Shillong High Court, Meghalaya.

**20.0 TERMINATION:**

The owner reserves the right to terminate the contract at any time without assigning any reason thereof and to forfeit the whole of the CPG, if the agency fails to complete the assigned works satisfactorily. The owner may, without prejudice to any other remedy, as may be available for breach of contract, by written notice, send to the agency, may terminate the contract, in whole or in part, once any default is noticed.

(a) If the agency fails to deliver /undertake any or all of the services within the time period(s) specified in the contract/ work schedule/request, or any extension thereof granted by the Owner

(b) If the agency fails to perform any other obligation (s) under the contract;

(c) If in the opinion of the Owner, the performance of the Contractor is not satisfactory, Contractor engages in any unlawful act, or due to any other reasons, at the sole discretion of the owner and the agency shall not be entitled to any compensation by reasons of termination.

In the event, the Owner terminates the Contract in whole, or in part pursuant to the above, the Owner reserves the right to get the remaining services executed by another Agency of its choice, by giving notice and in that eventuality the agency is bound to make good the additional expenditure, that the Owner may have to incur in executing the remaining part of the Contract.

**21.0 PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a 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.

**22.0 INDEMNIFICATION:**

The Agency shall indemnify the Owner against any action or proceedings brought against the owner by act of commission/omission or negligence on its part or on the part of its employees/agents, in the performance of the services under the contract. The Agency shall be liable for any of its or its employees/agents actions that are detrimental to the interest of the Owner and the quantum of damages for the same will be decided by the Owner and will be final and binding on the Agency. The Agency shall also indemnify the owner in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services rendered by the Agency to the NEEPCO

**23.0 CORRUPT or FRAUDULENT PRACTICE:**

The owner requires that the bidders observe the highest standard of ethics during the tendering process, procurement and execution of the contracts. In pursuit of this policy, the following are defined.

23.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

23.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

23.3 The purchaser will reject the offer of the bidder if the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

23.4 The purchaser will declare the firm ineligible, either indefinitely or for a stated period of time. The purchaser may also forfeit the earnest money deposit (EMD), if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract

**SECTION – III**

**ANNEXURE-I**

**APPLICATION FOR EMPANELMENT OF ADVERTISING AGENCIES**

Applicant's Name and Address:

Application Reference:

Person to be contacted:

Designation:

Telephone No.: Fax:

To

**ED (HR)**

**NEEPCO,**

**Brookland Compound, Lower New Colony**

**Shillong- 793003**

**Sub. : Application for Empanelment of Advertising Agencies.**

Dear Sirs,

1.0 We, the undersigned Applicant, have read and examined in detail the "Request For Empanelment"(RFE) Document for Empanelment of Advertising Agencies for executing various Public Relations Activities of NEEPCO.

2.0 We confirm having submitted the DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS in "QUALIFYING REQUIREMENT SCHEDULE"(Section-III of RFE document) as required by you along with this Application. In case you require any further information in this regard, we agree to furnish the same.

3.0 In addition to the information called for in Section-III, we have included with this proposal additional information separately.

4.0 We, hereby, declare that only the persons or firms interested for empanelment as principals are named herein and that no other persons or firms other than herein mentioned have any interest in this empanelment, if we are empaneled, and this application is made without any connection with any other persons, firm or party likewise submitting an application and that this application is in all respect for and in good faith, without misrepresentation, collusion or fraud.

Dated this ..... day of ..... 20.....

Thanking you, we remain

Yours faithfully

Date :

Place:

(Signature of the authorized signatory)

(Printed Name).....

(Designation)

(Common Seal) .....

Business Address:

Name and Address of Principal Officer:

(To be accompanied by authorization Certificates for signing the tender documents and for all communication with NEEPCO regarding the subject tender)

**ANNEXURE-II**  
**QUALIFYING REQUIREMENT SCHEDULE**  
**DETAILS IN SUPPORT OF QUALIFYING REQUIREMENTS FOR EMPANELMENT OF ADVERTISING AGENCIES**

Name of the Advertising Agency and address of Registered Office:

Year of Establishment:

Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd)

**EVALUATION OF QUALIFIED APPLICANTS**

As mentioned in the procedure for empanelment in bid document, evaluation of Qualified Applicants shall be carried out based on their Turn over, Company strength, Media strength, PR services and the presentation made by them before NEEPCO, and for the purpose of ranking, marks shall be allotted to the applicants under different heads given below.

**1. FULL INS ACCREDITATION CERTIFICATE:**

Is the agency having full INS accreditation for last three consecutive years	Yes/ No ( <i>If yes please enclose Copy of certificate from INS</i> )
Is the agency having valid INS accreditation as on the last date of submission of EoI	Yes/ No
DETAILS OF INS CERTIFICATE	Ref. No ..... Date of Issue .....
Supporting Document	Copy of certificate to this effect from INS shall be submitted along with the application by the Applicants

**2. EVALUATION**

Sl.no	Head	Maximum Score	Minimum Score
1	*TURNOVER in Crores	20	10
2	COMPANY STRENGTH-No.of employees & infrastructures available	15	7.5
3	MEDIA STRENGTH-Clients serviced, Campaign handled, Awards, Exhibitions organized, films produced, best achievements(creative) etc.	15	7.5
4	Presentation #	50	25
	TOTAL MARKS	100	

Note: Bidder shall be considered qualified for empanelment provided :

- 1.The Bidder achieves the minimum marks indicated above for items 1,2,3 and 4
2. The total score is not less than 60 out of 100
3. **Supported by certified copies of Balance sheet, Profit & Loss account and Income Tax Clearance Certificate (ITCC)**

3. MARKING

a. TURNOVER

“The marking for “Turnover in crores shall be as under:

Sl. No.	Sub Head	Marks to be awarded
1	Turnover in Crores	
1.1	MAAT as specified in Clause 5.1(ii)	10
1.2	More than MAAT as specified in Clause 5.1(ii)	20

**For this purpose, the turnover will be rounded off to the nearest crore for every fraction upto 0.5 and to the next crore in case of more than 0.5”**

b. COMPANY STRENGTH

Sl. No.	Sub Head	Marks to be awarded
1	Turnover in Crores	
1.1	MAAT as specified in Clause 5.1(ii)	10
1.2	More than MAAT as specified in Clause 5.1(ii)	20

c. MEDIA STRENGTH

Sl. No.	Sub Head	Marks to be awarded
1	Turnover in Crores	
1.1	MAAT as specified in Clause 5.1(ii)	10
1.2	More than MAAT as specified in Clause 5.1(ii)	20

d. PRESENTATION

SI No	Parameter	Marks to be awarded
1	Creative Concepts and Approach	20
2	Technical & Aesthetic standard of work	20
3	Strategy to complete assigned works	10

# Presentation by Agency with a special focus on handling clients from the North East.

NEEPCO reserves the right to accept or reject any applications which are not found suitable without assigning any reason whatsoever.

4. DETAILS TO BE SUBMITTED

COMPANY STRENGTH (Give details of each item in separate Sheet for each offices along with documentary proof)

1.
  - No. of persons working
  - No. of creative team members
  - Whether Art Dept. Exists
  - No. of Media experts
  - If the full fledged studio exists(Details)
  - Recording facilities
  - Printing facility
  - No. of employees in office Guwahati/Shillong
  - Any other

2. Full address of the head office/other offices

Address	
Tel. No.:	
Fax No.:	
E-Mail:	
Contact Person with Designation	

Address of office at

Address	
Tel. No.:	
Fax No.:	
E-Mail:	
Contact Person with Designation	

Address of office at

Address	
Tel. No.:	
Fax No.:	
E-Mail:	
Contact Person with Designation	

Address of office at

Address	
Tel. No.:	
Fax No.:	
E-Mail:	
Contact Person with Designation	

**Note: Proof of telephones in the name of the agency at the indicated addresses or any other documentary proof to establish bonafides of all the above referred offices such as Article of Associations, Partnership Deed, Registration Certificate etc.**

MEDIA STRENGTH (Details to be supported by documentary evidence)

List of clients presently serving (public sectors/private sectors, etc.)

- 1.
- 2.
- 3.
- 4.

List of Power Sector PSUs services in past 5 years (Attach latest copies of Award letters)

- 1.
- 2.
- 3.
- 4.

Details of Works executed in the last three years (PSU, Central Govt, State Govt, Ministries, Autonomous bodies, statutory bodies and Public Limited companies.)

- 1.
- 2.
- 3.

Details of works in hand

- 1.
- 2.
- 3.
- 4.

Works anticipated in future.

- 1.
- 2.
- 3.
- 4.

Details of quality systems in place.

Past experience and performance.

(enclose copies of performance certificate to be not more than 3 years old)

Details of awards, accolades in print media/visuals from the reputed publications like A&M etc. within last three years(attach copies of certificates)

- 1.
- 2.
- 3.
- 4.

Major campaigns undertaken within last three years.

- 1.

- 2.
- 3.
- 4.

Exhibitions organized within last three years

- 1.
- 2.
- 3.
- 4.

Films produced within last three years

- 1.
- 2.
- 3.
- 4.
- 5.

Best achievements(creative) within last three years

- 1.
- 2.
- 3.
- 4.

**SAMPLE OF JOBS DONE ON THE BASIS OF WHICH THE AGENCY IS SEEKING EMPANELMENT:**

1. Details of copies of the Annual Report or Corporate Brochure or House Journal
2. Photos of Exhibitions /Tableaux held with details
3. Copy of Advertisements
4. Film/TV spots
5. Any other

**ADDITIONAL INFORMATION**

1. Are you serving for NEEPCO recently or in the past, if so, please attach copy of appointment of empanelment.
2. Capability to arrange interviews in Electronic (TV/Radio, website)/Print media, give details of such capability in past and commitment for NEEPCO without additional cost.

We certify that the above particulars are correct, true to the best of my knowledge. We understand and agree that in case at any stage it is found that any false information, misrepresentation of facts and submission of fake documents has been resorted to by the Applicant for seeking empanelment, the application shall be rejected and empanelment, if already done, with NEEPCO shall be cancelled.

Signature\_\_\_\_\_

(Authorised Representative)

Name\_\_\_\_\_

Designation\_\_\_\_\_

Address\_\_\_\_\_

Note:

1. If needed, the agency can use separate sheets for furnishing the details.
2. NEEPCO reserves the rights to verify the facts/documents given by the agency, if so required.



### **ANNEXURE-III**

#### **Undertaking for Agencies registered as Micro/Small Enterprises**

A. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organisation falls under the definition of the following category:

(i) [ ] - Micro Enterprises

(ii) [ ] - Small Enterprises

Please tick in the appropriate option box [ ] and attach relevant documents/ certificate, issued by ..... (District Industries centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Enterprises) as evidence of their applicability of Micro and Small Enterprises.

B. I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Signature of bidder

Place, date

**Annexure-IV**  
**PROFORMA OF CPG**

(To be stamped in accordance with Stamp Act)

Ref..... Bank Guarantee No.....

Date .....

To,

.....  
.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.(hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns ) having awarded to M/s ..... with its Registered/Head Office at .....

(hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser's Letter of Intent No ..... dtd .....and the same having been unequivocally accepted by the Vendor resulting in a "Contract" valued at ` .....(Rupees.....)  
for .....

( scope )

and the Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10(ten) percent of the said value of the Contract to the Purchaser. .

We .....

( Name and address of the Bank )

having registered Office at .....(hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns ) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Vendor to the extent of as aforesaid at any time upto ..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Vendor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Vendor. The Purchaser shall have the fullest liberty without affecting this guarantee, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Vendor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Vendor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Vendor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Vendor's Liabilities

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Purchaser and the Vendor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the Vendor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Vendor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this .....day of .....20..... at .....

Witness

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

Designation with Bank Stamp

..... Authority as per Power Of Attorney No.....  
(Official Address)

Dated .....

Note:-

The value & validity of this Bank Guarantee will be as defined in the letter of empanelment

**ANNEXURE-V**  
**Financial data Sheet**

Name of Bidder M/s.....

Applicants should provide financial information to demonstrate that they meet the requirements stated in the Bid document.

**FINANCIAL POSITION OF APPLICANT**

Bidder shall fill in the required financial figures in the table below to assess the MAAT as per Cl. 3 of Detailed NIB for each of the best 3 (three) years out of the last 5 (five) financial years, duly certified by Chartered or Public Accountant or Chamber of Commerce or Banks.

All figures in Rs

Sl No	Description	Year I	Year II	Year III	MAAT
					( Minimum Average Annual Turnover)
1.	Annual Turnover				

(Place and Date)

(Name and Signature of Authorized Representative)

**NOTES: This Data Sheet shall be duly certified by the Chartered Accountant.**

## ANNEXURE-VI

### Format of Contract agreement

This Contract Agreement entered into this .....Day of .....between North Eastern Electric Power Corporation Limited on one part, hereinafter called the “Purchaser”, which expression shall include their executors, administrators, successors and assignees, and M/S ..... with their registered office at ..... on the other part, hereinafter called the “Contractor” which expression shall include their executors, administrators, successors and assignees.

WHEREAS the Purchaser has accepted the offer of the Contractor submitted through e-tender portal against NIB No. ....for following works.

.....

The detailed scope of works shall be strictly in accordance with the Specifications and all other Terms and Conditions of the Bid Documents read in conjunction with amendments and clarifications issued by NEEPCO at various stages before finalization of the contract.

Terms and Conditions of NIB & Bid Documents will prevail where no specific amendments have been issued.

WHEREAS the parties agree that the terms of these presents will revoke and cancel all prior correspondence to the extent of repugnancy and the final terms have been reduced in writing, as annexed hereto.

IT IS AGREED that the Contractor shall execute the works as described in the attached contract documents. The entire scope of the Contract is explained in following Contract documents and the amendments issued thereto from time to time, which shall be read as integral part of this Contract.

The bid document include

1. ....
2. ....
3. ....

THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 : Letter of Intent

1.1 NEEPCO has awarded the contract to the Contractor for ..... The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

1.2 Contractor’s Acceptance of Letter of Intent of the Purchaser conveyed through .....

## Article 2.0 : Contract Documents

2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereafter referred to as the "Contract Documents").

Contract Document (single book) contains:

.....

-----.

These documents shall be read as an integral part of this contract.

## Article No. 3.0 : Conditions and Covenants

3.1 All the terms and conditions as contained in the contract documents read in conjunction with the amendments and clarifications issued by NEEPCO at various stages before finalization of this contract. The contract shall be duly governed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The above contract shall also include executing such works, which are not specifically mentioned in the contract document but essential for completion and successful operation of the system unless otherwise specifically excluded in the bid document.

3.3 Contract Period:

-----

3.4 It is expressly understood by the Contractor that the scope of works as described in the contract is indicative. For clarification, the composite scope shall be as described in the NIB, Purchaser's bid document and subsequent amendment if any, issued by the Purchaser.

3.5 The Contractor guarantees that the equipment package under the Contract shall meet all the requirement as stipulated in the bid document.

3.6 It is further agreed by the Contractor that the Contract Performance Guarantee furnished by him is intended to secure the performance of the entire contract and shall in no way be construed to limit or restrict the Purchaser's right to recover the damages/compensation due to non-availability of service due to period of engagement under agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise. The Contract Performance Guarantee furnished by the Contractor is irrevocable and unconditional and the Purchaser shall have the powers to invoke it notwithstanding any dispute or difference between the Purchaser and the Contractor pending before any court, tribunal, arbitrator or any other authority.

3.7 It is expressly understood and agreed by and between the purchaser and the Contractor that the Purchaser is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of contract law. The Contractor expressly agrees, acknowledges and understands that the purchaser is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counterclaims against the Govt. of India arising out

of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising out of /or under this agreement.

3.8 It may please be noted that all other terms and conditions though not specifically mentioned herein, but indicated in the bid documents, amendments, record notes of discussion etc shall also form an integral part of the contract and will be binding on both the parties.

#### Article 4.0 : Contract Price

The total contract value for the entire scope of work against .....

#### Article 5.0 : Terms of Payment

5.1 This shall strictly as per clause no. .... of NEEPCO's detailed bid documents.

#### Article 6.0 : Mode of Payment

6.1 This shall be strictly as per clause no.....

#### Article 7.0 : Deduction from Contract Price

7.1 Deduction from Contract Price shall be as per provisions of clause no. .... of the bid document.

#### Article 9.0: Settlement of Disputes

9.1 It is specifically agreed to by and between the parties that all the differences or disputes arising out of the Agreement shall be decided by the process of settlement and arbitration as specified in clause numbers ..... of bid document.

IT IS FURTHER AGREED that the works shall be performed fully and faithfully in accordance with the terms and conditions brought out in the contract document and specifications and as per the Time schedule stipulated.

IN WITNESS WHEREOF the parties to this Agreement have hereunder affixed their respective signatures on the day and year mentioned above.

1. WITNESS (Name and Address)

\_\_\_\_\_

(Purchaser's Signature)  
(Printed Name)  
(Designation)

\_\_\_\_\_ (Common Seal)

2. WITNESS (Name and Address)

1. WITNESS (Name and Address)

\_\_\_\_\_

(Contractor's Signature)  
(Printed Name)  
(Designation)  
(Common Seal)

2. WITNESS (Name and Address)