

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

OFFICE OF SR. MANAGER (E/M): U&WC:AGBP  
BOKULONI, DIST: DIBRUGARH

**NIB NO.04 DATED 16/03/2018**

North Eastern Electric Power Corporation Limited will conduct tendering for carrying out the following work.

Description	Time
Providing exhaust fan in toilets of quarters of AGBP colony including wiring , supplying, fitting along with required civil works as per Ann-I	90 days

The interested bidders may refer to the detailed NIB available at the websites <http://www.neepco.gov.in> and <http://www.eprocure.gov.in> and <http://www.neepco.abcprocure.com> for the particulars of the tender such as Bid fee, EMD, Tender time line etc.

Any subsequent addendum/corrigendum on the tender will be updated only on the websites mentioned above. However, changes in date of submission and opening of Bids, if any, shall also be published in newspapers.

Sr. Manager (E/M),  
Utility and Workshop Complex  
AGBP, NEEPCO Ltd

Memo No. NEEPCO/AGBP/U&WC/T-22 /2017-18/

/Dated

Copy for information to:

1. The HOP, AGBP, NEEPCO Ltd., Bokuloni.
2. The DGM(E), AGBP, NEEPCO Ltd., Bokuloni.
3. The Sr. Manager (Vig), AGBP, NEEPCO Ltd.
4. The Sr. Manager (IT), AGBP, NEEPCO Ltd for publication in NEEPCO website
5. The Sr. Manager (F), AGBP, NEEPCO Ltd. Bokuloni for necessary action please

Sr. Manager (E/M),  
Utility and Workshop Complex.

**Detailed Tender Document**  
**NIB NO. 04. DATED 16/03/2018**

Techno-commercial Requirement & Technical Specification

**Name of work:** Providing exhaust fan in toilets of quarters of AGBP colony including wiring , supplying, fitting along with required civil works as per Ann-I

1. North Eastern Electric Power Corporation Limited, a leading Miniratna Category-I Public Sector Enterprise under the Ministry of Power, Government of India, invites online electronic bids from prospective experienced bidders under Single-Stage, two Envelope bids through online Competitive Bidding for the work of Providing exhaust fan in toilets of quarters of AGBP colony including wiring , supplying, fitting along with required civil works as per Ann-I
2. **BIDDING PROCEDURE:**  
The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:  
  
**Techno-Commercial Bid (Envelope No. 1):** Shall contain Earnest Money Deposit (EMD), documents in support of Qualifying Requirements and Techno-Commercial Bid.  
**Price Bid (Envelope No. 2):** Shall contain Price Bid. Price Bids of only those Bidders who qualify in Techno-Commercial evaluation shall be opened.
3. **TIME OF COMPLETION:**  
The time allowed for completion of the supply in all respect shall be 90(Ninety) days.
4. **EARNEST MONEY DEPOSIT:** Earnest Money Deposit shall be Rs.33000.00 (Rupees thirty three thousands only).The procedure for depositing the EMD is mentioned in clause 7.4. A scanned copy of proof of depositing the EMD is to be uploaded online. Tenders not accompanied with requisite EMD or Tenders accompanied with EMD of inadequate value will be rejected .The bidders registered as Micro/ Small Enterprises are exempted from paying applicable Earnest Money Deposit (EMD).
5. **SCOPE:** Providing exhaust fan in toilets of quarters of AGBP colony including wiring , supplying, fitting along with required civil works as per Ann-I
6. **QUALIFYING REQUIREMENTS:**  
Only the reputed firm can bid for this tender. The bidders should have experience of executing similar types of work in any industrial organization/ Govt. Deptt. Both state and central/ Govt. of India undertaking anywhere in India in last three years. Bidders should have valid electrical contractors license, valid electrical supervisor license, PF registration, PAN card and GST registration certificate

## 7. PARTICIPATION IN BIDS

### 7.1 Portal Registration:

The bidders intending to participate in the instant e-tendering and to download Detailed Bid Document have to register themselves in the portal <https://neepco.abcprocure.com>.

### 7.2 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 vendor registration and submit the online Form for Company/Vendor details required. If a vendor is already registered in the e-tendering portal (<https://neepco.abcprocure.com>) of NEEPCO and registration is valid, then no further registration is required and the vendor may directly log-in the e-tendering portal.

Step-3: Then to make the payment for vendor registration in the e-tendering portal in the account mentioned below (at Clause 8.4). The fees for Vendor Registration in the portal is ` 3000.00 (Rupees three thousand only) per year (Non-refundable). If a vendor is already registered in the portal and registration is valid, no further payment for registration is required. However, vendor intending to participate in the relevant e-tender is to ensure that his registration in the e-tendering system is valid till the completion of the entire bidding process of the relevant NIB.

Step-4: After payment of vendor registration fee, the scanned copy of payment receipt should be sent along with the bidder's details at e-mail id: [rubudas@neepco.co.in](mailto:rubudas@neepco.co.in) to advise the service provider for approval of the Vendor. Vendors may contact Sri Rubumoni Das, Sr.Manager (E), AGBP, NEEPCO Ltd, and Mobile No. +919435395167, to get confirmation regarding receipt of vendor registration fee.

Step-5: After successful payment, the vendor has to map the digital certificate (Class-II or Class-III Signing & Encryption Certificate) with hid login-id as per the name of the registered company for approval process. For registration and Digital Certificate, the vendors may contact the Service Provider at:  
Mr Himalaya Vaishnav  
e-Procurement Technologies Ltd., Ahmedabad  
Phone No. +91-7940016866/38/21/18  
Mobile No. +91-9099090830  
E-mail: [info@abcprocure.com](mailto:info@abcprocure.com)

However, vendors are free to obtain Digital Signature Certificate from any other certification agencies appointed by the Controller of Certification Agencies (CCA) under the provision of IT Act, 2000.

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

### 7.3 Vendor registration fee:

The fees for Vendor Registration in the portal <https://neepco.abcprocure.com> is 3000.00 (Indian Rupees three thousand only) per year (Non-refundable).

### 7.4 Procedure for payment of EMD and bid fee

Bidders shall make payment of EMD as in clause 4 and bid fee of Rs.1000.00 (Rupees One thousand only) at the following Account. Scanned copy of proof of depositing the EMD & Bid fee is to be uploaded online. The bidders registered as Micro/ Small Enterprises are exempted from paying applicable Bid Fee.

- i. Name of Account: NEEPCO Ltd
- ii. Name of Bank : SBI
- iii. Account No : 34098989892
- iv. IFS Code : SBIN 0009143

During payment of Bid Fee in the above account, Bidders shall clearly indicate the NIB No. against which the Bid Fee is paid. Please make sure that name of account and account number matches at the time of deposit.

7.5 Bidders shall clearly indicate the head against which payment has been made at the above account in the following format:

(i) ...../NIB No .....dated ...../ EMD  
(Name of bidder)

(ii) ...../NIB No .....dated ...../ Bid fee  
(Name of bidder)

7.6 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 email id: [rubudas@neepco.co.in](mailto:rubudas@neepco.co.in). Bidders may contact in regard to the relevant NIB at +919435395167.

7.7 For any clarification related to procedure for bid submission, online furnishing of clarification in e-procurement portal etc., bidders may contact e-Procurement Technologies Ltd. (Service Provider) having the following contact details:

#### **e-Procurement Technologies Ltd**

A - 201-208, Wall Street - II / Opp. Orient Club  
Nr. Gujarat College / Ellisbridge Ahmedabad -  
380015.

Gujarat, India

**Tel :** +91-79-40016802 - 77

**Cell:** +91-9374519754 | 9377988119

**E-mail ID:** [Support@abcProcure.com](mailto:Support@abcProcure.com), [hemang.patel@procuretiger.com](mailto:hemang.patel@procuretiger.com)

- 7.8 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 online Vendor Registration, if any.
8. **SUBMISSION AND OPENING OF BIDS: (Relevant to e-tendering)**
- 8.1 Bidders shall prepare and submit their bids online in <https://neepco.abcprocure.com> as per timeline mentioned in Clause 10 below. Online bidding forms will be available in the above website. Submission of online bids is mandatory for consideration of the bids by NEEPCO. Besides online submission, bidders shall also compulsorily submit the following documents in offline mode as per Checklist provided in Detailed Bid Document.
- 8.2 Bidders may view the tender opening results of Techno-Commercial and Price bids in <https://neepco.abcprocure.com> by marking their presence for online tender opening.
9. **BID VALIDITY:** 180(one hundred eighty) days from the date of opening of Techno-Commercial Bids.
10. **TENDER TIMELINE:**
- (a) Date of commencement of downloading of Detailed Bid Document from <https://neepco.abcprocure.com>: w.e.f. 00:00 Hours (IST) of 20/3/2018.
- (b) End date and time for downloading of Detailed Bid Document upto 14:30 Hours (IST) of 20/04/2018
- (c) Last date & time for receipt of online bids: Upto 14:30 Hours (IST) on 20/04/2018
- (d) Last date & time for receipt of offline documents if any: Upto 14:30 Hours (IST) on 20/04/2018
- (e) Date & time for opening of Techno-Commercial bids online: At 15:00 Hours (IST) on 20/04/2018.
- In the event the last date specified for submission of bids and date of opening of Techno-Commercial bids is declared as a closed holiday for NEEPCO, the last date for submission of bids and date of opening of Techno-Commercial bids will be the following working day at the appointed times.
11. Bidders are requested to visit <https://neepco.abcprocure.com> , NEEPCO website <http://www.neepco.co.in> and Central Public Procurement portal <http://www.eprocure.gov.in> regularly for any subsequent notice of corrigendum to this Notice Inviting Bid.
12. The bidders are requested to adhere to the following: **(Relevant to e-tendering)** ii) Obtain individual Organization Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS (Electronic Tendering System).
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS.

- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS.
  - iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.). 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. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
13. **Terms of Payment:** 90% payment shall be made within 30 (thirty) days from the date of completion of work satisfactorily. Rest 10% will be kept as security deposit and will be released after completion warranty period.
  14. **Taxes:** As applicable. Bidders must submit necessary document related to tax.
  15. **LD :** Liquidity Damage will be charged 0.5% per week for uncompleted portion subject to maximum 10% if the work is completed within the stipulated period
  16. **Paying Authority:** The Sr.Manager (F), AGBP, NEEPCO Ltd., Bokuloni Chariali, Dibrugarh, Assam, PIN-786191.
  17. **Guarantee/Warranty:** 12 months from the date of completion or work satisfactorily.
  18. **Security Deposit:** As per clause 13 above.
  19. **Court of Competent Jurisdiction:** Any legal action taken or proceeding initiated or any of the terms of the agreement shall be only in the jurisdiction of local court of this Power Station area in Dibrugarh, Assam.
  20. **Force majeure:** Force majeure is herein defined as any cause which is beyond the control of supplier or purchaser as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract. This includes but not limited to wars, insurrection, civil disobediences, strikes, riots, epidemics, earthquakes, storms, floods, explosions or fire not caused by contractors negligence, lighting acts of God or the Public enemy which is of such a nature. Such occurrence will be notified by the either party within 15 days from the date of occurrence. The purchaser or the supplier shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after supplier's performance of obligation has been delayed due to other causes.
  21. 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 ground for the action of NEEPCO.
  22. **Materials:** Materials to be used for the works shall be provided by the contractor subject to the acceptance of the site engineer. In the event any defect found in materials or workmanship or otherwise not conformity with the requirement of the

contract specification, the same will be rejected and contractor shall have to rectify/replace the same free of cost.

23. **Tools & Plants:** The contractor shall arrange the Tools & Plants required for execution of works.
24. **The Corporation bears no** responsibility whatsoever towards the contractor's personnel for any loss /damage caused by any accident during the works. For any such eventuality the responsibility lies solely on the contractor.
25. **The Contractor shall** be solely responsible for arranging adequate safety of his personnel while at work and adhere to relevant safety regulations.
26. **The Contractor shall** ensure full compliance to various laws and statutory Regulation to the extent applicable as stated below, but not limited to in force from time to time.
  - 26.1 Workman's compensation Act 1948
  - 26.2 Payment of wages Act.
  - 26.3 Contract labour (Regulation & Abolition) Act 1970
  - 26.4 Provident fund and Miscellaneous Provision Act 1952
27. **REVERSE AUCTION:**
  - i) The bidders whose price bids have been opened may require to participate in the Reverse Auction event conducted as per Business Rules and Conditions for Reverse Auction which is incorporated in the bid document is attached at **Annexure-II** of this Part. The Purchaser reserves the right to go for Reverse Auction process to finalize the tender or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to the techno-commercially qualified bidders after opening of Price Bid. In case the Purchaser decides not to go for the reverse auction procedure for the tender, the price bids already opened and evaluated shall be considered for finalizing the award.
  - ii) Bidders shall furnish the Declaration for Reverse Auction (**Annexure-III**) along with the techno-commercial bid in their letter head.
  - iii) Bidders not confirming to participate in Reverse Auction if conducted by the Purchaser, then their original quoted price shall be considered as final.
  - iv) The bids of the techno-commercially qualified bidders who have confirmed acceptance to the Purchaser on reverse auction, but do not participate in Reverse Auction, then their original quoted price shall be considered as final.
  - v) If a bidder does not want to quote any price below the opening/starting/ base price during Reverse Auction, their "Logged In" during Reverse Auction itself shall be considered as Participation. Then their original quoted price shall be considered as final.
  - vi) The following procedure shall be adopted for the Reverse Auction.
    - a) It shall be Purchaser's discretion to use the Lowest Evaluated Cost already evaluated amongst the Price Bids or any other price as the opening /starting/ base Price in Reverse Auction.

If the L1 Price is taken as opening /starting/ base price for conducting the Reverse Auction, then for the purpose of convenience, the L1 price shall be corrected to nearest lower multiple of 100.

- b) Decrement value shall be 0.5% of the starting/ base price, corrected to nearest multiple of 100.
  - c) The minimum Price quoted by a bidder while concluding the Reverse Auction shall be considered as the lowest bid. The bidder shall be called the lowest bidder / Auction winner and the price quoted by the Auction Winner shall be called lowest price.
  - d) The percentage decrease of the lowest price quoted by the Auction Winner with respect to the price quoted by the same bidder in his original Price Bid shall be effected on each rates of items quoted by the Auction Winner in the BOQ of his original Price Bid.
- vii) After completion of reverse auction, the lowest bidder has to fax/e-mail the duly signed filled in prescribed format **Annexure-IV: Price Confirmation** and **Annexure-V: Price Break-up** (If required) under this Part confirming the price quoted within 24 hours of auction without fail.
  - viii) If no bid is received during reverse auction within the specified time duration of the online reverse auction, the original price quoted by the Techno Commercially qualified bidders in Price Bids shall be evaluated for award to the lowest bidder.
  - ix) If the L1 bidder as per the original Price Bid does not participate in the e-reverse auction, then the L1 price received during reverse auction shall be considered for evaluation and award.
  - x) The prices quoted in the e-reverse auction shall be the total price for all the BOQ items of Detailed Bid Document, inclusive of all applicable taxes & duties, levies etc. on his quoted prices as per Bid conditions.

Sr. Manager (E/M),  
Utility and Workshop Complex

Schedule of Work

Name of Work: Providing exhaust fan in toilets of quarters of AGBP colony including wiring, supplying, fitting along with required civil works as below

Item No.	Items	Unit	Qty.
01.	<p>Wiring for light/fan/call bell point with 2x 1.5 Sq.mm P.V.C. insulated single core unsheathed industrial (multistrand) cable FR conforming to IS-694:1990 with flexible bright annealed electrolic copper conductor for voltage grade 1100 volts (R.R. Kabel/ Finolex/Havell's/or equivalent make as approved by the Deptt) with flat 19mm ISI marked casing 'n' capping (AKG/prcision/presto plast/polycab/MW or equivalent make as approved by the Deptt) in surface system, including 6amps flush type switch/ bell push (Anchor penta/gold medal/kolor/kany.kom/havells or equivalent make as approved by the Deptt.) GI/MS switch board (ISI marked) half conceal on wall with phenolic laminated sheet cover, ceiling rose (Anchor/gold medal/kolor/kany.kom/havells or equivalent make as approved by Deptt.) etc. complete as directed and specified by the Deptt.</p> <p>Medium point up to 6 mtrs long Long point up to 10 mtrs long</p>	Each -do-	152 280
02.	<p>Supplying including fitting and fixing of following A.C. exhaust fan in the existing hole on wall of following sweeps with making necessary connections as approved by the Deptt. As required complete and as directed by the Department.</p> <p>a) Domestic High Speed 225 mm sweep (Orient make) or Trans Air 225 mm sweep (Crompton make).</p>	Each	432
03.	<p>Demolishing brick work including stacking of serviceable materials and disposal of unserviceable materials as directed for all levels.</p> <p><math>432 \times 0.375 \times 0.375 \times 0.23 = 13.972 \text{ Cum}</math></p>	Cum	13.972
04	<p>15mm thick cement plaster in single coat on single or half brick wall for interior plastering up to 1st floor level including arises, internal rounded angles, not exceeding 80mm in girth and finished even and smooth including curing complete as directed.</p> <p>(A) On rough side (i)In cement mortar 1:4 <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math> <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math> <b>149.04 Sqm</b></p>	Sqm	149.04

5	<p>Distemping two coats with oil bound distemper of approved brand and manufacture and of required shade an new wall surface to give an even shade, over and including a priming coat with distemper primer of approved brand and manufacture after thoroughly brooming the surface free from mortar dropping and other foreign matter and including preparing surface even and sand papered smooth.</p> <p>(A) (I) priming coat with distemper primer.  <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math>  <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math>  <b>149.04 Sqm</b></p> <p><b>(B)Top coat</b>  <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math>  <math>432 \times 2 \times 0.375 \times 0.23 = 74.52</math>  <b>149.04 Sqm</b></p>	Sqm	149.04
		Sqm	149.04

Business Rule & Terms & Conditions of Reverse Auction (Standard) for ....(Name of Work)..... against NIB No. .... Dated.....

<b>BUYER NAME</b>	<b>North Eastern Electric Power Corporation Limited (NEEPCO)</b>
<b>AUCTION TO BE CONDUCTED BY</b>	<b>M/s. e-Procurement Technologies Ltd.(Procuretiger) A -201,Wall street 2, Opposite Orient club, in Near Gujurat College, Ellis bridge, Ahmedabad 380006 Ph. No- 079 40016 802 /879/ 837 Fax no. 079 40016 876 www.abcprocure.com / www.procuretiger.com</b>
<b>DATE OF AUCTION</b>	<b>Auction Date: ( to be intimated later on) Reverse Auction Time – ( to be intimated later on) Auction Website: <a href="https://neepcoauction.procuretiger.com">https://neepcoauction.procuretiger.com</a></b>
<b>DOCUMENTS ATTACHED</b>	<ol style="list-style-type: none"> <li>1) Business rule for reverse auction</li> <li>2) Terms &amp; conditions of reverse auction</li> <li>3) Item Description (<b>Annexure – 1</b>)</li> <li>4) Process Compliance Statement(<b>Annexure-2</b>)</li> <li>5) Price Confirmation Letter (<b>Annexure-3</b>) 6) Contact Information</li> </ol>
<b>SPECIAL INSTRUCTIONS</b>	<b><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest. Neither the Service Provider nor NEEPCO will be responsible for any lapses /failure on the part of the vendor, in such cases.</u></b>

**BUSINESS RULES FOR REVERSE AUCTION**  
**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this Notice Inviting Bid, NEEPCO may resort to "REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. NEEPCO will engage the services of M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL), the service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet. The bidders may contact the service provider for necessary assistance and training.
3. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
4. Vendors have to fax/e-mail the process compliance form in the prescribed format (**Annexure-2**) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
5. Reverse auction will be conducted on schedule date & time.
6. At the end of reverse auction event, the lowest bidder value will be known on the network.
7. The lowest bidder has to fax/e-mail the duly signed filled-in prescribed format (**Annexure-3**) as provided to NEEPCO through service provider within 24 hours of auction without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with NEEPCO as per prevailing procedure. In such case, the on-line bid value shall be considered for evaluation and award.
9. In case NEEPCO decides not to go for Reverse auction procedure for this tender enquiry, the award shall be decided on the basis of price bids of Techno-Commercially qualified bidders, in terms of Bid document.
10. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

**Business Rule for finalization of the procurement**

NEEPCO may finalize the procurement against this Tender through reverse auction mode. NEEPCO has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad, (ETL) who shall be NEEPCO's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Techno-Commercial Bid through a Declaration (Form-H, Vol-5 of Tender Forms & Data Sheet).

1. Computerized Reverse auction shall be conducted by NEEPCO, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to E-Procurement Technologies Ltd.(ETL) furnishing the price, the bidder wants to bid online, with a request to ETL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ETL in a readable / legible form and also the Bidder should simultaneously check up with ETL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ETL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ETL at the time of receipt of the fax message from the bidders, ETL will not be uploading the prices. It is to be noted that either NEEPCO or ETL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. Please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement.
3. ETL shall arrange to train bidder's nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:**  
Bidding will be conducted in Indian Rupees (INR).
5. **Starting/Opening Bid and Bid Decrement:**

The opening price of the RA and the bid decrement value shall be available to the bidders on their bidding screen.

6. **BID PRICE:**

Bid Price shall mean the price quoted by a bidder during Reverse Auction. The Bidder has to quote the Total cost to NEEPCO for the items specified. Calculation sheet, if any, to arrive at the Total cost to NEEPCO should be kept ready by the bidder.

7. Vendors technical and commercial bid and subsequent correspondences between NEEPCO and the vendors regarding commercial terms & conditions shall correspond to NEEPCO & Vendor only.

8. Price offered by a bidder in reverse auction shall be a composite part of the Bid. Accordingly, the Bid validity period specified in NIB shall prevail.

9. **Procedure of Reverse Auctioning**

a) **Online English Reverse (no ties) Auction {Reverse Auction}:** NEEPCO will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the last Accepted bid rate by one decrement value, or lesser than the last Accepted Rate by multiples of the decrement value.

b) The bid decrement amount shall be specified by NEEPCO.

c) English Reverse (no ties) shall be for a **period of 1 Hour**. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. **In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension.**

d) Auto Bid  
: (If Applicable)

i) The Auto Bid feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

ii) Bidders are supposed to quote their best lowest price in confirmation to the decrement value. Please note that the auto bid value can be entered only once for a particular Item in a particular event. The bidders can at no point of time, during the course of the auction, revise/delete their auto bid values. The bidders have the facility to revise their auto bid value prior to the start of the event.

- iii) This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.
  - iv) The situation wherein manual bidder quote the same price quoted by other bidder who has opted for the auto bid feature (although auto bid price is neither visible to any of the other bidders nor NEEPCO nor ETL), manual bidder would get a precedence over the auto-bidder. In no case auto bid can be stopped or cancelled.
  - v) In case all the participants opt for auto bid, the bidder who has entered the value first will get the precedence in that order
10. Successful vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in **Annexure-3** (Price Confirmation) issued by NEEPCO/Service provider after the completion of Auction to NEEPCO, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction (or confirmed during TC bid evaluation).
  11. During English Reverse (no ties), if no bid is received within the specified time, NEEPCO, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed and the award shall be decided based on Price Bids of the Techno-Commercially qualified bidders.
  12. Bidders' bid will be taken as an offer to supply/ provide service/ execute work. Bids once made by bidder, cannot be cancelled / withdrawn and bidder shall be bound to supply/ provide service/ execute work (as per scope mentioned in The Bid document) at bidder's final bid price. **Should any bidder back out and not supply/ provide service/ execute work as per the rates quoted, NEEPCO shall take action as appropriate.**
  13. You will be able to view the following on your screen along with the necessary fields in the English Reverse (no ties) {Reverse Auction}:
    - a) Leading Bid in the Auction (L1 Price)
    - b) Bid Placed by you
    - c) Opening Price.
    - d) Your rank in the auction.
  14. At the end of the Reverse Auction, NEEPCO will decide upon the winner. NEEPCO's decision on award of Contract shall be final and binding on all the Bidders.
  15. NEEPCO shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.

16. NEEPCO shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. Other terms and conditions shall be as per your techno-commercial offers and other correspondences /final confirmation against the NIB.
18. Vendors are required to submit their acceptance to the terms / conditions / modality given above before participating in the reverse auction as per **Annexure-2** (Process Compliance Form).
19. **LOG IN NAME & PASSWORD:**  
Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
20. **LOWEST BID OF A BIDDER:**  
In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
21. **AUCTION TYPE:**  
English Reverse Auction No Ties.
22. **DURATION OF AUCTION:**  
The auction will be of 60 Mins duration. In case there is any acceptable bid quoted by any bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO BIDDER).
23. **BID DECREMENT:**  
The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 Rate by multiples of the decrement value.

24. **AUCTION WINNER:**

At the end of the Reverse Auction, NEEPCO will evaluate all the bids submitted and will decide upon the winner.

25. **OTHER TERMS & CONDITIONS:**

- a) The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- b) The Bidder shall not divulge either his Bids or any other exclusive details of NEEPCO to any other party.
- c) NEEPCO's decision on award of Contract shall be final and binding on all the Bidders.
- d) NEEPCO along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by NEEPCO and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- e) ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- f) ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- g) **All the bidders should have a valid digital certificate to participate in the online event. Under no circumstances will the bidders be allowed to participate in the online event without Digital Certificate.**

**ANNEXURE- 1**  
**(Item Description)**

The total price quote against the Bill of Quantities (Under Section-A, Volume-6 of bid document) and the Auction Start Time & Close Time are as below:

ITEM DESCRIPTION:

<b>Item</b>	<b>Total Quoted Price in Rs.</b>	<b>Opening Prices in Rs</b>	<b>Bid Decrement in Rs</b>	<b>Opening Time</b>	<b>Closing Time</b>
As per Bill of Quantities indicated at Section-A, Volume-6 of bid document		Will be Visible during the bidding	Will be Visible during the bidding	As per Schedule	As per Schedule

**Annexure- 2**

**Process Compliance Form**

(The bidders are required to print this on their company's letter head and sign, stamp before faxing/e-mail)

To,

**Date:**

Sr.Manager(E)

U&WC,AGBP,NEEPCO ltd

,Bokuloni Charilai,Dibrugarh,Assam,PIN-786191

.Email:RUBUDAS@NEEPCO.CO.IN

**Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for .....(Name of Work)..... against NIB No..... Dated .....

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in NIB No. ....Dated ..... of NEEPCO as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that NEEPCO and M/s e-Procurement Technologies Ltd, Ahmedabad (ETL), the Service provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either NEEPCO or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax/e-mail the price confirmation as per **Annexure-3** within 24 hour of the completion of the reverse auction and the format as requested by NEEPCO/ ETL.
- 9) We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company

seal Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Scan & Email this Document to: -

**Annexure -3**  
**Price Confirmation**

To,

Sr.Manager(E)  
U&WC,AGBP,NEEPCO ltd,  
Bokuloni Charilai,Dibrugarh,Assam,PIN-786191  
.Email:RUBUDAS@NEEPCO.CO.IN

**Sub: Final price quoted during reverse auction for .....(Name of Work)..... against NIB No..... Dated .....**

Ref: 1. Reverse Auction Dated.....  
2. Our Offer No. \_\_\_\_\_ Dt.

Dear Sir,

We confirm that we have quoted.

1. \_\_\_\_\_ as our final cost for total quantity during the Reverse Auction conducted on ..... Thanking you and looking forward to the valuable order from NEEPCO.

Yours  
sincerely,  
For

\_\_\_\_\_  
\_\_\_\_\_  
**Name:**  
**Company:**  
**Date & seal**

**CONTACT INFORMATION**

<b>M/s. e-Procurement Technologies Ltd., Ahmedabad (ProcureTiger)</b>	<b>NEEPCO Ltd.</b>
<b>A -201,Wall Street 2, Opposite Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad – 380006.Phone No. : +91 79 40016 802 / 879/ 883/ 823/ 835 / 885 /891 /837/ 865/ 800</b>	Sr.Manager(E),U&WC,AGBP,NEEPCO ltd,Bokuloni Charilai,Dibrugarh,Assam,PIN- 786191.Email:RUBUDAS@NEEPCO.CO.IN
<b>Fax no. 079 40016 876</b>	
<b>1) Mr. Kapil Purohit Phone: 079-40016 852 E-mail : kapil.purohit@procuretiger.com</b>	
<b>2) Mr. Satyajit DebPhone: 08974665789 E-mail : support.neepco@abcprocure.com</b>	

**FORM: DECLARATION FOR REVERSE AUCTION**  
Compliance Statement

(To be submitted by the bidder alongwith Techno-Commercial Bid in their letter head duly signed & stamped)

To

Sr.Manager(E)  
U&WC,AGBP,NEEPCO Ltd  
Bokuloni Charilai,Dibrugarh,Assam,PIN-786191

We .....(Name of the bidder)..... hereby confirm having submitted our bid for participating in the NIB No. .... Dated .....floated by NEEPCO Ltd for the work of .....(.Name of Work).....

We also confirm having read the terms and conditions of the NIB as well as the Business Rules related to the Reverse Auction for the NIB as published in the website.

We hereby undertake and agree by all the terms and conditions stipulated by NEEPCO (Purchaser) in the NIB document including all annexure and the Business Rules for Reverse Auction.

We shall participate in the online auction conducted by the Service Provider and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the Service Provider.

We hereby confirm that we will honour the bid placed by us during the auction process failing which the EMD will be forfeited. We also understand that NEEPCO may debar us from participating in future tenders.

We confirm having nominated the following person for participating in the Reverse Auction with details as under

- a) Name & designation of the official
- b) Complete Postal address
- c) Telephone No. (Land line & mobile both)
- d) Fax No.
- e) E-mail id
- f) Name of Place/State/Country where form he will participate in the RA

We undertake that the company shall be bound by the bids made by the nominated person in the reverse auction.

We undertake to submit confirmation of last bid price by us to the Service Provider / NEEPCO Ltd. within 24(twenty four) working hours of the completion of the event. We also undertake to submit the Bill of Quantities/Materials for the Total Cost to NEEPCO/Owner/Purchaser) in terms of the NIB.

Signature with Company Seal

Company /Organisation

Address of Company/Organisation Date:

Price Confirmation

To,

Sr.Manager(E)  
U&WC,AGBP,NEEPCO Ltd  
Bokuloni Charilai,Dibrugarh,Assam,PIN-786191

**Sub: Final price quoted during reverse auction for .....(Name of Work).....  
against NIB No. .... Dated .....**

*Ref: 1. Reverse Auction Dated.....*

2. Our Offer No. \_\_\_\_\_ Date.

Dear Sir,

We confirm that we have quoted.

1. \_\_\_\_\_

as our final cost for total quantity during the Reverse Auction conducted on  
..... Thanking you and looking forward to the valuable order from  
NEEPCO.

Yours sincerely,

For

\_\_\_\_\_  
Name:

Company:

Date & Seal

**Annexure - V**

**Price Break Up**

After completion of the reverse auction event, the L1 bidder will have to submit the Price Breakup as per the tender document on the same day of the Reverse Auction.

Scan & Email this Document to:

Sr.Manager(E)  
U&WC,AGBP,NEEPCO Ltd  
Bokuloni Charilai,Dibrugarh,Assam,PIN-786191  
Email:RUBUDAS@NEEPCO.CO.IN