

**नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि.**  
(भारत सरकार का उधम)

**North Eastern Electric Power Corporation Ltd.**  
(A Govt. of India Enterprise)

**BID DOCUMENT  
FOR  
EMPANELMENT OF ADVERTISING AGENCIES  
NIB No. 03 Dated 07.02.2020**

(This document is meant for the exclusive purpose of bidding against this work and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

**OFFICE OF THE DGM(CC)**  
NEEPCO Ltd., BROOKLAND COMPOUND,  
LOWER NEW COLONY  
SHILLONG – 793003, MEGHALAYA  
**E-mail:** [neepco@gmail.com](mailto:neepco@gmail.com)

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**PART-1: SHORT & DETAIL NOTICE INVITING BIDS**



**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**  
CIN No. U40101ML1976GOI001658, Website: [www.neepco.co.in](http://www.neepco.co.in)  
Brookland Compound :: Lower New Colony :: Shillong-793003, Meghalaya  
E-mail: [neepco@gmail.com](mailto:neepco@gmail.com)

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**SHORT NOTICE INVITING BIDS (E-Tender)**  
**NIB No: 03 dated 07.02.2020**

Bids are invited for Empanelment of Advertising Agencies for Advertising, PR and other related miscellaneous activities at Corporate Office at Shillong. Details available at [www.neepco.co.in](http://www.neepco.co.in). Any subsequent notifications against this tender shall be updated on the website. Last date for bid submission is 2<sup>nd</sup> March 2020, 2 p.m.

Place : Shillong  
Dated: 07.02.2020

Deputy General Manager (CC)

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**  
**(Mini Ratna, Category-I, Government of India Enterprise)**  
**CIN No. U40101ML1976GOI001658, Website: www.neepco.co.in**  
**Brookland Compound :: Lower New Colony :: Shillong-793003, Meghalaya**  
E-mail: [neepco@gmail.com](mailto:neepco@gmail.com)

**NIB No. 03 Dated 07.02.2020**

**DETAIL NOTICE INVITING BIDS (E-TENDER)**

1. North Eastern Electric Power Corporation Limited invites online electronic bids from prospective bidders fulfilling the Qualifying Requirement for Empanelment of Advertising Agencies for 2 years for various Public Relations Activities of NEEPCO offices in Shillong and all Plants / Projects / Offices.
2. **Scope of work:**
  - 2.1 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
  - 2.2 Printing and production of:
    - \* Annual Reports
    - \* House Journals
    - \* Corporate Brochures
    - \* Greeting Cards/Calendars/Posters etc
  - 2.3 Design & release of Advertisements in Print media for
    - \* NITs/Public notices/Event advts.
    - \* Recruitment/Empanelment
    - \* Financial Advts./Financial Results
    - \* Classified/Goodwill/Announcements Advts. etc.
  - 2.4 Making & telecasting of TV spots/ Visuals/Radio jingles/Corporate films/spot & industrial photos etc.
  - 2.5 Organizing Exhibitions/Melas/Roadshow/Event management etc.
  - 2.6 Tableaux/Preparation of models/murals, etc.
  - 2.7 Preparation & display of hoardings/banners/flags/badges etc.
  - 2.8 Arranging publication of articles on power sector in leading news dailies/magazines
  - 2.9 Other PR Activities

**3. Bidding Procedure:**

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

**Single Envelope:** shall contain **the Bid** [Earnest Money Deposit (EMD), Bid fee, documents in support of Qualifying Requirements, Tender Forms & Data Sheets)].

#### 4. **Period of Contract:**

The contract period is two (2) years from the date of issue of order. The contract period may be extended for another one year after satisfactory completion of the currency of the contract as per requirement under the same terms and conditions.

5. **Earnest Money Deposit:** Rs. 1,00,000/- (Rupees One Lakh) only. The EMD may be paid /deposited as per procedure given in Part-2 of Bid Document. Without EMD or insufficient EMD value, the bid shall be rejected.

#### 6. **Qualifying Requirements:**

##### 6.1 General Qualifying Requirement for the Bidder:

- (i) The bidders (Individual/ Company/ Firm) should be registered entities in India. The bidder shall furnish copies of the following Certificates:
  - (a) Registration for GST,
  - (b) PAN (Permanent Account Number) for submission of Income Tax Return,

##### 6.2 **Technical Qualifying Requirement**

- (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.
- (iv) NEEPCO shall assess the capacity and capability of the Applicant, to successfully execute the scope of work 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, works in hand, anticipated in future (iv) details of machinery, printing facilities, manpower and financial resources, (v) details of quality system in place, (v) past experience and performance.
- (vi) NEEPCO reserves the right to waive minor deviation if they do not materially affect the capacity of the bidder to perform the contract.

##### 6.3 **Financial Qualifying Requirement**

- i) The Minimum Average Annual Turnover\* (MAAT) for last three years ending 31<sup>st</sup> March of the previous financial year of Applicant shall be Rs.99 lakh.
- ii) Authenticated documentary evidence in support of qualifying requirements, as mentioned under Clause 6.1, 6.2 & 6.3 above, shall be submitted in the Bids. Bids submitted without fulfilling the qualifying requirements shall be outright rejected.

7. **Interested Bidders, who fulfil the qualifying requirements as mentioned under Clause 6 above, may download the Bid Document from <https://etenders.gov.in> on Bidder registration in the portal.**

**8. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria.**

In line with the Policy Circular No. 1(2)(1)/2016-MA dated 10<sup>th</sup> 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 Startup India” 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, subject to meeting of quality and technical specifications.

Accordingly, Startup/MSE bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup/MSE registration certificate to prove bidder’s registration in trade similar to the tendered job.

Similarly, Startup/MSE bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup/MSE registration certificate.

The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17<sup>th</sup> February 2016 and all other subsequent directives/guidelines thereof. The Startup Enterprises shall submit startup India recognition certificate issued by 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.

**9. Conditions for Micro & Small Enterprises (MSEs):**

9.1 The bidders participating as Micro & Small Enterprises (MSEs) shall submit an Undertaking in the prescribed format given in Form-E, Part-4 of Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/certificate issued by any of the Authority mentioned below:

- a. District Industries Centers
- b. Khadi and Village Industries Commission
- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicrafts and Handloom
- g. MSEs having under Udyog Aadhaar Memorandum
- h. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

9.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period. 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.

9.3 The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their cast/tribe in addition to certificate of registration with any one of the agencies mentioned above at Clause 9.2. MSE owned by SC/ST shall satisfy any of the following :

- (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.

9.4 **The MSEs registered with above mentioned agencies/bodies are exempted from payment of BID FEES and EARNEST MONEY DEPOSIT (EMD).** In addition, MSE bidders shall get some other preferences as detailed in Clause 4.5, Part-2 of Bid Document.

10. **The detailed scope of works and other terms and conditions are elaborated in the bid document. 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](mailto:neepco@gmail.com). Bidder may contact in regard to the instant NIB at 9774236185.**

#### 11. **Registration for Participation in Bids**

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

#### 12. **BID FEE**

Bidders shall have to pay BID FEES (non-refundable) for participation in this instant NIB of Rs. 1000.00 (Rupees one thousand) plus GST @18% (SAC Code 9984) (NEEPCO Shillong GST NO.: 17AAACN9991J1ZT).

The bidder shall make the payment **through “SB-COLLECT” of State Bank of India** as per procedures/steps elaborated in Cl. No. 14 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. The bidder shall submit the proof of payment of bid fee and also indicate their GSTIN via e-mail to [contract\\_neepco@yahoo.com](mailto:contract_neepco@yahoo.com).

#### 13. **Submission and opening of Bids**

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

Bids will be opened on the stipulated date in the office of the DGM(CC), NEEPCO Ltd, Shillong. Besides online submission, the following documents are required to be compulsorily submitted physically as stipulated at Clause 3.2.1(iii), Part-2 of Bid Document:

- a. Earnest Money Deposit (EMD) in the form of Bank Guarantee or e–receipt of money paid through SB-COLLECT of State Bank of India, in original, as given in Clause 3.6(ii), Part-2 of Bid Document;
- b. Power of Attorney (as per format provided at Form-D, Part-4 of Bid Document) in original.

The above documents shall be submitted by hand or by registered Post/ Courier in a sealed envelope superscripted as “*Hard Copy of documents against NIB No.... Dated .... for the work of ....(Name of work).....*” at the following address within the scheduled date and time mentioned in Clause 16 below.

The DGM(CC)  
 North Eastern Electric Power Corporation Ltd.,  
 Brookland Compound,  
 Lower New Colony,  
 Shillong – 793 003, Meghalaya, India.  
 Tel: 9774236185  
 E-mail: neepco@gmail.com.

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

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

STEP-1	The bidder shall visit url/web page <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 “ <b>GO</b> ”
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	New Screen will appear, here the bidder has to fill all the required information for the payment as under: <ol style="list-style-type: none"> <li>i) Under <b>Name of Payer</b>: The Bidder is to fill up his Name and Address.</li> <li>ii) Under <b>Short Details of Payment</b>: The Bidder shall indicate <b>BID FEE, and EMD as applicable</b>. In case of BID FEE and EMD payment, the Bidder shall indicate BID FEE or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. .... dated DDMMYYYY, the bidder has to fill 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 <b>VENDOR OR CONSULTANT</b> 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</li> </ol>

	condition. vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required. vii) FillCaptcha. viii) Then Submit.
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	After successful payment, the system will generate receipt. The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded for submission as per bid condition.

15. **Bid validity:** 180(one hundred eighty) days from the date of opening of Bids.

16. **Tender timeline:**

Date of Commencement of downloading of bid document from <b>https://etenders.gov.in</b>	07.02.2020, 14.00 Hours
End date & time for downloading of Bid Document:	12:00 Hours of 02.03.2020
Last date & time for receipt of online bids:	12:00 Hours of 02.03.2020
Last date for receipt of offline documents:	7(seven) days from last date of receipt of online bids
Date & time of online opening of bids:	14:00 Hours on 03.03.2020

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

17. Bidders are requested to visit <https://etenders.gov.in> and <http://www.neepco.co.in> regularly for any corrigendum/addendum/modification/clarification of the bid document.

18. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process 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.

**(L.A.Kharmawphlang)**  
**DGM(CC)**

**PART-2: INSTRUCTION TO BIDDERS**

## **PART-2: INSTRUCTION TO BIDDERS**

### **1 GENERAL**

#### **1.1 Information for Bidders:**

##### **About NEEPCO:**

North Eastern Electric Power Corporation (NEEPCO) was established in 1976 as a Government of India owned company under the Companies Act of 1956 to undertake the development of electric power in North Eastern India covering all aspects such as the investigations, planning, design, construction, operation and maintenance of Hydroelectric and Gas Based Projects. NEEPCO is a schedule 'A' Mini Ratna Category-I Public Sector Enterprise of the Government of India with an authorized share capital of Rs. 5000 Crores.

NEEPCO with its concentered and vigorous effort has remained the most dependable power utility in meeting the power requirements of the North eastern Region. The installed capacity of NEEPCO as on date is 1457 MW comprising 925 MW of Hydro Power, 527 MW of Thermal Power and 5 MW of Solar Power. The Corporation is meeting more than 50% of the power requirement of North Eastern (NE) region.

Presently, NEEPCO is developing Kameng Hydro Electric Project with installed capacity of 600 MW in the state of Arunachal Pradesh which is in final stage of commissioning.

#### **1.2 SCOPE OF BID:**

1.2.1 North Eastern Electric Power Corporation Limited invites online electronic bids from prospective bidders fulfilling the Qualifying Requirement for Empanelment of Advertising Agencies for 2 years for various Public Relations Activities of NEEPCO offices in Shillong and all Plants / Projects / Offices.

1.2.2 The contract period is two (2) years from the date of issue of Order. The contract period may be extended for another one year after satisfactory completion of the currency of the contract as per requirement under the same terms and conditions.

#### **1.3 ELIGIBLE BIDDERS:**

This invitation to Bid is open to any Bidder (Individual/Company/Firm), who satisfies the Qualifying Requirements indicated in Clause 6 of Detail NIB, subject to the following:

- a) Participation is not ruled out by sanctions issued by the UN Security Council.
- b) A Bidder is not affiliated with a firm or entity that has provided consulting services related to the Works to either the Corporation or the Borrower during the preparatory stages of the Works or of the Project of which the Works form a part, or that has been hired (or is proposed to be hired) by the Corporation or Borrower as Officer-in-Charge for the Contract.
- c) Participation is not allowed, if the Bidder is legally barred from the process in India on the grounds of previous violations of regulations on fraud and corruption.

- d) Participation is not allowed for those Bidders or Sub-Contractors to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the Corporation in India and/or State Controlled Enterprises that are not legally or financially independent.
- e) Bidder shall provide such evidence of their continued eligibility satisfactory to the Corporation as the Corporation shall reasonably request.

#### **1.4 DISQUALIFICATION/ INELIGIBILITY OF BIDDERS:**

Even though the bidders meet the above qualifications/qualifying criteria, they are subject to be disqualified if they, either directly in its own name or indirectly in any other name, in carrying out of its business, have:

- (a) been chargesheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid;
- (b) been involved in any corrupt or fraudulent or collusive or coercive Practices as defined in Cl. 5.2(ii) hereunder;
- (c) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements;
- (d) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, serious litigation history, or financial failures etc. The basis of assessment of suitability of such issues mentioned above shall be decided by the Owner as below:
  - (i) The bidder shall, have neither been declared ineligible/ blacklisted /debarred from pre-qualification, participating or bidding in/award of tenders/ projects/ works/ bids, nor have had any contract terminated on account of defaults/poor performance/failure to execute the awarded works, discharge any obligations or abandonment of any works/contracts by NEEPCO or the Govt. of India or State Government or Govt. Organisations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU (Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies or Statutory Corporations and Companies or Statutory Authorities or other Govt. Authorities, as on the latest date of submission of bids.

A Declaration to this effect (Sl. a, b, c, d(i) above) under Form-F, Part-4 (Tender Forms and Data Sheets) of Bid Document shall be submitted by the bidders.

#### **1.5 INFORMATION TO BE INCLUDED IN THE BID:**

- (i) Bidders shall, as part of their bid, submit a written Power of Attorney, authorising the signatory of the bid to commit on behalf of the bidder.
- (ii) Bidders shall submit self certified supporting documents as evidence of General, Technical, Financial Qualifying Requirement as stipulated in Clause 6.1, 6.2 & 6.3 of Detail NIB respectively.

- (iii) Bidders shall submit duly filled up Forms, Data Sheets as given in Tender Forms and Data Sheets (Part-4 of Bid Document) to demonstrate the adequacy of the bidders' proposal to meet the technical specifications of Bid document.
- (iv) The above requirements are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Corporation, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works.
- (v) **In case any of the information furnished by the bidder is found to be false/misrepresented in the bidding process, then the bid will be cancelled with forfeiture of his EMD and banning of the concerned bidder for participating in future tenders.**

#### **1.6 ONE BID PER BIDDER:**

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

#### **1.7 COST OF BIDDING:**

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

#### **1.8 CLARIFICATION TO BID DOCUMENTS:**

A prospective bidder requiring any clarification on the stipulations of the bid documents may notify the Purchaser in writing by post or fax at the Purchaser's mailing address indicated in the Notice Inviting Bid. The Purchaser will respond in writing to any 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 Purchaser. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be through the online portal and will also be hosted in NEEPCO's website <http://www.neepco.co.in>. The general terms and conditions and technical conditions so finalized shall become the basis of tendering and no deviations on these terms and conditions shall be applicable thereafter.

#### **1.9 AMENDMENTS/ CORRIGENDA/ ADDENDA TO BID DOCUMENTS**

- a. At any time prior to the deadline for submission of bids, the Purchaser 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.
- b. All such amendment will be notified in the online portal <https://etenders.gov.in> 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.
- c. 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.

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

## 2 BIDDING DOCUMENTS:

### 2.1 CONTENT OF BIDDING DOCUMENT:

The Bid Document shall comprise of the following documents, including Amendments/ Corrigenda/Addenda issued in accordance with Clause 1.9 above.

Part-1	Short & Detail Notice Inviting Bids
Part-2	Instruction to Bidders
Part-3	Conditions of Contract
Part-4	Tender Forms and Data Sheets

## 3 PREPARATION OF BIDS

- i. **Language of Bid:** The Bids prepared by Bidders and all correspondences and document relating to the Bid exchanged by the Bidder and the Purchaser shall be in English only. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language and certified by approved/recognized English translator, in which case, for purposes of interpretation of the bids and for all future purposes, the translation shall govern.
- ii. In the online bid submission, bidders will submit their Bids as per bidding forms using their digital signatures.
- iii. Bids must contain name and places of business of the person or persons making the bid.
- iv. Every page of the bid must be signed and sealed by the duly authorised representative of the Bidder with his usual signature before scanning and uploading.
- v. Bid(s) by Corporation/Company/Firm must be signed with the legal name of the Corporation/Company/Firm and 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.
- vi. A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid is liable to be rejected.
- vii. Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.

- viii. The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.
- ix. Erasures or other changes in the Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid. Bids not confirming to the above requirements of signing are liable to be rejected.

### 3.1 SPECIFIC ISSUES:

- a) A prospective bidder is expected to examine all instructions, terms & conditions, Forms & Data Sheets and Technical Specifications in Bid Document and fully inform himself as to all the conditions and matters which may, in any way, affect the works, his bid or the cost thereof. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers shall be rejected as non-responsive.

It will be imperative for the Bidders to fully inform themselves of all local conditions and factors which may have any effect on the performance of the works, as covered under the Specifications and documents.

- b) It would be understood and deemed that such factors have been properly investigated and considered by the bidders while submitting their bids. The Corporation accepts no liability for the lack of such clear information or its effect on the cost of the works to the Bidder. No claim whatsoever, therefore, including those for financial adjustment to the Contract awarded under these Specifications and documents will be entertained by the Corporation and neither any change in the time of the Contract nor any financial adjustments arising thereof shall be permitted by the Corporation.

### 3.2 DOCUMENTS COMPRISING THE BID:

#### 3.2.1 Bid in one Single Envelope

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

**(a) Forms & Data Sheets as given under Tender Forms and Data Sheets (Part-4 of Bid Document)**

Form A: Bid Form

Form B: Warranty Form

Form C: Bid Security/EMD Form

Form D: Power of Attorney Form

Form E: Undertaking for Bidders who are registered as Micro/Small Enterprises (wherever applicable) with certificates from concerned authorities

Form F: Declaration of Bidder covering Clause 1.4, Part-2 of Bid Document

DATA SHEET-1: Check-List of documents to be submitted along with Bids

**(b) Qualifying Requirements:** Documents in support of Qualifying Requirements stipulated in Clause 6 of Detail NIB.

**(c) Proof of payment made i.e. e-receipt of money paid towards Bid fee.**

- ii. **The documents/information listed under 3.2.1(i) (a) above shall be filled in without exception and scanned & uploaded by the bidder online.**

iii. Apart from online submission, the bidder shall submit, in an envelope superscribed as “NIB No..... Date....., Name of work.....”, the following documents compulsorily in offline mode.

(a) Earnest Money Deposit (EMD) in the form of Bank Guarantee or e–receipt of money paid through SB-COLLECT of State Bank of India, in original, as given in Clause 3.7(ii), Part-2 of Bid Document;

(b) Power of Attorney (as per format provided at Form-D, Part-4 of Bid Document) in original.

Otherwise, the Bid shall not be considered for further evaluation. In this event, Bid Security shall be returned to the Bidder along with Bid.

### **3.2.2 SUFFICIENCY OF BID:**

The Bidder shall be deemed to have satisfied himself before submission of his Bid as to the correctness and sufficiency of his Bid in accordance with the provisions of the Contract.

### **3.3 TAXES & DUTIES:**

The Contractor shall be liable to pay all taxes & duties assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.

Any taxes & duties if payable shall be paid directly to the authority concerned by the Contractor. Taxes & duties, as applicable that prevail during the period of execution of work shall be paid, at actual, subject to submission of documentary evidences.

Tax Deduction at Source/With-holding of Tax, as applicable under various Indian tax laws will be effected from the bills. The Corporation shall issue Tax Deduction Certificates on the said deductions as per the relevant tax law.

Income Tax and surcharge thereof leviable as per the taxation laws of India on the Contractor’s company or its personnel in respect of income arising in favour of either of the Company or its personnel under this Contract Agreement, shall be the absolute liability of the Contractor and not of the Owner. Payments stipulated under this Contract Agreement shall be made by the Owner to the Contractor after deduction of income tax at source at the applicable rates. The Owner shall provide the Contractor with certificates for tax deducted at source. In this connection, attention of the Bidders is invited to the provisions of Indian Income Tax Act and Corporate Tax Act and any other circular issued by the Central Board of Direct Taxes, Government of India from time to time.

### **3.4 PAYMENT PROCEDURE:**

i. Clause 24, Part-3(A) of Bid document shall prevail.

ii. 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.

### **3.5 BID VALIDITY:**

i) Bids shall remain valid for the period of 180 (one hundred eighty) days from the date of opening of Bids, exclusive of the date of opening.

ii) The Corporation may request the Bidders to extend the period of validity of Bid and Bid Security for a specified additional period. The request and the Bidders’

responses shall be made in writing or by Fax/cable/e-mail. A Bidder may refuse the request without forfeiting his Bid security/Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to otherwise modify his Bid, but will be required to extend the validity of Bid and Bid Security/Earnest Money Deposit for the period of the extension, and in compliance with Clause 3.6 of this Part in all respect.

### **3.6 BID SECURITY/ EARNEST MONEY DEPOSIT:**

- i) A bidder shall furnish, along with his bid, a Bid Security/ Earnest Money Deposit (EMD) for the amount as specified in Clause 5 of Detail NIB.
- ii) The Bid Security/EMD shall be submitted in any one of the following modes:

- (a) The Bid Security/EMD shall be submitted in the form of a Bank Guarantee from a Nationalised Bank/Scheduled Bank incorporated in India or any International Bank situated in India and registered with RBI as scheduled Foreign Bank. The Bank Guarantee submitted by any foreign bank which is not a scheduled Bank in India shall be duly counter signed by any Nationalised Bank/Scheduled Bank in India.

The Bank Guarantee shall be in accordance with the prescribed form of Bid Security/EMD provided under Form-C, Part-4 of Bid Document and it shall remain valid at least 180 (One hundred and eighty) days from the date of opening of Bids and 04(four) weeks thereafter from the date set for opening of Bids. If any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation.

The Bank Guarantee issued must be routed through (Structured Financial Messaging System) platform. The details of the NEEPCO's Bank for SFMS platform is given below:

- a. Name of the Bank : SBI, Main Branch, Shillong
- b. Name as per bank record: North Eastern Electric Power Corporation Ltd.
- c. Bank A/c No: 10881522463
- d. Type of A/c : Cash Credit A/c
- e. IFS Code: SBIN0000181

or

- (b) The Bidder shall deposit the EMD amount through SB-COLLECT of State Bank of India. For such payment of EMD, the bidder may follow the steps elaborated under Clause 14 of Detail NIB.

The bidder shall submit / upload the scanned copy of Bid Security/EMD along with the online Bid for proof of payment of Bid Security/EMD. Further, the Bid Security/EMD in the form of Bank Guarantee or e-receipt of money paid through SB-COLLECT of State Bank of India, in original, shall also compulsorily be submitted within the deadline as mentioned at Clause 13.1 of Detail NIB.

- iii) Any bid not accompanied by an acceptable Bid Security/EMD in prescribed format shall be rejected by the Corporation.

- iv) Release of Bid Security/EMD: The Bid Security/EMD of unsuccessful Bidders will be returned within 30(thirty) days from the date of issue of Letter of Intent (LOI) to the successful Bidder.
- v) The Bid Security/EMD of the successful bidder (L-1 Bidder) will be discharged when the successful bidder has furnished the required Contract Performance Guarantee, as specified in Conditions of Contract and has signed the Contract Agreement.
- vi) Forfeiture of Bid Security/EMD:  
The Bid Security/EMD may be forfeited;
  - a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof.
  - b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices as defined in Clause 5.2(ii) hereunder, during bidding process; or
  - c) in the case of successful bidder, if the bidder fails within the specified time limit to
    - Issue the unconditional acceptance to LOI
    - sign the Contract Agreement; or
    - furnish the Contract Performance Guarantee.
- vii) The Corporation shall not be liable to pay any bank charges, commission, or interest on the amount of Bid Security.

### **3.7 CHECK LIST:**

The bidders shall submit Check List of documents in the prescribed format provided under Tender Forms & Data Sheets, Part-4 of Bid Document, enclosed with his Bid for quick check of the enclosures. This check list includes important items to facilitate the bidder to make sure that necessary data / information is provided by him in his Bid.

### **3.8 SIGNING AND SUBMISSION OF BID:**

- (i) Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in> by signing and sealing every page of the bid by the duly authorised representative of the Bidder with his usual signature before scanning and uploading. Online bidding forms will be available in the above website. The bidder may refer to the instruction for online submission of bids in CPP portal as annexed as **Annexure-1** to this Part-2. Bidder shall submit their financial bids in the format provided in <https://etenders.gov.in>. Bid documents can be downloaded from this website
- (ii) In the online bid submission, bidders will submit their Bids using their digital signatures. However, documents mentioned in Clause 3.2.1(iii) here above shall compulsorily be submitted physically/ off line.

### **3.9 DEADLINE FOR SUBMISSION OF BIDS:**

- i) The Bids shall be submitted online as per timeline contained in Clause 16 of Detail NIB.
- ii) The Corporation may extend the date for submission and opening of Bids by issuing a corrigendum in accordance with Clause-1.9 of this Part and the Bidders shall comply with this.

iii) The documents received by the Corporation in offline mode as specified at Clause 3.2.1(iii) here above after the stipulated date and time will be returned unopened to the Bidder and his online Bid will not be considered for evaluation.

iv) 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.

### **3.10 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:**

i) The Bidder may modify, substitute, or withdraw his bid after its submission and re-submit the same but in any case before the official deadline for submission of bids as per the provisions at the portal.

ii) Any alteration/modification in the Bid supplied subsequently to the Bid Due Date and time, shall be disregarded.

iii) Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 3.6 shall result in the forfeiture of the Bid Security pursuant to Sub-Clause 3.7(vi) hereby.

## **4 OPENING AND EVALUATION**

### **4.1 BID OPENING:**

i) The Bids will be opened online on the scheduled date and time as stipulated in Notice Inviting Bids. The original documents submitted in offline mode shall be opened in the Office of The DGM(CC) NEEPCO Ltd., Shillong, Meghalaya subsequently on receipt within the stipulated time. The bids of the bidders would be analysed and evaluate the bid in terms of the requirements of Bid Document to the satisfaction of the Corporation.

ii) Bidders may view the tender opening results of Bids in <https://etenders.gov.in> by marking their presence for online tender opening.

### **4.2 PROCESS TO BE CONFIDENTIAL:**

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

### **4.3 CLARIFICATION OF BIDS:**

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

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

### **4.4 EVALUATION AND COMPARISON OF BIDS:**

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

As the programme for Bid evaluation is necessarily short, the Corporation shall not accept any obligation to request clarifications or substantiating information after Bids have been submitted.

ii) The Bids will be evaluated by the Owner to ascertain the following in the order mentioned below.

a) General responsiveness and completeness.

General responsiveness of the Bids shall be checked and established on the basis of the contents and quality of the documents and data contained in these Bids. A substantially responsive Bid is one that conforms to all the terms and conditions of the Bid Document without any material deviation. A material deviation is one which affects, in any way, the prices, quality, quantity or completion schedule of work or which limits, in any way, the responsibilities of the Bidder or any right of the Corporation as required in these specifications and Documents or whose rectification would affect unfairly the competitive positions of other Bidders presenting substantially responsive Bids. The Corporation may waive any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Corporation's determination of Bid's responsiveness shall be based on the contents of the Bid itself without resorting to any intrinsic/extrinsic evidences.

It will be determined whether each bid is of acceptable quality, complete and substantially responsive to the Bid Document. For the above purpose, examination of each bid will be carried out to ascertain whether:

- i) The bid is complete and has been properly signed;
- ii) The bid is accompanying by the requisite EMD/Bid security;
- iii) The bid does contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate, and;
- iv) The bid is generally in order.

The non-responsive bids shall be rejected.

b) Fulfilment of qualifying requirements of the Bid by the bidders.

c) Technical and commercial acceptability.

iii) Deviation from bid document / additional clauses:

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

**iv) EVALUATION**

- a) The Bids will be evaluated based on documents submitted as per Clause 4.4 (v) sl. No. 1,2,3.
- b) Only those agencies which score at least 25 out of 50 marks will be asked to make presentation.
- c) The marks of the technical evaluation and presentation will be added for arriving at final technical score.
- d) The agencies having final minimum scoring at least 60 will be considered for empanelment.
- e) The number of agencies to be empanelled 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 empanelled advertising agencies.

**v) CRITERIA FOR EVALUATION:**

Evaluation of Qualified Applicants shall be carried out based on their Turnover, 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.

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 by Agency with special focus on NEEPCO	50	25
	TOTAL MARKS	100	50

**vi) EVALUATION MARKING****a) Turnover:**

Sl. No.	Sub Head	Marks to be awarded
1	Turnover in Crores	
1.1	MAAT as specified in Clause 6.3(ii)	10

1.2	More than MAAT as specified in Clause 6.3(ii)	20
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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
<b>1</b>	<b>Number of persons working</b>	
	1 to 10 nos	2
	11 to 20 nos	3
	More than 20 nos	4
<b>2</b>	<b>Number of creative team members</b>	
	0 to 3 nos	2
	More than 3 nos	3
<b>3</b>	<b>Number of Media Experts</b>	
	0 to 2 nos	2
	More than 2 nos	3
<b>4</b>	<b>If full fledged studio exists</b>	2
<b>5</b>	<b>If Creative Department exists</b>	2
<b>6</b>	<b>If Printing Facility available</b>	1

**c) Media Strength**

Sl No	Sub – Head	Marks to be awarded
<b>1</b>	<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
<b>2</b>	<b>Campaign handled within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3
<b>3</b>	<b>Exhibitions organized within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3
<b>4</b>	<b>Films produced within last three years</b>	
	1 to 2 nos	1
	3 to 4 nos	2
	More than 4 nos	3

**d) Presentation**

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

#### **4.5 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES**

Complying with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following provisions shall prevail for award of 25 % of the total quantity of the tender to the participating Micro and Small Enterprises in a situation where L1 price is from someone other than a Micro and Small Enterprise subject to meeting terms and conditions stated in the bid document including but not limiting to Qualification criteria.

- (i) Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 %age shall be allowed to supply up to 25 percent of total tendered quantity at L1 price provided they accept L1 price.
- (ii) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity at L1 price provided their quoted price is within a price band of L1 + 15 %age.
- (iii) In case of more than one such MSEs are in the price band of L1 + 15%age, who are willing to execute the work at L1 price, the work may be shared proportionately.
- (iv) Out of the 25 (twenty five) percent target for MSEs, 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs and 3(three) percent from MSEs owned by women within the 25% target. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, the said 4 (four) percent & 3 (three) percent sub-target so earmarked shall be met from other MSEs.

## **5 AWARD OF CONTRACT**

### **5.1 AWARD CRITERIA:**

- i) The Work shall be awarded to the Bidder determined to be able to perform this work satisfactorily. The Corporation shall be the sole judge in this regard. The Corporation also reserves the right to award the work in whole or in part thereof. The Letter of Intent (LOI) for the work shall be issued by fax/email/ Registered Letter to the successful Bidder by the Owner.
- ii) **METHOD OF JOB ALLOCATION TO EMPANELLED AGENCIES**
  - a) The empanelled 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 empanelled 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.

- b) 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.
- c) Allocation of jobs, other than press advertisements, like printing, video-film, preparing spots etc. will be decided based tendering amongst the empanelled agencies. Depending on the requirement, NEEPCO may invite the tenders in such cases from limited number of advertising agencies.
- d) 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.
- e) 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.
- f) The agency shall make all efforts to get maximum discount from the electronic and print media for NEEPCO.
- g) 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.

## **5.2 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- i) Notwithstanding Clause 5.1 above, the Corporation reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract for any justified and genuine grounds, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.  
The bidding process may be cancelled if:
  - a. The responsive bids substantially exceed the budget;
  - b. The Techno-Commercial bases of the procurement have changed materially prior to the award, or
  - c. The rates of the bid are obviously and clearly unreasonably high.
- ii) The Corporation requires the Bidders/Contractors under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
  - (a) will reject the proposal for Award of Work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the Bid, in question.

- (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract or for continuing with it after award, if he, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

For the purposes of this Bidding Document:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of Value to influence the action of a public official in the procurement process or in contract execution; and
  - “Fraudulent Practice” means a misrepresentation of facts in order to influence a Procurement process or the execution of a Contract to be detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
  - “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Corporation, designed to establish bid price at artificial, non-competitive levels;
  - “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
  - “undesirable practice” means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and
  - “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- iii) The documents/information submitted by bidder may be verified by the officials of the Corporation for its authenticity at any time and the bidder shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the bidder is not genuine, the Corporation shall have full rights to cancel his Bid, forfeit the Bid security and terminate the Contract, if awarded.

### **5.3 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- i) The Bidder, whose Bid has been accepted for award, subject to reservations, will be informed by the Corporation by issuing Letter of Intent (LOI) within the validity period of the Bid and will be sent by Fax/E-Mail/ Registered Letter. The successful bidder shall give his acceptance of LOI by Fax/E-Mail /Registered Letter. The LOI shall be treated as Notification for commencement of work. The Detailed Work Order (DWO) will follow unconditional acceptance of the above LOI by the successful Bidder, which shall be sent by Fax/E-Mail/Registered Letter.
- ii) The DWO will constitute the formation of the Contract, subject to furnishing the Contract Performance Guarantee by the successful Bidder in accordance with Cl. 5.4 hereunder and signing the Contract Agreement as per prescribed format (**Annexure-3** of this Part of Bid

Document) for the performance of the work. Until a formal Contract Agreement is executed, LOI, DWO read in conjunction with Bid Document will constitute a binding Contract between the Contractor and the Corporation.

- iii) Within 21 (twenty one) days from the date of issue of DWO, the Contract Agreement shall be signed by the successful Bidder and the Corporation in the Office of DGM(CC), NEEPCO Ltd., Shillong, Meghalaya, India for the performance of the work. The Contract Agreement shall be signed on Non-Judicial Stamp paper of Rs.100.00 (Rupees One Hundred) only to be purchased by the Contractor in the State of Meghalaya, India in 3(three) numbers each of Rs.100.00 (Rupees One Hundred) only. The Contract Agreement will incorporate the NIB, Bid Document and its Corrigenda (if any), and all Agreements between the Corporation and the successful Bidder.

#### 5.4 CONTRACT PERFORMANCE GUARANTEE:

- (i) Within 15(fifteen) days from the date of issue of the LOI, the successful Bidder shall, for due performance of the Contract, deliver to the Corporation a Contract Performance Guarantee (CPG) amounting to Rs. 9,90,000/- in the form of Bank Guarantee from a Nationalized Bank/Scheduled Bank located in the country of the Corporation or a Non-Nationalized Bank to be confirmed by any of the Nationalized Bank in India will be indicated to the Agencies as per prescribed format as provided in **Annexure-4** of this Part of Bid Document.

The Bank Guarantee issued must be routed through (Structured Financial Messaging System) platform. The details of the NEEPCO's Bank for SFMS platform is given below:

- a) Name of the Bank : SBI, Main Branch, Shillong
- b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
- c) Bank A/c No: 10881522463
- d) Type of A/c : Cash Credit A/c
- e) IFS Code: SBIN0000181

**Alternatively**, the successful Bidder shall deposit the CPG amount through SB-COLLECT of State Bank of India by following the following steps:

Step-1	The Contractor shall visit url/web page <a href="https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm">https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm</a> on any internet browser.
Step-2	State Bank Collect page will appear. For " <b>State of Corporate/Institution</b> ", select " <b>ALL INDIA</b> " for payment of CPG for the state of Meghalaya. For " <b>Type of Corporate/Institution</b> " select " <b>PSU</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 " <b>SHILLONG- PARTIES</b> ".
STEP-5	New Screen will appear, here the Contractor has to fill all the required information for the payment as under: i) Under <b>Name of Payer</b> : The Contractor is to filled up his Name and Address. ii) Under <b>Short Details of Payment</b> : The Contractor shall indicate CPG and LOI No. (Example: for payment of CPG against LOI No. XX dated DDMMYYYY, the Contractor has to fill under this option as "CPG for LOI No. XX dated DDMMYYYY").

	<p>iii) <b>Under Type of PAYER</b> : The Contractor is to select VENDOR OR CONSULTANT whichever is applicable.</p> <p>iv) <b>Under CIN in case the Payer is a Company</b> : The Contractor is to fill up his CIN in case of a company, otherwise may kept blank.</p> <p>v) <b>Under Payment amount</b> : The Contractor is to fill up <b>the amount of CPG as per Bid Condition</b>.</p> <p>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</p> <p>vii) Fill Captcha.</p> <p>viii) Then Submit.</p>
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 Contractor may select option as per convenient and make the payment.
STEP-8	<p>After successful payment, the system will generate receipt.</p> <p>The receipt may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report).</p> <p>This system generated receipt shall be downloaded and subsequently, the Contractor shall submit the system generated receipt / e–receipt of money paid through SB-COLLECT of State Bank of India, in original, to the General Manager (C), I/c Contracts &amp; Procurement, NEEPCO Ltd., Shillong-793003, for proof of payment of CPG.</p>

- (ii) The Contractor shall, on receipt of written instruction from the Owner, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions of the Owner and shall furnish the extended/revised Bank Guarantee or any extension thereof. In case the extended/revised Bank Guarantee is not received by the Owner within the specified period, the Owner, entirely at his discretion, shall be at liberty to encash the aforesaid Bank Guarantee.
- (iii) The Contract Performance Guarantee shall cover additionally the following guarantee to the Owner.
- a) The Contractor/firm guarantees the successful and satisfactory execution of works assigned under the Contract as per the specifications and documents.
  - b) The Contractor/firm further guarantees that the materials/ equipment/ workmanship provided shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed.
- (iv) The Bank Guarantee submitted in lieu of Contract Performance Guarantee shall be valid till 90 (ninety) days after the contractual completion period. The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the contractual completion period, provided that the DGM(CC) is satisfied that there is no demand outstanding against the Contractor.
- (v) It is expressly understood and agreed that the amount of Performance Guarantee shall not be construed as limiting factor / amount for various liabilities under the Contract.
- (vi) No interest shall be payable to the Contractor by the Corporation against the Contract Performance Guarantee.

- (vii) The cost of complying with the requirements of this Clause shall be borne by the Contractor.

**5.5 ORDER OF PRECEDENCE:**

The various documents comprising the Bid document shall be considered, as explanatory to each other and in case of conflict between them, the following order of precedence shall prevail:

- a) Conditions of Contract
- b) Technical Specifications
- c) Instructions to Bidders, Tender Forms & Data Sheets
- d) Any other accepted document forming part of the contract.

**6 CHANGES IN CONSTITUTION**

In case of changes in the constitution or name of the contractor, prior approval in writing of the DGM(CC) shall be obtained before such changes. If prior approval as aforesaid is not obtained, action will be taken as per relevant Clause 18, Part-3 of Bid Document.

**7 E-PAYMENT**

The Bidders shall furnish the following Bank details for releasing EMD on fulfilment of tender condition.

- 1. Name of Beneficiary:
- 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.:
- 8. Telephone No.:
- 9. E-mail address:

The payment to the successful bidder shall also be paid on the above bank account.

.....X.....

### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a

standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**DRAFT CONTRACT AGREEMENT FORM**  
**(To be drawn up in Non-Judicial Stamp Paper)**

This Agreement is made this ..... day of ..... between ..... having their registered office at ..... (hereinafter referred to as the '**Contractor**') and the North Eastern Electric Power Corporation Limited (hereinafter referred to as the '**Corporation**') having their registered office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya, India.

Whereas the Corporation has decided to carry out the work of "**Advertising & PR Related Works**" (hereinafter called the '**Works**') mentioned, enumerated and referred to in the Conditions of Contract, Technical Specifications, etc. for the '**Works**' (hereinafter called the '**Bid Document**') issued by the Corporation and whereas the terms and conditions stipulated in the Bid Document for the said Works are accepted by the Contractor and whereas the Corporation did accept the bid of the Contractor for execution of the said Works.

Now this agreement witnesses and it is hereby agreed and decided as follows: -

In consideration of payments to be made to the Contractor by the Corporation as herein mentioned, the Contractor hereby covenants with the Corporation, its successors and assigns that the Contractor shall do and perform the said works and things in the Contract mentioned and described or which are implied there from or therein respectively within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the Bid Document; and in consideration of the provisions and, supervision and execution, construction and completion of the said works and the performance guarantee thereof as aforesaid, the Corporation covenants with the Contractor to pay the Contractor the sums as per Bill of Quantities and rates mentioned in the detailed Work Order and such other sums as may become payable, such payment to be made at such time and in such manner as is provided by the Contract.

**Covenant Parts of the Contract**

This Contract consists of the following covenant parts all of which are as fully a part of this Contract as if herein set out verbatim or if not attached as if hereto attached.

- (1) Detailed Notice Inviting Bids No:
- (2) Letter from .....
  - (i).....
  - (ii) .....
- (3) Detail Work Order No: .....

**MEMORANDUM**

- (A) General Description of Work : -
  - (B) Approximate Contract Price : -
  - (C) Contract Performance Guarantee : -
  - (D) Time of Completion : -
- 

**IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN SHILLONG ON  
THE DATE FIRST HEREIN BEFORE MENTIONED**

Constituted Attorney for  
the Contractor  
Ltd.

For & On behalf of  
North Eastern Electric Power Corporation

In presence of

DGM (CC),  
NEEPCO Ltd., Lower New Colony,  
Shillong – 793003.

( 1 )

( 1 )

( 2 )

( 2 )

Executed in Original.

Constituted Attorney  
for the Contractor

DGM (CC),  
NEEPCO Ltd., Lower New Colony,  
Shillong-793003.

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**  
**(To be stamped in accordance with stamp Act)**

Ref:.....

Bank Guarantee No.....

Date:.....

To,

The DGM (CC),  
 North Eastern Electric Power Corporation Ltd.,  
 Brookland Compound,  
 Lower New Colony,  
 Shillong – 793 003  
 Meghalaya,

Dear Sirs,

In consideration of the North Eastern Electric Power Corporation Ltd., Shillong (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ with its Registered/Head Office \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Owner's Letter of Intent No. \_\_\_\_\_ Dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ (scope of Contract) and the Contractor having agreed to provide a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_ (percent) of the said value of the Contract to the Purchaser.

We \_\_\_\_\_ (name & address of the bank) 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 Owner, on demand any and all money payable by the Contractor to the extent of INR \_\_\_\_\_\* \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_\*\* \_\_\_\_\_ without any demure reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor 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 prior consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges the guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to extend time for performance of the Contract by the Contractor. The Owner 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 Contractor, 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 Owner and

the Contractor 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 Owner of its liberty with reference to the matter aforesaid or any of them or by reason or any other act of forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter of thing whatsoever which under law would, but for this provision, have the effect or relieving the bank.

The Bank, further agrees that the Owner 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 Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ \*(Indian 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 Owner who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension with the validity period, this shall be treated as a claim by the Owner on the bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Owner and the Contractor and the payment under this guarantee bond need not wait till the dispute is decided by the competent court or tribunal or any other authority and that any payment made by the bank to the Owner under this guarantee bond shall be deemed to have been rightfully and lawfully made.

The Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESSES:

Signature

\_\_\_\_\_

\_\_\_\_\_

(Signature)

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

\_\_\_\_\_

(Official Address)

(Designation with bank stamp)

Authority as per

Power of Attorney No. \_\_\_\_\_

Dated: \_\_\_\_\_

Note:

1. \* This sum shall be 10% (Ten percent) of Contract Price.

\*\* The date will be guided by Clause 5.4, Part-2 of Bid Document.

The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the guarantee.

2. The BG shall be submitted from a Nationalized Bank/Scheduled Bank in India.

**PART-3: CONDITIONS OF CONTRACT**

### **PART-3 (A): CONDITIONS OF CONTRACT**

#### **1. DEFINITION OF TERMS:**

- (a) The "**Government**" shall mean the Government of India or any State Government, as the case may be.
- (b) The "**Chairman and Managing Director**" shall mean the administrative head of the North Eastern Electric Power Corporation Limited, Shillong.
- (c) 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.
- (d) "**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.
- (e) The "**Contractor**" shall mean the Bidder whose bid has been accepted by the Owner for award of works and shall include such successful bidder's legal representatives, successors and permitted assigns.
- (f) "**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/or the Officer appointed by the Corporation or its duly authorised representatives to direct, supervise and be in charge of the works for the purpose of the contract.
- (g) "**Representative of the Officer- in-Charge**" shall mean the person appointed by the Corporation as representative of the **Officer- in-Charge** for supervising the performance of the work and administering the Contract.
- (h) "**Works**" means and includes the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Officer in-Charge in accordance with the provisions of the Contract and any other items not specifically written but essential to complete the entire activity defined in the Contract.
- (i) "**Specifications**" shall mean collectively all the terms and stipulations contained in the Contract Agreement, including, but not limited to, the General Terms and Conditions, Technical Specifications and Tender Forms and Annexures, corrections and amendments thereto made in accordance with the Contract.
- (j) "**Inspector**" shall mean the Owner or any other person nominated by the Owner from time to time, to inspect the equipment, stores and the works under the Contract and/or the duly authorized representative of the Owner.
- (k) "**Letter of Intent**" shall mean the official notice issued by the Owner notifying the Contractor that his proposal / bid is accepted, and that the Contractor is required to sign the Contract Agreement. The LOI shall deem to be the effective date of the contract.

- (l) **“Detailed Work Order”** shall mean the formal award of the Work Order, which shall be issued by the DGM(CC), NEEPCO Ltd., or her authorized representative on fulfilment of the terms and conditions stipulated in the LOI.
- (m) **“Sub-Contractor(s)”** means a party or parties having direct contact with the Contractor and to whom any part of the Contract has been sublet by the Contractor with the consent in writing from the Officer in-Charge.
- (n) **“Defect”** shall mean any part of the work not executed in accordance with the Contract.
- (o) **“Month”** shall mean calendar month.
- (p) **“Day”** or **“Days”** unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- (q) A **‘week’** shall mean a continuous period of 7 (seven) days.
- (r) **‘Writing’** or **‘Written’** shall include any manuscripts, typewritten or printed statement under or over signature and/or seal as the case may be.
- (s) When the words “Approved”, “Subject to Approval”, “Satisfactory”, “Equal To”, “Proper”, “Requested”, “As directed”, “Where Directed”, “When Directed”, “Determined By”, “Accepted”, “Permitted” or words or phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Officer.
- (t) **“Bid Price”** shall mean the price quoted by each bidder in his proposal for the complete scope of works.
- (u) **"Labourer"** shall mean all categories of labour engaged by the Contractor, his sub-Contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- (v) **"Fiscal Year"** shall mean a year beginning on 1<sup>st</sup> (first) April and ending on 31<sup>st</sup> (Thirty-first) March of the succeeding year.
- (w) **“Contract Performance Guarantee”** means equivalent to the amount of 10% of the Contract Price to be submitted by the Successful Bidder in the form of a Bank Guarantee or Demand Draft or through SB-COLLECT of State Bank of India after the issue of LOI.
- (x) The clause headings shall not limit, alter or affect the meaning of the specifications, conditions of bidding on these conditions.
- (y) **"Approval"** shall mean the written approval of the Officer in-Charge and of the statutory authorities wherever such authorities are specified by any codes or otherwise.

- (z) **"Writing"** shall include any manuscript type written or printed statement, under or over signature or seal, as the case may be.
- (aa) Words imparting **'persons'** shall include firms, companies, corporations and association or body of individuals, whether incorporated or not.
- (bb) **"Contract Value" / "Contract Price"** shall mean the amount at which a particular Contract is awarded.
- (cc) **"Elevations/Reduced Levels or R.L."**: Wherever figures representing elevation or reduced levels are given they mean the height in metres based on Bench Mark established by the North Eastern Electric Power Corporation Limited, Shillong at site.
- (dd) **"Defect"** means any part of the work not executed in accordance with the Contract.
- (ee) The Word **"Tender"** is synonymous with **"Bid"**, and the words 'tender documents' is synonymous with 'bid documents'.
- (ff) **"Bid"** means the documents submitted by the Bidder in accordance with the Invitation for Bids.
- (gg) **"Bidder"** means the mean an Individual/Company/firm submitting his Proposal/Bid in response to the NIB.
- (hh) **"Appendix to Bid"** means the appendix comprised in the form of tender annexed to this conditions.
- (ii) **"Commencement Date"** means the date the date of commencement of work as stipulated in the LOI / DWO.
- (jj) **"Third Party"** means any person or entity other than the Government, the NEEPCO and the Contractor.
- (kk) Words imparting the singular number shall include the plural number, and plural the singular, and the words imparting the masculine gender shall include the feminine and neuter gender where the context so requires.

## 2. INTERPRETATION:

- 2.1 Words, imparting the singular only shall also include the plural; he includes she and / or it and vice versa, unless this is repugnant to the context.
- 2.2 Unless otherwise provided, all reference to sums of money shall refer to Indian Currency and shall be made in Indian Rupees (INR).
- 2.3 Words imparting persons or parties shall include firms and Corporations and/or any Organisation having legal capacity/entity.

## 3. CONTRACTOR TO INFORM HIMSELF FULLY

- 3.1 The Contractor shall be deemed to have carefully examined the general conditions, specification and schedules and also to have satisfied himself as to the nature and character of work to be executed and, wherever necessary, of the site condition and

the relevant matters and details. He is deemed to have understood the entire scope, nature and magnitude of work in accordance with the Contract documents and shall be responsible for any defect, omission or error in the bid documents. Any information thus or otherwise obtained from the Owner shall not, in any way, relieve the Contractor of his responsibility for executing the work in terms of the Contract, including all details and incidental works.

- 3.2 If the Contractor shall have any doubt as to the meaning of any portion of the scope of the Contract, he shall, before signing / accepting it, set forth the particulars thereof and submit them to the Officer in-Charge in writing in order to remove such defect, error, omission etc., by the Owner.

**4. CONTRACT DOCUMENTS:**

- (i) The language in which the Contract documents shall be drawn up shall be in English only and if the said documents are written in more than 1 (one) language, the language according to which the Contract is to be constructed and interpreted shall be English and designated as the “**Ruling Language**”.
- (ii) The documents shall not be used by the Contractor for any purpose, other than that of the Contract.

**5. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The Contractor, without the Owner’s prior written consent, shall not disclose the Contract, or any provisions thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than the person employed by the Contractor in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**6. CONTRACT PERFORMANCE GUARANTEE**

Please refer Clause 5.4, Part-2 of Bid Document.

**7. EFFECT AND JURISDICTION OF THE CONTRACT**

- (i) The Contract shall be considered as having come into force from the date of issue of the Letter of Intent of the Contract by the Owner.
- (ii) The laws applicable to this Contract shall be the laws in force in India. The Meghalaya High Court, Shillong shall have the exclusive jurisdiction in all matters arising under this Contract.

**8. FORCE MAJEURE**

- (i) The “Force Majeure” risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:
  - (a) War (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;

- (b) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;
- (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) Acts of God (like floods, Inundation, tornadoes, Storm/ Tempest/ Hurricane/ Typhoon/ Cyclone/ Lightning or other atmospheric disturbances, Earthquake, Landslide/ Rockslide/ Subsidence or any loss or damage caused by forces of nature);
- (e) Damages due to any Political or Religious incidence;
- (f) Act of Terrorism;
- (g) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works;
- (h) Martial law, damage from aircraft, nuclear fission, nuclear reaction, nuclear radiation, or radioactive contamination;
- (i) Fire (not caused by negligence of the Contractor/its Sub-contractors/ their personnel); and
- (j) Other such causes, over which the Contractor has no control and are accepted as such, by the DGM(CC), whose decision shall be final and binding.

In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such "Force Majeure" shall be treated as suspended for the period during which such "Force Majeure" cause lasts, provided the party alleging that it has been rendered unable, as aforesaid, thereby shall notify within 10 (ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- (ii) Loss to any party due to occurrence of Force Majeure risk shall be borne by the respective Party.
- (iii) If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such Force Majeure event, claims for extension of time shall be granted for periods considered reasonable by the Corporation subject to prompt notification by the contractor. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of Force Majeure condition.

## **9. LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTION AND RECTIFICATIONS**

- i. If it appears to the Officer- in-Charge or his Representative at any time during performance of work, as specified elsewhere, that any work has been performed with unsound, imperfect, or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract or that any defect, shrinkage or other faults found in the work arising out of defective or

improper workmanship, the Contractor shall, upon receipt of a notice in writing on that behalf from the Officer in-Charge, forthwith rectify or remove the works so specified in whole or in part as the case may be and/or remove the materials/articles so specified and provide other proper and suitable materials at his expense.

- ii. If the Contractor does not carry out his obligations under the above clauses, the Corporation shall carry out the same at the risk and cost of the Contractor.

**10. INSURANCE AND INDEMNITY**

- i. However, it will be the responsibility of the contractor to arrange insurance for all his manpower, machineries, T&P, vehicle etc. deployed by him at his own cost and settle all such Insurance matters by themselves. In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim. The said insurance shall be valid from the Date of commencement upto the Date of Completion period of the contract.
- ii. In case of damage or loss occurred to any property of NEEPCO due to the negligence of the contractor, immediate intimation shall be given by the contractor to Officer in-Charge for Insurance purposes. If no such intimation is received in due time and claim becomes time barred, Corporation will recover such damages from the bills of the contractor at the first instance.

In case the Contractor fails to arrange the Insurance as mentioned above against any or all insurable risks, the Contractor shall be liable for loss or damage arising from such events or causes.

**11. PERIOD OF CONTRACT AND EXTENSION**

The contract period is two (2) years from the date of issue of the Letter of Intent. The contract period may be extended for another one year after satisfactory completion of the currency of the contract as per requirement under the same terms and conditions.

**12. FORECLOSURE OF CONTRACT IN FULL OR PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If, at any time after acceptance of the bid, the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Officer in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.

**13. TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and if the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partner dies, then, unless the Officer in-Charge is satisfied that the legal representatives of the individual Contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the Contract, the Officer in-Charge shall be entitled to terminate the Contract as to its incomplete part without the

Corporation being, in any way, liable for payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Officer in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damage for not completing the Contract. Provided that the power of the Officer in-Charge in such case of termination of Contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the Contract.

**14. DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART**

The Contractor shall not neglect to execute the works with due diligence and expedition or shall not refuse or neglect to comply with any reasonable orders given to him, in writing, by the Officer in-Charge in connection with the works or shall not contravene the provisions of the Contract.

- i) If the Contractor,
  - a) commits default in complying with or commits breach of any of the terms and conditions of the Contract and does not remedy it immediately and not later than 10 (ten) days, in any case, after a notice in writing is given to him in that behalf by the Officer in-Charge, or
  - b) fails to complete the work(s) or any item of work(s) within the time specified in the Contract or any extended time under the Contract and does not complete the work(s) or any item of work(s) within the period specified in a notice given in writing in that behalf by the Officer in-Charge, or
  - c) offers or gives or agrees to give to any person in the Corporation's service or to say person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation or
  - d) enters into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Officer in-Charge, or
  - e) obtains a Contract with Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering, or
  - f) being an individual, or if a firm, any partner thereof, shall at any time be adjudged, insolvent or have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate, or if a trust deed be executed by him for benefit of his creditors, or
  - g) being a company passes a resolution or a Court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holder is appointed or circumstances arise which entitle the court or debenture holders to appoint a receiver or Manager, or

- h) suffers in the execution of the works from a lien being placed on his goods, or
- i) assigns, transfers, sub-lets, (engagement of labour on a piece work basis or of labour with materials not being incorporated in the work shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior writing approval of the Officer in-Charge .
- j) has concealed any information or has furnished any incorrect statement or misrepresentation or wilful misstatement or misleading or false representation(s) in the forms, statements and attachments submitted in proof of his qualifications.

The Officer in-Charge shall have powers to terminate the Contract in full or in part as aforesaid without the prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Officer in-Charge shall be conclusive evidence.

- ii) All decision, actions of the Officer in-Charge under the Clause as aforesaid shall be conclusive and binding on the Contractor.

#### **15. PENALTY**

In case of work is not carried out as per scope and as per direction of Officer in-charge, penalty as decided by competent authority shall be imposed and the same shall be recovered from the monthly bill of contractor. However, the cumulative penalty shall be restricted subject to maximum 10% of Contract Price.

#### **16. COMMENCEMENT, EXECUTION AND TAKING OVER**

- (i) The Contract period for billing purpose will start from the Date of issue of Letter of Intent.
- (ii) The Contractor shall confirm his acceptance within 7 (seven) calendar days after the date of issue of the Letter of Intent and submit the Contract Performance Guarantee (CPG) within 15(fifteen) days from the date of issue of the Letter of Intent.
- (iii) The Contractor shall execute the work with faithfulness and in conformity with the specifications.

#### **17. SETTLEMENT OF DISPUTE**

- (i) If a dispute of any kind, whatsoever, arises between the Corporation and the Contractor in connection with, or arising out of, the Contract Agreement or the execution of the works under the said Contract Agreement, whether during the execution of the work or after completion thereof and whether before or after repudiation or otherwise termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Officer in-Charge, such reference shall state that it is made pursuant to this Clause. Not later than 60 (sixty) days after the day on which he receive such reference, the Officer in-Charge shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Corporation shall give effect forthwith to every such decision of the Officer in-Charge, unless and until the same shall be revised, as hereinafter provided, or by amicable settlement or through an arbitral award.

If the Contractor is not satisfied with any decision of the Officer in-Charge, or if the Officer in-Charge fails to give notice of his decision on or before the 60<sup>th</sup> (sixtieth) day after the day on which he receives the reference, then the Contractor may, on or before the 45<sup>th</sup> (forty fifth) day after the day on which he receives notice of such decision or on or before the 45<sup>th</sup> (forty fifth) day after the day on which the said period of 60 (sixty) days expires, as the case may be, give notice to the Corporation of his intention to commence Arbitration as hereinafter provided, with regard to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Arbitration, with regard to such dispute which is subject to Sub-clause 21(iii), which stipulates that no Arbitration in respect thereof may be commenced unless such notice is given.

If the Officer in-Charge has given notice of his decision with regard to a matter in dispute to the Contractor and no notice of intention to commence Arbitration with regard to such dispute has been given by the Contractor on or before the 45<sup>th</sup> (forty fifth) day after the day on which the parties receive notice with regard to such decision from the Officer in-Charge, the said decision shall become final and binding upon the Contractor. Thereafter, such issues shall not be subjected to Arbitration.

(ii) **Amicable Settlement:**

Where notice of intention to commence Arbitration as to a dispute has been given in accordance with Sub-clause 21(i), the parties shall attempt to settle such dispute amicably before the commencement of Arbitration. Provided that, unless the parties otherwise agree, Arbitration may be commenced on or after the 90<sup>th</sup> (ninetieth) day after the day on which notice of intention to commence Arbitration of such disputes was given, even if no attempt at amicable settlement thereof has been made.

(iii) **Arbitration:**

Any dispute in respect of which:

- a. The decision, if any, of the Officer in-Charge has not become final and binding pursuant to Sub-clause 21(i) and
- b. Amicable settlement has not been reached within the period stated in Sub-clause 21(ii) shall be finally settled, unless otherwise specified in the contract as below:
  - (i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the Sub-clause, the term "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.
  - (ii) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be filed before the Arbitrator or Arbitrators for commencing the proceedings.

- (iii) No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of 3 (three) years from the date when such dispute or difference of opinion arises.
- (iv) The reference to Arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Corporation and the Contractor shall not be altered by reason of the Arbitration being conducted during the progress of the works. The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and dispute and no payment due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent that may be in dispute.
- (v) Arbitration proceedings shall be held at Shillong / Guwahati and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English.
- (vi) The expenses of the Arbitrators, as determined by the Arbitrator, shall be shared equally by the Corporation and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- (vii) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.
- (viii) There shall be only one Arbitration proceeding for adjudicating all the disputes under one Contract. Hence, Arbitration should be invoked by the parties by combining all the disputed issues together. Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by all the parties including Arbitrator.

**18. DEVIATIONS:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of Officer in-Charge. No such work shall be valid unless the same has been specifically confirmed and accepted by the Corporation in writing and incorporated in the Contract.

**19. DEFENCE OF SUIT**

If any action in Court is brought against the Owner or Officer in-Charge or an Officer or Agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, his Agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of the Sub-Contractors' workmen, supplier or employees whether the Contractor has been impleaded in the suit or not, the Contractor shall, in all such cases, indemnify and keep the Owner and the Officer in-Charge and / or his representatives, Office / Agent harmless from all losses, damages, expenses or decrees arising out of such action.

**20. TERMS OF PAYMENT**

**i. General:**

The payment to the Contractor for performance of work under the Contract will be made by the Owner as per the guidelines and conditions specified herein.

**ii. Mode of Payment:**

All payments due to the Contractor shall be disbursed under e-payment system or any other convenient mode of payment. The Officer in-Charge or his authorized representatives will verify and certify the Contractor’s bill, indicating payment instructions (full bank details) for disbursement.

The successful Bidder shall have to furnish the following information for receiving payment against the work through e-payment system:

1.	Name of Beneficiaries	2.	Name of Bank
3.	Branch of Bank	4.	IFSC Code of the Branch
5.	Account Number	6.	City/Town
7.	Fax and Telephone Numbers	8.	e-mail address.

**iii. Terms of payment:**

- Taxes as applicable as per the Central & State Govt. directive shall be deducted at source from the bill of the contractor by the Owner. Claim for exemption if any, shall be supported by necessary exemption certificates by the contractor well before time.
- All bank charges shall be to the Contractor’s account.
- **Deduction from Contract Price:**  
Costs, charges, damages or expenses of any nature for which the contractor is liable to the Owner under the Contract shall be deducted by the Owner from payments of the Contract Price or any amount due on any other account to the contractor from the Owner and/or shall be deducted by the Officer in-Charge from any securities/guarantees furnished by the contractor under the Contract. Such deduction shall constitute a valid discharge of the obligation of the Contractor to make the payment to the Owner.
- **Due date of Payment and Paying Authority:**  
Payments shall be released within 30(thirty) days from the date of receipt of technically clear invoice/bill by the Officer-in-Charge.  
The paying authority shall be the Manager (Fin), Bills Section, NEEPCO, Shillong, who shall release the payment based on certification by the Officer in-Charge.

**iv. Withholding Payment:**

The Owner may withhold the whole or part of any payment for the work claimed by the Contractor which, in the opinion of the Owner, is necessary to protect himself from loss on account of:

- a) Defective work not remedied or guarantees not met;
- b) Failure by the Contractor to make payments for materials, labour employed by him and their PF dues;
- c) Claims filed against the Contractor;
- d) Loss to another Contractor directly employed by the Owner;

- e) Insufficient progress;
- f) Damage or loss to property or equipment of the Owner;
- g) If legal case is instituted by the local authority/Government for default of the Contractor.

When the grounds for withholding payment are removed, payments of the amount due to the Contractor shall be made by the Owner without interest.

**21. TIME FOR PAYMENT AND INTEREST**

No claims for interest or damages will be entertained by the Corporation with respect to any money or balance which may be lying with the Corporation owing to any dispute, difference or misunderstanding between the Officer in-Charge on the one hand and the contractor on the other or with respect to any delay on the part of the Officer in-Charge making periodical or final payments or in any other respect whatsoever.

**22. COMPLIANCE WITH REGULATIONS**

The Contractor shall comply with all applicable laws, or ordinances, codes, approved standards, rules and regulations and shall procure all necessary Municipal and Government permits, licenses etc., at his own cost. The Contractor shall leave the Owner and Officer in-Charge harmless as a result of any infraction thereof.

**23. CONFIDENTIALITY OF THE CONTRACT DOCUMENTS & MATTERS**

All documents, correspondences, decision and other matters concerning the Contract shall be considered as confidential & restricted nature by the Contractor and he shall not divulge or allow access there to unauthorized person of any kind.

**24. ADVANCE**

Advance in any form is not payable.

**PART-4: TENDER FORMS AND DATA SHEETS**

**FORM A - BID FORM**

To,

DGM(CC)  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003  
Meghalaya,  
India

1. I/We have read and examined the following documents in connection with the service of **“Advertising & PR Related Works ”**:

Part-1	Short & Detail Notice Inviting Bids
Part-2	Instruction to Bidders
Part-3	Conditions of Contract
Part-4	Tender Forms and Data Sheets

2. I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein.
3. I/We agree to keep this bid open for acceptance for 180 (One Hundred Eighty) days from the date of opening of the bid thereof and also agree not to make any modifications in its terms and conditions of our own accord.
4. The requisite Bid Security/Earnest Money Deposit of Rs..... is submitted along with the bid in the form of Bank Guarantee issued by \_\_\_\_\_ (name of bank) or paid to NEEPCO’s Account through SB-COLLECT of State Bank of India.
5. I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for forfeiture of my/our Bid Security/Earnest Money Deposit, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/Earnest Money Deposit absolutely.
6. Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above Bid documents.
7. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents.
8. I/We declare that all information provided in my/our bid and attachment thereof is true and correct and in line with the requirement of the Bid documents.

9. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully,

Witness \_\_\_\_\_

Signature in the capacity of \_\_\_\_\_

Date:

Place:

(Signature)

(Name of Signatory, duly authorised to sign the bid on behalf of the Bidder ..... (In block letters))

(Designation / Title of signatory)

(Common Seal)

Postal Address of the Bidder: \_\_\_\_\_

Telegram/Telex: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**FORM-B: WARRANTY FORM**

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Contractor") having carefully studied all the documents pertaining to the work of "**Advertising and PR Related Works**" and having undertaken to execute the said works, do hereby warrant that:-

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor is satisfied that the work can be performed and completed as required in the Contract.
3. The Contractor has had no collision with other Contractors, with any of the men of the Office in-Charge or with any other person in the Corporation to execute the said works according to the terms and conditions of the said Contract.
4. The Contractor has not been influenced by any statement or promise of the Corporation or the Officer in-Charge but only by the Contract Document.
5. The Contractor is financially solvent.
6. The Contractor is experienced and competent to perform the Contract to the satisfaction of the Officer in-Charge.
7. The statement submitted by the Contractor is true.
8. The Contractor is familiar with all general and special Laws, Acts, Ordinances, Rules and regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

(Signature)

Date: \_\_\_\_\_

For and on behalf of the Contractor  
Full Address with e-mail \_\_\_\_\_

**FORM-C: BID SECURITY/EMD FORM**

[On Non-Judicial Stamp Paper / Court Fee Stamp]

Guarantee No.:

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To,

DGM(CC)  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003, Meghalaya, India

Whereas the North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to also as the 'Corporation') has called for tender for the work "**Advertising and PR Related Works**" vide NIB No. \_\_\_\_\_ Dated \_\_\_\_\_ and whereas \_\_\_\_\_ (hereinafter referred to as the 'Contractor') has submitted tender for the aforesaid work.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Earnest Money Deposit, a Bank Guarantee for Rs. \_\_\_\_\_ only along with the tender.

Now therefore this witnesseth:

We, the (name and address of the bank) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the Contractor failing to keep open the tender for acceptance for a period of 6 (six) calendar months from the date of opening of techno-commercial bid and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of Contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation/contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation, the sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Corporation, shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement.

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtors.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That this Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same;

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed.

That the liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) only.

That it shall be in full force only for a period up to ..... and it will hold good for any demand made by the Corporation, in the meanwhile.

And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation and the Contractor 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 Corporation under the guarantee bond shall be deemed to have been rightfully and lawfully made.

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

In witness where-of I \_\_\_\_\_ The Agent /Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the \_\_\_\_\_ the day of \_\_\_\_\_/\_\_\_\_\_.

Witness  
(Signature) .....  
(Name).....

(Signature) .....  
(Name).....

(Official Address)

Designation with  
Bank Stamp .....  
Authority as per Power of Attorney No.

Note:

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the Stamp Act applicable to that particular state of Indian Union, where executed.
2. The executing officers of the Bank Guarantee for Earnest Money Deposit / Bid Security shall clearly indicate in block letters his name, designation, Power of Attorney No. etc.
3. Each page of the Bank Guarantee shall be signed/ initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Bank.
4. Stamp paper shall be purchased in the name of the Bank issuing the Bank Guarantee.

**FORM-D: POWER OF ATTORNEY**

[On Non-Judicial Stamp Paper of Appropriate value and Notarised as per Law]  
Bidders shall submit as Form D Power of Attorney including its physical submission in original

To,  
The DGM(CC)  
North Eastern Electric Power Corporation Limited,  
Brookland Compound, Lower New Colony,  
Shillong-793003, Meghalaya, India.

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, .....(Name)....., (Title)..... of M/s. ....(Name of the Company) ....., lawfully authorized to represent and act on behalf of the said company, a company formed and existing under the laws of .....(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at ..... (Complete address)..... (THE "EXECUTANT") does hereby make, constitute and appoint Mr. ....(name of Attorney), .....(Title) of M/s. ....(Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to conduct negotiations with North Eastern Electric Power Corporation Limited, to sign the tender and Contract Agreement, and to execute all the necessary matters related thereto in the name and on behalf of the said company in connection with NIB No. .... Dated ..... for "**Advertising & PR Related works**", issued by North Eastern Electric Power Corporation Limited (THE "EMPLOYER"). Whereas the undersigned is fully authorised to deliver such Power of Attorney to above named person/Company.

And We the Company above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all whatsoever the said Attorney quotes in the Bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Company as if done by itself.

In witness whereof, this Power of Attorney is duly signed on .....

Signature of Attorney Attested  
Signature of Attorney.....  
Attested by .....

For (Name of the EXECUTANT)  
(Signature of authorised representative.....)  
  
(Name of authorised representative.....)  
(Designation of authorised representative.....)  
(Seal of the Company)

Witness:  
Signature:  
Name:  
Designation:

[Notarized/legalised]

**FORM-E: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE (WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES**

(Bidders, who are registered as Micro/Small Enterprises shall submit the instant undertaking)

1. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organization 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 any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs registered under Udyog Aadhaar Memorandum (UAM)
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

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

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**FORM-F: DECLARATION OF BIDDER COVERING CLAUSE 1.4, PART-2 OF BID DOCUMENT**

(Bidders shall submit this Form-F online)

I ....., son of....., resident of ..... of .....[Name of the Bidder]....., organised in the existing under the laws of [.....] and having its registered office at [.....] (the "Bidder") do hereby solemnly affirm and declare as follows:

1. I have been duly authorized to Bid against NIB No. ... Dated..... on behalf of ..... (Name of Bidder)..... and competent to swear and make this Declaration on behalf of the Bidder. Power of Attorney in this regard is submitted in FORM-D along with the bid.
2. The Bidder undertakes that it shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices as defined in Clause 5.2(ii), Part-2 of Bid Document in competing for the award of the works described therein pursuant to the said NIB and, in the event of the award of works upon the acceptance of the bid of the Bidder pursuant to the said NIB, in the execution of the works under the resultant Contract and shall strictly observe and comply with the stipulations contained in this behalf in the NIB as also under all the laws in force in India.
3. The Bidder underscores the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect, the Bidder has neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with its bid, nor will the bidder offer or grant any such incentives or conditions in the present procurement process or in the event that the Bidder is awarded the contract, in the subsequent execution of the contract.
4. The Bidder also underscores the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. The bidder undertakes to comply with the Core Labour Standards ratified by the country of India. The Bidder will inform its staff about their respective obligations and about their obligation to obey the laws of the country of India.
5. The Bidder undertakes that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not been chargesheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of Bid submission; been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 5.2(ii), Part-2 of Bid Document; made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
6. The Bidder further declares and covenants that it has neither been declared ineligible/blacklisted/debarred from pre-qualification, participating or bidding in/award of tenders/projects/works/bids, nor had any contract terminated on account of defaults/poor performance/failure to execute the awarded works, discharge any obligations or abandonment of any works/contracts by NEEPCO or the Govt. of India or State Government or Govt. Organisations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU (Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies or Statutory Corporations and Companies or Statutory Authorities or other Govt. Authorities, as on the latest date of submission of bids.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
(Signature)

(Name of Signatory, duly authorised to sign the bid on behalf of the Bidder..... (In block letters))

(Designation / Title of Signatory)

(Seal of the Bidder)

**DATA SHEET-1: CHECK-LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BIDS**

Name of Bidder:
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Sl. No.	List of documents to be submitted by the Bidders along with the Bid	Ref. to Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Remarks
1	Bid Fee	Cl.12, Part-1	Bidders shall submit/upload and map e-receipt of money paid against Bid Fee with online bids.	Yes/No	
2	Fulfills General Qualifying Requirement	Cl. 6.1, Part-1	Bidders shall submit/upload and map required supporting documents, duly signed and stamped with online bids.	Yes/No	
3	Fulfills Technical Qualifying Requirement	Cl. 6.2, Part-1	Bidders shall submit/upload and map required supporting documents, duly signed and stamped with online bids.	Yes/No	
4	Fulfills Financial Qualifying Requirement	Cl. 6.3, Part-1	Bidders shall submit/upload and map required supporting documents, duly signed and stamped with online bids.	Yes/No	
5	FORM- A: Bid Form	Part- 4: Tender Forms & Data Sheets	Bidders shall submit/upload and map Form-A, duly filled up, signed and stamped with online bids.	Yes/No	
6	FORM-B: Warranty Form	Part-4: Tender Forms & Data Sheets	Bidders shall submit/ upload and map Form-B, duly filled up, signed and stamped with online bids.	Yes/No	
7	FORM-C: Bid Security/ EMD Form	Part-4: Tender Forms & Data Sheets	Bidders shall submit/ upload and map Bid Security/ EMD with online bids including its physical submission in original	Yes/No	
8	FORM-D: Power of Attorney Form	Part-4: Tender Forms & Data Sheets	Bidders shall submit/ upload and map Power of Attorney with online bids including its physical submission in original.	Yes/No	
9	FORM-E: Undertaking for Bidders who are registered as Micro/Small Enterprises (wherever applicable) with certificates from	Part-4: Tender Forms & Data Sheets	Bidders shall submit/ upload and map Form-E, duly filled up, signed, stamped along with relevant supporting documents / certificate, in case of MSE Bidders with online bids.	Yes/No	

Sl. No.	List of documents to be submitted by the Bidders along with the Bid	Ref. to Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Remarks
	concerned authorities.				
10	FORM-F: Declaration of Bidder covering Clause 1.4, Part-2 of Bid Document	Part-4: Tender Forms & Data Sheets	Bidders shall submit/ upload and map the said Declaration (Form-F) with online bids.	Yes/No	
11	Bank details for E-PAYMENT	Cl. 8, Part-2	Bidders shall submit/ upload and map Bidder's Bank details for payment through e-payment system with online bids.	Yes/No	

Note: Bidder shall refer to above check list for compliance on submission of all the required documents to be submitted by the Bidder along with the Bid. However, submission of documents/ data as per the above check list will not absolve the bidder from submission of any other required documents/ data to be submitted by the bidder complete in all respect as per the bid conditions.

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_