



**NTPC Limited**  
( A Government of India Enterprise )  
**Ramagundam Super Thermal Power Station**  
PO JYOTINAGAR  
DISTRICT PEDDAPALLI  
Telangana- 505215, India

Telephone No. : 08728-272645/272674 Fax No. : 08728-272656/272094

CST No : ADB/06/02/1096/88-89

TIN No : 36920137354

ENQUIRY TO VENDORS AS PER ATTACHED ANNEXURE

**NIT Number** : 9900221698/049/1033  
**NIT Date** : 22.06.2021  
**EMD Amount in INR** : Not Applicable  
**EMD Amount in US\$** : Not Applicable  
**Bid Opening Date** : 03.08.2021  
**Bid Opening Time** : 15:00:00 Hrs

**Subject:** Rate contract for Deployment of Vehicles on Hire basis for NTPC RSTPS, TeSTPP

Dear Sir,

With reference to your request for issue of tender documents vide your letter number , the tender papers consisting of the following documents are enclosed.

1. Bidding Process.
2. Scope of Work and Special Terms & Conditins.
3. General Terms and Conditions for Deployment of Vehicle on Hire basis.
4. BOQ cum Quote Sheet.
5. Bid Security Declaration Form
6. Details of Vehilce.
7. Undertaking.
8. Vendor code request
9. EFT Form

Tender Document consist of \_\_\_\_\_ no. of pages.

Your offer should reach this office latest by 14:30:00 Hrs on BOD.

In case, you find any difficulty in submitting your offer in person, following officials may be contacted :

- |   |   |
|---|---|
| <b>1. Mr KNM Rao</b><br>AGM(C&M)<br>1st Floor, Administrative Building,<br>NTPC Ltd,Ramagundam Super Thermal power<br>Dist:Karimnagar, Telangana State<br><b>Tel No. : 08728-264201</b> | <b>2. Mr P Sivakumar</b><br>Sr Manager(C&M)<br>4th Floor, Administartive Building<br>NTPC Ltd,Ramagundam Super Thermal Power<br>Dist:Karimnagar, Telangana State<br><b>Tel No. : 08728-264214</b> |
|---|---|

Tender shall be submitted in sealed envelope by Regd post/Hand Delivery super scribing Enquiry No. & Date and Bid Opening Date.

Thanking You,

For & behalf of NTPC Limited

P. SIVA KUMAR  
Sr. Manager (CnM)

## BIDDING PROCESS

1. PROCEDURE FOR BID OPENING: The Bids comprise two parts. One, Technical bid and the other Price (Commercial) bid. Both have to be submitted at a time by the bidder in separate envelopes. Technical bids shall be opened first and the price (commercial) bids of the qualified bidders will be opened.
2. PROCEDURE FOR SUBMISSION OF BIDS: The Bids shall be submitted in **TWO (2) Parts**, with each part in separate superscribed-envelope as mentioned below:

**PART-A : Technical Bid**, comprising of:

- a). **Tender Fee Rs. 900/-** and
- b) **Bid security Declaration** in the form specified in the Bid documents
- b) **Documents in support of meeting Qualifying Requirements (QR)**: The bidder should enclose (i) Letter of Undertaking or (ii) Details of vehicle.
- c). Eligible Micro and Small Enterprises submit MSME certificate like Udyam Registration (preferred), Udyog adhaar.
- d) All documents of tender enquiry.

All these documents shall be kept in a single envelope; duly sealed and superscribed as: **"Part-A: Technical Bid"** "NIT Ref No. 09/CS/21-22/**9900221698**".

**PART-B: Commercial Bid**, comprising of duly filled-in "Bill of Quantities Cum Quote Sheet".

The bidder has to quote for the BOQ available in the bid document. Any price mentioned at places other than the "Bill of Quantities Cum Quote Sheet" shall not be considered

Quote sheet shall be kept in a single envelope; duly sealed and superscribed as: **"Part-B: Commercial Bid"** "NIT Ref No. 09/CS/21-22/**9900221698**".

**All above documents of Part-A & Part-B should be duly signed and stamped on each page.**

3. Both the envelopes i.e. **Part-A** (Technical bid) and **Part-B** (Commercial Bid), as above, shall be placed in **one-common-envelope**; and this common-envelope should be duly sealed and addressed /superscribed as given below:

**Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, TE STPP.**

**Bid Opening Date: 03/08/2021**

**Addressed to**

AGM(C&M), Contracts Services Department,  
4th Floor, Administrative Building  
NTPC-Jyothinagar – 505 215.  
Ramagundam, Dist: Peddapalli (T.S)

4. **Procedure of Bid Opening: For submission of bids, the time (i.e. 12:30 Hrs.) and scheduled Bid Opening Date mentioned above, shall be treated as cut-off line. Subsequent changes to Commercial Bid shall not be entertained; by any manner such as supplementary letters / offers etc.** On the scheduled Bid Opening Date mentioned above, the envelope of Part-A of Bid shall be opened, from **15:00 Hrs** onwards; in the presence of participant Tenderers (who wish to be present). If the scheduled Bid Opening Date happens to be a closed-holiday, the next working day shall be treated as Bid Opening date. Bids not accompanied with the technical documents; shall not be entertained and such bids will be returned to the bidders subsequently. NTPC takes no responsibility for delay, loss or non receipt of bids sent by tenderer through post/courier.

## BIDDING PROCESS

### 5. **Benefits To Micro and Small Enterprises (MSEs):**

Award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is MSE.
  - b) In case L1 bidder is not MSE, then all the MSE vendor(s) who have quoted within the range of L1+15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE Bidder and so on ) to bring down its price to match with L1 bidder. Award for the full quantity (of one vehicle) shall be placed on the MSE Vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
  - c) If no MSE vendor who has quoted within the range of L1+15% accepts the price of L1 bidder then the award shall be made on the L1 bidder.
6. The bidders who wish to participate in the bidding shall satisfactorily establish that they fulfil the stipulated requirements and should furnish appropriate supporting documentary evidence, along with the bid as explained.
  7. **"If the rates/ prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/ prices have been called for in the bids,) are found to be abnormally high or low in relation to the NTPC estimate of the cost of work to be performed under the Contract. Then NTPC may require the bidder to produce detailed rate/ prices analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of these rates / prices with the construction methods and schedule proposed.**
  8. NTPC reserves the right to evaluate operational part of any or all the bids found technically and commercially acceptable. The decision of NTPC shall be final and binding in this regard.
  9. NTPC reserves the right to ban the party from the business if the party withdraw the offer after becoming the lowest valued bidder and also if the party does not execute the order after placement of purchase order.
  10. All bidders must **mandatorily provide their registered E-mail id's**. For any future requirements against this tender or tenders for subsequent requirements for hiring of any vehicles at NTPC Ramagundam/Telangana may be made by e-mail only.
  11. While placing the Order, NTPC reserves the right to allot any vehicle to any section/ department at the premises of NTPC. It shall be at the sole discretion of NTPC.
  12. Your Offer shall be valid upto 180 days from the date of Bid Opening.
  13. **Tender Fee:** A Crossed DD / Bankers Cheque for **Rs 900/-** in favour of 'NTPC Limited' payable at Ramagundam/ Godavarikhani. MSME bidders can avail exemption in Tender Fee by submitting self certified copy of Udyam Registration, Udyog adhaar.
  14. **Earnest money deposit (EMD):** EMD not applicable. However **All Bidders shall have to submit Bid security Declaration as per enclosed format.**

## BIDDING PROCESS

### 15. Additional Security Deposit (ASD):

(A) The successful bidder shall have to submit Additional Security Deposit for **Rs 50,000/-** for issue of Brief Letter of Award.

(B) The ASD offered shall, at bidder's option, be in the form of:

(i) A Crossed Demand Draft / Bankers Cheque in favour of NTPC Limited payable at State Bank of India, NTPC Ramagundam branch.

(ii) Fixed Deposit Receipt issued by Nationalized Banks endorsed in favour of NTPC Ltd.

ASD SHALL NOT BE ACCEPTED IN ANY OTHER FORM.

### 16. Checklist for Bid submission:

SI No		Attached (Yes/No)
1	<b>Part-A (Technical Bid) consisting of :</b> a) Tender Fee / MSE Certificate b) Bid Security Declaration c) Details of Vehicle and undertaking d) Bidder details cum GST Declaration Form e) EFT form, Cancelled Cheque (only for new bidders) f) Scope of work g) General Terms and Conditions of the Contract for hiring of vehicles	
2	<b>Part-B: Commercial Bid consisting of</b> a) Bill of Quantities Cum Quote Sheet	

## **SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**

**1. Scope of Work for BOQ sl no 10:- Deployment of Vehicle along with drivers on 24 hrs duty basis for 36 months.**

- 3.1 The make and model of the vehicle(s) shall be: Mahindra Bolero (Diesel) and year of manufacture shall be 2021, brand new and BS-VI version.
- 3.2 The deployment of vehicle shall be on 24 hours duty basis with **three drivers** on all days (365 days) throughout the year. Additional drivers to be deployed on contingency basis to accommodate the weekly off/holidays/leave/rest for the drivers. No separate payment shall be made by NTPC for additional drivers or Over time charges for existing drivers. Bidders have to consider this aspect and include the costs while developing their bid prices.
- 3.3 Journey beyond 70km radius from Administrative building, NTPC/RSTPS only shall be treated as outstation trip.

**Special Terms & Conditions common to all categories:-**

1. The vehicle deployed shall be run as per the instruction of Engineer-in- Charge (EIC) and to any destinations.
2. The cost of the fuel (if in scope of NTPC) will be reimbursed at the rate of **(a) 12KMPL for Mahindra Bolero non-AC (Diesel).**

The agency shall produce bill of the fuel filled for the relevant period from local IOC outlet.

3. The vehicle should be registered as TAXI and should be on **Contractors name / Agency's name only.**
4. The vehicle shall be deployed as per the terms & conditions of contract.
5. The vehicle shall be deployed within **30 (Thirty) days from** the date of issue of Letter of Intent.
6. Journey within 70km radius from Administrative building, NTPC/RSTPS shall not be treated as outstation trip.
7. Toll taxes and parking fee paid shall be reimbursed by NTPC if applicable as per actuals, for which proper cash receipt shall be produced and duly certified by EIC.
8. Period of work: The period of work shall be **36 months** as per scope of work (of the respective categories). However, NTPC reserves the right to extend the contract on requirement and shall be based on satisfactory performance of the vendor.

9. Drivers Salary to be paid by the agency as semi skilled wages as per the minimum wage circular from time to time. PF @ 13% and ESI @3.25% shall be retained from vendor bills and the same shall be released against documentary evidence. The estimate in BOQ and bidder's quoted price are inclusive of PF, ESI component. In case PF, ESI are not applicable to bidders, these components shall be equitably deducted from the quoted price/monthly hire charges at the time of award. Payment to the drivers shall be through bank and the statement to be submitted to EIC along with the monthly Bill. EIC shall ensure submission of Wage sheet with statutory components paid to the driver with copy of proof of deposit of Provident Fund and ESI in the name of driver, without which the monthly bill shall not be processed by EIC.

Bidders should ensure payment of minimum wages to drivers from time to time during the contract period (36 months period, as may be) and extended period if any. Keeping this in view, bidders have to develop their bid prices and quote their rates on firm price basis only.

10. Contractor shall ensure that the vehicle placed shall be in perfect running condition and without any defects.
11. The vehicle shall report to the Engineer-in-charge or, his authorized representative at the specified place and specified time. The vehicle shall be deployed as and when required even at very short notice.
12. The driver performing the duty has to record the starting KM and closing KM reading daily in the Logbook as per the NTPC issued format. Log book is to be kept with the driver with care and in no case the pages are to be torn or misplaced.
13. The journey details are to be entered regularly by the driver and it is to be closed at the end of the journey. Signature of the person to be taken by the driver in the logbook, for whom the journey/deployment was made. Fuel charges shall be paid according to the usage of vehicle/Kms run based on the certification of EIC.
14. All cost of repairs for spare parts, tyres, tube and lubricants, brake fluid, coolant whether minor or major shall be borne by the contractor and corporation will not have any liability for the same. Spare tyre in healthy condition & Tool kit supplied by manufacturer shall be available with the vehicle.
15. All payments to the drivers engaged including salary, overtime, batha etc.. shall be borne by the contractor. NTPC shall not have any liability for the same.
16. The contractor shall obtain Workmen compensation Insurance for the driver engaged which shall remain valid during the period of contract.
17. In case of any breakdown of the vehicle during the duty hours, the agency has to arrange similar type of alternate vehicle within one hour at the spot where the vehicle got Breakdown.
18. In case of absence of vehicle on any day of the month, 1 1/2 times penalty i.e. one day hire charges of the vehicle + half of the same will be imposed on agency.

19. It is the agency's responsibility to arrange required numbers of drivers to run without any hindrance and extra payment.
20. The vehicle shall run to destinations even it fall in other districts and the agency shall have proper license for running the vehicle. All toll taxes paid shall be reimbursed.
21. NTPC shall in no way be responsible for any claim that may arise out of employment of drivers with the contractors. Should at any stage NTPC be made responsible for any claim on this account, NTPC shall have the right to recover such amounts & liability from the contractor in full.
22. The contractor shall engage only competent driver with valid driving license. NTPC reserves the right to approve the performance of drivers at any time as deemed fit and in the event the driver's performance is found unsatisfactory, the contractor should replace the driver suitably.
23. Copies of Driving license of the drivers (if to be engaged as per scope of work of contractor), Registration Book of the vehicle, ownership details and other relevant documents like road tax payment, valid taxi permit, insurance payment details connected with the vehicle will have to be provided by the contractor, including originals of the same is to be produced for verification.
24. The driver should have minimum amount as imprest cash which is equivalent to the cost of one tank full of diesel plus Rs.1000/- to attend any break down / maintenance / to arrange a vehicle in case the vehicle is stopped. In case, the vehicle owner is not able to arrange the fuel, and was required to be paid by the NTPC user in case of exigency, in such cases Fuel charges plus 25% extra charges of fuel shall be deducted from the vehicle bill as penalty.
25. The Odometer & Speedometer of the vehicle must be in working condition. However, if it is not found in working condition, the vehicle will be treated as out of service till such time the same is put back in working condition and shall be considered as "not reported". In no case the ODOMETER should be tampered or manipulated for manipulating running kilometres. In such cases the contract shall be terminated without any notice. Safety of the passenger, pedestrians, other vehicles, man & materials are to be taken care of by the driver.
26. The required speed limits mentioned in the plant and township areas are to be strictly followed. In no cases driver should be engaged in Rash driving or cause any type of men and material damages in duty hours.
27. All lights with indicators should be active in all times as a mandatory safety measures. The turning indicators, horns/reverse horn, wipers should be also in active in all conditions.
28. If any vehicle contracted on hire by the Company (NTPC Ltd.), is not made available to the Engineer-in-charge or, his authorized representative during the duty period at the required place within 30 minutes, from the time specified by the authorized officer, the Engineer-in-charge shall recover penalties @ 20% of the daily rates.

29. Security Deposit @ **3%** of hire charges (or % as revised by guidelines of GOI) shall be retained from monthly bills. The same shall be released after final bill if there are no dues by the contractor to NTPC.
30. The vehicle shall be used for movement of persons of the department/others and material as per the instructions of EIC. The contractor/agency/driver can't have any rights for objection. In case of any such objections, the deployment of vehicle for the day shall be treated as "not reported" and no payment for the same shall be paid. In addition additional 50% of charges for the day shall be deducted as penalty for non compliance.
31. The contractor shall ensure that any vehicle hired should possess valid permit/license as may be required by the Road Transport authority for such duration of hire as a Taxi. Such permits should be maintained current and valid during the total period of contract.
32. The Contractor shall arrange to pay all taxes and dues to the Government from time to time and shall abide by statutory requirements for operating and providing such hire services. The Contractor shall indemnify NTPC against all claims arising out such demands and NTPC takes no liability on this accounts.
33. The Corporation reserves the right to extend the contract in writing on the same rates, terms and conditions of the contract for further period as are mutually agreed upon by the corporation and the contractor. The corporation further reserves the right of terminating the contract at any time after giving 7 days notice in writing as deemed necessary and the contractor shall have no claim whatsoever on this account.
34. The Contractor and his employees are liable to be physically searched at the time of entry-exit and also at any time needed by the corporation's security staff and by the CISF personnel.
35. Vehicles hired to the NTPC shall also be liable for all such security checking at the gates of the plant as well as at other places as per requirements of the NTPC. The contractor shall ensure strict compliance of this and shall co-operate with the corporation's security staff/CISF personnel.
36. In the event of any accident to the vehicle, NTPC shall not be responsible for payment of compensation whatsoever to any of the parties involved as the case may be and the contractor shall solely be responsible for any compensation under all circumstances arising out of such accidents and the contractor shall indemnify the corporation against such claims arising out of the above.
37. The corporation is not liable for any claim on account of damages to the vehicle or injuries to the driver or payments due to the third party. The contractor shall be solely responsible on this account. The agency/contractor shall take comprehensive insurance policy for the deployed vehicle(s) with suitable additional premium as be required to cover liabilities / expenditure on the driver, passengers, any third party and the vehicle in the event of accidents / incidents during deployment.
38. NTPC reserves the right to cancel the hiring of vehicle either due to poor service of vehicle or drivers or for any other reasons whatsoever it may be without giving any prior notice.



39. The agency shall be solely responsible for fulfilling statutory or non-statutory obligations under various Enactments, labour laws, MV Act and other statutory Acts and Rules as applicable for the drivers and vehicle deployment on hire basis.
40. PMJJY and PMSBY as applicable for driver to be taken by the agency, which shall be reimbursed by NTPC as a separate line item (applicable only if driver is to be engaged as per scope of work).
41. One day maintenance per month is allowed with prior intimation to EIC. However, the agency has to arrange a suitable substitute vehicle of the same specifications on the day of maintenance and ensure work shall not suffer.
42. In the event of non-availability of vehicle at any time as per requirement of Engineer-in-charge/Officer-in-charge and/or in the event of failure of the contractor to perform any or all obligations under the contract, owner reserves the right to hire vehicles from any other agency at the risk and cost of the contractor and/or carry out any or all obligations at the risk and cost of the contractor and all expenditure thus incurred by NTPC shall be reimbursed by the contractor and/or NTPC shall recover such expenditure from any payments due to contractor under this contract or any other contract or any other securities of the contractor or any other payment due to the contractor. The decision of the NTPC shall be final and binding on the contractor.
43. Other terms and conditions as per NTPC's General Conditions for Hiring of Vehicles.

**General Terms and Conditions for  
Deployment of Vehicle on Hire basis**

- 1.0 In these conditions of contract the following terms shall have meanings assigned to them except where the context otherwise requires:
- a) "The corporation/ company "mean NTPC Limited., Ramagundam Super Thermal Power Station, Jyothinagar and shall be referred to as "Owner" or "Corporation" or "NTPC Ltd". in the contract.
  - b) "General Manager" means General Manager of the NTPC Limited, Ramagundam Super Thermal Power Station, Jyothinagar.
  - c) "Engineer-in-charge" mean the authorised officer of the NTPC Limited, Ramagundam Super Thermal Power Station, Jyothinagar, mentioned under the head "Engineer-in-charge" in the schedule or his authorized representative to act in this behalf.
  - d) "Contractor" or "Agency" means the individual or firm or Company whether incorporated or not who enters into contract with NTPC Limited, Ramagundam Super Thermal Power Station, Jyothinagar, for the proper execution of the works and shall include their executors, administrators, successors and permitted assigns.
  - e) "Contract" shall include the Notice Inviting Tenders, the tender and acceptance thereof and the formal agreement, if any, executed between the owner and the Agency together with the documents referred to therein including these conditions, the letter of award, the accepted schedule of rates of Corporation as modified duly taking into account the Tender rates quoted/negotiated for items of work, the specifications of work, if any, other tender forms, if any.
  - f) "Work" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.
  - g) "Specification" shall mean specifications for materials and work issued under the authority of Engineer-in-charge or as amplified added or specified by special specifications, if any.
  - h) "Work Site" shall mean the areas of premises or other places on, under, in or through which the work is to be executed including other lands or places, which may be allotted by the Owner or used for the purpose of the work.
- 2.0 The headings in these conditions are solely for the purpose of facilitating reference and shall not be deemed to form part thereof or be taken into consideration in the interpretations or construction thereof or of the contract.
- 3.0 The acceptance of the Tenders will rest with the Corporation, which does not bind itself to accept the lowest tender and reserves to itself the right.
- i) to reject any or all tender OR
  - ii) to accept the tender among 2 or more tenderers by splitting the work OR

- iii) to accept the tender in part and not in its entirety if considered expedient by the Owner without assigning any reason or giving any explanation thereof
  - iv) to invite tenderer to negotiate on lowest tender rate
  - v) to award contract on one agency for one vehicle of same type.
- 4.0 On account of the following, the tender(s) may be liable to summary rejection:
- a) Tenders submitted by Tenderers who resort to canvassing.
  - b) Tenders which do not fulfill all or any of the conditions laid down in the tender document or incomplete in any respect.
  - c) Tenders, which contain uncalled for remarks or any alternative/additional conditions.
  - d) The rates quoted shall hold good for a period of (Six months) 6 months from the date of opening of tenders and no tenderer can withdraw his tender within the said period of (six months) 6 months. If it is felt necessary the Corporation may seek extension of validity of the rates quoted.
- 5.0 **Sufficiency of Tender:**  
The agency shall be deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for works and of the rates and percentages quoted in the schedule, which rates and percentages shall, except as otherwise provided, cover all his obligations under the contract.
- 6.0 **Discrepancies and Adjustment of Errors :**  
The several documents forming the contract are to be taken as mutually explanatory to one another. If there are varying or conflicting provisions made in any document(s) forming part of the contract, Engineer-in-charge shall be the deciding authority with regard to the intention of the document(s).  
If on check, there are found to be differences between the rates given by the Agency in words and in figures or in the amount worked out by him in the schedule, the same shall be adjusted in accordance with the following rules:
- a) In the event of discrepancy between description in words and in figures quoted by a tenderer, the description in words shall prevail.
  - b) In the event of an error occurring in the amount column of schedule as a result of wrong extension of the unit rate and quantity, the rate shall be regarded, as FIRM and extension shall be amended on the basis of the rate.
- 7.0 **Firm Prices:**  
The contract shall be on Firm Price Basis. Accordingly, the rates quoted shall be firm and valid for the entire period of contract. No escalation in the contract prices, whatsoever shall be payable to contractor on any account whatsoever notwithstanding any increase in cost of inputs and wages to labourers etc.
- 8.0 **EMD/Security Deport (if applicable as per tender conditions):**  
The tenderers should deposit Earnest Money Deposit along with tender by way of a Crossed Demand Draft drawn in favour of NTPC Ltd., Jyothinagar payable at State Bank of India, Ramagundam. EMD of the unsuccessful tenderer will be refunded without interest by the corporation. The Earnest Money Deposit of the successful bidders will be retained by the corporation as Initial Security Deposit.

The successful bidder shall have to submit Additional Security Deposit (if applicable as per tender conditions) for issue of Brief Letter of Award. The ASD shall be converted to Security Deposit.

Further, 3% of the value of the work done will be also recovered from each bill. Alternatively security deposit for 3% of the contract value may be submitted by way of DD from Nationalised bank, where after there shall be no deduction from the RA bills on this account. The Security deposit so deducted and EMD shall be refunded, without any interest, to the contractor after production of "No Dues Certificate" from the Engineer-in-charge

- a) on completion of contract period including extended periods or
- b) on termination, if the contract is terminated for whatsoever reasons.

If the contractor fails to undertake the work within the specified period after the same has been awarded to him, the entire ASD / SD amount will stand forfeited without any further reference to him.

- 9.0 The contractor shall furnish his full name, full address and contact details (mobile number, email id etc) in the tender form.
- 9.1 The agency shall furnish to the Engineer-in-charge, the name, designation and address of his authorized representative (if applicable) and all complaints, notices, communications and references shall be deemed to have been duly given to the agency if delivered to such authorized representative.
- 10.0 **Scope of Work:** The Contractor on communication in writing from the Engineer-in-charge, shall supply the vehicle at the time and place as directed by the Officer-in-charge.
- 11.0 The Contractor shall be responsible for security identity card for himself or his staff as prescribed by the corporation and at the rates, if any, indicated by the corporation from time to time. Further, the contractor shall have to take proper gate passes for all drivers and itself and shall have to strictly follow all the guidelines of the corporation in respect of issuing of gate passes for drivers/staff and the vehicle.
- 12.0 The contractor shall make his own arrangements for housing or for his staff. NTPC shall not provide any accommodation or access to facilities/amenities at NTPC Township to contractor or his staff.
- 13.0 The contractor shall supply at his own cost spare tyre, tools etc.,
- 14.0 If the corporation sustains any loss due to any action/incident caused by the Agency or its staff, the same shall be compensated by the agency as decided by the corporation. In case the agency fails to do so, the corporation reserves the right to recover such amounts from the running bills and any payments of the agency. The decision of corporation shall be final and binding in this regard.
- 15.0 **Income Tax :**  
Income tax and other statutory deductions will be deducted from each bill of the agency as per the rate and rules applicable on the date of payment of the bills.
- 16.0 **Sub-Letting :**  
No part of the contract shall be sublet by the contractor without prior written approval of the corporation. The contractor shall not create any third party right to

receive payment on behalf of the contractor during the currency of the contract either by way of transfer of vehicle or by power of attorney.

- 17.0 The contractor shall be responsible for due compliance of all Central and State Government laws as well as Rules, Regulations, Bylaws, and orders of the local authorities, statutory bodies and MV act as may be in force from time to time as applicable. The contractor shall obtain valid permit/license to run the vehicle as applicable to him under the contract.

Without limiting his obligations and liabilities as above provided, the contractor shall insure and obtain insurance policy/policies against damages or compensation payable under the workmen's compensation act. 1923 or any modification thereof or any other law relating thereto. The contractor shall provide to the Engineer-in-charge from time to time that he has taken out all insurance policies referred above and has paid all the necessary premiums for keeping the policies alive till expiry of the contract.

- 18.0 The contractor shall be responsible for the safety of all workmen employed by him from time to time and he shall be responsible for payment of any compensation that may arise from time to time as a legal obligation or otherwise whatsoever if may be.

19.0 **Termination of Contract:**

If the work is found to be unsatisfactory or if the agency commits default in complying with any of the terms and conditions of contract, the corporation reserves the right to terminate the contract including banning of business at any stage with or without notice and can get the work done by another agency at the risk and cost of the agency.

20.0 **Termination of Contract for Death:**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and that the contractor is a partnership concern and one of the partners dies then unless the accepting authority is satisfied that the legal representative of the individual contractor or the proprietary concern and in case of partnership, the surviving partners are capable of carrying out and completing the contract, accepting authority (Head of the Plant) shall be entitled to cancel the contract as to its uncompleted part without the corporation being liable in any way, whatsoever in nature, to make payment of any compensation in the state of the contractors firm on account of the implementation of the contract, the decision of the accepting authority that the legal representative of the deceased contractor or the surviving partners of the contractors firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the corporation shall not hold the estate of the deceased contractor and the surviving partners of the contractors firm liable for damages for not completing the contract.

21.0 **Arbitration:**

In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matters decision of which is specially provided for by these conditions) the same shall be referred the sole Arbitration of an Arbitrator appointed by the General Manager of the project. There will be no objection if the Arbitrator so appointer is an employee of NTPC Ltd., and that he had to deal with the matters to which the contract relates and that in the

course of his duties as such he had expressed views on all or any of the matters in dispute or difference. In the event of such an Arbitrator to whom the matter is originally referred to being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed from the stage at which his predecessor left it. The award of Arbitrator shall be final and binding on the parties to this contract.

It is further a term of this contract that no person other than the person appointed by the General Manager of the corporation as aforesaid should act as Arbitrator. Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award. The cost of arbitration shall be borne by the parties to the dispute as may be decided by Arbitrator.

The venue of the arbitration shall be as decided by the Arbitrator.

Subject to as aforesaid, the Indian Arbitration Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings in this clause.

**22.0 Laws Governing the Contract:**

The Indian Laws shall govern this contract for the time being in force and all disputes arising out of or touching the enquiry shall be subject to the jurisdiction of Courts situated in Peddapalli District or the Telangana High Court at Hyderabad only.

**CONTRACT SERVICES DEPARTMENT**

**Ref. No: 09/CS/21-22/9900221698**

**Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, Te STPP.**

**Part-A: Bill of Quantities Cum Quote Sheet**

I quote against the BOQ items as given below:

**(PERCENTAGE QUOTE BASIS)**

Sl. No	Description	Duration/ Basis	NTPC Estimate Rate per month per vehicle <b>inclusive of PF, ESI components</b> (in Rs.)	Percentage (%) Quote Above (+) or Below (-) on Estimate Rate per month per vehicle <b>inclusive of PF, ESI components</b> In figures and words
10	Deployment of <b>1no closed Jeep</b> , Mahindra Bolero – BSVI 2021 model <b>with drivers on 24 hrs duty basis.</b>	36 Months	72,309/-	Above Percentage ____% ( _____ Percentage) <b>or</b> Below Percentage ____ % ( _____ Percentage)

Note:

- a) The estimate in BOQ and bidder's quoted price are inclusive of PF, ESI components. In case PF, ESI are not applicable to bidders, these components shall be equitably deducted from the quoted price/monthly hire charges at the time of award.
- b) NTPC tentative requirement of vehicles: Bolero for 24hrs: 9 nos. This is subject to change and may vary as per actual requirement.

## CONTRACT SERVICES DEPARTMENT

Ref. No: 09/CS/21-22/9900221698

Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, Te STPP.

### Instructions and basis of evaluation:

- 1) Quoted rate shall be exclusive of GST (presently @5%).
- 2) **Instructions for Tender Fee submission:**
  - i. A Crossed DD / Bankers Cheque for **Rs 900/-** in favour of 'NTPC Limited' payable at Ramagundam/ Godavarikhani.
  - ii. MSME bidders can avail exemption in Tender Fee by submitting self certified copy of Udyam registration (preferred) / Ugyog adhaar
- 3) **Instructions for EMD submission:** EMD not applicable. However **All Bidders shall have to mandatorily submit BID SECURITY DECLARATION as per enclosed format.**
- 4) Evaluation shall be done on **Category wise basis.**
- 5) **Bidders / parties, who have not deployed the vehicle in earlier tenders (upto 1 year prior the scheduled date of BOD of this tender) after became L1 / after intimation award by NTPC/ after receipt of Brief LOA shall not be eligible to participate in this tender. Offers from such bidders shall be rejected without any further reference.**
- 6) If a bidder quotes for more than one category vehicle and also become L<sub>1</sub> (lowest quoted) for multiple category vehicles, evaluation and award shall be decided as given below:
  - i) Vehicles will be awarded to the bidders based on their relative position in the tender for that category i.e. L1, L2, L3 etc. All bidders shall be required to match the respective category L1 price (or negotiated L1 rate). The L1 rate (or the negotiated L1 rate) will be valid for a period of one year for that category. Any future requirement will also be considered and awarded at L1 rate (or the negotiated L1 rate of respective category) to the unsuccessful bidders in the tender based on their relative position. Left over requirement of vehicles after giving opportunity to all bidders who had participated in the tender shall be awarded to any of the interested vendors/parties at the discretion of NTPC. However they have to accept to deploy the vehicle at L1 rate (or the negotiated L1 rate of respective category and type) and also accept terms and conditions of the subject tender.
  - ii) The contract shall be awarded on firm price basis for 03 years (details as per BOQ sheet) and may be extended for a period of 1 year or more as per requirement of NTPC and subject to satisfactory performance of the contractor. The bidders have to consider this factor in developing their quoted percentage. Rate once considered for award **shall remain firm** during the tenure of the contract (including the extension period if any). Accordingly, **no price escalation** whatsoever so will be considered towards hire charges.
  - iii) The successful bidder shall have to submit Additional security deposit (ASD) for issue of brief LOA / Letter of Intent. If the bidder fails to deploy the vehicle within **30 days** of issue of brief LOA, the ASD shall be forfeited without any further notice/communication about the same.



## CONTRACT SERVICES DEPARTMENT

Ref. No: 09/CS/21-22/9900221698

Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, Te STPP.

- iv) The above **ASD amount shall be converted into SD after issue of PO.**
- v) NTPC reserves the right to allot vehicle to any section/ department at the premises of NTPC. It shall be at the sole discretion of NTPC.

### **7) Instructions for Additional security submission:**

1. This is applicable to all bidders including MSEs.

2. Additional Security Deposit (ASD):

(A) The successful bidder shall have to submit **Additional Security Deposit for Rs 50,000/-** for issue of Brief Letter of Award.

(B) The ASD offered shall, at bidder's option, be in the form of:

- (i) A Crossed Demand Draft / Bankers Cheque in favour of "NTPC Limited" payable at Ramagundam / Godavarikhani.
- (ii) Fixed Deposit Receipt issued by Nationalized Banks endorsed in favour of "NTPC Ltd."

Additional Security Deposit (ASD) SHALL NOT BE ACCEPTED IN ANY OTHER FORM.

### **8) Benefits To Micro and Small Enterprises (MSEs):**

1. Award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is MSE.
- b) In case L1 bidder is not MSE, then all the MSE vendor(s) who have quoted within the range of L1+15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE Bidder and so on ) to bring down its price to match with L1 bidder. Award for the full quantity (of one vehicle) shall be placed on the MSE Vendor who matches its price with L1 bidder at the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within the range of L1+15% accepts the price of L1 bidder then the award shall be made on the L1 bidder.

2. The bidders who wish to avail MSE benefits shall satisfactorily establish that they fulfil the stipulated requirements and should furnish appropriate supporting documentary evidence (self certified copy of Udyam Registration / Udyog adhaar), along with the bid as explained.

**The above conditions shall supersede all other terms and conditions mentioned elsewhere in the Tender Document.**

Contract Services Department

Ref. No: 09/CS/21-22/9900221698

**Annexure-1: Bid Security Declaration Form**

To  
The Sr. Manager (CS),  
RSTPS, NTPC Ltd.,  
Jyothinagar – 505 215.

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. 9900221698, We, M/s..... [Bidder's Name]..... having our Registered/ Head Office at ..... (hereinafter called the 'Bidder') wish to participate in the said tender for **"Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, TeSTPP"**.

We confirm that we have read the provisions of the bidding document no. 9900221698 and we hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 06 months from the date of withdrawal of the bid.
2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re- tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Date: Signature of the Bidder

Place: Name of the Firm

Address:

**NOTE :**

Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.

Contract Services Department

Ref. No: 09/CS/21-22/9900221698

**Annexure-2: DETAILS OF VEHICLE**

**Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, TeSTPP.**

The following details shall have to be submitted by the Bidder along with this Offer.

- a) Name of the Owner of the Vehicle:  
(Vehicle should be registered in the name of the contractor / Firm name)
- b) Model of the Vehicle:
- c) Year of Manufacture:
- d) Registration No.:
- e) Whether insured (if yes, documents to be submitted):
- f) Whether Tax has been paid (if yes, documents to be submitted):
- g) Driving license of the **Driver / Owner cum driver**:
- h) Whether valid Public Passenger Transport Vehicle permit to ply in Telangana State is obtained: (if yes, documents to be submitted)

Hence, I request you to kindly consider our offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name:

Address:

Contract Services Department

Ref. No: 09/CS/21-22/9900221698

**Annexure-3: UNDERTAKING**

(to be furnished by the bidders along with their bid in lieu of documentary evidence about the vehicles offered for deployment)

Date: \_\_/\_\_/2021.

The Sr. Manager (CS),  
RSTPS, NTPC Ltd.,  
Jyothinagar – 505 215.

**Sub: Rate contract for Deployment of Vehicle(s) on Hire basis for NTPC RSTPS, TeSTPP**  
– Undertaking in lieu of documents to be furnished along with the bid.

Dear Sirs,

This has reference to your tender No. **9900221698** dated \_\_/\_\_/2021. I am interested in participating in the above mentioned tender.

1. In line with the Requirements, I hereby confirm that I would buy a Vehicle quoted in the bid under the sole ownership.
2. I undertake to furnish an additional security deposit (ASD) of **Rs 50,000/- (for Vehicles deployed with 3no drivers for 24hrs duty)** in the event I am considered for award of a contract for deployment of vehicle. I understand that NTPC Ltd will give intimation regarding award of a vehicle (brief LOA or Letter of Intent) to me only after I submit the ASD as mentioned above.
3. I shall buy and deploy a Vehicle within Thirty (30) Days from the date of Letter of Intent / Brief LOA, as per the details mentioned thereof. If I fail to deploy the vehicle as above, NTPC may forfeit the Additional Security Deposit (ASD) submitted by me, without making any reference to me.
4. I have referenced the Terms and Conditions for Hiring of Vehicles, read & understood the bidding process, scope & technical specifications, Details of Vehicle and Undertaking. The rates have been quoted by me taking the same into consideration.

Hence, I request you to kindly consider our offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name:

Address:

**Contract Services Department**

**Ref. No: 09/CS/21-22/9900221698**

**Annexure-4: PF, ESI and GST Declaration form**  
(to be submitted by all bidders)

Date: \_\_/\_\_/2021.

The Sr. Manager (CS),  
RSTPS, NTPC Ltd. Jyothinagar – 505 215.

Dear Sir,

The following are my details, I have vendor code \_\_\_\_\_ / may be given new vendor code.

- a) Name of the Contractor:
- b) Firm name:
- c) Mobile number:
- d) Email id :
- e) Registered Address :  
(Attach Aadhaar copy, driving licence copy)
- f) PAN Number (Attach PAN card copy) :
- g) GST number (Attach Photocopy) \* :
- h) **Declaration by GST unregistered bidder \* :**

I \_\_\_\_\_, S/O \_\_\_\_\_ having PAN No \_\_\_\_\_  
am not registered under GST as my turnover is low and below prescribed limit. I shall ensure getting registered myself under GST as and when my annual turnover eligible for GST registration.

- i) **PF Number** (attach photocopy) \* :
- j) **ESI Number** (attach photocopy)\* :
- k) **Declaration by PF, ESI unregistered bidder \* :**

(I \_\_\_\_\_, S/O \_\_\_\_\_ having PAN No \_\_\_\_\_  
am not registered under PF, ESI as my total staff (including drivers) are below prescribed limit. I shall ensure getting registered our firm under PF, ESI as and when total staff (including drivers) coming under the purview of PF, ESI norms applicable from time to time. And inform NTPC about our PF, ESI details immediately after registration.

\* *Strike off whichever is not applicable.*

I hereby confirm that above details are true to the best of my knowledge.

Thanking you,

Yours faithfully,

(Name & Signature of the Bidder)



**Contract Services Department**

Ref. No: 09/CS/21-22/9900221698

**D) BANK FAX NO (WITH STD CODE)**

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**E). 9 DIGIT MICR CODE OF THE BANK BRANCH  
(ENCLOSE ONE CANCELLED CHEQUE LEAF)**

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**F). BANK ACCOUNT NUMBER**

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**G). BANK ACCOUNT TYPE (TICK ONE)**

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
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**IF OTHERS SPECIFY**

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**5. PERMANENT ACCOUNT NUMBER(PAN)**

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**6. E-MAIL Address for Intimation regarding release of payments**

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I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible.

DATE

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SIGNATURE

AUTHORISED SIGNASTORY

Name:


OFFICIAL STAMP

\*\*\*\*\*

**BANK CERTIFICATION:**

It is certified that above mentioned beneficiary holds a bank account no.....  
with our branch and the Bank particulars mentioned above are correct.

IFSC CODE:

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BRANCH CODE:

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DATE

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(AUTHORISED SIGNATORY)

Authorisation No.....

Name:


OFFICIAL STAMP: