



ISO 9001, 14001
& OHSAS 18001

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)

KOPILI HYDRO ELECTRIC PLANT UMRONGSO – 788 931, N.C. HILLS, ASSAM.

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NOTICE INVITING TENDER NO. KHEP/2010/121 DTD.17-05-2010

Sealed tenders with minimum 120 days validity are invited from reputed and experienced contractors/ firms having electrical contractor's license for execution of **“Repairing & Maintenance of Internal Electrification of residential / non-residential buildings as well as Outdoor / Indoor type HT/ LT electrical distributed system”** by providing adequate number of skilled and un-skilled service personnel at Kopili Hydro Electric Plant, NEEPCO Ltd. Umrongso.

Terms and conditions of the contract as under:

- Scope of work:** Assistance in Repair & Maintenance of internal electrification of residential / non-residential buildings as well as Outdoor / Indoor type HT/ LT electrical distribution system available under at Kopili Hydro Electric Plant, by providing adequate numbers of service personnel.
- Number of skilled and un-skilled Labour :** The minimum number of skilled and unskilled workman to be engaged are as follows:

Sl. No,	Categories	Manpower required
1.	Skilled Workman (electrician/ wireman)	3 (three)
2.	Un-Skilled Workman	3 (three)

Remarks: The skilled labour should be ITI certificate holder or having three years experience in execution similar electrical maintenance works in any industry, Govt. department, PSU, Companies etc.

- Contract Price:** The contractor shall quote the monthly price for the entire scope of the contract. All statutory charges, Provident Fund of the employees and applicable taxes shall be indicated separately. Contract price per month of the entire scope of works shall remain FIRM for a period of 1 (one) year from the date of contract agreement. The applicable rate per day for each category of worker should be indicated.
- Earnest Money Deposit: EMD** for an amount of **Rs. 11,000.00** (Rupees eleven thousand) only in the form of demand draft duly pledged in favour of NEEPCO Ltd. payable at SBI, KHEPA, Garampani Branch, P.O. Umrongso (SBI Code-4812) should be submitted along with the tender. Tender without EMD shall be rejected.
 - EMD submitted by the successful bidder shall be retained as Security Deposit and will be released only after submission of Security cum Performance Guarantee within 7 days from the date of placement of LOI as stipulated at clause no. 7 below.

- ii) EMD of the unsuccessful bidders will be returned only after finalization of the bid.
- iii) If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited along with the other action as per the norms of the Corporation.

5. **Terms of payment:**

- 5.1 100% of the contract value payable per month shall be released on completion of each calendar month against submission of bill.
- 5.2 The contractor shall be responsible for full wages regularly before seventh of each month to each worker employed by him in the work under this contract in accordance with Contract Labour (Regulations & Abolition) Act 1970 and the rules made there under.
- 5.3 **EPF & MP Act. 1952:** The Contractor shall comply with provisions of the Act. The Contractor shall be registered under this Act. Otherwise both Employer & Employee's contribution shall be deducted from the works bill as per actual engagement of labour.
- 5.4 **Taxes and other levies:** Taxes and other levies as imposed by the Govt. from time to time shall be paid extra on submission of documentary evidence.

It shall be the liability of the contractor to make payment of the wages to his personnel directly and not through any intermediaries or agent.

- 6. **Penalty:** The contractor shall ensure the necessary assistance in maintenance works regularly as desired by the Engineer-in-Charge in order to keep the system in proper operating condition round the clock. In case the contractor fails to assist/ execute the works or sufficient manpower as required is not deployed for any period of time, the Corporation shall have the right to recover a proportionate amount for such period.
- 7. **Security cum performance guarantee:** Bidder shall submit Security cum performance guarantee for an amount equal to the value of contract for 1 (one) month in the form of Call Deposit / Demand Draft duly pledged in favour of NEEPCO Ltd. within 7 (seven) days from the date of placement of Letter of Intent (LOI). The contract agreement shall be signed only after receipt of this Security cum Performance Guarantee.
The Security cum Performance Guarantee furnished by the contractor is irrevocable and unconditional and owner shall have the right to invoke it notwithstanding any dispute or difference of opinion between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority as per provision of the contract.
- 8 **Validity:** The contract period shall be valid for a period of 1 (one) year from the date of reporting of workers at site and subject to the satisfactory performance of the contractor. On expiry of the contract period, the contract may be extended for a suitable period on mutually agreed terms and conditions. NEEPCO has the full right to terminate the contract in writing if the contractor commits a significant breach of the contract and fails to remedy such beach within 15 days of being brought to the attention of the contractor. In the event of such termination before expiry of the contract period the payment will be restricted on pro-rata basis till the date of termination.

9 Standard conditions and instructions:

9.1. Qualifying requirements of the bidder:

- a) The bidder should submit copy of valid Electrical Contractors License.
- b) The Bidder should have executed similar works of engagement of skilled/ unskilled workers for maintenance of LV/HV up-to 33 KV system in any PSU's, Govt. Department during last three years

Bids which do not meet the above qualifying requirements may not be considered for evaluation.

9.2 Contractor is deemed to have full knowledge about the nature and extent of work and he must take all safety precautions for his workman and he should also follow the standard safety work procedure.

9.3 The Corporation will not accept any liability for any loss / damage caused by any accidents during the works to contractor's workmen and compensation required to be paid to the contractor's workmen will be born by the contractor.

9.4 It shall be liability of the contractor to make payment of the wages to his personal directly and not through any intermediaries or agent.

9.5 The contractor shall be responsible for full wages regularly before seventh of each month to each worker employed by him in the work under this contract in accordance with Contract Labour (Regulations & Abolition) Act 1970 and the rules made there under.

9.6 The award of the contract does not confer on the contractor or any of his workers any right or claim, whatsoever for subsequent direct/ indirect employment in NEEPCO.

9.7 The tools and plants for the maintenance work shall be issued by the Corporation to the contractor's personnel on returnable basis everyday.

The person engaged by the contractor must not be found under the influence of alcohol and drugs within the plant and colony area.

9.8 The contractor at his own interest and cost shall be arrange for adequate workmen's compensation insurance to protect his workers against all claims applicable under workmen's compensation act 1948.

9.9 The contractor shall ensure full compliance to various Indian Laws and statutory Regulations, to the extent applicable, as stated below, but not limited to, in force time to time:

- a) Workman's compensation Act 1948.
- b) Payment of Wages Act.
- c) Contract labour (Regulation & Abolition) Act 1970.
- d) Provident Fund and Miscellaneous Provision Act 1952.
- e) Income Tax Act 1961.
- f) Assam Finance Act 1956.
- g) Assam Sale Tax Act 1947.
- h) Any other Act or statute having bearing over agreement of workers directly or indirectly for execution of work.

The Income Tax as may be payable under the provision of relevant Acts will be deducted at source.

- 9.10 a) Bidder should state their Tax Payer Identification Number (TIN), PAN and PF registration no. in the bid.
b) Electrification/ wireman engaged for the work shall have ITI or Trade Apprentice Certificate or certificate from Registered Vocational Institute or shall have minimum three years of experience in execution of similar works.
- 9.11 The contractor's personnel shall maintain strict discipline and harmony at the work site. The Corporation Engineer-in-Charge shall be at liberty to object to the presence of any worker / representative of the contractor at site, if in his opinion, such worker / representative has misconduct or found incompetent or negligent or otherwise undesirable and the contractor shall remove such person(s) immediately and will provide such replacement.
- 9.12 The contractor shall be solely responsible for arranging adequate safety of his personnel while at work and adhere to the relevant safety regulation.
- 9.13 **Temporary Gate Pass** for entry into the work site will be provided in favour of the contractor and each of his workers.
- 9.14 The contractor should ensure that all workman to be engaged for the works under this contract are thoroughly examined by the Physician and adequately treated as and when required.

10. **Force Majeure** : The Corporation reserves the right to suspend the work at any time under **Force Majeure** conditions which shall include but not limited to the following:
- a) Acts of God, acts of public enemy, wars, insurrection, riots, disturbance, explosion etc.
 - b) Local disturbances and deteriorating Law and Order situation, bandh / industrial unrest of any nature.
 - c) Any other reason beyond control of the Corporation.

In the event of any suspension of work under **Force Majeure**, the contractor shall have no right to claim for any compensation.

11. **Direction for execution of works**: The contractor's works shall act and carry out all works as instruction of In-charge or his authorized representative of Utility, KHEP, Umrongso.
12. **Termination of contract** : The Corporation reserves the right to terminate this contract in the event contract's continue default in providing requisite services after proper and due notice having been served upon him. The Corporation also reserves the right to terminate this contract if any condition other than **Force Majeure** warrants stoppage of the work. In case of termination on account of this reason, before completion of the contract period, the contractor shall be paid all eligible charges as per this contract for work done up to the date of termination.

Submission of bid:

- 13 The bid should be submitted in sealed envelope super scribed with “**Tender against NIT No.KHEP/2010/121 dtd.17-05-10** to O/o the undersigned by means of Registered post / by hand only under the bidder’s letter head with details like complete address, tel./ fax no., dealing person etc. and should be reach this office on or before the due date. Offer received through fax/ e-mail/ telegram etc. shall not be accepted.
14. **No tender document shall be issued against this NIT.**
- 15 The bids will be opened at the time and date mentioned below in presence of bidder or his authorized representative (if any) of the bidders. No electronic recording device will be permitted during opening of the bids,
 - i) **Last Date and Time of receipt of the bids : 03:00 PM of 14-06-2010.**
 - ii) **Date and time of opening of bids : 03:30 PM of 14-06-2010**In the case of any bandh/ holidays on the above mention date, the bid will be received/ opened in the next working day at the same time as indicated above.
16. Bids received later than prescribed time limit shall be disposed off as Corporation norms for late receipt of bids.
- 17 All texts and amount of the bid shall be legibly written. In case of any discrepancy between figure and words, the amount indicated in the words will be considered.
- 18 Any action on part of bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be acceptable.
- 19 The Corporation does not bind itself to accept the lowest tender and reserves the right to waive any formality in regard to submission of tender or to reject any or all tenders without assigning any reason thereof in the interest of the corporation.

**Dy. General Manager (E)
KHEP: NEEPCO Ltd.,
Umrongso, N.C. Hills**