

## NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(भारत सरकार का उद्यम)/(A GOVERNMENT OF INDIA ENTERPRISE)

# कोपिली जल विद्युत संयत्र/ KOPILI HYDRO ELECTRIC PLANT सी एण्ड पी स्कंध/ C & P Wing

उमरॉग्सो,डिमा हसाअ,(असम)/ UMRONGSO, DIMA HASAO, (ASSAM) फोन/Tel:03670-288222, फैक्स/Fax:03670-288240

### **CONTRACT & PROCUREMENT WING (E)**

KOPILI H.E. PLANT:: DIMA HASAO: UMRONGSO – 788931 Website-www.neepco.gov.in, , Fax: 03670-288254/ 288240

### NOTICE INVITING TENDER NO. KHEP/2017/ 282 DTD 23/09/2017

Sealed tenders with minimum 120 days validity are invited from owners/Suppliers/Transport Agencies/ experienced contractors for supply of **2(Two) nos. new Tata Sumo-Gold (Ex BS-III)** to Kopili Hydro Electric Plant, NEEPCO Ltd. Umrongso as per the scope and terms and conditions for supply as stated below:

### TERMS AND CONDITIONS:

### 1.Scope:

Scope of this contract shall include supply of **2(Two) no. TATA Sumo-GOLD** (**Ex BS-III**) (with complete registration, Insurance along with other relevant statutory norms) to Kopili Hydro Electric Plant, NEEPCO Ltd, Umrongso, Assam and 2(Two) no. of Drivers for each vehicle with valid documents to run the vehicle on hire charge basis at Kopili Hydro Electric Plant for a period of 3(three) years from the date of placement of the vehicles.

The successful bidder shall place the vehicles within 40(forty) days from the date of issue of formal order. Initially the vehicle will report to Sr.Manager (HR),KHEP,NEEPCO Ltd,Umrongso, Dima Hasao,Assam-788931.

### 2. Qualifying requirement of bidders

The following documents should be submitted along with the bid in order to ensure qualification:

- a) Copy of PAN / GIR card.
- b) Valid Contract licence.
- c) Copy of the Service Tax registration certificate, if applicable.
- e) Bidder shall have sound financial capacity and should submit latest Banker's certificate indicating amount in support of solvency.

The above stated requirements are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject any Bid, if in the opinion of the Corporation, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.





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सा एण्ड पा स्कध/ C & P Wing उमरॉग्सो,डिमा हसाअ,(असम)/ UMRONGSO, DIMA HASAO, (ASSAM)

फोन/Tel:03670-288222, फैक्स/Fax:03670-288240



### 3. Earnest Money Deposit:

EMD for an amount of **Rs.21,000/-** (**Twenty One thousand**) only **for each vehicle** in the form of Fixed deposit or Bank Draft from any Nationalized Bank, in favour of NEEPCO Ltd, Umrongso, payable at SBI, KHEPA, Garampani Branch, P.O. Umrongso (SBI Code-4812) should be submitted along with the tender. Tenders without EMD shall be summarily rejected.

- i) EMD submitted by successful bidder shall be retained as security deposit towards satisfactory execution of order and EMD amount will be released without any interest only after expiry of the contract period.
- ii) EMD of all unsuccessful bidders shall be returned only after finalization of the bids.
- iii) If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited along with other action as per norms of the Corporation.

### **4.Tender Fees:**

Non –refundable tender fees for an amount of **Rs.1,000.00** (**One Thousand**) only in the form of crossed Bank Draft/demand draft of any Nationalized Bank in favour of NEEPCO Ltd, payable at SBI,KHEPA, Garampani Branch, P.O. Umrongso,Assam(Branch Code:4812) should be submitted along with the tender. Tender without tender fee shall be summarily rejected.

### 5. Rates:

- **5.1** The rate for hire charge shall be quoted for full calendar month basis along with acceptance of terms and conditions of NIT. The quoted rate shall have to be inclusive of all charges, v.i.z. insurance, registration charges—of vehicle, road tax, repair & maintenance, periodical servicing, salary of drivers, EPF contribution of employee (@ 12% of salary of driver)—and any other expenses like accommodation of driver, watch and ward, and other incidental expenses.
- **5.2** For part engagement of the vehicle, daily rate shall be calculated on pro-rata basis. The monthly hire charge shall be remain firm during the entire period of contract, except in case of charge in minimum wage of driver.
- **5.3** For each vehicle rate should be quoted separately and the bidder may quote the rates of any of the vehicle i.e. it is not mandatory to quote the rate for both the vehicles.
- **5.4** The rates shall be legibly written both in figure and words accepting the terms and conditions of the NIT (along with duly signing the NIT documents). In case of any



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discrepancy between figure and words, the amount indicated in the words will be considered.

### **6.**Taxes and other Incidentals.:

GST, if any, imposed by the Government (State/Central) and any other Local Authorities from time to time shall be paid extra on submission of documentary evidence. However, income Tax as applicable will be deducted from the gross bill value of the successful bidder.

### 7 .Parking & Toll fees:

Parking charges and toll fees (if any) shall be billed and collected from hirer on actual basis.

### **8. EPF**:

Employers EPF contribution on the salary of drivers @ 12.69 % will be borne by the Corporation. The employee contribution towards EPF @ 12 % will be deducted from the contractor's bill if proof of PF registration cannot be submitted by the successful bidder. The successful bidder is also require to submit details of PF deduction statement at the time of submission of bill. Other statutory tax liability if imposed, shall be reimbursed at actual by the Corporation as extra charge.

9. The successful bidder is to ensure that, they pay daily wages to the drivers deployed as per the Minimum Wage Act. In case there is any changes in the minimum wages notified by the Regional Labour Commissioner(Central), Ministry of Labour & Employment, Govt. of India, New Delhi during the currency of the contract, the contractor shall ensure that, the payment of wages is not less than the latest notified minimum wages. The reimbursement towards incremental change proportionate to the manpower shall be made against submission of documentary evidence.

### 10. Area of Utilization:

The vehicles shall be stationed at KHEP,NEEPCO Ltd, Umrongso,Dima Hasao, Assam and shall be utilized for any official duty both in and outside the Project area but within the North Eastern region as per official requirement.

### 11. Mode of engagement:



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The vehicles will be provided by the successful bidders with 2(two) no. of drivers having valid Driving License and Police verification report, who will report to hirer in accordance to the direction given to him from time to time. All the vehicles should be kept in fit condition for plying on the road. In case of break down, the contractor shall have to arrange alternative/replacement vehicle immediately at his own cost immediately on receipt of intimation from the hirer in order to uninterrupted service.

### 12. P.O.L:

- **12.1** The required POL (Diesel) for running of the vehicle and lubricant/coolant shall be provided by the contractor, as per requirement. The monthly expenditure for supply of POL and lubricant/coolant shall be claimed by the contractor separately along with supporting documents and the same shall be reimbursed by the Corporation.
- **12.2** The POL shall be reimbursed as per the recommendation of the Manufacturer of the vehicle or as per actual KM run to be recommended by the committee as recommended by the HOP,KHEP.
- **12.3** However, the expenditure of lubricant/coolant shall be reimbursed as per actual requirement stated in the maintenance manual of the vehicle.

### 13. Insurance and Registration:

All the vehicles must have insurance under comprehensive policy to cover all risk and to be renewed from time to time by the owner at his cost. Vehicle with comprehensive insurance policy will be clearly displayed at all times. Copies of the insurance policy as well as registration certificate are to be furnished to the hirer time to time.

### 14. Availability:

The vehicles shall be available for seven days in a week round the clock as per requirement of work. No extra charges for holidays and Sundays will be entertained.

### 15. Maintenance:

All expenditure of any repairing to be incurred in the vehicle shall be borne by the contractor. However, suitable time will be allowed by the hirer for undertaking such repairs on providing alternative vehicle suitable for carrying Corporation employees till repairing is done. The cost of fuel for journey to the garrage and back will have to be

# 15O 9001&14001

**OHSAS 18001** 

# नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉरपोरशन लिमिटेड

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borne by the supplier. When the vehicle is sent for repair and not reported back for duty immediately after repair and no substitute vehicle is provided, the days of absence will be considered as not on duty. Accordingly, the hire charge for the absent period shall be recovered on pro-rata basis from the bill.

### 16: Absence from Duty and Penalty thereof:

If the vehicle is taken out of duty for any reason whatsoever and fail to report on duty within the time as per instruction of the Officer-in-charge of the vehicle, the contractor will have to pay a penalty equal to 0.5 % of the contract value per day for each day of absence. The penalty will be imposed over and above the fact that no hire charges will be paid for the unauthorized period of absence.

### 17.0 Penalty:

- **17.1** Any violation of instruction/agreement or suppression of facts in the agreement and the details of personnel engaged will attract cancellation of agreement without any reference or any notice period.
- 17.2 In case of non –compliance with the contract, the Corporation reserves its right to:
- a) Cancel/revoke the contract, and /or
- b) Impose penalty up to 10% of the total value of contract.
- 17.3 In case of non compliance / non-performance of the service according to the terms of the contract, the Corporation shall be at liberty to make suitable deduction from the bill without prejudice to its right under other provisions of the contract.

### 18. Requisition of vehicle:

In case of requisition of the vehicle by the Police or Administration, NEEPCO shall not pay any hire charges for that period nor NEEPCO shall take any responsibility for the vehicle.

### 19. Accident/Damage claims and liabilities:

In the event of any accident, if any damage is caused while the vehicle is on duty, the Corporation shall not take any responsibility for any loss/damage and insurance claim thereof and the supplier shall be exclusively responsible for any loss/damages to the

**OHSAS 18001** 

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vehicle or any person. The contractor shall be solely responsible for any consequences under loss, arising out of any accident caused by the vehicle to the third party/parties and compensation thereof.

### 20. Outside duty:

In case of night halt on outside Project area duty by the driver, the lump sum amount of Rs. 300/- (Rupees Three hundred) only per night shall be paid extra in addition to the monthly hire charge rate. The claim for any outstation duty during the month should be raised along with the monthly bill.

### 21. Payment:

- **21.1** 100% payment of the monthly contract value shall be paid on completion of each month of the contract period and against submission of bill.
- 21.2 The successful bidder shall submit the monthly bill in triplicate along with night halt charges for the Driver for outside duty & certified copy of vehicle log book.
- 21.3 For utilization of the vehicle for part of the calendar month, the hire charge will be on prorata basis based on the monthly hired charge.

### 22. Discretion:

This contract shall valid for a period of 3(three) years from the date of placement of the vehicle subject to satisfactory performance. In case performance of the vehicle and driver are not up to the satisfaction of the hirer and supplier cannot make any arrangement for improvement of the performance within the reasonable period after it is intimated to the supplier, then the hirer have the authority to terminate the contract giving one month notice to the supplier.

### 23. Settlement of dispute and arbitration:

The Contract shall be governed by the laws of India for the time being in force and shall be subjected to the jurisdiction of the Court of Haflong, Dima Hasao, Assam.

### 24. Force Majeure:



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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.

### 25. Others:

The Vehicle shall be well equipped with all tools and accessories along with a spare tyre, and all the valid documents like Registration certificate, Insurance and driving license & police verification report of the driver etc. shall be available in the vehicle. Driver should produce the same on demand. The Driver must have good unblemished driving record and who can be trusted for performing vehicle duty. In case the service of the driver is not found to be satisfactory, he will be replaced by a good driver immediately on receipt of such written complaint from the Officer-in-charge under which vehicle is placed. Any litigation regarding vehicle and driver shall be settled by the supplier at his own risk and cost. The corporation shall in no way be involved in such litigation. No further claim in this regard shall be entertained.

### 26. Submission of bid:

The bid should be submitted in sealed envelope super scribed with "**Tender against NIT No. KHEP/2017/ 282 dtd. 23.09.2017** to O/o the undersigned by means of Registered post / by hand only. Offer received through fax/ e-mail/ telegram etc. shall not be accepted.

- 27. 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 23-10-2017.
  - ii) Date and time of opening of bids : 03:30 PM of 23-10-2017.

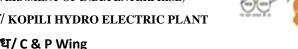
In the case of any bandh/ holidays on the above mention date, the bid will be received/ opened in the next working day at the same time as indicated above.



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28. A signed copy of the tender document must be submitted along with the bid in acceptance of NIT conditions. The tender may be downloaded from Corporation's website www.neepco.co.in from the date of 26.09.2017.

Bids received later than prescribed time limit shall be disposed off as Corporation norms for late receipt of bids.

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.

29. 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.

> Sr. Manager (E), C & P KHEP: NEEPCO Ltd., Umrongso, Dima Hasao

Memo No. NEEPCO/ KHEP/ C&P/ W-10/ 2017-18/3117-24

Dtd. 23/09/2017

- 1. The HOP, KHEP, Umrongso for favour of kind information please. This is with reference to his administrative approval conveyed by U.O. no 37 dtd 19.042017 and approval dtd.31.08.2017.
- 2. The DGM (E) KHEP for information please.
- 3. The DGM, (IT)-I. NEEPCO Ltd., Shillong with a request to upload the detail NIT and tender documents (copy enclosed) in the NEEPCO Website.
- 4. The Sr. Manager (F&A), KHEP, Umrongso for information please. He is requested to depute a Finance representative at the time of opening of the bid.
- 5. The Sr Manager (HR), KHEP, NEEPCO Ltd, Umrongso- for information please.
- 6. The Manger (C), Vigilance Wing, KHEP for information please.
- 7. Notice Board, Administrative building, KHEP, NEEPCO Ltd., Umrongso.
- 8. Tender File (W-10) for record.

-/Sd

Sr. Manager (E), C & P KHEP: NEEPCO Ltd., Umrongso, Dima Hasao