



NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A Govt. of India Enterprise)

TRIPURA GAS BASED POWER PROJECT

MONARCHAK, P.O.- DHANPUR, SONAMURA, TRIPURA (WEST)

Mobile No. 9436332962

SHORT NOTICE INVITING BID (SNIB)

NIB NO: 54 /DGM(C)/TGBPP/2014

Dated. 11th June'14

Sealed Tender in two parts with a minimum validity of 180 days is invited from reputed Firms / Contractors registered in appropriate class with CPWD/ MES/State/Government Organisation/Public Sector Banks for providing the following services for Tripura Gas Based Power Project, Monarchak:

- (A) Maintenance of Residential buildings, Admin. Building, Erectors' Hostel, Field Hostel and Temporary office building by providing suitable manpower for plumbing, masonry & carpentry works etc.
- (B) Maintenance of structure and project area by cleaning & cutting of jungles etc. by providing suitable manpower.

Detailed Bid Document containing Terms and Conditions for Bidding including Qualifying Requirement can be down loaded from NEEPCO's website www.neepco.gov.in & www.eprocure.nic.in.

Last date and time of submission of bid is 01.07.2014 upto 13-00hrs and Techno-Commercial bid shall be opened on the same day at 15-00Hrs.


(U. Borah) 11/6/14
Sr. Manager (Civil)



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DETAILED NOTICE INVITING BID

NIB NO: 54 DATED 11th June'14

Sealed Tender is invited in two parts with a minimum validity of 180 days from reputed Firms/Contractors registered in appropriate class with CPWD/MES/State/Central Government Organisation/Public Sector Banks for providing maintenance services for upkeep of various assets/establishments of the Tripura Gas Based Power Project as elaborated under scope of works below.

Terms and Conditions and other Details for the Tender are as under:

1. Scope of Work: The scope of works under this tender shall be categorised in the following two categories:

- i) Maintenance of Residential buildings, Admin. Building, Erectors' Hostel, Field Hostel and Temporary office building for plumbing, masonry & carpentry works etc.
- ii) Maintenance of structure and project area by cleaning & cutting of jungles etc.

2. Period of Contract: The Contract shall be for a period of 12 (Twelve) months from the date of issuance order subject to extension for one year at mutually acceptable terms and conditions.

3. Eligibility Criteria:

- i) The bidder should have valid registration with all Statutory Authorities such as ESI, PF, Service Tax and State Labour Welfare Department etc. Copies of certificates of valid registration should be enclosed with Part I of the Tender. In absence of PF registration, the applicable PF along with administrative charges shall be deducted and deposited with NEEPCO Trust.
- ii) The Bidder should have a minimum one year experience in providing similar services prior to the date of opening of Techno-Commercial Bids in CPWD/ MES/State/Central Government Organisation/Public Sector Banks.
- iii) The bidder shall submit an EMD for Rs. 5,000.00 (Rupees Five Thousand only) in the form of Demand Draft pledged in favour of NEEPCO. It shall be initially kept valid for a period of 180 (One Hundred Eighty) days. The EMD of unsuccessful bidders will be returned on award of work / supply order to the successful bidder. Bid Security of the successful bidder will be converted to performance security deposit and shall be released after successful completion of work. Bids submitted without the EMD / Bid Security will be rejected outright.
- iv) Photocopy of PAN No/Service Tax Registration No. should be furnished.

4. Submission of bids: The bid shall be packed in 2 (two) envelopes separately in sealed condition containing the following in the respective envelopes:

A. **Envelope No. 1** shall be superscribed as "Techno-commercial bid against NIB No. 54 dated 11th June'14 and shall contain the following documents.

- i) EMD as per clause No. 3 (iii) above.



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- ii) Documents towards qualification requirements as per clause No. 3(i), 3(ii) and 3(iv) above.
 - iii) Techno-commercial terms and conditions without price. The bidder shall sign the techno-commercial terms & conditions of NIB confirming acceptance of the same and include it in this envelope (Envelope No 1).
- B. **Envelope No. 2** shall be superscribed as "Price bid against NIB No. 54 dated 11th June'14 and shall contain the price schedules A and B containing bidder's quote for the services.
5. **Basis of Price:** The bidder shall quote his price on FIRM basis and no escalation shall be entertained during the contract period. The price shall be inclusive of all Indian Taxes.
6. **Engagement of man power:** The maintenance services in both the work shall be carried out by the contractor to the satisfaction of officer-in-charge of each category. However, for effective maintenance services the following minimum man power shall be engaged by the contractor in each category:
- i) For the purpose of carrying out the maintenance works under sl. no. 1 the contractor shall engage minimum of 2 (two) semi-skilled workers (plumbing work and water supply) and 2 (two) un-skilled workers (for masonry work).
 - ii) For the purpose of carrying out the cleaning work under sl. no. 2 the contractor shall engage minimum of 6 (six) un-skilled workers .

In the event the contractor fails to maintain the above minimum man power proportionate deduction shall be effected from monthly bill of the contractor by the officer-in-charge.

7. Other terms and Conditions:

- i) NEEPCO, TGBPP, shall provide all material and consumables as required for the maintenance works under both the categories.
- ii) The contractor shall maintain EPF account in favour of each worker and shall deposit PF amount to the said account and produce proof of payment to the officer-in-charge from time to time.
- iii) The contractor shall ensure all safety precautions for the personnel deployed by him as per requirements of the work. The Corporation shall have no responsibility whatsoever towards the contractor's personnel towards loss / injury from any accident at the work place. For any such eventuality the responsibility shall rest solely with the contractor. For safeguarding the workers against such risk the contractor shall maintain accidental insurance for each worker as per the stipulations under Workman's Compensation Act, 1923. The contractor shall register each of his workers under ESI scheme. For the purpose of insurance and ESI registration, the Corporation shall reimburse one time



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Annual Insurance Premium / fee for ESI registration against production of documentary evidence.

- iv) Payment shall be released to the contractor against his monthly bills subject to proportionate deductions on account of failure to provide necessary minimum man power required for the work and submission of statement indicating deposit of EPC in favour of the workers engaged by him for discharge of works under the contract.
- v) The Firm / Contractor shall necessarily have all the requisite licenses from appropriate authorities for employing Contract Labour.
- vi) The Firm / Contractor shall comply and implement all statutory provisions of the State and Central Acts relating to employment of labour i.e. various acts relating to payment of Minimum Wages, ESI, PF, etc., and all other statutory benefits as amended from time to time.
- vii) All payments shall be have to be as per prevailing minimum wages stipulated from time to time and covering benefits such as ESI, PF, etc.,
- viii) All rules related to Labour law and applicable acts should be strictly followed and in case of dispute, NEEPCO will not be a party. The Contractor has to submit adequate proof that minimum wages, ESI, Provident fund as applicable under statutory act are being paid to his staff before the first week of the month taking care about paid leaves etc., as required under Contract Labour Regulation Act and Minimum Wages Act as notified by the Government from time to time.
- ix) Payment shall be made on a monthly basis. While bill for the first month shall be paid after submission of bill for the month, the payment second month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, Bonus etc., for the previous month.
- x) NEEPCO does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason thereof.
- xi) NEEPCO further reserves the right to delete or reduce any item or section of bill quantities without assigning any reason thereof and the same shall be binding on the Contractor.
- xii) The Contractor whose tender is accepted shall have to execute an agreement with NEEPCO, but his liability under the Contract shall commence from the date of written order.
- xiii) The Contract under in part or in full shall not be sublet or assigned to others under any circumstances.
- xiv) NEEPCO reserves the right to award the work in part or in full to any Contractor at its discretion.



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- xv) The Commercial Bid must clearly indicate the rates quoted in figures and in words, and the authorised signatory with the official seal must sign all the documents.
- xvi) Rates quoted shall not be subjected to any variation during the period of the Contract, except statutory levies.
- xvii) The Contractor shall at all times, during execution of the Contract, shall obey and observe all directions and instructions given by the Engineer-In-Charge and its authorised representative.
- xviii) The Workers shall daily report to the Security Personnel at the gate and would be frisked at the time of entry and exit.
- xix) The Contractor or his employees shall not use the project premises allotted to him for any purpose other than for carrying the work as per the contract and shall not act in any manner as to cause nuisance or annoyance. The Contractor shall not allow his employees to participate in any trade union activities in and around the project premises.
- xx) Income tax will be deducted at source.
- xxi) The Contractor shall take necessary safety measures and he shall be responsible for the safety of the staff engaged by him.
- xxii) NEEPCO shall not be responsible for any accident / injury, loss of life of any of the persons engaged by the contractor for the work that may take place during execution of the contract and any compensation or expenditure towards the treatment for such injury or loss of life shall be the sole responsibility of the Contractor. The Contractor shall take necessary insurance coverage for the staff to be engaged by him to cover them from any such risk of injury or loss of life while at work. A copy of the Insurance policy shall be submitted to the Engineer-in-Charge after award of the Contract.
- xxiii) The Contract period shall be initially for a period of 12(twelve) months. The Contract is renewable thereafter solely at the discretion of NEEPCO and on terms and conditions to be mutually agreed upon.
- xxiv) The Contract may be terminated at one months notice by NEEPCO if any of the stipulated conditions is not met to the satisfaction of NEEPCO.
- xxv) Prior to tender submission / bidding, the Contractor shall visit project site to understand the scope of work of the tender and further information with regard to the tender can be obtained from the tender issuing authority.
- xxvi) Omission, neglect or failure on the part of the of the Contractor / bidder to obtain requisite reliable and full information on any matter affecting his tender, shall not relieve the Contractor / Bidder from any liability in respect of the Contract.



- xxvii) The Bidder whose tender is accepted shall execute an agreement within one week from the date of letter of intent. The EMD of the successful bidder shall be converted to Security Deposit and the same without interest shall be released after three months on completion of the Contract successfully subject to the condition that no losses are incurred by NEEPCO due to the contractor and his employees all statutory dues have been cleared.
- xxviii) The Contractor shall provide his employees with proper safety gears for carrying out the work.
- xxix) The official of the Bidder / Contractor who has been identified at the time of tendering shall be the only authorised representative to interact with the Engineer-in -Charge, to raise bills and receive payments. The payment shall be made through NEFT/RTGS only and the contractors shall provide all necessary Bank details. No cash payments shall be made.
- xxx) Once a month the Contractor shall submit his bills to the Engineer-in-Charge for the services rendered, which if found in order will be certified for payment. Payments will be made within fifteen days from the date of received of bills, subject to the condition that the Contractor has cleared all his dues related to labour payments as required as per labour act.
- xxxi) The selected bidder shall bear all costs and expenses in respect of all charges, stamp duty etc., in respect of the agreement to be entered to.
- xxxii) For any dispute arising out of non – adherence of any terms stipulated above, decision of the Engineer-in-Charge shall be final and binding. However, legal jurisdiction for all matters would be Agartala only.
- xxxiii) The Contractor cannot engage workmen below 18 years and above 58 years of age.
- xxxiv) The Contractor shall engaged an experienced supervisor for coordinating with the Engineer-in-Charge regarding supervision, day to day work and to receive instructions from time to time for proper execution of works at least once a week.
- xxxv) The Contractor should distribute salaries to the staff in presence of Engineer-in-Charge authorised representative and should maintain all statutory records, documents, registers etc., before the 7th of every month.
- xxxvi) The sole responsibility in respect of antecedents / credential of the persons engaged by the contractor rest with the contractor.
- xxxvii) Conditions for Bidding:
- i) Cost of Bid/Tender Documents:**
Rs.500.00 (Rupees five hundred only) in the form of Demand Draft drawn in favour of NEEPCO, payable at Sonamura. Bid documents may be obtained from the office of the



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undersigned from 10-00 hours to 17-00 hours on any working day on payment of Rs.500.00 (Rupees Five Hundred only) in the form prescribed. In the event bidding documents are downloaded from NEEPCO's Website, cost of bid documents in the form of Demand Draft drawn in favour of NEEPCO, payable at Sonamura shall compulsorily be submitted along with the Bid. Downloaded bid documents submitted without Cost of Bid Documents shall be rejected.

ii) Bid Evaluation:

a) **Sealed Cover -1** shall be opened on 1st June '14 in presence on bidder's authorised representative. Bidders' authorised representative shall be permitted to attend the Bid Opening only on submission of authorisation letter. Corporation will examine the Bid Documents to determine whether they fulfilled the qualifying requirement, whether they are complete and meet the requirements of this bid specification. Bid submitted without fulfilling the qualifying requirement shall be rejected and shall not be considered for price bid evaluation. Price Bid of those bidders meeting the qualifying requirement and requirements of the bid specification shall be opened on completion of Technical Evaluation. Date for price bid opening shall be notified at a later date.

b) **Sealed Cover -2: Price Bid Evaluation** - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between numerical words and figures, the amount in words shall prevail. If the Bidder does not accept the corrections as above, his Bid will be rejected and the Bid Security (Earnest Money Deposit) submitted with this Bid will be forfeited. Bidders shall ensure that the prices for all the items are quoted. In case price of any item is not quoted, the Purchaser shall be entitled to consider the highest price quoted for the purpose of evaluation and the lowest of the prices in these schedules for the purpose of award of Contract.

The Purchaser will award the Contract to the Bidder whose bid has been determined as the lowest evaluated bid. The successful bidder will be notified of the award by the Letter of Intent (zero date).

8. **Terms of Payment:** Monthly lump-sum amount shall be paid on completion of each calendar month against submission of Contractor's bill. The payment shall be made through NEFT/RTGS only and the contractors shall provide all necessary Bank details. The bill shall be accompanied with certification from Engineer- in -charge of NEEPCO regarding satisfactory service rendered by the contractor. Payment shall be released within 15 days from the date of receipt of the bill.

9. **Liquidated Damage:** The contractor shall ensure uninterrupted services/works under the contract to satisfaction of the Engineer-in-charge of NEEPCO. In case the contractors fails to execute the works in any working days/period or if the Engineer-in-charge feels that sufficient deployment of Contractor's personnel commensuration with the works has not been engaged for a day/period, the Engineer-in-Charge shall have the right to recover a proportionate amount of payment for that day/period from the contractor's bill.



- 10. Validity:** The contract shall be valid for a period of 12(Twelve) months from the date of award of the contract. **The Contract shall be purely temporary in nature and not liable to be renewed of the end of its period.** NEEPCO reserve the right to terminate the Contract before its expiry, if the Contractor fails to provide the services or commits a significant breach of the contract and fails to remedy such breach within 7(seven) days of being brought to the notice of the Contractor in writing. In the event of such termination before expiry of the Contract the payment will be restricted on pro-rata basis till the date of termination.
- 11. Direction for execution of works/Engineer-in- Charge:** The contractor's workers shall act and carryout all works as per instruction/direction of the Engineer-in-Charge of NEEPCO for the said works or his authorized representative.
- 12. Force Majeure:** NEEPCO reserves the right to suspend the work at any time under FORCE MAJEURE conditions which shall include but not limited to the following.
- Acts of God, acts of public enemy, wars, insurrection, riots, disturbance, explosions etc.
 - Local disturbances and deteriorating Law and Order situation, bandh /industrial unrest of any nature.
 - Any other reasons beyond control of the Corporation.
 - In event of any suspension of work under FORCE MAJEURE, the Contractor shall have no right to claim for any compensation.
- 13. Settlement of Disputes:** Except where otherwise provided, if at time, any question of a dispute or difference of opinion whatever shall arise between the Contractor and the Corporation upon or in relation there to or in connection with this Contract, either of the parties may give to the other notice in writing, of the existence of such questions, disputes or differences and if the matter is not settled amicably by and between the parties and on rejection, such matter of dispute or difference of opinion shall be referred to the Arbitration strictly in accordance with the provision contained in the **Arbitration and Conciliation Act 1996 (Act. No. 26 of 1996)**, and any amendment thereto and any rules made there under and to such other order or orders, instruction issued by the Government of India time to time in this connection. The venue of Arbitration for shall be Agartala, India.
- 14. Termination of the contract:** NEEPCO reserves the right to terminate this contract in the event of contractor's continued default in providing requisite services after proper and due notice having being served upon. NEEPCO also reserves the right to terminate the contract if any conditions under FORCE MAJEURE warrant 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 upto the date of termination. On expiry of the contract period, this contract will automatically stand terminated.



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Annexure – I

TENDER FORM

REF : SNIT no.

I/ we hereby with true intent and meaning of the works, specification and all conditions of contract mentioned in the referred NIT submit this TENDER PAPER for NEEPCO's consideration.

1. Name of works :
2. Rate : Lump-sum Rs. (Rupees) only per month.

I/ we also submit the following:

- i. Earnest Money Deposit : Rs. in the form of DD
- ii. Documentary evidence in respect of Eligibility Criteria
- iii. Works orders regarding similar nature of works executed during last five years.

Declaration:

I/We do hereby declare that the information furnished above are true to the best of my/our knowledge & believe and for any false statement/ documents, I /we shall be fully responsible.

Further, if this tender is accepted, I/ We hereby agree to abide by and fulfil all provisions under General Conditions of contracts enumerated at NIT No.

(Signature of the Tenderer)

Name and address of the Signatory.....

.....

Official designation/ position of the Signatory.....

Name and Address of the Contractor:

Seal of the Contractor

Witness :-

1.
(Name and Address)

2.
(Name and Address)



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Memo. No:NEEPCO/TGBPP/DGM(C)/T-5/2014-15/ 125 - 128 Dated 11th June'14

Copy to:

- 1) The HOP, TGBPP, NEEPCO, Monarchak, for favour of kind information.
- 2) The Dy. General Manager (IT), HQ, Shillong for kind information. He is requested to arrange for hosting the enclosed Detailed Notice Inviting Bid in NEEPCO's website.
- 3) The Senior Manager (Fin), TGBPP, for kind information.
- 4) The Manager(c), In Charge Vigilance, TGBPP, Sonamura for information.
- 5) Notice Board


Sr. Manager (C) 16/114

9/c