



**North Eastern Electric Power Corporation Ltd.
(A Government of India Enterprise)
An ISO 9001, 14001 & OHSAS 18001 Corporation**

CONTRACT & PROCUREMENT CELL

Website-www.neepco.gov.in, Email:contract_@rediffmail.com
KOPILI H.E. PLANT:: DIMA HASAO: UMRONGSO – 788931
Phone:03670-288241, Fax: 03670- 288240

NOTICE INVITING TENDER NO: KHEP/2020/ 361 DTD . 17.07.2020

**Detailed Notice Inviting BID from prospective bidders
(Domestic Competitive Bidding)**

For

MANUFACTURING , SUPPLY & DELIVERY OF 15 T CAPACITY , ESCORT MAKE , FOUR CYLINDER ,WATER COOLED, MOBILE HYDRA CRANE TO KOPILI HYDRO ELECTRIC PLANT, NEEPCO LTD , UMRANGSO. ASSAM.

North Eastern Electric Power Corporation Ltd, (NEEPCO), a public Sector Enterprise under the Ministry of Power , Government of India , invites sealed bid with minimum 120 (one hundred twenty) days validity from the Manufacturer/ Authorised dealer of manufacturer under the single Stage Two- Envelope bidding system through Domestic Competitive Bidding (DCB) route for awarding the contract of scope “ **Manufacturing , supply & delivery of “ ESCORT ” make HYDRA 15 with Escorts AE 4.321C-3A four cylinder water cooled Diesel engine crane to Kopili Hydro Electric Plant, NEEPCO Ltd , Umrangso. Assam.**

The Description of the crane and quantity to be procured shall be as indicated below:

Sl	Description of the items	Unit	Quantity
1	Manufacturing , supply & delivery of “ ESCORT ” make HYDRA 15 with Escorts AE 4.321C-3A four cylinder water cooled Diesel engine crane to Kopili Hydro Electric Plant, NEEPCO Ltd , Umrangso. Assam. The following items should be included in supply: 1. OEM supplied tools with tool box. 2. Mandatory spares. 3. O&M manual. 4. Comprehensive insurance. 5. Registartion with tax. 6. Exteneded warranty. 7. Fitness certificate	Nos	01

DETAILS OF THE NIT:

1.0 QUALIFYING REQUIREMENT OF BIDDERS:

The bidder shall provide satisfactory evidence concerning the following:

1.1 Technical:

- i) The bidder must be Manufacturer/ Authorised dealer of manufacturer having under GST registration.
- ii) The intending bidder should have experienced in execution of similar type of contract in Govt department / PSU/Reputed private firm . Documentary evidence in support of experience and successful execution of similar job.
- iii) **The intending bidder should have experienced in execution of similar contract to any Government department/ PSU/ Reputed Pvt. Firm in last 5 years as follows:**

- a) At least one order of similar contracts having contract value not less than Rs 1600,000 /- .
OR
- b) At least two similar orders having contract value not less than Rs.800000/- each
OR
- c) At least three similar orders having contract value not less than Rs. 650000 /- each

Documentary evidence (order copies) in support of execution of similar supply must be submitted along with the bid. **The order copies issued by any Private Firm needs to be supported with TDS certificate.** Non-submission of documents in support of similar experience may result in disqualification.

2.0 Financial:

(a) Minimum Average Annual Turn Over (MAAT):

The average annual turnover of the bidder in the best 3 (three) financial years out of the last 5 (five) years financial year should not be less than Rs. 650,000.00 (Six lac fifty thousand). Other income will not be considered for arriving at annual turnover.

- (b) Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy/ solvency and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

Authenticated documentary evidence in support of qualifying requirements, as mentioned under Serial No. 1.0 above shall be submitted along with the containing Techno-Commercial bid along with Bid . For qualifying requirements specified at Para 1.1 & 1.2 above, the documents should be in the form of Order Copy / Certificate of Clients/ Bids submitted without fulfilling the qualifying requirements may be rejected.

2.1 The bidder shall furnish copies of the following Certificates:

- (a) Registration for GST;
- (b) PAN (Permanent Account Number) .
- (c) Sign copy of tender document.
- (d) Experience certificates
- (e) Last three years audit report /balance sheet of the respective firm .
- (f) Bank solvency certificate.
- (g) Exemption certificates if any
- (h) Dealership certificates if any.

2.2 The bidders shall also provide satisfactory evidence with respect to the following:

- a. They do not anticipate change in the Ownership of their concern during the proposed period of work. If such a change is anticipated, the scope and effect there of shall be defined.
- b. They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. They shall submit copies of their audited Annual Reports and balance sheet for the last 3 (three) years and the latest Tax Clearance/ Return Certificate and latest Banker's certificate indicating amount in support of solvency.

2.3 In addition, bidders shall satisfactorily establish that they fully meet the qualifying requirements specified in the accompanying Technical Specifications. This is essential for consideration of bidders' proposal.

- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 2.5 The above requirements are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Owner, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works.
- 2.6 Notwithstanding anything stated above, the Corporation reserves the right to assess bidders' capability and capacity to perform the work, should the circumstances warrant such an assessment, in the overall interest of the Owner.
- 2.7 Each bidder shall submit only 1 (one) bid, either individually. A bidder who submits or participates in more than 1 (one) bid will be disqualified

3 **E-Tendering / E-Procurement :**

This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded, filled in bids are to be submitted/ uploaded through e-tendering system of NEEPCO Ltd. at <https://etenders.gov.in>.

Participation in Bids :

3.1 **Portal Registration:**

The bidders intending to participate in the e-tendering and download the detailed bid document have to register themselves in the portal <https://etenders.gov.in> . Relevant information about the bidder required during the registration is available in the portal.

3.2 **Procedure for Payment of BID Fees and EMD : As per Annexure-I:**

The bidder shall upload scanned copy of proof of payment receipt in the e- tendering portal

3.3 For any clarification related to e- tendering bidders are requested to contact:

Phone no: 03670-288241, Mobile: 09435062620.

E-mail ID:jayanta_contracts@rediffmail.com

4. **Submission and opening of Bids**

4.1 Bidders shall prepare and submit their bids in the electronic form at etenders.gov.in Online bidding forms will be available in the above website.

4.2 Bidders may view the tender opening results of techno-commercial and price bids at <https://etenders.gov.in> by marking their presence for online tender opening.

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

(ii) Submission of bids shall not automatically construe qualification for evaluation. The Owner reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the Owner.

(iii) **Important information and dates:**

Earnest Money Deposit (EMD)/ Bid Security (To be submitted offline)	INR 40000.00
Tender Fee (To be submitted offline) including GST@18%	INR 1180.00
Bid validity Period	120 days from the date of opening
Date of commencement of downloading of bid document from https://etenders.gov.in	11:00 hrs. of 20.07.2020
Last date & time for receipt of online bids:	12:00 hrs. of 28.08.2020.
Last date & time for receipt of offline documents:	15:00 hrs. of 29.08.2020.
Date & time of online opening of bids	15:30 hrs. of 31.08.2020.

- (iv) **PRICE BASIS:**
 - (a) The price shall be FOR Umrangso destination basis. Bidders shall quote FIRM prices for the item as per list of the items for placement of order with lowest bidder. The bidder is requested to note that he is to make himself aware of the taxes imposed by the state government and /or the central government, and applicable in Assam. This will be a package system and any extra charges beyond the scope as mentioned above will not be admissible.
- (v) **Completion/Delivery Period:** The delivery period for the crane indicated in this NIT shall be supplied by the successful contractor within 90(ninety) days from the date of order issued to the firm.
- (vi) **Payment Terms:** 100% payment with taxes will be released after receipt of complete materials at site. For releasing the payment, the supplier has to submit the bill with delivery challan, guarantee, fitness certificates and company operating & maintenance manual to the consignee.
- (vii) **CPG:** The lowest bidder has to submit CPG @10% on materials value from any Nationalized Bank valid up to 3 month of expiry of the warranty period. The CPG shall submit within 30 days after issue of the supply order.

ALTERNATIVELY:

- 90% of materials value with 100% of taxes will be released after receipt of the complete materials at site. Balance 10% of materials value will be released after expiry of the warranty period. **Bidders are requested to mention clearly about their acceptance of payment option.**
- (viii) **LD:** LD will be imposed @0.5% if delivery of the materials exceed one week from the date of stipulated time.
 - (ix) **Arbitration:** Shall be as per standard norms of the Corporation.
 - (x) **Consignee:** All the materials to be consigned to the Sr Manager (C) I/C, Central Store, Kopili H.E Plant, NEEPCO Ltd, Umrangso. Assam.
 - (xi) **Warrenty of the materials:** The supplied items should cover warranty as per manufacture's norms against manufacturing defects. **If any problem develops during the warrenty period the party has to repair /replace the item at site on their own cost.**
 - (xii) **Payiny authority :** The DGM (F) , NEEPCO LTD, KHEP, Umrangso. Phone: 03670-288227.
6. In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the date of opening of bids will be the following working day at the appointed times.
 7. The bidder registered as Micro/ small Enterprise are exempted from paying applicable bid fee and earnest money deposit subject to submission of valid and relevant document/ certificate. In addition to the above, all other advantages/ benefit as per guidelines of MSMED Act. 2006 shall be extended to the bidders which are registered as Micro, Small or Medium Enterprise.
 8. If the bidder is eligible for any concessional of taxes/submission of EMD, TENDER FREE he/she should invariably mention this in the bid with submission of documentary evidence. On or before the date of opening the price bid the bidder should also confirm any change in this regard. The price bid shall be evaluated on the basis of the information supplied by the bidder.
 9. Any action on the part of the 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 possible.
 21. NEEPCO reserves the right to extend the last date and time for submission of Bid.
 22. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the grounds for such action.

Sd/-
DGM (E), C&P
KHEP, NEEPCO Ltd., Umrangso
Dima Hasao District, Assam

1. The HOP, KHEP, Umrongso for favour of kind information please.
2. **The GM, (IT). NEEPCO Ltd., Shillong with a request to upload the detail NIT and short tender documents (copy enclosed) in the NEEPCO Website . The short tender notice is to be published one issue in a National paper for wide circulation.**
3. The DGM, (E) Khandong P.S NEEPCO Ltd. KHEP for information please.
4. The DGM (F&A), KHEP, Umrongso for information please.
5. The Sr Manager (C), Store Division , KHEP for information
6. The Sr Manager (C), Vigilance Wing, KHEP for information .
7. The Manager (E), Khandong P.S (Maintenance) , KHEP for information.
8. Tender File (W-10) for record.

Sd/-
DGM (E), C & P
KHEP: NEEPCO Ltd.,
Umrongso, Dima Hasao

PAYMENT OF BID FEES , EMD etc.

- Bid FEES , EMD etc . are to be paid as per Bid requirement
- The procedures/steps to be followed for payment of BID FEES, EMD Etc by SB-COLLECT of State Bank Of India:

STEP 1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser
STEP 2	State Bank Collect page will appear. For “State of Corporate/Institution”, select States i.e. Assam, Arunachal Pradesh, Mizoram , Nagaland, Tripura, West Bengal, National Capital Territory of Delhi, as applicable depending upon location of the Tender . However , for payment of Bid fee and EMD etc for the state of Meghalaya, bidders has to select “ALL INDIA” for “State of Corporate/ Institution”. For “Type of Corporate/ Institution “select “PSU” Click”GO”
STEP 3	In new screen , select PSU Name as “North Eastern Electric Power Corporation Limited “and Submit.
STEP 4	In the new screen , select Payment Category based on the location of the tender viz RHEP- Parties, PareHEP- Parties, KHEP- Parties etc. as applicable. However , for Meghalaya select “SHILLONG –PARTIES” in this case.
STEP 5	New screen will appear, here the bidder has to fill all the required information for the payment as under. i) Under Name of payer: The bidder is to filled up his Name and Address. ii) Under Short Details of Payment: The Bidder shall indicate BID FEES or EMD as applicable and the NIB No .(Example : for payment of EMD against NIB No . XX dated DDMMYYYY, the bidder has to fill under this option as “EMD for NIB No .XX dated DDMMYYYY) iii) Under Type of PAYER :The Bidder is to select VENDOR OR CONSULTANT whichever is applicable. iv) Under CIN in case the the Payer is a company: The bidder is to fill up his CIN in case of a company , otherwise may kept blank. v) Under Payment Amount: The bidder is to fill up the amount as per Bid Condition . vi) Subsequent information for Name , Date of Birth/Incorporation , Mobile Numbers are to be filled as required. vii) Fill Captcha. viii) Then Submit.
STEP 6	In the new screen, check the details and click “CONFIRM” if correct.
STEP 7	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenient and make the payment .
STEP 8	After successful payment , the system will generate receipt. The receipt may also be generated from Reports – i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded and send it to the respective tendering authority at their e- mail ID. The system generated receipt shall also be uploaded while submitting the Tender form in the e- tendering portal as per bid document.

FORM OF BANK GUARANTEE
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

Guarantee No..... Place.....

Date.....

To,

.....
.....
.....

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for.....
..... in connection with the.....
..... Project, vide NIT No..... dated
and whereas (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending bidder should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs.....(Rupees.....
.....) only alongwith the tender.

Now, therefore this witnesseth:-

We, the

(Name & address of the Bank)

having registered office at.....(hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

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

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

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

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

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

That is to give effect to the Guarantee the Corporation shall be at liberty to act as though the Bank were the principal debtor:

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

That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

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

Notwithstanding, anything contained hereto before it is mutually agreed:

That the liability under this Bank Guarantee, shall not exceed Rs.....

(Rupees.....)only.

That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

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

In witness where-of I.....the agent / Manager of the Bank, who is duly authorised in this behalf as per rules of the Bank hereby set my hand and seal to this on this day of.....

Witness

(Signature).....

(Name)

(Signature)

(Name)

Designation with

Bank Stamp.....

Authority as per Power

Of attorney No.....

(Official Address)

.....

Dated

Note:- (1) The BG shall be submitted preferably from a Nationalized Bank.

Proforma of Bank Guarantee for Contract Performance
(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date

To,

.....

.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the “Purchaser” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s

Registered/Head Office at

(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser’s Letter of Intent No dtdand the same having been unequivocally accepted by the Contractor resulting in a “Contract” valued at Rs (Rupees.....)

only for

(scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

having registered Office at (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of200 at

Witness

.....

(Signature)

.....

(Name)

(Signature).....

(Name)

Designation with

Bank Stamp.....

Authority as per Power

Of attorney No.....

.....

(Official Address)

Dated

- Note; (1) This sum shall be ten percent (10%) of the "Contract Price".**
(2) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
(3) The BG shall be submitted preferably from a Nationalized Bank