



NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Govt. of India Enterprise)

NIT No.04/2020, Dated. 20/02/2020

DETAILED TENDER DOCUMENT

For

**Construction of toilet
at J.J.M. Nichols Roy Secondary School, Mawsynram
under CSR & S Schemes**

***Dy. General Manager (C)
O/o the Chief General Manager (C)/ HoP,
Wah Umiam Stage-III HE Project, Mawsynram,
East Khasi Hills District, Meghalaya***

Registered Office: Brook Land Compound, Lower New Colony, Shillong- 793 003
Website: www.neepco.co.in, CIN - U4010ML1976GOI001658

**DETAILED TENDER NOTICE FOR CONSTRUCTION OF TOILET AT J.J.M NICHOLS ROY
SECONDARY SCHOOL, MAWSYNRAM UNDER CSR & S SCHEMES**

NIT No. 04/2020

Date: 20/02/2020

1. Sealed tenders in prescribed format are invited with minimum 180 (one hundred eighty) days validity from reputed and experienced contractors of Meghalaya for Construction of Community Hall at Mawphu village under CSR & S Scheme.
2. Non-transferable tender documents can be purchased from the office of the CGM (C)/ HoP, Wah Umiam Stage-III HEP, Mawsynram, Meghalaya, Pin- 793113 on any working day between **10.00 AM. to 3:00 PM with effect from 20/02/2020 against payment of Rs. 500/- (Rupees Five hundred)** only in the form of non-refundable Demand Draft/ Banker's cheque in favour 'NEEPCO Ltd.' payable at Shillong, issued from any Nationalized Bank/Scheduled Bank.
3. The duly filled bid should be submitted in a sealed envelope superscripted with "**Tender against NIT No. 04/2020, Dated. 20/02/2020** to the Dy. General Manager (C), O/o CGM (C)/ HoP, Wah Umiam Stage-III HEP, NEEPCO Ltd., Mawsynram, Meghalaya, Pin: 793113 either personally or by registered post only and should reach this office on or before the due date. Further NEEPCO shall not be held responsible for any postal delay. The bids will be opened at the time and date as mentioned below in presence of bidder (s) or his authorized representative (if any).

| | |
|--|---------------------------------|
| Last date and time of receipt of the bids | 10:00 AM of 20/03/2020 |
| Date and time of opening of the bids | 12:00 Noon of 20/03/2020 |

4. In case if there is any Holiday on the above mentioned date, the bid will be received /opened in the next working day at the same time as indicated above.
5. Issuance of tender documents shall not automatically construe qualification which shall be determined during evaluation. The corporation reserves the right to accept or reject all or any of the tenders without assigning any reason thereof and is not bound to accept the lowest bid.

GENERAL TERMS AND CONDITIONS

1. **Scope of Work:** The overall scope of work covered under this contract for construction of toilet comprises of all civil works
2. **Commencement of work:** The bidder shall start the construction work from the date of issue of Letter of Intent or Work Order.
3. **Time of Completion:** 120 (One Hundred Twenty) days from the date of issue of Letter of Intent or Work Order.
4. **Corrections and Alterations:** Price is to be quoted carefully. There should not be any over writing or use any correction fluids etc. Corrections if any in the entries of the tender papers shall be signed in full by the bidder with seal and date.
5. **Qualification requirement of Bidders:** Self attested copy of the following documents should be submitted along with the bid in order to ensure qualification:
 - a) Valid Trading License (not required for tribal contractors)
 - b) Copy of PAN card
 - c) Copy of IT return filed for the last financial year (if any).
 - d) Copy of GST registration.
 - e) Experience in similar line with documentary evidence (if any).
6. **Responsiveness of the Bid:** In order to determine the responsiveness of the bid, it must comply with the following conditions:
 - a) **The original tender document issued by NEEPCO.**
 - b) **Tender document signed with seal by the bidder on all pages as specified.**
 - c) **Identity of the Bidder (three copies) as in Annexure – A, with photo wherever specified.**
 - d) **Earnest Money/Bid security for an amount of Rs. 7,000/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.**

- e) **Tender fee (if downloaded) of Rs. 500/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.**

Non submission of any of the above documents will result in rejection of the bid.

7. **Only successful bidder is required to submit the declaration on stamped paper as in Annexure-B**
8. **Bid Evaluation Criteria:** Only one bid against a party offering individual as well as under proprietorship/partnership firm shall be accepted. If any other bid is found to have same individual name already submitted against another proprietorship/partnership firm, it will be rejected. The contract shall be awarded to the bidder offering the lowest evaluated price in conformity with the requirements of the Bidding document.
9. **EPF:** Employers EPF contribution on the labour @ 12.68% will be borne by the Corporation. The employee contribution towards EPF @ 12% will be deducted from contractor's bill, if proof of PF registration has not been submitted by the contractor. The contractor is also required to submit details of PF deduction statement at the time of submission of bill.
10. **Earnest Money/Bid Security:**
- 10.1 Each bid shall be accompanied with Bid Security/Earnest Money Deposit (EMD) for an amount of Rs. 7,000/- (Rupees seven thousand) only in the form of demand draft from a Nationalized bank/Scheduled bank drawn in favour of NEEPCO Ltd., Shillong, which shall be valid for a period of at least 180 days.
- 10.2 No interest will be paid on EMD/Bid Security in any form, to the bidders by the Corporation.
- 10.3 The EMD/Bid Security of the unsuccessful bidder shall be refunded without any interest after signing of the Contract Agreement with the successful supplier.
- 10.4 The EMD/Bid Security will be forfeited in case the bidder withdraws the offer for any reason whatsoever after the bid opening and during the period of Bid validity and extension/extensions thereof or in the case of successful Bidder, if the bidder fails within the specified time limit to sign their agreement or in case if any false statement or document is furnished by the bidder or if the successful bidder fails to start the work within 20 (twenty) days from the date of issue of formal order.
11. **Security Deposit:** The EMD submitted for an amount of Rs. 7,000/- (Rupees seven thousand) only by the successful bidder shall be retained as security deposit. The Security deposit shall be released by the Corporation within one month after expiry of contractual period.
12. **Payment:** Running Bills shall be released to the contractor on successful completion of the work in all respects. No escalation shall be payable against this work and no claim in this regard shall be entertained. No advance is payable under this contract.
13. **Force Majeure:** The corporation reserve the right to suspend the work at any time under Force majeure conditions which shall include but not limited to the following:
- 13.1 Acts of God, acts of Public enemy, wars, insurrection, riots, disturbance, explosion etc.
- 13.2 Local disturbances and deteriorating law and order situation, bandh/industrial unrest of any nature.
- 13.3 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.
14. **Recession of Contract:** In case, under any clause or clauses of this contract the Contractor shall render himself unable to pay compensation amounting to 10% of the total contract value, the Corporation shall have the power to rescind the contract by issuing a recession notice in writing to the supplier by the ordering authority which shall be final and conclusive and in such case the Security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

15. **Drawal of Agreement:** The successful bidder shall attend the office of the HoP, Wah Umiam Stage-III HE Project, NEEPCO Ltd., Mawsynram, Meghalaya within 20 (twenty) days after receipt of the detailed work order issued to him by the Corporation, for signing the formal agreement on non-judicial stamped paper of Rs. 50.00 (Rupees Fifty) only as per prescribed format. **The stamped paper 3 nos. would be supplied by the Contractor.**

16. **Settlement of Disputes and Arbitration:**

16.1 If any question of a dispute or difference of opinion whatsoever shall arise between the Contractor and the Corporation upon or in relation thereto or in connection with this contract, either of the parties may give to the other notice in writing of existence of such dispute. If the matter is not settled amicably by and between the parties, and on rejection, such matter of the dispute or difference of opinion shall be referred to the Arbitration in accordance with the Arbitration and Conciliation (Amendment) Ordinance, 2015 and Rules made there under and to such other or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman & Managing Director of NEEPCO or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor.

16.2 The parties to the dispute, prior to referring the dispute to the Arbitrator, may mutually decide, first drawn up the specific terms of reference/issues by way of separate Joint Agreement, which shall be, filed before the Arbitrator for commencing the proceedings.

16.3 The sitting of the Arbitration proceeding shall be held at Shillong. The expenses/remuneration etc. for the arbitration proceeding shall be determined by the Arbitrator in accordance with Section 11 (14) of the Forth Schedule of the Ordinance, 2015 and the same shall be shared equally by NEEPCO and the Contractor.

16.4 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damage on whatsoever count will be entertained by the Arbitrator with respect to any dispute, difference or misunderstanding between NEEPCO and the Contractor.

17. **Laws Governing the Contract:**

The Contract shall be governed by the Indian Laws for the time being in force. The court at Shillong will have exclusive jurisdiction to entertain civil suits pertaining to this Contract.

18. **Forms/Formats to be Submitted:**

18.1 Annexure A.

18.2 Annexure B (for successful bidders)

18.3 Annexure C.

19. **The Corporation does not bind itself to accept the lowest tender and reserve the right to waive any formalities in regard to submission of tender or to reject any or all tenders without assigning any reasons thereof in the interest of the Corporation.**

ANNEXURE -A

Ref: NIT No. 04/2020,

Dated 20/02/2020

To,

NEEPCO Ltd.,

Affix here duly
Self-Attested
Passport size
Photo of the
Bidder (s)

Dear Sir,

Please find enclosed herewith the following documents for your perusal and necessary action:

- Name of the firm/Contractor/Supplier: _____
- Postal address with email and mobile nos: _____

- PAN No. : _____

- GST Registration Nos: : _____

Details of bank particulars (to receive payment in case of award of contract):-

a) Name of bank and branch : _____

b) Address of bank : _____

c) Nature of Account : _____

d) Name of Beneficiaries : _____

e) IFSC Code of the Branch : _____

f) Account No. : _____

g) City/Town : _____

h) Fax No. of the Bank : _____

i) Telephone No. of the Bank : _____

j) E-mail address of the Bank : _____

Yours faithfully

Signature(s) of the Contractor/ Supplier: _____

Name (s) in block letters _____

For M/S _____

(For Successful Bidder only)

ANNEXURE –B

Ref: NIT No. 04/2020,

Dated. 20/02/2020

In the Court of the magistrate at _____

Date _____

I, Sri /Smti _____ S/o / D/o/ W/o Sri /Late _____ aged ____ years by
occupation _____, resident of _____ P.S. _____ Dist. _____
State _____ do hereby solemnly affirm and declare on oath as follows:

1. That the deponent is permanently residing at the above address with the family members.
2. That the deponent is not a NEEPCO employee in service or dependent of NEEPCO employee in service.
3. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
4. That the deponent is the sole proprietor of M/s _____ at _____.
5. The deponent has own bank account no . _____ at _____
6. That the deponent's communication address is not the same with any of NEEPCO's quarters/premises etc.

The above statements from para 1 to 6 are true to the best of my knowledge, belief and information. In case the above statement of mine is found to be false/incorrect, the award of contract, if selected, shall be cancelled and the Corporation is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smt _____ Sign as _____

Passport size photo affixed herewith.

Identified by:

Advocate _____

Deponent.

Signed and sworn before me by the above named deponent on being identified by Sri _____,
Advocate _____ on _____.

Magistrate.