



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

CONTRACT AND PROCUREMENT WING (E)
 KOPILI H.E. PLANT:: DIMA HASO DISTRICT: UMRONGSO -788931
 Website-www.neepco.gov.in

DETAILED NOTICE INVITING TENDER

NIT No. : KHEP/C&P (E)/2013/196

Dated, 24-10-2013

Sealed tenders with minimum 120 (one hundred twenty) days' validity are invited from reputed firms/contractors to provide **highly skilled manpower to Hydro Power Station to Kopili Power Station** under Kopili Hydro Electric Plant, NEEPCO Ltd., Umrongso-788941, Dima Hasao Dist., Assam.

Terms & conditions of the contract shall be as under:

1. **Scope of Work:** The Essence of this contract is to provide highly skilled manpower for day to day maintenance work of the Kopili Power Station.
2. **Number of Labour:** The details of required manpower with experience are to be engaged by the contractor for execution of the day to day maintenance work are as follows:

CATEGORY	QUALIFICATION / WORK EXPERIENCE	NUMBERS
Mechanical Fitter	Minimum 5 years work experience in Hydro Power Station maintenance work which should include the experience of overhauling of hydro generator and turbine set.	2 nos
Rigger	Minimum 5 years work experience in Hydro Power Station maintenance work which should include the experience of overhauling of hydro generator and turbine set.	2 nos
Electrician	Minimum qualification - Valid license/certificate from recognised institute and minimum 5 years work experience in Hydro Power Station electrical maintenance work.	2 nos
Electrical Fitter / Lineman	Valid license/certificate from recognised institute and minimum 3 years work experience in switchyard maintenance work up to 220 KV.	2 nos

3. Before engagement of the required manpower at site they will be tested at site by Engineer In-Charge of the Power Stations and thereafter depending on the performance they will be allowed to engage for the work. If the supplied manpower fails to prove himself for the job, the contractor should arrange to replace manpower immediately as per NIT stipulations who will again undergo for the same test.
4. **Contract Price:**
 - 3.1 Contract price per month for the entire scope of works shall remain FIRM for a period of 1 (one) year from the date of contract agreement.

- 3.2 The bidder shall quote the fixed monthly rate for engagement of manpower and they will have to extend the service round the clock as and when required as per the instruction of the Engineers In-Charge or his authorized representative.
- 3.3 The rate quoted by the bidder should be inclusive of all charges.
- 3.4 The service tax applicable on the rate quoted by the bidder shall be separately indicated in the bid.
- 3.5 Any other statutory charges if applicable shall be indicated clearly in the bid.
- 3.6 The rate offered by the contractor shall be fixed on monthly basis and should not be less than the latest rate notified from the O/o the Regional Labour commissioner (Central). Guwahati-24 regarding minimum wages in various schedule of employment.

Tender Fee: Tender fee for an amount of Rs.1000.00 (one thousand) only in the form of Demand Draft duly pledged in favour of NEEPCO Ltd payable at SBI, KHEPA Branch., Garampani, Umrongso (SBI Code: 4812) should be submitted along with the tender. Tenders without Tender Fee shall be summarily rejected.

Earnest Money Deposit (EMD): EMD for an amount of Rs.40,000/- (Forty thousand) only in the form of Demand Draft duly pledged in favour of NEEPCO Ltd payable at SBI, KHEPA Branch., Garampani, 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.
- ii) EMD of all unsuccessful bidders will be returned only after finalization & successful mobilization of the bid.
- iii) If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited and other action as dimmed fit shall be taken up as per the relevant 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. The bill shall be accompanied with a certificate from the concerned NEEPCO site engineer/ engineer-in-charge regarding the service rendered.
- 5.2. The contractor shall be responsible for payment of 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. It shall be the liability of the contractor to make payments of wages to his personnel directly and not through any intermediaries or agent.
- 5.4. Taxes and other levies as imposed by the Government from time to time shall be paid extra on submission of documentary evidence.

6. **EPF:** Employers EPF contribution on the salary of labours @ 12.69 % will be borne by the Corporation. The employees contribution towards EPF @ 12 % will be deducted from the contractor's bill if proof of PF registration cannot be submitted by the contractor. If the successful contractor has a valid PF registration, the bidder shall submit details of PF deduction statement at the time of submission of bill.

7. **Penalty:** In case of the manpower deployed for the work fails to attend the duty, the Corporation shall have the right to deduct a proportionate amount for such absent period.

8. **Security cum performance guarantee:** The EMD of the successful bidder shall be retained as Security cum performance guarantee towards faithful performance of the contract. The Security Cum Performance Guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the right to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority as per provision of the contract.

9. **Validity:** The contract period shall be initially valid for a period of 1(one) year from the date of reporting of workers at site and subject to satisfactory performance of the contractor. Depending on the performance, the contract period may be extended based on mutually agreed terms & conditions.

10. **Standard conditions and instructions:**

10.1. Qualifying requirements of the bidder:

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

- Copy of PAN / GIR card.
- a) Valid Trade licence.
- b) VAT Registration.
- c) Copy of the Service Tax registration certificate.
- d) Copy of Labour license.
- e) The bidder should submit copy of credentials of the manpower to be supplied in line with our stipulations.
- f) The bidder shall have registered themselves with the Regional Provident Fund Commissioner, Shillong and the registration number should be furnished along with the bid.
- g) The bidder should produce bank solvency certificate for a minimum amount of Rs.5.0 lac.**

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

Along with the above documents the **Contractor should submit the detailed NIT, duly signed, along with the offer** in acceptance the terms and conditions.

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

- 10.2. Contractor is deemed to have full knowledge about the nature and extent of work and he must take all safety precautions for his workmen and he should also follow the standard safety work \ procedure.
- 10.3. The Corporation will not accept any liability for accidents to contractor's workmen and compensation required to be paid to the Contractor's workmen will be borne by the Contractor. The contractor's workmen will not be entitled to free medical assistance from the Corporation.
- 10.4. It shall be the liability of the contractor to make payment of wages to his workers directly and not through any intermediaries or agents.
- 10.5. The contractor shall be responsible for payment of full wages regularly before seventh of each month to each worker employed by him in the work under this contract in accordance with the Contract Labour (Regulations & Abolition) Act. 1970 and the Rules made there under.
- 10.6. The persons deployed by the contractor must be **having valid certificate/license from recognised institute and should be male, courteous and should bear a good conduct/moral character.** ~~and~~ The persons should preferably be young, energetic and possess a good health and sound mind. In any case such person must be free from all contagious diseases. No labour below the age of 18 years shall be employed /arranged for the work by the contractor. The candidates should preferably be under 35 years of age.
- 10.7. The award of the contract does not confer on the Contractor or any of his workers any right or claim, whatsoever for any subsequent direct/ indirect employment in NEEPCO.
- 10.8. The persons engaged by the contractor must not be found under the influence of alcohol and drugs within the plant and colony area during duty hour and also maintain decorum in the plant and colony area.
- 10.9. The Corporation bears no responsibility whatsoever towards the contractor's personnel for any loss / damage caused by any accident during the works. For any such eventuality the responsibility lies solely on the contractor.
- 10.10. **The contractor at his own interest and cost shall arrange for adequate workmen's compensation insurance to protect his workers against all claims applicable under workmen's compensation act 1948.**
- 10.11. 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 from 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 Provisions Act 1952.
 - e) Income Tax Act 1961.

- f) Assam Finance Act 1956.
 - g) Assam Sales Tax Act 1947.
 - h) Any other Act or statute having bearing over agreement of workers directly or indirectly for execution of work.
- 10.12. The Income Tax as may be payable under the provision of relevant Acts will be deducted at source
 - 10.13. The Contractor's personnel shall maintain strict discipline and harmony at the work site. The Corporations 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 himself or found incompetent or negligent or otherwise undesirable and the contractor shall remove such person(s) immediately and will provide proper replacement.
 - 10.14. The Contractor shall be solely responsible for arranging adequate safety of his personnel while at work and adhere to the relevant safety regulations.
 - 10.15. Temporary Gate Pass for entry into the work site will be provided in favour of the contractor and each of his workers for a period of three months initially to be renewed from time to time till the expiry of the contract period. No personnel shall be allowed entry without valid gate pass. The contractor shall apply for the temporary gate pass for his employees giving full details.
 - 10.16. The contractor should ensure that all workmen to be engaged for the works under this contract are thoroughly examined by the Physician and adequately treated as and when required.
 - 10.17. The contractor shall submit the list of workmen with photo and permanent address to the incharge of the Power Station.
11. **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, explosions etc.
 - b) Local disturbances and deteriorating Law & Order situation, bandh / industrial unrest of any nature.
 - c) 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.
 12. **Termination of contract:** The Corporation 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 been served upon him. The Corporation also reserves the right to terminate this contract if any condition other than FORCE MAJEURE warrants for 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 alongwith Tender Fee & EMD and the detailed offer in sealed envelope super scribed with "Tender against NIT No. KHEP/ 2013/ 196 Date: 24-10-2013" to the undersigned by means of registered post/by hand only under the bidder's letter head with details like complete address, telephone/ fax no., dealing person etc. and should reach this office on or before the due date. Offer received through fax / mail / telegram etc shall not be accepted.
14. No separate tender document shall be issued against this NIT.
15. The bids will be received and opened at the time and date mentioned below in presence of bidders or authorized representatives (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 bids: 03:00 P.M. of 25.11.2013**
 - ii) **Date and Time of opening of bids : 03:30 P.M. of 25.11.2013**
 In the case of any bandh/holiday on the above mentioned date, the bid will be received/ opened in the next working day at the same time as indicated above.
16. Bids received later than the prescribed time limit shall be disposed off as per Corporation's norms for late receipt of bids.
17. All texts and amounts of the bid shall be legibly written. The language and currency applicable are English and Indian currency respectively. In case of any discrepancy between figures and words, the amount indicated in words will be considered. In case of any discrepancy between unit rate and total amount, the total amount evolved by multiplying unit rate and quantity shall be considered. In case of discrepancy between lumpsum amount and breakup, the lumpsum amount shall prevail. In such case the bidder shall adjust the breakup as and when requested for billing purpose.

18. 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 acceptable.
19. Corporation reserves the right to cancel/terminate the contract at any time if the performance of the supplied manpower found to be unsatisfactory.
20. 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.

Manager (E/M),
Contract & Procurement(E)
KHEP, NEEPCO Ltd,
Umrongso, Dima Hasao, Assam.

