# | 150 9001, ISO 14001 | BS OHSAS 18001

### नॉर्थ ईस्ट्रर्न इलेक्ट्रिक पावर कॉरपोरेशन लिमिटेड

नारत सारकार का उपक्रन

#### NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A Government of India Enterprise)

### Office of the Head of Plant

Ranganadi Hydro Electric Plant

P.O. Ranganadi Project, Dist. Lower Subansiri, 791 119, A.P.

## Notice Inviting Tender No 04 / 2014-15 Dated 10/02/2015, Yazali

Sealed bids with validity of 180 (One Hundred Eighty) days are hereby invited by the undersigned on behalf of North Eastern Electric Power Corporation Ltd., for "<u>Disposal of Steel Scrap from the Central Store of Ranganadi H.E. Plant"</u>. The disposal shall be carried out on 'AS IS WHERE IS BASIS'". The items shall be sold to the highest bidder. The terms & conditions of the NIQ are given as below:

#### I. Scope of the Work:

The work includes "<u>Disposal of Steel Scrap from the Central Store of Ranganadi H.E. Plant</u>" on "as is where is" basis and as per clause II of NIT.

The work under the scope of contractor shall be deployment of transportation vehicle, lifting device, cutting device, engagement of unskilled labours, weighing of transport vehicle before and after loading without any extra cost to corporation.

#### II. TERMS AND CONDITIONS OF TENDER

1. Tenderer shall study carefully the terms and conditions of the tender given below. All conditions set out herein shall be binding on the tenderer, unless they conflict with any conditions expressly stated by the Corporation.

#### 2. Information regarding the Materials:

- **a.** The bidders are requested to positively inspect and examine the materials which are kept at Central Store of the Ranganadi H.E. Plant, Yazali during the working hours between 10:00 AM to 4:00 PM on working days <u>prior to submission of the bid</u> with prior permission with Sr. Manager (E/M), S&T.
- **b.** The bidders are to quote the rates in the prescribed format given as Section IV separately & submitted in a separate envelope as described in the Bidding Procedure.
- **c.** The Corporation bears no responsibility for lack of acquaintance of the site conditions, quality and quantity of the materials and any information relating thereto on the part of the tenderer.
- **d.** The successful bidder will have to lift the materials at his own expense, under the supervision of the Sr. Manager (E/M) S&T, RHEP or his authorized representative within the stipulated date of completion as specified in Clause 6 given in the NIT.
- **e.** Successful bidder is to lift the materials between 10:00AM to 04:00 Pm on any office working day only.

#### 3. Qualifying requirement:

The bidder should submit self-attested copies of the following as a part of the Qualifying Requirements.

- a) Copy of PAN No. card under Income Tax Act.
- b) Copy of the Valid Trading license of the firm/ bidder, indicating the bidder is entitled to deal in scrap materials
- c) Copy of the Valid VAT-TIN No

d) The Contractor shall submit a certificate for Financial Solvency amounting to the Bid Capacity which is ₹. 15,00,000.00 (Rupees fifteen lacs) only.

#### 4 **BID SECURITY/Earnest Money Deposit:**

- (i) The bidder shall furnish along with his bid, a Bid Security/Earnest Money Deposit amounting ₹ 1,50,000.00 (Rupees One Lac Fifty Thousand) only for General Contractor. In case of ST/SC Contractor this shall be ₹. 60,000.00 (Rupees Sixty Thousand) Only. The Bid security / EMD shall be in the form of Demand Draft/ Banker's Cheque/Bank Guarantee duly pledged in favour of Ranganadi H E Plant, NEEPCO Ltd , Yazali (SBI Yazali branch (RHEPA) code: 9917). Bid without requisite Bid Security/EMD shall be summarily rejected. Format of Bank Guarantee in lieu of EMD is enclosed.
- (ii) EMD submitted by successful bidder shall be retained as security deposit towards satisfactory execution of the order and will be adjusted as a part of biding amount.
- (iii) EMD of all unsuccessful bidders will be returned only after finalization of the bid.
- (iv) No interest shall be paid on the EMD submitted.

#### 5, Disposal procedure

- a. The successful bidder shall deposit the 'Quoted amount' in three parts within 1(one) month from the date of issue of order.
  - 1<sup>st</sup> part shall be 40% (forty percent) of the quoted amount. i)
  - 2<sup>nd</sup> part shall be 30% (thirty percent) of the quoted amount. 3<sup>rd</sup> part shall be 30% (thirty percent) of the quoted amount. ii)
  - iii)
- b. The successful bidder shall produce the documentary evidence of the payment made to the Sr. Manager (E/M), S&T, RHEP.
- c. On production of payment document Sr. Manager (E/M), S&T, RHEP shall issue lifting clearance.
- d. The bidder shall ensure the weighing of transport vehicle before and after loading of materials in presence of authorized representative of the Corporation in order to arrive the weight of the materials.
- e. The bidder shall ensure the transport of quantity of materials in proportionate to the amount deposited as per the Clause No. 6 (a).
- f. The materials shall be allowed to transport only after necessary formalities like issue of Security Gate Pass by the Sr, Manager (E), S&T, RHEP.
- g. The bidder shall not sub-let, transfer or assign the whole or any part of the work under the Contract to any third party.

#### 6. Time of completion

- a. The successful bidder shall commence the lifting within 15 (Fifteen) days from the date of deposit of the auction amount as per Clause No. 5 (a).
- b. The bidder shall complete the lifting within 30 (Thirty) days from the date of deposit of the auction amount as per Clause No. 5(a).
- 7. Lifting & Transportation costs: The Corporation shall not be liable for any assistance in lifting and subsequent transportation of the materials from the Central Store. All costs related to the lifting and transportation of the vehicles from Central store shall be borne by the bidder himself.
- **8.** Taxes, Duties & Levies: Bidders shall quote their rates against respective item specification inclusive of all Taxes and Duties. No extra charge on this account shall be paid by the corporation. The corporation will treat the quoted rates as final and inclusive of all components & taxes etc.

#### 9.1. Bidding Procedure:

a) Bid documents can be obtained from the Office of the Sr. Manager (E/M),C&P, RHEP, NEEPCO, Yazali, Arunachal Pradesh addressed to the Sr. Manager (E/M), C & P by

- paying a bid fee of ₹. 2,000.00 (Rupees Two Thousand only), in the form of Banker's cheque/ Demand draft, duly pledged in favour of 'NEEPCO Ltd'., Yazali, Lower Subansiri, Arunachal Pradesh. Our banker is S.B.I., Yazali 9917.
- b) Bid document can also be downloaded from the NEEPCO website <a href="www.neepco.gov.in">www.neepco.gov.in</a>. The cost of Bid document is to be enclosed in the form of Banker's cheque/ Demand draft, duly pledged in favour of 'NEEPCO Ltd'., Yazali, Lower Subansiri, Arunachal Pradesh. Our banker is S.B.I., Yazali 9917. Downloaded bid document without cost of Bid document shall not be considered.
- c) The duly filled bid document is to be submitted by the bidder personally or his authorized representative in the tender box kept in the Office of the HOP, RHEP within the specified date.
- d) Bids received through fax or e-mail shall not be accepted. Also, bids sent through courier or any other means will not be accepted.
- e) The details of the NIT should be super scribed on the top of the sealed envelope containing the Bid document. Also the bidder must sign all pages of the bid document.
- f) The Corporation shall not be responsible for any delay in delivery or loss of the Document during transit.

g) Address for communication: The Sr. Manager (E/M), C&P, RHEP, NEEPCO,

P.O. Ranganadi H.E. Plant, Yazali, A.P.-791119, Phone – 03809-222206, Fax – 03809-222212.

e-mail id: contracts.rhep@gmail.com

h) Validity of bid : 180 (One Hundred Eighty) days.

- i) The bids will be opened at the time and date mentioned below in presence of authorized representative (if any) of the bidders. In the event of holiday/bandh on the stipulated date, the receiving & opening date shall be the next working day.
- **9.2.** <u>Submission of Bid</u>: The bidder shall submit bid documents under the <u>Single-stage Two Envelope</u> bidding system as follows:
  - a) The First Envelope shall contain the Earnest Money Deposit as specified in the Cl. No. 4 along with the qualifying documents as specified in the Clause no 3 of this NIT. The Envelope shall be super scribed as "ENVELOPE –I" along with the NIT No.
  - b) The Second Envelope shall Contain the Price Bid as Specified in the format as described in the Price Schedule of item of the Tender Document. The Envelope shall be super scribed as "ENVELOPE –II" along with the NIT No.
  - c) Both the first & second envelopes are to be put in a single envelope. The Envelope shall be super scribed with the NIT No. and tender subject.
  - d) Rate as quoted by the bidder against a respective item shall be "FIRM" till completion. No Change of quoted rates will be admissible under any circumstances.

Bidders are to quote unit rates in numerical figures and words for the items indicated against each item given in Price Schedule of item of this bid document. The tendered amount shall be legibly written in English in ink, in Indian currency both in numerical figures and words. In case of any discrepancy between figures and words, the rates in words will govern and considered for evaluation and award of work.

- **10.** The date for receiving & opening of bid: The bids shall be opened at the time and date mentioned below in presence of authorized representative (if any) of the bidders.
- (i) Last Date and Time of receipt of Bid in the office of the undersigned: up to 13.00 Hrs of 10.03.2015

(ii) Date and Time of opening of Bid: 10.03.2015 at 15.00 Hrs

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#### 11. Reserve Price:

The total reserve price of items is ₹. 52,97,958.00 (Rupees Fifty Two Lacs and Ninety Seven Thousand Nine Hundred and Fifty) Only.

#### 12. Right to vary quantities:

The Corporation reserves the right at the time of award of contract to increase or decrease the required quantity of Materials specified in the Price Schedule of items of the bid document without any change in the unit rate offered by the bidder. In case of any deviation in the quantity assessed, the total amount shall be arrived considering the revised quantity and quoted rate of the successful bidders and shall be adjusted with the amount already deposited.

On finalization and in the event of negative deviation of quantity and the amount deposited is higher than the deposited amount then the balance amount shall be refunded to the bidder and vice versa.

#### 13. <u>Undertaking/Check List:</u>

The bidders shall not have been blacklisted by any Govt./Govt. agency in India. Self-declaration as per Annexure-I shall be submitted along with the bid. This, however, does not relieve the bidder of his responsibility to make sure that his bid is otherwise complete in all respects.

#### 14. Liquidated damage:

In case of delay in lifting and transportation of material as per Clause No. 6 LD @ 0.5% (Zero Point five percent) per week of delay subject to a maximum of 10% of the unexecuted value shall be applicable subject to force majeure.

#### 15. Force Majeure:

The term "Force Majeure" shall, herein, mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake, lightning, fires not caused by Contractor's negligence and other such cause over which the Contractor has no control and are accepted as such, by the Engineer-in-Charge, whose decision shall be final and binding.

#### 16. Arbitration:

If any dispute or difference of opinion whatever shall arise between the Corporation and the Contractor 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. All suits arising out of this **Auction Order** if any are subject to **the Jurisdiction in the city of Itanagar only.** 

The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Head of Project RHEP NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor under Indian Arbitration and Conciliation Act, 1996 (Act.No.26 of 1996) and any Rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection

17. The Corporation does not bind itself to accept the highest tender and reserves the right to reject any or all tenders without assigning any reason thereof in the interest of the Corporation.

-Sd-Sr. Manager (E/M), C&P RHEP, NEEPCO Ltd. Yazali.

#### **SELF DECLARATION**

#### NIT No. 04/2014-15, dtd. 10-02-2015

### Subject: - <u>Disposal of Steel Scrap from the Central Store of Ranganadi H.E. Plant on "AS IS WHERE IS BASIS"</u>

| 1.  | Name and Address of the Bidder: -   |  |  |  |  |  |
|---|---|--|--|--|--|--|
|   |   |  |  |  |  |  |
| 2   | Status of the Bidder:-  |  |  |  |  |  |
| 3.  | (i.e sole proprietor or Partnership firm or a company or Govt. Department or Public Sector Organization) Whether current copy of the Trade license indicating entitlement to deal in scrap materials is |  |  |  |  |  |
|   | enclosed (Yes/No):-   |  |  |  |  |  |
| 4.  | Whether copy of the PAN Card is enclosed (Yes / No):  |  |  |  |  |  |
| 5.  | Whether valid Sales tax Registration Certificates is enclosed (Yes / No):   |  |  |  |  |  |
| 6.  | Whether Documents in support of Financial Solvency Certificate is enclosed (Yes / No):  |  |  |  |  |  |
| 7.  | Whether each page of the Detailed Bid Document and its supporting documents have been signed and sealed by the bidder (Yes / No):   |  |  |  |  |  |
| 8.  | Any other information important in the opinion of the Tenderer .  |  |  |  |  |  |
|   | NDERTAKING:  I / We declare/undertake that I / We have carefully studied all the Terms & Conditions and   |  |  |  |  |  |
| understood the "Parameters and Technical Specifications" of the proposed Auction at abide by them.  |   |  |  |  |  |  |
| 2.  | I / We further declare/ undertake that the information given in this tender are true and correct  |  |  |  |  |  |
| in all respects and I / We hold the responsibility for the same.  3. I/we declare/undertake that no PSU/Govt. Organization have black listed me/us. |   |  |  |  |  |  |
|   |   |  |  |  |  |  |
|   |   |  |  |  |  |  |
| Da  | te. (Signature of the Bidder with Stamp of the firm)  |  |  |  |  |  |

### PRICE SCHEDULE

NIT No.: - 04/2014-15, dtd. 10-02-2015

## Subject: - <u>Disposal of Steel Scrap from the Central Store of Ranganadi H.E. Plant on "AS IS WHERE IS BASIS"</u>

| Sl.No. | Description of Items. | Unit       | Quantity in | Rate in ₹. |          |
|--------|-----------------------|------------|-------------|------------|----------|
|        |                       |            | MT          | In Figure  | In words |
| 1.     | Steel Scrap.          | Metric Ton | 294.331     |            |          |
|        |                       |            |             |            |          |
|        |                       |            |             |            |          |
|        |                       |            |             |            |          |
|        |                       |            |             |            |          |
|        |                       |            |             |            |          |

-Sd-Sr. Manager (E/M), C&P RHEP, NEEPCO Ltd. Yazali