

TECHNICAL BID

Name of Work: Transformer repairing work at NESAC Residential complex and servicing of other transformers at NESAC premises of 500 kVA each.



भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA
Ph No. 0364-2570774, Fax- 0364- 2570139

PART-I TECHNICAL BID

Name of Work: Transformer repairing work at NESAC Residential complex and servicing of other transformers at NESAC premises of 500 kVA each

NIT No: **NESAC/DIR/CMD/250/2024** dated 25.06.2024

Name of the tenderer:

Address:

Contact No.

Email ID:

Date:



भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE
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निविदा सूचना सं. Tender Notice No NESAC/DIR/CMD/250/2024 दिनांक/ dated 25.06.2024

1. Director, NESAC invites sealed item-rate for the following work.

Sl.No	Description Details	
1.	कार्य का नाम /Title of work	Transformer repairing work at NESAC Residential complex and servicing of other transformers at NESAC premises of 500 kVA each
2.	निविदा की अनुमानित लागत /Estimated cost put to tender	Rs. 4, 30, 785/-.
3.	कार्यदेश जारी करने के 15वें दिन से हिसाब लगाते हे कार्य समाप्ति का अवधि, माह में /Period of completion in months reckoned from the 15 th day of date of issue of work order.	45 (forty five) days
4.	Period during which the request for tender document can be made.	27.06.2024 to 08.07.2024
5.	निविदा प्राप्त करने की अंतिम तिथि एवं समय /Last date and time for receipt of tenders.	09.07.2024 up to 11:00 hrs
6.	निविदा खोलने की अंतिम तिथि एवं समय /Due date and time of opening of tenders.	09.07.2024 from 11:30 hrs
7.	बयाना राशि जमा (ई.एम.डी) /Earnest money deposit (EMD)	Rs 8, 615/-



2. Eligibility Criteria for Issue of Tender Documents: –

Tender documents will be issued only to those who satisfy the following eligibility criteria:

Sl. No	Eligibility Criteria	Documentary proof for the eligibility (Self attested copies to be submitted)
1	<p>गत सात वर्षों के दौरान निम्नलिखित कार्यों को संतोषजनक रूप से पूरा किया हो /Should have satisfactorily completed the works as mentioned below during the last Seven years.</p> <p>i. तीन समान प्रकृति के कार्य, जिनकी लागत 40% से कम न हो अर्थात् रू. 1, 72, 314.00 /Three similar works each costing not less than 40% or Rs 1, 72, 314.00 (या/or)</p> <p>दो समान प्रकृति के कार्य, जिनकी लागत 60% से कम न हो अर्थात् रू. 2, 58, 471.00 /Two similar works each costing not less than 60% or Rs 2, 58, 471.00 (या/or)</p> <p>ii. एक समान प्रकृति के कार्य, जिनकी लागत 80% से कम न हो अर्थात् रू. 3, 44, 628.00 /One similar work costing not less than 80% or Rs 3, 44, 628.00</p>	<p>i. कार्य अनुभव प्रमाणित करने हेतु संबंधित प्राधिकारी द्वारा जारी कार्य आदेशों का प्रमाणित प्रति एवं कार्य समापन प्रमाणपत्र /Certified copy of work orders and completion certificates issued by the authority concerned to establish work experience.</p> <p>ii. प्राइवेट पार्टियों द्वारा जारी कार्य समापन प्रमाणपत्र टीडीएस (टैक्स डिडक्टेट एट सोर्स) प्रमाणपत्र द्वारा समर्थित होना चाहिए /Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates.</p>
	<p>टिप्पणी/Note:</p> <p>i. Similar work shall mean <u>Execution of maintenance of Transformer / HT line work, etc</u></p> <p>निष्पादित कार्यों का मूल्य, कार्य पूर्ण होने की तिथि से बोली जमा करने की अंतिम तिथि तक गणना कर प्रति वर्ष 7% की साधारण दर पर कार्य की वास्तविक कीमत को बढ़ाते हुए वर्तमान लागत स्तर पर लाया जाएगा। उप ठेका या कार्य के रूप में निष्पादित कार्य पात्रता /The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to last date of receipt of application for bids. Work executed as sub-contract or joint-venture will not merit for eligibility/evaluation</p>	
2	<p>The tenderer should possess the following:</p> <p>i. Schedule Tribe certificate for tribal resident in Meghalaya state. OR, ii. Trade license from Khasi Hills Autonomous District Council (KHADC) for others.</p>	<p>From Competent Authority</p> <p>Shall be submitted along with the tender</p>
3	<p>The participating agency / contractor shall possess valid electrical contractor's license issued by Central or State electricity authority.</p>	<p>Certified copy of valid Electrical contractor's license (of the main bidder or sub-contractor depending on the proposed mode of execution) shall be submitted along with tender.</p>

3. Issue of tender documents on the basis of the documentary eligibility alone will not make a tenderer eligible for participating in the bidding. The documents furnished by the tenderers will be subjected to verification subsequently by Department. If found not meeting the requirement, such offers will be rejected.



4. (a) Tenders should be accompanied with Earnest Money Deposit for value specified in Para 1 above, in the form of Deposit at Call receipt/ Term Deposit Receipt of any Scheduled Bank issued in favour of **Director NESAC, Umiam, Meghalaya, payable at SBI, Barapani** (or) in the form of Bank guarantee issued by a scheduled bank. Earnest Money Deposit shall be valid for **180 days** from the due date of receipt of tenders.

(b) The MSME units claiming exemption of Tender cost/ EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued by District Industries Centre (DIC) / Khadi & Industries board (KVIB)/ Coir band / National small industries commission (NSIC) / Directorate of Handicrafts and handlooms or any other body specified by ministry of MSME. The memorandum/certificate shall be valid as on due date/ extended due date of the tender.

5. Tenders should be submitted in three sealed covers as below,

Cover i. Containing Earnest money Deposit -This cover shall be super-scribed with 'Earnest money Deposit' and also the name of the work, NIT number and name of tenderer. Tenders without requisite EMD with full validity as specified in Para (4) above will be summarily rejected. The MSME units claiming exemption of tender cost/ EMD should submit attested hard copy of MSME UDYOG ADHAR MEMORANDUM or registration certificate as indicated in para 4 (b)

Cover ii. Containing Techno-Commercial bid -This cover shall be super-scribed with 'Technical & Commercial Bid' and also the name of the work, NIT number and name of tenderer. This cover shall contain the full set of tender documents issued to the tenderer, (except the price bid – which should be in cover iii), duly filled in and signed. In case the tenderer intends any observation / comments / remarks on Departmental conditions and specifications, the same shall be brought out in the technical & commercial bid. Or else a confirmation that the tenderer agrees to the terms and conditions and specifications of the tender 'in toto' shall be enclosed.

Cover iii. Containing price bid – This cover shall be super-scribed with 'Price Bid' and also the name of the work, NIT number and name of tenderer. The tenderers shall quote rates in figure as well as in words and amounts tendered by them. The amount for each item shall be worked out and requisite amount given. All corrections shall be attested by the dated initials of the tenderer. The rates shall be filled only on the price bid format furnished along with the tender document. Any conditions in the price bid will make the price bid invalid and liable for rejection.

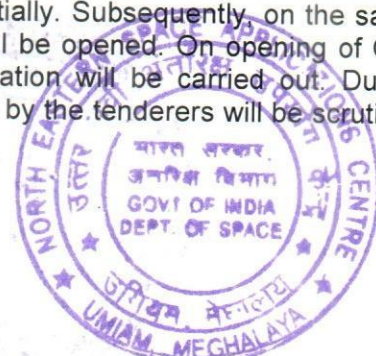
All the three covers mentioned above shall be put in another sealed cover super-scribing the name of work, NIT number and Name of Tenderer. Tenders submitted in any other manner will be rejected.

6. Price shall be quoted only on the price schedule / bill of quantities forming part of the original set of tender documents issued by Department and returned in original in cover (iii) specified in Para 5 above.

7. Tenderers shall sign all the pages of Technical & Commercial bid and Price bid without fail. The original full set of tender document, duly filled in at required pages should be returned along with the tender.

8. Tenders will be received and opened at the Office of **Director NESAC, Umiam, Meghalaya** on the stipulated date and time specified in Para 1 above. Delayed and late tenders will be summarily rejected. Tenders will be opened in the presence of attending tenderers or their authorized representatives.

9. On the due date of opening, the Cover (i) will be opened initially. Subsequently, on the same day Cover (ii) of those tenderers who furnished valid EMD only will be opened. On opening of Cover ii, Technical & commercial bid, further detailed scrutiny / evaluation will be carried out. During the evaluation of techno-commercial bids, the documents furnished by the tenderers will be scrutinized in



detail. Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing. The price bid of only those tenderers who have been qualified during the scrutiny and technical evaluation will be opened separately on a specified date (with due intimation to the qualified bidders) and further processed, as per tender procedure/ stipulations.

10. Earnest money of the successful contractor will be converted into Performance guarantee. On completion of the work, the same will be returned

11. Intending tenderers may inspect the site before submitting the tenders, with the prior permission of Director, **NESAC, Umiam, Meghalaya**.

12. The tender accepting authority on behalf of Director, NESAC is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

13. The tender accepting authority on behalf of Director, NESAC also reserves the right to alter the scope/ or reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account.

14. The tender accepting authority on behalf of Director, NESAC reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

15. Canvassing directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

16. The tender accepting authority reserves the option to give preferences to the offers in accordance with the policies of the Government from time to time.

17. The contractor shall not be permitted to tender for works in the Division of that particular Centre of the Department responsible for award and execution of contracts for which his/her near relative is working. He/she shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Department of Space. Any breach of this condition by the contractor would render him liable for rejection of tender or cancellation of contract.

18. The tender should be valid for **minimum period of 120 days** from the due date of receipt of the tender specified in Para 1 above. If any tenderer withdraws the offer within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the Earnest Money Deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

19. On concluding the tender, an agreement shall be drawn with the successful tenderer.

20. **The part of the said work is to be taken up inside NESAC Office Campus which is under CISF control.**

Therefore, following points are to be noted:-

- (a) List of Staff and labour along with ID proof are to be submitted before commencement of work.
- (b) Supplying working hour from 0900 hrs to 17.00hrs. Beyond the said timing separate permission are to be accorded in advance from the competent authority with valid reason.

Sd/-

निदेशक, एनईसैक/
Director, NESAC



DECLARATIONS BY THE TENDERER/ CONTRACTOR

1. I hereby declare that I have gone through clearly and understood the General Conditions of Contract for Minor and Maintenance works along with the schedules (schedules G, H and I) and other relevant formats (formats 1 to 5) uploaded in website at <http://www.isro.gov.in/tenders>.
2. The tenderer are requested to meticulously go through the following clauses in particular.

Clause No.	Description	Page. No
Clause 1	Performance Guarantee	E-18
Clause 2A	Compensation for Delay	E-18
Clause 3	Determination of Contract	E-18
Clause 3A	Closing of contract by either party	E-20
Clause 4	Contractors remain liable to pay compensation even if action is not taken under clause 3.	E-20
Clause 5	Time & Extension for Delay	E-21
Clause 6	Measurement of work done	E-22
Clause 6A	Computerized Measurement Book	E-23
Clause 7	Payment	E-25
Clause 8	Completion certificate	E-26
Clause 8A	Contractor to keep site clean.	E-26
Clause 9	Payment of final bill	E-27
Clause 9A	Payment of contractor's bill to banks	E-27
Clause 10A	Materials to be provided by the Contractor	E-27
Clause 10D	Dismantled materials belong to Government	E-28
Clause 11	Works to be executed in accordance with specification, drawings, orders etc.,	E-29
Clause 11A	Action where no specification.	E-29
Clause 12	Deviations/ Variations, Extent and Pricing	E-29
Clause 13	Foreclosure of Contract due to abandonment or reduction in scope of work	E-31
Clause 15	Suspense of works	E-31
Clause 16	Action in case of work not done as per specification	E-31
Clause 16A	Notice to be given before covering up.	E-32
Clause 17A	Contractor liable for damages, defects during maintenance period.	E-33
Clause 18	Contractors to supply tools and plants.	E-33
Clause 18A	Recovery of compensation paid to workmen	E-34
Clause 18B	Ensuring payment and amenities to workers if contractor fails.	E-34
Clause 19	Labour Laws/ Safety Provisions to be Complied by the Contractor	E-34
Clause 20	Minimum wages act	E-35
Clause 21	Work not to be sublet. Action in case of insolvency.	E-35
Clause 22	Compensation payable are without reference to actual loss or damages.	E-35
Clause 23	Change in firm's constitution to be intimated.	E-35
Clause 25	Settlement of Disputes and Arbitration.	E-36
Clause 25A	Settlement of dispute between CMG/ CMD & Central Govt.	E-37
Clause 28	Renumbered as Clause 11A	



Clause 29	Withholding and lien in respect of sums due from Contractor.	E-38
Clause 29A	Lien in respect of claims in other Contracts	E-39
Clause 30	Termination of Contract on death of contractor	E-39
Clause 31	Water Supply	E-39
Clause 32	Electricity	E-40
Clause 36	Employment of Graduate/ Diploma Engineers	E-41
Clause 39	Relative working with Department	E-41
Clause 40	Restriction for employing retired Government Servant	E-41
Clause 46	Settlement of claims for compensation in case of Accident	

Date:

Signature of tenderer/ Contractor

Place:

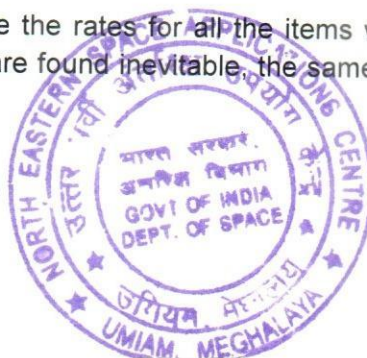
with Name and legal address

Contractors Stamp & Seal



IMPORTANT CONDITIONS OF CONTRACT

1. The intending tenderer should submit the tender in complete shape i.e. all conditions should be fulfilled and rates shall be quoted both in figures and words. Any corrections in rates should be duly initiated by the tenderers.
2. "Memorandum items rate tender" should invariably be signed by the tenderer. In token of having gone through the various aspects of tender documents all the pages should be signed and stamped, including the enclosed pages, while submitting their offers.
3. Earnest Money Deposit (EMD) in the prescribed form shall be submitted in hard copy form within stipulated date and time, and tenders without EMD are liable to be rejected.
4. Clause 10CC of above condition is not applicable for this tender.
5. The tenderer shall return the tender documents in full even if a blank tender is submitted.
6. Labour campus will not be permitted to be build within the fenced area of the Department. However a suitable place will be identified by the Department only to construct Temporary office-cum-cement stores shed of the contractor for the duration of work and shall be demolished and site cleared on completion of work.
7. Whenever instructions are issued contemplating extra / substitute items, it will be treated as an order on the contractor.
8. If there is any delay by the Department in arranging clearances for supplying work, the contractor is eligible only for extension of time. The contractor shall be always in touch with the Department and ascertain when such clearances will be used and accordingly arrange labour and machinery.
9. Under no circumstances compensation due to any idle labour, or machinery or loss of profit due to the delay by Department shall be claimed.
10. The contractor of this work should work in co-operation with all other agencies likely to work in this area / site. The contractor shall not cause inconvenience to other contractor / (s) working there and shall not have any claim against the Department, if there is any delay / hindrance cause to this work by other agencies except for suitable extension of time, if felt reasonable by the engineer-in-charge and any hindrance caused by other agency working in the same site should be brought to the notice of engineer-in-charge immediately on occurrence.
11. At the commencement of the work, the contractor shall intimate the Engineer-in-charge about the name of the person whom he wished to keep as site engineer along with documentary evidence on the qualification, year of passing etc., of the Engineer.
12. Contractor shall arrange proper and safe of all the materials / equipment either brought by the contractor or supplied by the Department. In case of any damage due to cyclone, earthquake or any other phenomena on which Department has no control, it is the responsibility of the contractor to make good the losses or damages and no claim on the department shall be entertained in this regard.
13. Normally Tenderers are requested to take care to quote the rates for all the items without any corrections/ overwriting. If any corrections / overwriting are found inevitable, the same should be attested by full signature of the contractor with date.



14. All such corrections made in the tender by the tenderer should be tabulated and entered in a format and that format should be signed by the tenderer.
15. The tenderer should note that only the corrections / over writings entered in the format shall be taken into consideration by the Department and the tender will be decided accordingly.
16. The tenderer should note that if any tenderer found not following that above stand the risk of getting his tender rejected by the Department without assigning any reason.
17. "It must be noted that the original contracts on whom the work the order is issued only should carry out the work directly and no power of Attorney Holder of the Contractor shall be allowed to carry out the work. As a special case, in case of a partnership firm, one of the partners can be the power of Attorney Holder and carry out the work, provided the partnership deed to the above effect is submitted to the Department. Similarly in case of a public limited company, any of the senior employee of the company duly authorized by competent person of the company may be authorized to act as a Power of Attorney Holder to carry out the work. All such proposals must be made clear by the tenderer while submitting the tender itself and got specifically approved by Department. In case, during the execution if the Engineer-in-charge feels that the Power of Attorney Holder is not able to manage works, the contractor will arrange to remove the Power of Attorney Holder immediately as per the instruction of Engineer-in-charge.

Signature of the Contractor's.

Name & Address:



Item Rate Tender for Works

Memorandum

- a) Tender Notice No, Date and Title of work Transformer repairing work at NESAC Residential complex and servicing of other transformers at NESAC premises of 500 kVA each.
- b) NIT No: DIR/NESAC/CMD/250/2024 dated: 25.06.2024
- c) Estimated cost Rs 4, 30, 785/-.
- d) Earnest Money Rs 8, 615/-
- e) Performance guarantee: EMD will be converted to PG
- f) Time allowed for completion of the work from the 15th day of issue of work order: 45 (forty five) days.

1./ We hereby tender for the execution for the Director, NESAC for the work specified in the this Written Memorandum and the notification inviting tender (NIT) within the time/s specified in the Memorandum at the rates specified in the attached schedule of quantities (schedule A) on page and in all respects with these specifications, design, drawings and instructions in writing referred to in Rules hereof and in clause 11 of the General conditions of Contract (GCC) and with such materials as provided for by and all other respects in accordance with such conditions so far as applicable.

2. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of General conditions of contract (GCC) and General Guidelines to be read in conjunction with GCC, annexed here to and all the terms and provisions contained in NIT, which has been read by me/ us and explained to me/ us so far as applicable or in default thereof to forfeit and pay to the President of India or the successors in Office the sums of money mentioned in he said conditions.

3. A sum of Rs..... is hereby forwarded by crossed D.D, Fixed deposit, Bank Guarantee by approved Scheduled bank, Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest Money. If I/ We fail to commence the work specified in the above Memorandum, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.

4. In the event of accepting my/ our offer by Department, I/ We agree to revalidate the earnest money deposited as Performance Guarantee within 15 days from the date of issue of letter of intent/ work order. In case, if I/ We fail to revalidate the same within the period specified including the extended period if any, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.

5. I/ We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the General conditions of Contract (GCC)

6. I/We hereby declare that I/ We shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate the same or use the information in any matter prejudicial to the safety of the country.

7./ We declare that I/We possess a copy of the Specifications of Civil Engineering works/ Specification for Electrical works/ Specification for Air conditioning works of Construction and Maintenance Group, _____ Department of Space, Government of India, I/We have signed the Master copy of the Specifications available in the office of the Group Head CMG/ Head CMD, in token of noting the contents therein.



I/We also declare that I/We have perused in detail and examined closely the specifications and I/We agree to be bound by and comply with all such specifications for this work.

I/We declare that the work will be carried out as per the specification in tender document and as per the specifications said above. The items of work not covered in the specifications said above will be carried out as per the specifications in the relevant CPWD specifications, and if not covered in CPWD specifications the work will be carried out as in the relevant specifications of Bureau of Indian Standard, and if not covered in any of the above, the work will be carried out as directed in writing by the Engineer-in-charge.

8. I/We declare that I/We..... are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity that has prepared the design, specification and other documents for the project for which tenders are invited.

I/We also declare that I/We are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity who has been engaged by the Department to provide consulting services for the preparation of supervision of the works for which tenders are invited.

I/We declare that the rates quoted by me/us are on the basis of the above.

Dated theday of20.....

Witness

Address

Occupation

Signature of
the tenderer/ Contractor



DEFINITIONS

- 1. CONTRACT:**
The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, design, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 2. CONTRACTOR:**
The 'Contractor' means the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.
- 3. GOVERNMENT:**
'Government' or 'Government of India'
- 4. DEPARTMENT:**
'Department' means Department of Space, Government of India.
- 5. ENGINEER-IN-CHARGE:**
The 'Engineer-in-charge' means the Engineer-SF/ Engineer-SE/ Engineer-SD, as the case may be, or the appropriate competent authority declared by the Government who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Director, NESAC.
- 6. WORK (S):**
The expression 'Works' or 'Work' shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- 7. SITE:**
The 'Site' means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- 8. MARKET RATE:**
'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site including applicable taxes, duties and also the transportation charge to where the work is to be executed plus the percentage mentioned in schedule 'F' to cover all overheads and profits.
- 9. SCHEDULE (S):** 'Schedule(s)' referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers.
- 10. SCHEDULE OF RATES (SOR):**
'Schedule of Rates' of the Department mentioned in the schedule 'F' here under, with the amendments thereto issued upto the date of receipt of tender.
- 11. TENDERED VALUE:**
'Tendered Value' means the value of the entire work as stipulated in the letter of award or work order.



SCHEDULE 'F' - REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Name of work: Transformer repairing work at NESAC Residential complex and servicing of other transformers at NESAC premises of 500 kVA each

1.	Estimated cost of work	Rs 4, 30, 785/-.
2.	Earnest Money	Rs 8, 615/-
3.	Security Deposit	Rs 8, 615/-

REF: CLAUSE 1 OF GCC: PERFORMANCE GUARANTEE	
(i) Time allowed for revalidating the earnest money as performance Guarantee, from the date of issue of letter of acceptance.	-
(ii) Maximum allowable extension beyond the period provided in (i) above	-
REF: CLAUSE 2A OF GCC: COMPENSATION OF DELAY	
Authority of fixing compensation under clause 2A	Director, NESAC, Umiam
REF: CLAUSE 5 OF GCC: TIME & EXTENSION FOR DELAY	
Number of days from the date of issue of letter of Acceptance for reckoning date of start	As per work order
Time allowed for execution of work	45 (forty five) days

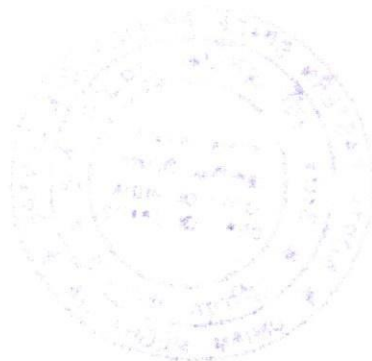
REF: CLAUSE 6 & 6A OF GCC: MEASUREMENT OF WORK DONE AND COMPUTERIZED MEASUREMENT BOOK
Clause applicable: 6A

REF: CLAUSE 12 OF GCC: DEVIATIONS/ VARIATIONS, EXTENT AND PRICING

REF: CLAUSE 16 OF GCC: ACTION IN CASE OF WORK NOT DONE AS PER SPECIFICATION
Competent Authority for deciding reduced rates: Director, NESAC, Umiam

REF: CLAUSE 25 OF GCC: SETTLEMENT OF DISPUTES AND ARBITRATION

Law court of Jurisdiction : Shillong



Scope of work:

1. An advance intimation of rectification and servicing may be given so necessary arrangement for backup power will be done from department.
2. The contractor is responsible for supply of all genuine parts and consumables as specified and approved by EIC.
3. Contractor may deploy enough manpower for carrying out the work
4. All required consumables, working tools, crane and transport arrangement for taking out the transformer and carrying out the servicing shall be done by the contractor.
5. As this work includes Rectification of 500kVA transformer which is in breakdown condition. The vendor is responsible for deploying a experienced skilled manpower for carrying out the job of rectification without hampering the other structures in the premises.
6. The job involves replacement of failed HV winding which was primarily detected during physical inspection. If any other minor faults were detected during the rectification work it may be rectified at same cost.
7. The work involves the servicing of transformer's which involves oil filtration, BDV testing, minor rectification if any, sealing any leaks, replacing the silica gel breather, as required and instructed by EIC. After completion of work a service report for the same may be submitted with BDV oil test reports before and after the oil filtration.
8. The job involves fixing end terminations as mentioned in SOQ, cutting of cables, removing insulation, making end terminations, fixing lugs as mentioned in SOQ as required and instructed by EIC.
9. The contractor may work in co-ordination with Electricity board (MePDCL) for rectification and charging of HT line from electricity board. Contractor may accord all the approvals and necessary clearances from Electricity board for turning on of repaired transformer.

Additional Terms and Conditions:

1. No additional charge for loading, unloading of materials apart from the items mentioned in tender, contractor shall arrange from his end.
2. All the materials/spares to be purchased should be genuine parts from OEM or Authorized OEM outlets only.
3. After successful completion contractor should attend any number of breakdown calls from NESAC for a period of 6 months; no additional charge will be paid by NESAC in this regard.
4. NESAC reserves the right for increase/decrease in quantity or completely delete any item based on requirement.
5. Contractor shall provide all the necessary manpower, tools for working, safety gadgets and required accessories for carrying out the work.
6. After completion of work and contractor may ensure that all the parameters to be in limits as per standard.
7. Contractor is liable to deploy a skilled manpower for the said work and ensure that work to be completed by abiding all the terms and conditions as mentioned above.
8. Payment will be done on successful completion of work by providing the service report.
9. Failure of contractor: The Department reserves the right to revoke the contract in part or in full or entrust the contract with any other contractor in case the contractor fails to complete the work. The contractor shall be responsible for any loss to the Department as a result of non-compliance of the contractual obligations and breach of trust.
10. The contractor shall duly comply with all the requirements of the labour laws viz., the minimum wages Act, wherever it is applicable, Contract labour (regulation and Abolition) Act. Workmen's Compensation Act, Provident fund Act and rules made there under. The contractor shall be responsible for Employees State Insurance Act and other Acts as applicable from time to time for their service providers and shall keep Department fully indemnified and harmless against any legal action or court proceeding, law and order situations, costs or claims, loss or any liability arising in the course of execution of the work envisaged under this contract.



11. The contractor shall abide by the rules and security regulation of the Department issued from time to time.
12. The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to Employees deployed for maintenance. The Department shall, in no way, be responsible for settlement of such issue whatsoever.
13. The Department shall not be responsible for any damages, losses claims Financial or other injury to any Employees/manpower deployed by the Contractor in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The work shall be carried out and completed in stipulated time mentioned in work order. NESAC is not responsible for any delay caused due to non availability of consumables, materials or manpower.
15. The contractor is responsible for any damage or loss created due to human negligence and the same shall be rectified by the contractor within stipulated time as NESAC operates 24x7 an utmost care to be taken by service provider for minimizing the faults or damages and no additional cost will be paid in this regard.



SECURITY REGULATIONS

The contractors have to follow strictly the regulations of the Department at the work site regarding entry of personnel, material etc., and any other regulation that might be enforced from time to time. Contractor's personnel / workers should possess valid passes and should produce the passes to Security / departmental authorities when demanded. Contractor's personnel / workers should not enter the Departmental premises, other than those for which the passes are issued and also should not enter after / before working hours without obtaining prior approvals. Any person found in the departmental Premises without authorized Passes, during before or after working hours is liable for action as per the Departmental Procedure and rules.

All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly no material shall be taken out from the Departmental Premises without proper gate pass which will be issued/caused to be issued by the Engineer-in-charge to the contractor on written request. It is to be noted that loading to contractors materials in vehicles and trucks shall be done in the presence of Departmental personnel. The contractor(s) representative will have to escort the materials till the security check is over.

For working on Sundays, Holidays and later hours, even though permission will be accorded by the Engineer-in-charge, the contractor will have to make application to the security Department also and keep the informed well in advance.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of non-observation of Security Regulations.

Signature of the Tenderer.

Name & Address:



