



ISO: 9001, 14001,
OHSAS: 18001

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड
भारत सरकार का उपक्रम

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(A Government of India Enterprise)
OFFICE OF THE EXECUTIVE DIRECTOR (Material Management)
NEEPCO BHAWAN, R.G.BARUAH ROAD,
GUWAHATI-781005, ASSAM

**DETAILED BID DOCUMENTS
FOR**

Supply of Portland Slag Cement (PSC) conforming to IS : 455/1989, Ordinary Portland Cement (OPC -43 Grade), conforming to IS: 8112-1989, Portland Pazzolana Cement (PPC) conforming to IS : 1489, pt-1 (fly ash based).

NIB NO. ED/MM/Tech-15/2012-13/01 Dated 23.04.12

OFFICE OF THE EXECUTIVE DIRECTOR (Material Management)
NEEPCO BHAWAN, R.G.BARUAH ROAD,
GUWAHATI-781005, ASSAM
Tele. No 0361-2201586
Fax 0361-2203187, 2201608
Web – www.neepco.gov.in

DETAILED NOTICE INVITING BID FOR

Supply of Portland Slag Cement (PSC) conforming to IS : 455/1989, Ordinary Portland Cement (OPC -43 Grade), conforming to IS: 8112-1989, Portland Pazzolana Cement (PPC) conforming to IS : 1489, pt-1 (fly ash based) for the Tuirial Hydro Electric Project, Mizoram.

Complete filled up detailed non-transferable Bid Documents shall be opened in presence of intending Bidders or their authorized representatives, if any, at **15.00 Hours of 15.05.2012** in the O/O the Executive Director (MM), NEEPCO Ltd., R.G.Baruah Road, Guwahati-781005.

Detailed NIB issued to M/s _____

Issued by _____

Dated, Guwahati
the _____

Executive Director (MM)



ISO 9001, 14001,
OHSAS 18001

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड भारत सरकार का उपक्रम

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)

OFFICE OF THE EXECUTIVE DIRECTOR

(MATERIAL MANAGEMENT)

NEEPCO BHAWAN, R.G.BARUAH ROAD, GUWAHATI-781005

PH: 91-361-2201586 :: FAX: 91-361-2203187

Website: www.neepco.gov.in,

SHORT NOTICE INVITING BID (NIB)

NIB No. 01 Dated 23.04.2012

Sealed Bids are invited from eligible Bidders by the undersigned on behalf of North Eastern Electric Power Corporation Ltd. for the work of **Supply of Portland Slag Cement (PSC) conforming to IS:455/1989, Ordinary Portland Cement (OPC-43 Grade) conforming to IS: 8112-1989, Portland Pozzolana Cement (PPC) conforming to IS:1489, pt-1 (fly ash based)** for the Tuirial Hydro Electric Project, Mizoram. The value of the Earnest Money Deposit (EMD) for the aforesaid work shall be Rs 5,00,000.00 (Indian Rupees Five lakhs) only. Detailed Bid Documents may be downloaded from NEEPCO website with effect from 04.05.2012 for which Bid Fee of Rs. 5000.00 (Rupees five thousand) only in the form of Demand Draft/Banker's Cheque drawn in favour of NEEPCO Ltd., payable at Guwahati shall compulsorily accompany with the Bids at the time of submission. Alternatively, detailed Bid Documents may be obtained from the Office of the Executive Director (Material Management), NEEPCO Bhawan, R.G.Baruah Road, Guwahati-781005, Assam, India from 10-00 Hours to 17-00 Hours with effect from - **04.05.2012 to 11.05.2012** either in person or by post, on submission of written application to the undersigned along with Bid fee, as mentioned above. Last date and time for submission of Bids is 15.05.2012 up to 12-30 Hours

For Detailed Notice Inviting Bid, scope of work, Qualifying Criteria and other details, prospective Bidders may visit NEEPCO website: www.neepco.gov.in.

(M. Das)
Executive Director (MM)

Not in Original

Memo No. NEEPCO/ED/MM/Tech-15/2012-13/

Date: -----

Copy to:-

- 1) The Sr. E.S to Chairman and Managing Director, NEEPCO Ltd., Shillong for kind appraisal of CMD.
- 2) The Director (Finance), NEEPCO Ltd., Shillong for favour of kind information.
- 3) The Director (Technical), NEEPCO Ltd., Shillong for favour of kind information.
- 4) The Chief Vigilance Officer, NEEPCO Ltd., Shillong for favour of kind information.
- 5) The Executive Director (Hydro)/(C&P), NEEPCO Ltd., Guwahati/Shillong for information please.
- 6) The General Manager, D& E, NEEPCO Ltd., Guwahati for information.
- 7) The HOP, Tuirial H E Project, Mizoram for information.
- 8) The Dy. General Manager (IT), NEEPCO Ltd., Shillong. He is requested to hoist this Notice at NEEPCO website at the earliest. The Detailed Bid Documents for this work is being sent separately for hoisting in NEEPCO website on 04.05.2012.
- 9) The Sr. Manager (F), NEEPCO Ltd, Guwahati for information. She is requested to depute one authorized representative to attend this office in the time of opening of tender on 15.05.2012 at 1500 Hrs.
- 10) The Sr. Manager, F & A W ing, TrHEP, NEEPCO Ltd, Mizoram for information.
- 11) The Manager (PR), NEEPCO Ltd., Shillong for information.
- 12) Notice Board.

Executive Director (MM)



ISO 9001, 14001,
OHSAS 18001

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लिमिटेड

भारत सरकार का उपक्रम

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)

www.neepco.gov.in

OFFICE OF THE EXECUTIVE DIRECTOR

(MATERIAL MANAGEMENT)

NEEPCO BHAWAN, R.G.BARUAH ROAD, GUWAHATI-781005

PH: 91-361-2201586 :: FAX: 91-361-2203187

NOTICE INVITING BID (NIB) NO. 01 Dated 23.04.2012

1. Sealed Bids in prescribed Format with 120 (One hundred twenty) days validity are invited for the following work for Tuirial Hydro Electric Project , Mizoram from reputed, experienced and resourceful Cement manufacturers having valid registration with BIS (Bureau of Indian Standard) and having manufacturing capacity of the cement plant of 1200 MT or above per day.

| Name of Work | Earnest Money Deposit | Tenure of Contract | Cost of Bid Documents (non-refundable) |
|---|--|---|--|
| Supply of Portland Slag Cement (PSC) confirming to IS:455/1989, Ordinary Portland Cement (OPC-43 Grade) confirming to IS: 8112-1989, Portland Pozzolana Cement (PPC) confirming to IS:1489, pt-1 (fly ash based). | Rs. 5,00,000.00 (Rupees Five lakhs) Only drawn in favour of NEEPCO, Guwahati from any Nationalized/ Schedule Bank. | 1 (one) year, likely to be extended 6 (six) months. | Rs. 5000.00 (Rupees Five Thousand) only by Demand Draft/ Banker's Cheque drawn in favour of NEEPCO,Guwahati from any Nationalized/Schedule Bank. |

The non-transferable Bid documents to be purchased from O/O The Executive Director (MM), NEEPCO Ltd, R.G.Baruah Road, Guwahati-781005, Assam or may be downloaded from NEEPCO website are to be submitted in the sealed envelope.

2. BIDDING PROCEDURE:

- 2.1 The Bidder shall submit Bid Documents under the single-stage two-Envelop Bidding system as follows:

Envelop No -1: Shall contain Earnest Money Deposit (EMD), documents in support of qualifying requirements as indicated under serial No.6 below, and duly filled-in detailed Bid documents all in separate packets.

Envelop No-2: Shall contain Price Bid in the format at Annexure-I, II & III

Both these Envelops shall be contained in a sealed envelope in a larger sealed envelope.

- 2.2 The inner and outer envelopes shall be packed and duly sealed clearly mentioning the NIB No. & name of work besides the Bidder's Mailing Address and shall be addressed to the

Executive Director (MM), NEEPCO Ltd, R.G.Baruah Road, Guwahati-781005, Assam within the appointed date and time as indicated at Serial 5 below.

- 2.3 If the envelopes are not sealed and marked as above, the Corporation will assume no responsibility for the misplacement or premature opening of the Bid.
2. 4 Late receipt of request for issuance of Bid Documents, either by hand or by post shall not be entertained.
3. Non-transferable Bid Documents may also be purchased by interested eligible Bidders on submission of written application to the undersigned and upon payment of non-refundable Bid fee, as indicated above, drawn in favour of NEEPCO from any Nationalized/Scheduled Bank, as cost of detailed Bid Documents. Only those interested Bidders, who fulfill the qualifying requirements as indicated at Serial 1 above and Serial 6 below, shall request for issue of detailed Bid Documents, from the Office of the Executive Director (MM), NEEPCO Ltd. R.G.Baruah Road, Guwahati-781005, Assam, India during Office hours from 10-00 hours to 17-00 hours w.e.f 04.05.2012 to 11.05.2012 on all working days, either in person or by post. NEEPCO shall promptly dispatch the Documents by Registered Airmail or any other convenient means, if so requested. Under no circumstances NEEPCO shall be responsible for late delivery or loss of Documents, so mailed.
4. Interested prospective Bidders may download the detailed Bid Documents from NEEPCO website www.neepco.gov.in with effect 04.05.2012 and submit their Bids to the Office of the Executive Director (MM), NEEPCO Ltd. R.G.Baruah Road, Guwahati-781005, Assam, India at the appointed date and time. Every page of the detailed Bid Documents shall be signed and stamped with proper seal by the Bidders. In the event, the detailed Bid Documents are downloaded from NEEPCO's website, the non-refundable Bid fee, as indicated above as cost of the detailed Bid Documents, shall compulsorily be submitted along with Bids. Any such Bid submitted without this fee shall be rejected.

5. Important Dates:-

| Sl. No. | Description | Date & Time |
|---------|---|--------------------------|
| 1 | Date of commencement of sale of detailed Bid Documents/Hosting of detailed Bid Documents in NEEPCO website. | 04.05.2012 from 10.00 AM |
| 2 | Last Date & Time for receipt/submission of Bids. | 15.05.2012, 12.30 PM |
| 3 | Date & Time of Opening Bids. | 15.05.2012 at 1500 Hrs. |

6. **CREDENTIALS OF THE BIDDERS TO BE FURNISHED:**

Bidders are to submit the following particulars along with the detailed Bid Documents in support of the Qualifying Requirements.

- (i) Documentary evidence in support of manufacturing capacity of the cement plant of minimum 1200 MT or above per day.
- (ii) Documentary evidence in support of experience with complete details of supply of similar nature executed in last 3 (three) years ending 31st March, 2012.
- (iii) Yearly turn-over for the last 3 (three) years supported by certified copies of audited Complete Annual Report and other financial statements for the preceding 3 (three) years. However relaxation of 3 years to 1 year may be allowed to the suppliers who have been qualified by the other CPSU's without fulfilling 3 years terms and also successfully completed the supply order issued by that Organization, subjected to

fulfilling the conditions under clause 6 (i) & (ii). Documentary evidences in this regard are required to be submitted along with the bid.

- (iv) Copies of latest Income Tax Clearance Certificate or PAN and Sales Tax Registration Certificates.
 - (v) Documentary evidence of valid registration with BIS (Bureau of Indian Standard)
Bids submitted without fulfilling the qualifying requirements shall be outright rejected.
 - (vi) Price Bids of those Bidders shall only be opened, who fulfils the minimum qualifying requirements as indicated under Serial No. 6 above and have submitted the requisite EMD in the manner prescribed in the Bid Documents. The date of opening of Price Bids will be intimated later on to the bidders who will be selected in techno commercial Bid. Price Bids of un-successful Bidders, who fail to demonstrate the minimum qualifying requirements, shall be returned un-opened immediately.
7. Interested eligible Bidders may obtain further information from the Office of the Executive Director (MM), NEEPCO Ltd., R.G.Baruah Road, Guwahati-781005, In the event of the date specified for receipt and opening of Bids being declared as a closed holiday for NEEPCO, the due date for submission of Bids and opening of Bids will be the next working day at the appointed times.
8. Bidders are requested to visit NEEPCO's Website "<http://www.neepco.gov.in>" regularly for any modification/clarification of the detailed Bid Documents.
9. Submission of Bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all Bids, or to annul the Bidding process and reject all the Bids on 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 ground for the action of NEEPCO.

Executive Director (MM)
NEEPCO, Guwahati-781005

Memo No. NEEPCO/ED/MM/Tech-15/2012-13/

Date:

Copy to:

1. The Director (Technical), NEEPCO, Shillong for favour of kind information.
2. The ED (Hydro) / ED(C&P), NEEPCO, Guwahati / Shillong for information please.
3. The HOP, NEEPCO, TrHEP , Mizoram for information and wide circulation.

Executive Director (MM)
NEEPCO, GUWAHATI-781005

GENERAL TERMS AND CONDITIONS



ISO 9001, 14001,
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

भारत सरकार का उपक्रम

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)

www.neepco.gov.in

OFFICE OF THE EXECUTIVE DIRECTOR

(MATERIAL MANAGEMENT)

NEEPCO BHAWAN, R.G. BARUAH ROAD,

GUWAHATI, ASSAM. PIN-781005

0361-2201586, 0361-2203187

DETAILED TENDER DOCUMENT

1. GENERAL TERMS AND CONDITIONS:

1.1 PRODUCT:

Supply of Portland Slag Cement (PSC) confirming to, IS:455/1989 Alkali Content of Portland Slag Cement expressed as Na_2O in percentage plus 0.658 times the K_2O content in percentage i.e. $(\text{Na}_2 + 0.658\text{K}_2\text{O})\%$ should be less than 0.6% to suit requirement of the Corporation, Ordinary Portland Cement (OPC-43 Grade) conforming to IS: 8112-1989, Portland Pozzolana Cement (PPC) conforming to IS 1489/pt-1 (fly ash based).

1.2 SCOPE OF WORK:

The work against this Tender will include supply of approximately 25000 (twenty five thousand) MT of Portland Slag Cement (PSC), Portland Pozzolana Cement (PPC) and 43 grade Ordinary Portland Cement (OPC) in rake-load / part rake-load / or equivalent quantity in Truck/Trailer Load from the Suppliers' factory / go down to Tuirial Hydro Electric Project, Mizoram as shown in Schedule of Rate(s) under **Annexure-I** including arrangement of wagons / Truck / Trailer, loading & unloading and handing over the same to the consignee in good condition. For Schedule of Rate(s) under **Annexure-II** and **Annexure-III**, transportation of cement from Guwahati / Silchar Dump will be done by the Corporation at their own cost. However, Tax clearance, if any, for taking delivery of cement from the Supplier's Godown, shall be arranged by the supplier. Bidders quoting for **Annexure-II & Annexure-III** items should authenticate their bid for these items with documentary evidence of possession and location of Dump at Guwahati / Silchar, while quoting their rates as specified in.

Quantity indicated above is tentative. No extra claim for variation in quantity shall be entertained. Phase-wise procurement will be made against requirement.

1.3 RATES:

1.3.1 Bidders are to quote their rates per MT for different destinations as mentioned in the Schedules of Rates under **Annexure-I, II and III, duly indicating Basic Price,**

Excise duty, CST, freight and others separately as applicable. Road-way freight charges, as quoted, should be duly supported by authentic documents from the

- concerned Authority. For inter-state supply, 2% CST will be applicable against issuance of 'C' forms by respective F&A Wing of end-use Projects. The rates should be inclusive of arrangement of loading, unloading, packing, transit insurance etc.
- 1.3.2 **Accepted rate will be valid for 1 (one) year from the date of agreement.** This validity may, however, be extended for a further period of 6 (six) months, if felt necessary by the Corporation.
- 1.3.3 **No conditional offers will be accepted.** Offers with any conditions, whatsoever, which are in deviation of the terms and conditions specified in this Tender Document shall stand summarily rejected.
- 1.4 **THE POWER PROJECTS OF NEEPCO WHERE CEMENT WILL BE REQUIRED IS:**
Tuirial H.E. Project, Mizoram.
- 1.5 **DELIVERY:**
Cement is to be dispatched to the specified Go down. Prior dispatch, information shall be handed over to the Consignee with intimation to the Office of the Executive Director (MM), NEEPCO Ltd., R.G.Baruah Road, Guwahati-781005, Assam at least 3 (three) days in advance from the arrival of cement at destination. Cement shall be dispatched against orders placed from time to time.
- 1.6 **VALIDITY OF BID:**
The Bids must be valid for acceptance for a minimum of 120 (one hundred twenty) days from the date of opening of Offers. Offers without this minimum validity period shall be liable for rejection.
- 1.7 **EARNEST MONEY DEPOSIT:**
Bids must be accompanied by Earnest Money Deposit (EMD) of Rs.5, 00,000.00 (Rupees five lakhs) only in the form of **CDR/FDR/BANK DRAFT or BANK GUARANTEE** (as per enclosed form in **Annexure-IV**), from any Nationalized/Scheduled Bank, pledged in favour of **"NEEPCO LTD Guwahati"**. **EMD** will have to be deposited by all Bidders along with their Bids, irrespective of registration with DGS&D. Any Bid not accompanied by EMD will be liable for rejection. The EMD of the unsuccessful Bidders will be returned on drawal of Agreement with successful Bidder(s). EMD may be forfeited, if the Bidder(s) withdraw(s) its/their bid within the validity period. The EMD of the Successful Bidder will be released on submission of Contract Performance Guarantee as per clause No.1.21 of General Terms and Conditions and Signing of Contract Agreement.
- 1.8 **TEST CERTIFICATE**
Test Certificate(s) as per BIS specifications should be submitted along with dispatch documents for each consignment in triplicate.
- 1.9 **PRICE ESCALATION:**
Any statutory increase/decrease in Central Excise Duty, Railway Freight, Sales Tax after 28 days prior to the date of opening of Bids i.e. after 15.05.2012 will be paid / recovered against documentary evidence. However, the basic price of cement

shall be firm for the entire Contract Period and extended period, if any thereof and no escalation payment on this account will be entertained by the Corporation.

1.10 **TERMS OF PAYMENT:**

75% Payment shall be released on proof of delivery as per destinations mentioned in Annexure I, II & III against ordered quantity on submission of bills accompanied by test certificates. However in some exceptional cases part payment may be considered if the Corporation feels justified of the situation. Balance 25% shall be released upon receipt of satisfactory test results of the samples, collected jointly at destinations. The respective bills in triplicate shall have to be submitted to the consignee, the DGM (C)-I, TrHEP, Mizoram for effecting payments by The Sr. Manager (F), F & A Wing, TrHEP, Mizoram.

1.11 **LOSSES OR DAMAGES IN TRANSIT:**

- a) Supplier will be fully responsible for all losses / damages / shortages in transit up to destination of delivery. Payment will be effected only for the delivered quantity at destination in good condition. Suppliers or their authorized representatives will remain present at the time of delivery so that any damaged cement detected at destination i.e. at Project site or Godown will be replaced by them at free of cost. In absence of Supplier's representative at the time of delivery at Project site, the Corporation will store the damaged cement at Corporation's Godown. Cost of such handling and transportation will be recovered from the Supplier's bills, based on prevailing approved rates. The storage charge for storage of such damaged cement in Godown will be decided by the Project authority.
- b) During the process of taking delivery of cement by the consignee at Destinations, in the event bag(s) are found torn due to poor and inferior quality of bags or for any other reasons, the same will be rejected and value of quantity of cement in such rejected bags will be recovered from the suppliers bill(s). However, less damaged bags as would be found reasonable and within tolerable limits by the consignee at his sole discretion at the time of taking delivery will be accepted. The decision of the Corporation in this respect will be final and binding.

1.12 **TIME OF SUBMISSION:**

Bids must reach the Addressee before the time as specified in the Notice Inviting Bids i.e. before 1230 hrs. of 15.05.2012. **NEEPCO** will not be responsible for any delay of wrong delivery or non-delivery of Bids. Bids will not be accepted after the date and time as indicated in Notice Inviting Bids.

1.13 **PREPARATION OF OFFERS:**

Rates offered must be indicated by filling in the amount in figures as well as in words in the prescribed form in **Annexure I, II & III** of the bid documents. In case of differences, the amount indicated in words shall prevail and be binding. Apart from Bidder's signature, name, address and Official seal, no other remarks / conditions / stipulations should be entered by the Bidders on the Tender form. **All pages of the Bid Documents must be duly signed with seal.**

The rates must be in English and must be **FIRM**. No conditional offer will be accepted. Rates must be in terms of units as specified in **Annexure-I, II and III** of the Bid Documents i.e. in Metric Tonnes for this Bid.

1.14 **WARRANTY / GUARANTEE:**

The goods to be supplied shall be of best quality and workmanship conforming to relevant BIS specifications and without any defect arising out of faulty materials, workmanship or design. Defective materials or part of materials returned / rejected by the Corporation shall be adjusted while releasing final payment, or shall be replaced at the expense of the Supplier. The Corporation's decision in the matter will be final and binding.

1.15 **PENALTY / LIQUIDATED DAMAGES FOR DEFAULT IN DELIVERY:**

The delivery period for supply will be the essence of the orders issued from time to time. In the event, the successful bidder fails to supply within the stipulated delivery period as indicated in the Supply Order without valid and convincing reasons, penalty will be levied to the extent of **0.5 (five) %** per week subject to maximum of **15 (fifteen) %** of the order value of the goods in respect of which the default in delivery takes place. The Corporation reserves the right to adjust liquidated damages either against the Performance Security Deposit or any amount that may be due or becomes due to the Supplier in any form.

1.16 **FORCE MAJEURE:**

- a) Within the stipulated Delivery Period, if delay has occurred due to "FORCE MAJEURE" conditions, which are beyond the control of the Supplier, payment of penalty as per clause 1.15 by the Supplier to NEEPCO LTD. on account of delay in delivery may be waived at the discretion of the Executive Director (MM), NEEPCO Ltd. R.G.Baruah Road, Guwahati-781005, Assam. The Supplier shall, however, apply to the Executive Director (MM), NEEPCO Ltd. R.G.Baruah Road, Guwahati-781005 for waiver of payment of Penalty/Liquidated damages in such cases, supported by documentary evidence of such occurrence. Decision of the Corporation as regards to acceptance of the reasons stated by the Supplier vis-à-vis imposition of penalty is final and binding on the Supplier.
- b) The term "Force majeure" shall mean riots (other than among the Supplier'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 power, damage from air craft, nuclear fission, acts of God such as earthquake (above 7 magnitude in Richter Scale), lightning, unprecedented floods, fires, not caused by Contractor's negligence and other such causes over which the Supplier has no control and are accepted as such, by the Competent Authority, whose decision shall be final and binding. In the event of either party being rendered unable by force majeure to reform any obligation required to be performed by them under this contract, the relative obligation of the party effected by such force majeure shall be treated as suspended for the period during which each Force majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10

(ten) days of the alleged beginning and ending thereof giving full details / particulars and satisfactory evidence in support of such cause.

1. 17 **ARBITRATION:**

In the event of disagreement / disputes arising in connection with execution of the order when place, which cannot be settled in an amicable manner between the supplier and the Corporation, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940, Arbitration & Conciliation Proceedings Act, 1996 as amended from time to time or any statutory modification or reenactment thereof for the time being in force. The venue of such arbitration will be Guwahati.

Any dispute arising out of this tender will be subjected to the jurisdiction of the Court of the District Magistrate, Guwahati, Assam.

1. 18 **SELECTION OF OFFERS:**

The Corporation reserves the right of accepting the whole or any part of the bid or portion of the quantity offered and to select one or more bidder. The selected bidders shall supply cement strictly of required specification as mentioned in this bid document at the rates finally approved by the Corporation. The Corporation also reserves the right to reject any or all bids without assigning any reasons thereof. The Corporation is not bound to accept the lowest bidder.

1. 19 **ELIGIBILITY FOR PARTICIPATION IN BID:**

As per Clause No. 6 of Notice Inviting Bid.

1. 20 **INCOME TAX AND SALES TAX REGISTRATION CERTIFICATES:**

Copies of latest Income Tax Clearance Certificate or PAN and Sales Tax Registration Certificate shall have to be enclosed with the Bid.

1.21 **SECURITY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE:**

Total amount of Security Deposit / Contract Performance Guarantee for successful Bidders will be Rs. 5,00,000.00 (Rupees Five lakhs) only in the form of Bank Guarantee in prescribed format from any Nationalized or Scheduled Bank in India / Fixed Deposit / Call Deposit pledged in favour of North Eastern Electric Power Corporation Ltd., Guwahati. Bank Guarantee format for Security Deposit is enclosed at Annexure-V. Bank Guarantee furnished shall remain valid for the entire contract period and for a further period of 3 (three) months beyond the contract period. In case, contract period is extended, the supplier shall extend the validity of BG(s) for the extended period of contract and for further 3 (three) months from the extended period of contract.

2. **TERMS OF QUALITY ASSURANCE:**

- 2.1 The various types of Cement to be procured shall be utilized mainly in major hydraulic structures / important Civil Engineering structures such as Dam, Tunnel, and Power House etc. in the Power Project under execution by **NEEPCO**. As such the quality of Cement to be supplied needs to conform strictly to the specifications mentioned herein without any compromise whatsoever. For any

- deficiency in quality of cement in terms of strength etc. as per BIS standards, as determined during testing of cement from the samples collected by the Quality Control Wing of the Corporation at the time of taking delivery at destinations, the Supplier will replace the defective cement with good quality cement at their cost or will refund the cost of the defective cement to NEEPCO.
- 2.2.1 PSC (Portland Slag Cement) must conform to relevant BIS Codes and its total **Alkali Content** expressed in terms of Sodium Oxide and Potassium Oxide, i.e. **(Na₂O+0.658K₂O) in percentage** must be below **0.6%**. The Slag content of cement should also be within the stipulated limit as per relevant BIS specifications. Where cement (PSC) is supplied, test certificates required, as per para 1.8 should also contain the total value of **Na₂O and K₂O** as per the same para. 33 Grade Ordinary Portland Cement (OPC) conforming to IS-269,, Ordinary Portland Cement (OPC-43 Grade) IS: 8112-1989 , Port land Pozzolana Cement (PPC) conforming to IS 1489/pt-1 (fly ash based).
- 2.2.2 Cement must be packed in best quality HDPE bags conforming to IS: 11652-2000.
- 2.3 For the information of the manufacturers / suppliers of cement, it is mentioned here that the procedures followed by the Corporation for sampling and testing of cement received by **NEEPCO** are as given below:
- 2.3.1 Laboratory samples of cement will be collected by the Quality Control Wing of the Corporation on arrival of the materials at Supplier's Godown / TrHEP site as per **IS : 3535/1966**, jointly in presence of representatives (s) of the supplier, transporter and Corporation's Officials for Laboratory testing in NEEPCO's own testing Laboratory and in **any other Govt. approved laboratory** or other laboratory approved by the **BIS**. The test results thereof shall be binding and final in terms of Para **2.1**.
- 2.3.2 Considerable time is taken for transportation of Cement to Project site of the Corporation located in remote area from the Supplier's Godown. As such, it is preferable that initial strength of cement as per test results, should be substantially higher than the permissible limits as prescribed in relevant BIS Codes. This will be taken into account by the Corporation, after observing the test results of cement supplied by various manufacturers for placement of Orders for supply of Cement. It will also be necessary that all manufacturers/Suppliers will ensure supply of only fresh Cement to the Corporation during the entire validity period of the Contract, duly making the date of manufacture, as required for **BIS** certification. Supply of Cement from Dump/Godown of Suppliers at intermediate locations should be avoided as far as possible, other than emergent shall suppliers, where also the above-mentioned quality assurance shall be ensured strictly by the Supplier.
- 2.3.3 After the Cement is transported to the respective Project sites from Supplier's Godown, samples of cement are again collected progressively as per **IS: 3535.1966** and are tested in the Project Testing Laboratories of the Corporation before these are used in the works.
- 2.3.4 In case of observance of inferior test results, besides taking action as indicated in Para 2.1 above, the matter may be reported to **BIS**, considering the merits of the

case, for their further action. In this regard, it may be noted by all the bidders that only **BIS** marked cement will be accepted by the Corporation.

- 2.4 The authorized local representative of the Supplier shall be deputed to the destinations at the time of taking delivery of cement, so that laboratory samples of cement can be taken by the Quality Control Wing of the Corporation in his presence. However, in case the authorized local representative is not available at that time, inspite of informing him over phone, the samples will be collected by the Quality Control Wing of the Corporation in presence of Officials of the Corporation and authorized transporters, and the test results obtained thereof will be binding and final upon the Supplier.

3. OTHER TERMS AND CONDITIONS:

3.1 SUBMISSION:

Bids **must be submitted only in NEEPCO's prescribed forms** enclosed herewith or in the Downloaded form. Offer received without tender form issued/hosted in website by NEEPCO will be rejected. Bid documents are non-transferable. Telex/Cable/Fax offers will not be accepted.

3.2 SEALING OF BIDS:

The envelope containing the tender form must be properly sealed and should be superscripted boldly on the top left corner with the following.

- a) **Tender No.** _____
- b) **Closing Date** _____

The sealed envelopes are to be clearly addressed to **the Executive Director (MM), NEEPCO Ltd., Guwahati** and the bids are to be submitted to the Executive Director (MM), NEEPCO Ltd. R.G.Baruah Road, Guwahati-781005, Assam. The name and detailed address of the bidder are to be written clearly on the left-hand corner of the sealed envelope containing the bids.

- 3.3 Test Certificate of recent Suppliers may be submitted by intending bidder's along with their bids.

4. AWARD OF CONTRACT AND DRAWAL OF AGREEMENT:

- a) NEEPCO shall not commit itself to accept the lowest offer of any Bidder and also shall reserve the right to enter into an Agreement for the total period or part thereof with any of the Bidders as deemed fit and proper. NEEPCO shall also reserve the right to reject any or all the Bids received without assigning any reason thereof.
- b) NEEPCO shall reserve the right of rejecting/accepting the whole or any part of the Bid and also reserves the right of allotment of work in whole or in part.
- c) NEEPCO reserves the right to enter into one or more parallel contract(s) for the same job with one or more Bidders participating against this Bid

invitation during the currency of the contract and avail the services in any proportion.

- d) The Supplier shall be bound to perform work allotted to him at the rates mutually accepted. Separate Contract Agreements shall be drawn with the successful Bidders who are awarded the work, either in whole or part, as the case may be.
- e) The Supplier shall be intimated about the rates, terms and conditions accepted by NEEPCO to which he shall give an unconditional acceptance. The Supplier shall be given supply order after receipt of unconditional acceptance by him. The agreement shall be signed as per the format enclosed at Annexure-VI.
- f) The successful Bidder, within 15 (fifteen) days of issue of letter of award to him by the Corporation shall attend the office of the Executive Director (MM), NEEPCO BHAWAN, NEEPCO.LTD R G BARUAH ROAD, GUWAHATI-781005, for signing the formal agreement on non-judicial stamp paper of value Rs.20.00 (Rupees twenty) only as per the format appended at Annexure-VI along with requisite Security Deposit/Contract performance Guarantee.
- g) Non-judicial stamp paper of value Rs.20.00 (Rupees Twenty) only as mentioned already will have to be supplied by the successful Bidder to the Executive Director (MM), NEEPCO BHAWAN, NEEPCO.LTD R G BARUAH ROAD, GUWAHATI-781005, within 15 (fifteen) days from the issue of the letter of award for drawal of Agreement.
- h) The work shall be deemed to have started from the date of issue of the letter of award.

5. **SUFFICIENCY OF BID:**

The Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the works and of the rates quoted in the Schedule of Rates, which shall cover (except as otherwise provided in the contract) all his obligations under the contract and all matters and things necessary for proper execution and performance of the contract.

6. **CONTRACT DOCUMENT:**

The language, in which the Contract Agreement shall be drawn up, shall be in English. The contractor shall be provided one certified copy of the Contract Documents, free of cost.

7. **CHANGES IN CONSTITUTION:**

Where the Supply Contractor is a partnership firm, prior approval from the Executive Director (MM) shall be obtained before any changes are made in the constitution of the firm. Where the contractor is an individual, or a Hindu undivided family business concern, such approval as aforesaid, shall likewise be obtained before the Supply Contractor enters into any partnership firm which would have the right to carry out the works undertaken by the Supply

Contractor. Failure to take prior approval will attract the provisions of terminations of contract.

8. **TIME LIMIT FOR CLAIMS:**

Any claim raised by the Supply Contractor should be raised before the Executive Director (MM), concerned Project Head within 90 (ninety) days from the earliest date of occurrence of such claim. He is precluded from raising any claim after the expiry of the above period.

9. **INTERPRETATIONS:**

Words, importing the singular only shall also include plural, he includes she and vice versa unless this is repugnant to the content. Heading and marginal notes in these general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract. Unless otherwise provided, all reference to sums of money shall refer to Indian currency.

10. **CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:**

All Documents, correspondence, decisions and others concerning this contract shall be considered as confidential and/or restricted in nature by the Transport Contractor and he shall not divulge or allow access to them by any unauthorized persons.

11 **E-payment:**

The Contractor has to furnish the following information for payments from the Corporation through E-Payment system.

1. Name of the Beneficiary(s)
2. Name of the Bank
3. Name of the Branch
4. IFSC Code of the Branch.
5. Account No of Beneficiary(s)
6. City/ Town
7. Fax no.
8. Telephone No.
9. E-mail address.

PRICE BID

SCHEDULE OF RATES
DELIVERY - AT TUIRIAL HYDRO ELECTRIC PROJECT SITE, MIZORAM

| SL. NO | ITEM | UNIT | ELEMENT OF PRICE | RATE | |
|--------|---|------|---|-------------|------------|
| | | | | (In figure) | (In words) |
| 1 | Portland Slag Cement (PSC) IS : 455/1989 | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |
| 2. | Ordinary Portland Cement (OPC -43 Grade), IS: 8112-1989, | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |
| 3 | Portland Pazzolana Cement (PPC) IS : 1489, pt-1 (fly ash based) | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |

SCHEDULE OF RATES
EX - BIDDER'S DUMP AT GUWAHATI

| SL. NO | ITEM | UNIT | ELEMENT OF PRICE | RATE | |
|--------|---|------|---|-------------|------------|
| | | | | (In figure) | (In words) |
| 1 | Portland Slag Cement (PSC) IS : 455/1989 | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |
| 2. | Ordinary Portland Cement (OPC -43 Grade), IS: 8112-1989, | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |
| 3 | Portland Pazzolana Cement (PPC) IS : 1489, pt-1 (fly ash based) | MT | Basic price Excise Duty C.S.T. Freight Others | | |
| | | | Total | | |

SCHEDULE OF RATES
EX- BIDDER'S DUMP AT SILCHAR

| SL. NO | ITEM | UNIT | ELEMENT OF PRICE | RATE | |
|--------|---|------|------------------|-------------|------------|
| | | | | (In figure) | (In words) |
| 1 | Portland Slag Cement (PSC) IS : 455/1989 | MT | Basic price | | |
| | | | Excise Duty | | |
| | | | C.S.T. | | |
| | | | Freight | | |
| | | | Others | | |
| | | | Total | | |
| 2. | Ordinary Portland Cement (OPC -43 Grade), IS: 8112-1989, | MT | Basic price | | |
| | | | Excise Duty | | |
| | | | C.S.T. | | |
| | | | Freight | | |
| | | | Others | | |
| | | | Total | | |
| 3 | Portland Pazzolana Cement (PPC) IS : 1489, pt-1 (fly ash based) | MT | Basic price | | |
| | | | Excise Duty | | |
| | | | C.S.T. | | |
| | | | Freight | | |
| | | | Others | | |
| | | | Total | | |

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,

The Executive Director (Material Management)
NEEPCO Ltd., NEEPCO BHAWAN.
R.G.Baruah Road, Guwahati -781005

Whereas the Executive Director (Material Management), North Eastern Electric Power Corporation Limited, Guwahati (hereafter also referred to as the Corporation) has called tender for _____ in connection with the _____ Project _____ Vide No _____ Date: _____ and whereas _____ (hereinafter referred to as the Contractor) has submitted bid/bids for the said work/works.

And whereas one of the conditions of the bid is that, the intending bidders should furnish in lieu of Earnest Money, a Bank Guarantee for Rs. _____ along with the bids.

Now therefore this witnessed:-

We, the _____ a Nationalized Bank/Scheduled of India incorporated under the _____ act _____ and having the registered Office at _____ (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 of bid for acceptance for a period of one hundred and eighty days from the date of opening of bid for failing to executed an agreement in the form prescribed incorporating the terms and conditions of contract as per the bid submitted by him/her and accepted by the Corporation with or without modification within thirty days from the date of acceptance of bid or to renew this Guarantee for a further period as demanded by the Corporation (North Eastern Electric Power Corporation Limited), pay to the Corporation without any demand, reservation, contest resource or protest and/or without any reference to the Contractor and without waiting for the results or any litigation dispute whatsoever in this connection and pending before any court, tribunal, arbitrator or any other authority and on a mere demand and by the Corporation (North Eastern Electric Power Corporation Limited), 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 (North Eastern Electric Power

Corporation Limited.) 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 finalizing the contract and execution of the agreement.

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

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

That to give effect to the Guarantee, the Corporation (North Eastern Electric Power Corporation Limited.) shall be at liberty to act as if the Bank is the principal debtor.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the purchaser of its liberty with reference to this matter aforesaid or any of them or by reason or any other acts of omission on the part of the purchaser or any other indulgence whom by the purchaser or by any other matter 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 not withstanding any negligence or forbearance or delay in 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 (North Eastern Electric Power Corporation Limited).

Notwithstanding, any container 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 by the Corporation (North Eastern Electric Power Corporation Limited) 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 instruction 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.

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

Witness

(Name & Signature)

Signature,
Name & Seal _____

Designation with
Bank Stamp _____
Authority as per Power of Attorney No. _

(Official Address)

Date: _____

- Note:-
- 1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India.
 - 2) In case of Bank Guarantee issued by a Foreign Bank, the same shall be confirmed by State Bank of India, London or New Delhi main Branch.

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref:.....

Bank Guarantee No.....

Date:.....

To,

The Executive Director (Material Management),
 North Eastern Electric Power Corporation Ltd.,
 NEEPCO Bhawan,
 R.G.Baruah Road,
 Guwahati-781005
 Assam,
 India.

Dear Sirs,

In consideration of the North Eastern Electric Power Corporation Ltd., Guwahati. (hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered / Head Office _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Corporation's Letter of Intent No. _____ Dated _____ and the Contractor having agreed to provide a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.5,00,000.00 (Rupees Five lakh) to the Corporation.

We _____ (name & address of the bank) 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 Corporation, on demand any and all money payable by the Contractor to the extent of Rs Rs.5,00,000.00 (Rupees Five lakhs) as aforesaid at any time up to ____ (*) ____ without any demure reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Corporation on the bank shall be conclusive and binding notwithstanding any difference between the Corporation and the 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 prior consent of the 'Corporation' and further agrees that the guarantee herein contained shall continue to be enforceable till the Corporation discharges the guarantee.

The Corporation shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend time for performance of the Contract by the Contractor. The Corporation 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 forebear to enforce any covenants, contained or implied, in the Contract between the Corporation

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 Corporation of its liberty with reference to the matter aforesaid or any of them or by reason or any other act of forbearance or other acts of omission or commission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter of thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank, further agrees that the Corporation 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 that the Corporation may have in relation to the Contractor's liabilities.

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

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation and the Contractor and the payment under this guarantee bond need not wait till the dispute is decided by the competent court or tribunal or any other authority and that any payment made by the bank to the Corporation under this guarantee bond shall be deemed to have been rightfully and lawfully made.

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.

WITNESSES:

Signature

(Signature)

Name: _____

(Official Address)

(Designation with bank stamp)

Authority as per

Power of Attorney No. _____

Dated: _____

Note:

- 1) This sum shall be Rs.5,00,000.00 (Rupees Five lakhs) only.
- 2) (*) -- The date of Validity of this Bank Guarantee will be three months beyond the Contract period or three months beyond the extended Contract period, whichever is later.
- 3) The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the guarantee.

FORM OF CONTRACT AGREEMENT

(To be drawn on NON-JUDICIAL STAMP PAPER OF VALUE for Rs.20.00)

This Agreement made on this _____ day of _____ between M/S _____ having their registered office at _____ (hereinafter referred to as the supplier) and the North Eastern Electric Power Corporation Ltd., Guwahati (hereinafter referred to as the Corporation) having their Registered Office at Lower New Colony, Brookland Compound, Shillong -793003.

Whereas, the Corporation has decided to award Supply order for “Supply of Portland Slag Cement (PSC) conforming to IS : 455/1989, Ordinary Portland Cement (OPC -43 Grade), conforming to IS: 8112-1989, Portland Pazzolana Cement (PPC) conforming to IS : 1489, pt-1 (fly ash based).” From _____ 2012 to _____ 2012 (hereinafter called the Bid Documents) issued by the Corporation and whereas the terms and conditions in the detailed Notice Inviting Bid for the said work were further negotiated and settled between the parties and WHEREAS the Corporation did accept the Bid of the supplier for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

In consideration of the payments to be made to the supplier by the Corporation as herein mentioned, the supplier hereby covenants with the Corporation, its successors and assigns that the supplier shall do and perform the said works and things in the contract mentioned or described or which are implied there from or therein respectively within and at the time and in the manner and subject to the terms, conditions, stipulations mentioned in the schedule hereto and in consideration of the due provisions and supervision of executing and completion of the said work and the performance guarantee thereof as aforesaid, the Corporation covenants with the supplier to pay the supplier the sum as per schedule of works and rates and such other sums that may become payable to the supplier under the provisions of this contract of such payment to be made at such time and in such manner as is provided by this contract.

COVENENT PARTS OF THE CONTRACT

(Schedule as referred to above)

This contract consists of the following covenant part, all of which are as fully a part of this contract as if herein set out verbatim or if not attached to as if hereto attached.

1) Detailed Notice Inviting Bid duly completed and submitted by M/S _____ Letter of award No. _____ dated _____.

2) Acceptance letter (of the supplier) No. _____ dated _____.

a) MEMORANDUM:

Security Deposit of Rs.5,00,000.00 (Rupees Five lakhs) only in the form of Bank Guarantee / Call Deposit / Fixed Deposit No. _____ dated _____ of _____ at _____
(Name of Bank) (Place)

b) VALIDITY:

Validity of this Agreement will be _____ or to a date as extended by the NEEPCO Ltd., in witness thereof the parties therein have executed this Agreement in _____ in the date first herein before mentioned.

Constituted Attorney for the contractor

For and on behalf of

1) _____

NORTH EASTERN ELECTRIC POWER
CORPORATION LIMITED, GUWAHATI

2) _____