

NORTH EASTERN ELECTRIC POWER CORPORATION
LTD.

(A Govt. of India Enterprise)

OFFICE OF THE SR. MANAGER (E/M), PEM

ASSAM GAS BASED POWER PLANT
BOKULONI - 786191, Dist. Dibrugarh, Assam
Phone: (0374) 2825215, Fax: (0374) 2825349

DETAIL NOTICE INVITING BID (DNIB)

NIT NO. NEEPCO/AGBP/PEM/O&M-02/16-17/01 Dtd.01.04.2016

NEEPCO, AGBP invites Online Sealed **Single Stage Two Envelop bidding system** through e-tender with minimum **180 (one hundred and eighty) days validity** from reputed Manufacturer Supplier for Design & Engineering, Supply, Retrofitting, Integration, Testing and Commissioning of RTU with all essentially required accessories at AGBP, NEEPCO Ltd., Bokuloni, Dibrugarh, Assam by replacing **the Old existing RTU, transducer and accessories** as stated in **Annexure-I** and as per following Scope of Contract and Terms & Conditions.

Detailed bid documents containing terms and conditions for bidding including qualifying requirement can be downloaded from our **official website www.neepco.gov.in** or **<http://neepco.abcpocure.com>**, w.e.f. **05.04.2016**. Further bidders are requested to visit regularly the same official website for any modification / clarification / amendment of the bid documents.

A. SCOPE OF CONTRACT :

- Manufacture, Design & Engineering, Supply, Retrofitting, Integration, Testing and Commissioning of RTU with all essentially required accessories at AGBP, NEEPCO, Bokuloni, Dibrugarh, Assam by replacing the Old existing Alstom make S900 RTU, transducer and accessories as stated in Annexure-I, to establish successful real time data telemetry link with NERLDC, Shillong as per requirement of IEC 2010 clause 4.6.2. and statutory norms.
- Supply and installation of PC based Local Data Monitoring System (LDMS) for acquisition, monitoring of various electrical parameters in line with all required analog and digital parameters which are to be made available at NERLDC as a replica at the control room of AGBP.
- Annual Maintenance of the above system for 7(Seven) years to be commenced from the date of expiry of warranty/ guarantee period.
- RTU manufacturer/supplier should quote individual spare price during supply of RTU and should be valid for minimum two years *recommended*
- The Remote Terminal Unit (RTU), shall be installed at 291MW, AGBP Generating Station for its 220KV switchyard having bays viz 9(nine) no Generators, 2(Two) no Station Transformers, 1(one)no Bus-Coupler and 5(Five) no Outgoing feeders to acquire analog data such as Active power, Reactive power, Voltage, Frequency of Generating units, station transformers, bus coupler, outgoing feeders, OLTC, power factor & digital data like status of isolators, circuit breakers etc.

The requirement of technical specifications of RTU under the **scope of works** shall cover the followings:

- Necessary data base creation at AGBP for integration of RTU with NERLDC required for data telemetry with NERLDC.

- ii. Contractor/Supplier shall supply RTU, associated equipment such as transducers, modems, cabling etc. and required number of panels for housing all the hardware envisaged for the RTU and system interface cubicle (SIC).
- iii. The contractor/supplier shall be responsible for supplying all hardware, software, installation, cabling and field implementation for RTU as defined in this Specification.
- iv. The contractor shall also provide complete documentation, onsite training and testing to fully support the hardware and software provided.
- v. RTU should be capable to report the master station i.e. NERLDC as per requirement and should integrate with existing PLCC & OFC equipment without further modification in hardware as well as software.
- vi. RTU should be capable to restore its position in case of power failure automatically without any manual interaction.
- vii. In case of power failure during heavy grid disturbance, RTU may go out resulting communication failure. The RTU should have to incorporate such features in the RTU so that the grid disturbance data events may be stored and can be sent to NERLDC automatically after restoration of power in case of power supply fails.
- viii. RTU supplier should ensure support service i.e. spares & service engineer for minimum 07 years.
- ix. RTU should be capable for protocol conversion within it i.e. data exchangeable between IEC 61850, IEC 60870-5-101 & IEC 60850-5-104 protocol.
- x. The RTU is necessary to time synchronize with satellite clock to avoid any time delay.
- xi. Required to use dual channel i.e. OFC as primary & PLCC as backup in the RTU.
- xii. RTU should have adequate cyber protection like NERC CIP and KEMA certification.

It is the responsibility of the successful bidder to configure the RTU to make it compatible with

- xiii. Existing M/S ABB make PLCC equipment of PGCIL.
- xiv. To establish real time data telemetry from RTU at AGBP to the existing SCADA at NERLDC.

The bidders can make assessment of the contract/works by visiting our site at AGBP.

1. QUALIFYING REQUIREMENTS FOR BIDDERS

A. TECHNICAL REQUIREMENT

- I. The bidder should be a Manufacturer of the equipment to be supplied under the scope of works.
- II. The intending bidder must have experience on execution of similar contract satisfactorily to any PSU/Govt. (Central or State) organization or any reputed organization in India in last 7(seven) years as follows:
 - a) At least one similar contract order having contract value not less than Rs. 40, 00,000/-
Or
 - b) At least two similar supply order having contract value not less than Rs.30, 00,000/-
each Or
 - c) At least three similar supply order having contract value not less than Rs.20, 00,000/-
each.



Documentary evidence (supply/work order copies) in support of execution of similar work must be submitted along with the bid. **Non-submission of documents in support of similar experience may result in disqualification**

- III. The bidder must have experience on execution of similar contract satisfactorily at least during last 3 years. i.e. Supply, Testing and Commissioning of RTU with all accessories in any PSU/Govt.(either central or state) organization or any reputed organization in India. Documentary evidence (supply order copies) in support of execution of similar work along with performance certificate in support of satisfactory operation of the system must be submitted along with the bid **Non-submission of documents in support of similar experience may result in disqualification.**
- IV. The bidder should have well established after sales service/authorized service set up/service centre in the North East India and availability of technical man power so that technical assistance can be availed in short notice. **Assistance of Technical service support in NER is mandatory criteria.** Details of after sales service/authorized service set up/service centre indicating complete address and contact details shall have to furnish along with the bid document.
- V. The bidder shall not have been blacklisted by any Government/ Government agency in India. Self declaration to that effect should be submitted along with the technical bid.
- VI. Bidder's organizational strength and financial status, annual report (balance sheet and profit & loss account) of last three years shall have to furnish.

B. COMMERCIAL REQUIREMENT

- I. **Prices:** The Price shall be quoted on FOR AGBP, NEEPCO, Bokuloni basis indicating all charges towards freight & transit insurance and Taxes & Duties. All prices and rates shall be clearly indicated both in figures and words. The quoted prices shall remain FIRM for the validity period of the tender. The supplier shall arrange for and take full responsibility during transit and comply with necessary safety measures as called for relevant Act/Regulations.
- II. **Taxes and Duties:** All Applicable taxes and duties (both in percentage and in amount) shall be clearly indicated in the bid by the tenderer in the price bid. The Taxes and duties shall be paid extra as per government norms at the time of execution.
- III. **Terms of Payment:**
 - i) **For Supply, Erection, Testing and Commissioning:**
 - a) 70% of F.O.R/F.O.B. ex-works shall be paid within 30 days after receipt of materials in full and good condition at site subject to submission of CPG @10% of the Contract Price valid for the period of 90 days from date of expiry of guarantee/warranty periods.
 - b) Balance 30% F.O.R/F.O.B. ex-works price along with 100% taxes and duties shall be paid within 30 days after successful commissioning of works as detailed in "Scope of Contract".

The payment shall be released against submission of following documents:

- a) Bill/ Invoice in triplicate,
- b) Guarantee/ warranty certificate,
- c) Bank account details for e-payment.
- d) Submission of test certificates & relevant drawings.
- e) Submission of job completion certificate (in case of balance 30% payment only)

ii) **Annual Maintenance Charge:** 100% payment shall be made quarterly basis after successful completion of job every quarter on pro rata basis based on agreed annual maintenance cost subject to submission of a bank guarantee @10% of total annual maintenance cost.

- IV. **EMD (Off-Line):** Bidder shall have to submit EMD for **Rs.1, 00,000.00 (Rupees one lakh)** only in a separate Scaled Envelope superscripted as "EMD for e-tender no. NEEPCO/AGBP/PEM/O&M-02/16-17/01 dtd.01.04.2016" on or before submission date as mentioned in the bid document. The EMD shall be in the form of Demand draft / Bank guarantee from a Nationalized Bank / Scheduled Bank drawn in favor of M/S NEEPCO Ltd. Bokuloni Chariali, Dibrugarh payable at Bokuloni Chariali, Dibrugarh. The EMD shall reach at site office prior to opening of the bid documents. As a proof of EMD, a scan copy of EMD shall be uploaded online. **Bids without EMD in the manner specified above shall be summarily rejected.**

However, EMD shall not be applicable for Micro / SSI / NSIC units. In such case valid documents shall be submitted along with the bid for exemption of fees.

- V. **Bid Validity:** The bid must be valid for 180 days from the date of opening of the tender.

VI. **Security Deposit:**

- a) The successful bidder shall have to submit **Performance Bank Guarantee-Cum Security Deposit@10%** of the Contract Price valid for a period of 90 days from the date of expiry of Guarantee/warranty periods as per our prescribed format as enclosed (Annexure-PBG). The Security Deposit shall have to submit within a period of 30 days from the date issue of Supply Order.
- b) For Maintenance Contract, the successful bidder shall have to submit **Performance Bank Guarantee-Cum Security Deposit @10%** of the total Maintenance Contract Price for a period of 7(seven) years to be valid for total maintenance contract period i.e. 7 years. The Security Deposit shall have to submit within a period of 30 days from the date issue of Maintenance Contract.

- VII. The EMD of unsuccessful bidders shall be returned back after complete evaluation of bid process. However, EMD of successful bidder shall be returned back after submission of PBG (Performance Bank Guarantee) or SD (Security deposit).

- VIII. **Delivery & Commissioning Period:** The entire works are to complete within **90 (Ninety) days** from the date of placement of the supply/work order.

- IX. **Liquidity Damage:** Time is the essence of the Contract. If the performance of the Contract is delayed due to the reason attributed to the Contractor, the Purchaser shall without prejudice to his right to recover damages for breach of the Contract:-

- i. Reduce the Contract price by 1/2 % (half percent) per week or part thereof of delay in completion of time subjected to maximum of 10% of the contract price.

- ii. Execute or authorize the execution of work departmentally or through any other agency without any notice to the Contractor at the risk and cost of the Contractor. The decision of the Purchaser shall be final and binding upon the Contractor. However, the above action shall be taken without cancelling the contract in respect of work not yet due to execution. Or
- iii. Cancel the entire Contract on or portion thereof and if so desired, execute or authorize the execution of the work departmentally or through any other agency at the risk and cost of the Contractor. If the Contractor had defaulted in the performance of the Contract, the Purchaser may ignore the rates quoted by him for respective work even though the lowest for execution through other agency.
- iv. Where action is taken under sub-clause (ii) or (iii) above to failure to complete the work, the Contractor shall be liable for any loss, which the Purchaser may sustain on that account. But the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be in the entire discretion of the Purchaser. It is not necessary for the Purchaser to serve a notice of such execution of the Contractor.
- X. Any bid received in the form of Telex / Cable / Fax / e-mail / Telephone call will not be considered.
- XI. **Guarantee/Warranty Period:** The materials supplied shall be warranted / guaranteed as per manufacturer's norms at least for a period for 12 months from the date of successful commissioning or for a period of 18 months from the date of despatch against manufacturing defect/ defective workmanship. Any defects of materials or poor workmanship within warranty period shall be rectified by the contractor at free of cost, otherwise the PBG shall be forfeited.
- XII. 7 (seven) years of AMC (considering life of communication equipment 7 years) is **mandatory criteria as per specific requirement in NER**. The bidder shall quote their rate considering 7 years of AMC after the date of expiry of normal warranty/guarantee periods as stated above.
- XIII. Bidder shall have to submit self-attested documents of i) Service tax registration ii) PAN card iii) VAT Registration No without which Bids may be summarily rejected.
- XIV. The Bid documents shall be submitted in online form.
- XV. **Pre dispatch Inspection and Testing:** Testing of the materials as per relevant standard shall be carried at contractor's works. The tests shall be performed in presence of the Corporation's representative. For deputation of an authorized representative for inspection and to witness such tests advance intimation prior to the tests shall be given to the Corporation. The test certificates are to be forwarded for approval of the purchaser.
- XVI. **Dispatch clearance:** No materials shall be dispatched without dispatch clearance issued by the purchaser in writing to the supplier.
- XVII. **Operational Manual:** The supplier / contractor shall provide 5 (five) sets of operational/Instruction manual of the RTU system along with the materials/equipment's.
- XVIII. Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents.

- XIX. Bidders must quote clearly both in words and figures and strictly in accordance with price schedule of the bidding documents.
- XX. In there is any discrepancy between unit price and the total price, the unit price written in words shall be considered.
- XXI. Bidders shall prepare and submit their bids in the electronic form in <https://neepco.abcpurchase.com>. Online bidding forms will be available in the above website.
- XXII. Failing to comply above or without submission of any one of the above mentioned documents or criteria, the bid shall not be considered for any evaluation and summarily rejected.

2. Instruction to Bidders:

- A. **Portal Registration:** The bidders intending to participate in the e-tendering and download the detail bid document have to register themselves in the portal <https://neepco.abcpurchase.com>. Relevant information about the bidder required the registration is available in the portal.
- B. **Vendor Registration fee:** The fee for Vendor Registration in the portal is Rs.3, 000.00 (Rupees Three Thousand) only per year (Non-refundable). After payment of vendor registration fee, the scanned copy of payment receipt shall be uploaded/submitted along-with details of the bidder to the address as mentioned in BRC or at e-mail ld:dnabandhu.baishya@rediffmail.com to advice the service provider for approval of Vendor.
- C. If a vendor is already registered and going to participate in the tender, the vendor is to ensure that his registration in the system is valid till the completion of the entire bidding process. Bidders may deposit the amount against vendor registration fee of Rs.3000.00 (Indian Rupees Three thousand only) in the following account:
- D. **Procedures for payment of registration fee:** Bidder shall make payment of vendor registration fee of Rs. 3000/- at the following account of NEEPCO.

Name of Account: E – procurement Account, NEEPCO Ltd.
Account No. : 913020005982636 of Axis Bank
IFS Code: UTIB0000270

- E. **Procedure for payment of EMD:** The Bidders have to submit the EMD in the form of DD / Bank Drafts/BG against EMD or bidders may deposit the amount against EMD in the following account: However, the original DD / Bank Drafts/BG against EMD to be submitted in due date as mentioned above. Bidders to upload scan copies of DD against EMD in the portal as a proof.

Name of Account : NEEPCO, AGBP
Name of Bank : SBI
Account No. : 34098989892
IFS Code : SBIN0009143

Bidders shall clearly indicate the head against which payment has been made at the above account in the following format:

- (i)/NIT No. Dated/Registration fee
(Name of bidder)
- (ii)/NIT No. Dated/Bid fee

(Name of bidder)

(iii)...../NIT No. Dated/Earnest Money

(Name of bidder)

- F. **Consignee:** The materials with accessories shall be delivered FOR AGBP site at the address i.e. Sr.Manager (E/M), MMW; AGBP/NEEPCO Ltd, Bokuloni, Dist: Dibrugarh, Assam, PIN – 786191.
- G. **Paying Authority:** The Sr. Manager (Fin), AGBP, NEEPCO, Bokuloni, Dibrugarh, Assam.
- H. **Court of Competent Jurisdiction:** Any legal action taken or proceeding initiated or any of the terms of the agreement shall be only in the jurisdiction of local court of this Power Station area in Dibrugarh, Assam.
- I. **Clarification on E-Tendering:** For any clarifications related to e-tendering, bidders are requested to contact e-Procurement Technologies Limited (Service Provider) having the following contact details:

E-Procurement Technologies Ltd.
A-201-208, Wall Street-II / Opp. Orient Club
Nr. Gujrat College / Ellis bridge
Ahmedabad-380015
Gujrat, India
Tel: +91-79-40016802 – 77
Cell: +91-9374519754 / 9377988119

- J. **On-Line Bid Submission:** Bidders shall prepare and submit their bids in the electronic form in <https://neepco.abcpocure.com>. Online bidding forms will be available in the above website.
Bidders view the tender opening results of techno-commercial and price bids in <https://neepco.abcpocure.com> by marking their presence.
- K. **Bidding Procedure:** The bidder shall submit the bid under Single Stage Two Bids system in the electronic form through e-Tendering.

Envelope-1: Techno-Commercial bid envelope and Sealed EMD Envelope.

Envelope-2: Shall contain Price Bid. Price bids shall be opened for only those bidders who are Techno- Commercially qualified.

- L. NEEPCO is not bound to accept the lowest tender and reserves the right to waive any formality in regards to submission of tenders or to reject any or all tenders without assigning reasons thereof.
- M. The tendered rates shall be legibly written in English, in Indian Currency, both in figures and words. In case of any discrepancy between words and figures, the rates in words shall govern. In case the amount shown against any item of schedule of price is not in conformity with the quantity and unit price, the unit price quoted shall govern.
- N. The contract must not be sub-let without the permission of the Corporation.
- O. The bidders shall submit all the information and documents as sought for in relevant clauses of the tender documents, both in Technical Specification & Commercial conditions. Tenders without the requisite information and documents shall be considered as incomplete and are liable for rejection.

- P. All information shall be furnished by the bidders in good faith and with full satisfaction. The bidder shall print or type his name and that of his company in the schedule of prices and each subsequent continuation sheets thereof, on which he makes any entry. Overwriting or changes should be dated and initiated by the bidder.
- Q. NEEPCO reserves the right to verify bidders' capability and capacity both in terms of technically and commercially to perform the contract as well as to verify the authentication of any or all documents produced/submitted by bidders.
- R. Each page of the tender should be signed by the bidders.
- S. NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
- T. NEEPCO reserves the right to accept/reject any or all offers in part or full and also the right to relax qualifying requirements whenever and wherever required without assigning any reasons thereof.
- U. Bidders are requested to visit <https://neepco.abcpocure.com> and <http://www.neepco.gov.in> regularly for any modification / clarification / amendment of the bid documents
- V. 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, without thereby incurring any liabilities to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the Purchaser.

W. Important Information and dates:

Sl.No	Particulars	Information / Dates
2	Earnest Money Deposit (EMD)/ Bid Security	Rs. 1,00,000/-
3	Date of commencement of downloading of detail NIT/ tender specification from https://neepco.abcpocure.com	12:00hrs. of 05.04.2016
4	Last Date & time for receipt of online bids.	15:00hrs. of 20.04.2016
5	Last Date & time for receipt of offline documents	15:00hrs. of 21.04.2016
6	The Date & Time of opening of online bids.	15:30hrs. of 21.04.2016
7	In case the due date happens to be a holiday/bandh, the tenders shall be opened at 15:30 hrs of next working day.	
8	Date & Time of opening PRICE BID: The PRICE BID shall be opened after evaluation of TECHNICAL BID and shall be intimated to technically successful bidder prior to opening of PRICE BID.	

-Sd/-

Senior Manager (E/M),
Plant Electrical Maintenance,
AGBP, NEEPCO, Bokuloni

Technical Specifications of EXISTING SYSTEM for up gradation of RTU.

Sl.	Item Description	Unit/Code	Qty
1	M/s Alstom T&D India Ltd. make S900RTU with DI=144 nos, AI=48 nos.	Nos	1
2	M/s Alstom T&D India Ltd. make MD 50 Modem for above	Nos	2
3	Voltage Transducer (Make: M/s ABB)	Nos	2
4	Frequency Transducer (Make: M/s ABB)	Nos	1
5	Active Power Transducer (Make: M/s ABB)	Nos	17
6	Reactive Power Transducer (Make: M/s ABB)	Nos	17

Details of RTU		
Cards in the RTU	Voltage Transducer	Frequency Transducer
PCU 900: 1 no	Make: ABB; Qty=2 nos	Make: ABB; Qty=1 no
CPU 900: 1 no	Type: TRA-124	Type: TRA-202
SAU 900: 1 no	Range: 0....132V~	Range: 45Hz....55Hz
MPS 900: 1 no	Input: 132V~	Input: 110V~
ACU 900: 1 no	Output: 4...20mA; 0...500Q	Output: 4...20mA; 0...500Q
AAU 900: 2 nos	Aux.Power 48V DC	Aux.Power: 48V DC
DAU 900: 3 nos	Class: 10.5I	Class: 10.1I
MD 50: 1 set		

Active Power Transducer	Active Power Transducer	Reactive Power Transducer	Reactive Power Transducer
Make: ABB; Qty=8 nos	Make: ABB; Qty=9 nos	Make: ABB; Qty=8 nos	Make: ABB; Qty=9 nos
Type: TRA-267 3-2E	Type: TRA-267 3-2E	Type: TRA-268 3-2E	Type: TRA-268 3-2E
Range: 19-0.52-190.52W	Range: 0....190.52W	Range: 19-0.52-190.52VAR	Range: 19-0.52-190.52VAR
Input: VrVyVb: 110V~ Ir :1A Ib :1A	Input: VrVyVb: 110V~ Ir :1A Ib :1A	Input: VrVyVb: 110V~ Ir :1A Ib :1A	Input: VrVyVb: 110V~ Ir :1A Ib :1A
Aux.Power: 48V DC	Aux.Power: 48V DC	Aux.Power: 48V DC	Aux.Power: 48V DC
Output: 4....20mA; 0....500Q	Output: 4....20mA; 0....500Q	Output: 4....20mA; 0....500Q	Output: 4....20mA; 0....500Q
PT: I/P 110V~ CT: I/P 1A	PT: I/P 110V~ CT: I/P 1A	PT: I/P 110V~ CT: I/P 1A	PT: I/P 110V~ CT: I/P 1A
Class: 10.5I	Class: 0.5	Class: 10.5I	Class: 10.5I



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,

.....

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with the Project, vide NIT No..... Date.....and whereas..... (here in after referred to as the Contractor) has submitted tender/tenders for the aforesaid works/supply.

And whereas one of the conditions of the tender is that the intending tenderers should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs..... (Rupees.....) only along with the tender.

Now, therefore this witnesseth:

We, the a Nationalized

(Name and address of the Bank)

Bank of India having its registered office at..... (Hereinafter 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 the tender for acceptance for a period of six/eight calendar months from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse, or protest and or without any reference to the Contractor and without waiting for the results of any litigation, disposal whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation for 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 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 an effect during the period taken for finalizing the contract and execution of the agreement.

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

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



That is to give effect to the Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtor:

That the Bank shall not be released of its obligation under this guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing 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 notwithstanding any neglect or forbearance or delay in the 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.

Notwithstanding, anything contained 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 period of months from the date it bears and it will hold for any demand made by the Corporation in the meanwhile.

And that if any further extension of this guarantee is required same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension the Contractor shall be treated as claim of the above-mentioned sum the Corporation upon the Bank.

In witness where of I am 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 day of

Witness

Signature

Name

Official address

Signature

Name

Designation

Authority as per power
of Attorney No. dtd.

Common Seal

In case of Bank Guarantees issued by a Foreign Bank, the same shall be confirmed by any of the Nationalized Bank in India:



PBG (PERFORMANCE BANK GUARANTEE) FORMAT

Proforma for Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No...

Date.....

To

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s..... with its Registered/Head Office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, or and assigns) a contract by issue of purchaser's Letter of Intent No..... dtd..... and the same having been unequivocally accepted by the Contractor resulting a "Contract" valued at Rs. (Rupees.....) only for

..... and the Contractor having agreed to provide a

(Scope of the Contract)

Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent of the said value of the Contract to the Purchaser.

We (name & address) 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 purchaser, on demand any and all money payable by the contractor to..... the extent of as aforesaid at any time upto..... (days/months/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and 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 previous consent of the purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The purchaser 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 forbear to enforce any covenants, contained or implied, in the contract between the purchaser 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 purchaser of its liberty with reference to the matters aforesaid or any of them or by reason



any other acts of omission or commission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Purchaser 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 the purchaser 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 upto and including..... And shall be extended from time to time for such periods as may be advised by the purchaser who is the beneficiary under this guarantee and in the event if the contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this.....day of.....20.....at.....

Witness

.....
(Signature)

.....
(Name)

.....
(Official address)

(Signature).....

(Bank's Rubber Stamp)

(Name)

Designation with

Bank Stamp.....

Authority as per Power

Of Attorney No.....

Dated.....

Note:

1. This sum shall be ten percent (10%) of the "Contract Price"

2. The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period as specified in the Contract.

In case of Bank Guarantees issued by a Foreign Bank, the same shall be confirmed by any of the Nationalized Bank in India.

