

**X**Dinabandhu Baishya  
Sr. Manager(E/M), PEM**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) 2825349/2825217****DETAIL NOTICE INVITING BID (DNIB)****NIT No. NEEPCO/AGBP/PEM/O&M-07/18-19/01 dtd.07/05/2018.**

NEEPCO, AGBP invites Online Sealed Single Stage Two Envelope bidding system (e-tender) through domestic competitive bidding with minimum 180 (one hundred eighty) days validity from **reputed Manufacturer** for Design, Manufacturing, Supply, Retrofitting/Installation, Testing and Commissioning of 2 x 100KVA, 1 phase, 230V, 110V UPS system **for industrial purposes** along with Battery Banks, Bypass System and Common control system suitable for replacement of old existing 2 x 100KVA, 1 phase, 230V UPS system whatever required to complete in all respects and disposal through buy back of old existing Battery Banks & old existing UPS system at AGBP, NEEPCO Ltd., P. O. Bokuloni Chariali, Dist: Dibrugarh, Assam, Pin:786191.

Last date and time for submission of bids: 15:00 hr on 14.06.2018.

Date and time for opening of bids: 15:30 hr. on 15.06.218

Earnest Money Deposit: 6, 00,000.00/- (Rupees six lakh ) only

Tender Fees: Rs. 5000/- (Rupees Five Thousand) only **and GST as applicable** (as per GST rule)

The detail Scope of Works and Terms & conditions for execution of contract shall as below and the detail bid documents including qualifying requirement can be downloaded from our official website <https://neepco.abcprocure.com> and <http://www.neepco.gov.in>. Bidders are requested to visit the same website regularly for any modification / clarification / amendment of the bid documents.

**1. SCOPE OF CONTRACT: The Scope of work to be executed as per this tender shall be as follows:**

- 1.1 Design, Engineering, Manufacture, Inspection and Testing at Manufacturer's works before despatch, Packing & Forwarding, Supply, Transportation to site, Insurance from the source of supply till commissioning, Material Handling, Loading and unloading, Storage at Site, Retrofitting/Installation, Testing and Commissioning of 2 x 100KVA, 1 phase, 230V, 110V UPS system **for industrial purposes** having latest technology IGBT based Rectifier, Inverters, Bypass System and Common Control System along with Lead acid Plante Battery (at least 450Ah) as per standard or latest revision, IRIT, MS Stand/Rack etc. **suitable for replacement of old existing 2 x 100KVA, 1 phase, 230V, 110V UPS system and common 450Ah Battery Bank** as stated in Annexure-I, Annexure-IA (SLD) at AGBP, NEEPCO Ltd.
- 1.2 The new UPS should be suitable for replacement of old existing 2 x 100KVA, 1 phase, 230V, 110V UPS (450Ah, cell 180 no/set) system as stated in Annexure-I, Annexure-IA (SLD); Dimensions, Panel and confirming as per requirement of technical specifications & guaranteed technical particulars (Annexure-II & III) whatever required to complete in all respects for the Power Plant at AGBP, NEEPCO, Bokuloni. The new UPS should be capable to charge the new Lead acid Plante Battery.

- 1.3 The scope includes to provide 2 (two) no additional source of 110V AC for uninterrupted power supply from Central (new) UPS for control system of 4(four) no Gas Booster Station in the Power house (distance 600m in approximate) having alternately synchronization/changeover facility without interruption else with **an alternate uninterrupted source (at least 5KVA) at GBS independently** to the centralized UPS having synchronization facilities to keep change over from another source. In case of two alternate source at GBS independently to the centralized UPS, the scope shall include all accessories as required to resolve the purpose of 110V supply which shall be suitable for the existing system and need to submit along with the tech-commercial bid. ***The bidders are requested to make assessment of the system by visiting our site for technical suitability, inspection & confirmation accordingly before submitting the offer.***

1.4 **Load End Power Supply Distribution /ACDB**

Bidder shall provide power supply distribution boxes for sub-distribution of main UPS/ Utility feeder(s). These shall include necessary change over circuitry (if applicable), switch-fuse units, MCB, terminal blocks etc. suitable for the application. The supply distribution boxes shall be installed and utmost care should be taken to minimize interruption of critical load. These shall include necessary change over circuitry. Details planning need to be submitted along with technical bid.

The details of the AC distribution board, number of feeders etc. of the 2x100% are stated in existing system as ACDB. However, 25% spare feeders (minimum one each rating) with fuses for each rating shall be provided. The bidders are requested to make assessment of the system by visiting our site for technical suitability & confirmation accordingly before submitting the offer.

- 1.5 **Annual Maintenance Contracts:** The bidders need to ensure a complete preventive and full service maintenance contracts for a periods of 5(five) years for both the UPS system and battery system. The preventive maintenance service will have to be performed by factory trained Customer Engineers. The Annual Maintenance Contracts will be effective from the date of expiry of Warrantee/guarantee periods.

- 1.6 Disposal through buy back of the existing old tubular/rubber lead acid battery bank (450Ah, cell 180 no/set) and old existing 2 x 100KVA, 1 phase, 230V, 110V UPS system of AGBP, NEEPCO Ltd. (Dismantling of the old batteries in the battery bank and disposal as per statutory guide lines. Collection of the old batteries from Power Station site and draining of acid as required from the old batteries shall be in the Scope of the contractor) **as stated in Annexure-I**

- 1.7 The supplier shall arrange for coverage of insurance policy viz transit insurance till delivery at site, storage at project site, erection, testing and commissioning of the supplied equipment's shall be covered under the scope of contract.

- 1.8 **Mandatory Spares/Accessories:** The bidders need to provide the following mandatory spares including fuses of equivalent ratings for each items and suitable for the equipment's to be supplied.

- i) All cards /PCBs 1(one) number for each ratings and fuse of 10% of each ratings, IGBT block 2nos all ratings, SCR block 1 no each rating.
- ii) Accessories and fittings as stated in annexure-II (Schedule of technical requirements).

- 1.9 Bidder shall have to specify the required FRLS (Fire resistance /redundant low smoke) Aluminum cable between new battery bank and UPS of suitable size and to quote the price. The price of the FRLS Aluminum cable as specified in the BOM (Unpriced schedule) shall not be considered in price bid for preparation of Comparative Statement. However, NEEPCO reserves the right to take the

decision for procurement of same or not which shall be decided in time. In case of procurement, the unit price of cable shall be considered.

## **2.0 QUALIFYING REQUIREMENTS FOR BIDDERS (TECHNICAL)**

### **2.1 TECHNICAL REQUIREMENT**

2.2 Bidder must be an **original equipment manufacturer** of the equipment to be supplied under the scope of contract.

2.3 Bidder should ensure that the equipment's must be from reputed manufacturer & to indicate clearly the name of manufacturer with life period of the equipment's which to be supplied under the scope of contract. The bids must clearly indicate the name of the manufacturer, the type and model of each equipment proposed to be supplied and retrofitted/erected. The bids should also contain drawings and descriptive materials indicating general dimensions, material from which the component are manufactured, principles of operation, the extent of pre-assembly involved, major erection equipment (details of which have to be furnished with the bid itself) proposed to be deployed, method of retrofitting/erection and proposed erection organizational structure. **Non-submission of documents may result in disqualification.**

2.4 **Type Test Certificate from any Govt. Accredited laboratory shall have to be submitted along with the bid for the offered equipment.**

2.5 **Quality Assurance:** i) The Manufacturer shall have experience in the field of Design, Manufacture, Supply, Testing and Commissioning of solid-state UPS systems or in latest technology in UPS system for a minimum period **10 years**. The intending manufacturers are required to describe the applied design and manufacturing quality assurance procedures in the offer and to submit accredited independent QA verification certificate such as ISO certification for engineering, manufacturing facilities, service organization to ensure the quality assurance. NEEPCO reserves the right to inspect the Tenderers design and manufacturing facility to undertake QA audit during the period of tender evaluation.

ii) Bidder should provide the information and Description of Quality Assurance plan to be adopted by him a) at their Factory/ Works during manufacturing, b) At Work Site during execution.

2.6 **Experience:** The bidder shall be a regular manufacturer of UPS system and must experience in the field of Design, Manufacture, Supply, Testing and commissioning of 100KVA or above 1 phase solid-state UPS systems or in latest technology for a minimum period 10 years. The bidder must have experience on execution of similar contract of 100KVA or above 1 phase UPS system and shall have successfully executed at least 5(five) nos. of 100KVA or above 1 phase UPS system to any PSU/Govt. (either central or state) power utilities in India which shall include Design, Engineering, Manufacture, Supply, Installation/Retrofitting, Testing and Commissioning along with associated auxiliaries, which are in successful operation for a period of at least 3 (three) consecutive years within a period of 7 (Seven) years ending last day of the month previous to the one in which this NIB is floated. Details including year-wise value of work executed, clients, proof of satisfactory completion of work and operation of such installations, Performance certificate in owner/occupier letter head towards satisfactory operation and service, complete address of client/end user, phone no, fax no, email, name of contact persons, website etc. shall be furnished in support of offered battery bank & UPS system. **Non-submission of documents in support of similar experience may result in disqualification.**

2.7 **Availability of Spares:** Bidder should ensure availability of spares through the life of the equipment's to be supplied under the scope of contract and to ensure to provide within shortest

possible time after call. The successful bidder shall submit manufacturer's undertaking during submission of drawings that the spares for the supplied items shall be available for at least **15-20 years** from the date of placement of LOA. All the participating bidders shall have to confirm in writing & undertaking shall be submitted in case they receive order.

- 2.8 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. The Tenderer should also confirm that there is no pending litigation on account of executing similar orders.
- 2.9 The bidder shall also provide documentation, demonstration/onsite training and testing to equipment at site to accrue technical knowledge, smooth operation and maintenance the new equipment.
- 2.10 Unit Start-Up & Site Testing:** The manufacturer's authorized/field service personnel shall have to provide site testing if requested. Site testing consists of a complete test of the UPS system and the associated accessories supplied by the manufacturer. A partial battery discharge test shall have to be provided as part of the standard start-up procedure. The test results will be documented, signed, and dated for future reference.
- 2.11 Manufacturer's Field Service:** The UPS manufacturer must have employee for service, consisting of factory trained Customer Engineers dedicated to the start-up, maintenance, and repair of UPS and power equipment. The manufacturer had to ensure the appropriate technical support resources to match escalating customer needs. Technical support service should be ensured in the NE Region and to provide within 24 hrs in case of urgency.
- 2.12 Training at site:** - The supplies shall have to provide **insitu training** to O&M personnel of the plant for operation and maintenance of supplied equipment.

### **3.0 QUALIFYING REQUIREMENTS FOR BIDDERS (COMMERCIAL)**

**3.1 COMMERCIAL REQUIREMENT (Financial Capability):** The bidder shall provide satisfactory evidence concerning the following:

- a) **Minimum Average Annual Turn Over (MAAT):** The average annual turnover of the bidder in the best 3 (three) financial years out of the last 5 (five) years financial year should not be less than Rs.3.75 Crores. Other income will not be considered for arriving at annual turnover
- b) **Net Worth:** The Net Worth of the bidder as on last day of the preceding financial year shall not be less than 50% of the Paid up Share Capital. The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit & Loss Account if not reduced from Reserves.

Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31<sup>st</sup> March of the previous Financial Year, along with Letter of adequacy and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

- c) The bidder should have liquid assets or / and evidence to availability of unutilized credit facilities of not less than Rs.1.25 Crores.

The certificate of the Banker regarding the availability of unutilized credit facility should not be dated earlier than 30 (thirty) days prior to the date of opening the bid

- d) Bid Capacity: The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than the estimated cost of the work put to tender:.

Bid Capacity =  $A \times N \times 2 - B$ , where A = maximum value of works executed in any one year during last 7 (seven) years (at current price level)

N = Completion time of the proposed work in years.

B = Value at current price level of existing commitments and ongoing works to be completed during next N years.

- 3.2 The bidders shall also submit valid **GST**, copy of Registration under EPF from appropriate Authorities, PAN etc. as per government norms **without which Bids may be summarily rejected**.

- 3.3 The bidders shall also provide satisfactory evidence with respect to the following:

- i) They do not anticipate change in the Ownership of their concern during the proposed period of work. If such a change is anticipated, the scope and effect thereof shall be defined.
- ii) They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. They shall submit at least 3 (three) copies of their audited Annual Reports and balance sheet for the last 5 (five) years and the latest Sales Tax Clearance Certificate and latest Banker's certificate indicating amount in support of solvency
- iii) In case bidders are unable to furnish such certificates, they shall give valid reason for the same. The Purchaser reserves the right to reject any bid if Sales Tax Clearance Certificate or the reasons for the bidders' inability to furnish such a certificate are not mentioned in the bids.

- 3.4 **Bid Fee: (Off-Line/On-Line):** In case of off-line, Bidders shall have to deposit/submit Bid Fee Rs.5,000.00 (Rupees five Thousand) only (Non- refundable) and GST as applicable (**as per GST rule**) in the form of Crossed Bank Draft/DD from any Nationalized or Scheduled Bank in favour of M/S NEEPCO Ltd. Bokuloni Chariali, Dibrugarh. The Bid fee to be submitted in original in a separate sealed envelope superscripted as "BID FEE FOR E-TENDER NO. AGBP/PEM/O&M-07/18-19/01 dtd.03/05/2018" on or before schedule date & time of opening of Tech Commercial Bid.

In case of On-line payment, the bidder shall make the payment an amount of Rs.5,000.00 (Rupees five Thousand) only (non- refundable) and GST as applicable (as per GST rule) through "SB-COLLECT" of State Bank of India against this bid as per procedures/steps elaborated in Cl. No. 4.6 below. The payment shall be made before schedule time of opening of Tech Commercial Bid as mentioned in the bid documents. A scan copy of same may be emailed in advance as a proof. During payment of bid fee through "SB-COLLECT" of State Bank of India, Bidders shall clearly indicate the NIB No. ("BID FEE FOR E-TENDER NO. AGBP/PEM/O&M-07/18-19/01 dtd.07/05/2018") against which the bid fee is paid. Bids without BID FEE in the manner specified above shall be summarily rejected.

- 3.5 **EMD (Off-Line/On-Line):** In case of off-line, Bidders shall have to deposit/submit EMD Rs. 6, 00,000.00/- (Rupees six lakh) only in the form of DD / Bank Drafts/Call Deposit/ Bank guarantee from a Nationalized Bank / Scheduled Bank drawn in favor of M/S NEEPCO Ltd, Bokuloni Chariali, Dibrugarh payable at Bokuloni Chariali, Dibrugarh in the prescribed format (Annexure-EMD) furnished in this tender. The EMD to be submitted in a separate sealed envelope superscripted

as “EMD FOR E-TENDER NO. AGBP/PEM/O&M-07/18-19/01 dtd.07/05/2018” on or before schedule time of opening of Tech Commercial Bid as mentioned in the bid documents. No interest will be payable by the Purchaser on the above Bid Guarantee and its extension, if any. Or

In case of On-line payment, the bidder shall make the payment an amount of Rs. 6, 00,000.00/- (Rupees six lakh) through “SB-COLLECT” of State Bank of India against this bid as per procedures/steps elaborated in Cl. No. 4.6 below. The payment shall be made before schedule time of opening of Tech Commercial Bid as mentioned in the bid documents. A scan copy of same may be emailed in advance as a proof. No interest will be payable by the Purchaser on the above Bid Guarantee and its extension, if any. Bids without EMD in the manner specified above shall be summarily rejected.

However for Micro / SSI / NSIC units. Firms/ contractors which registered as Micro / SSI / NSIC are exempted from payment of applicable EMD & Tender fees and same authentic documentary evidence in support of such registration to avail the said exemptions need to be submitted/uploaded in the tech-commercial bid. However, the bidders have to email/intimated in advance for proof of exemption from submission of EMD before schedule time of opening of Tech Commercial Bid. Bids without same as specified above shall be summarily rejected. Necessary preferences shall be given to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.

- 3.5.1 Procedure for payment of EMD & Bid Fees:** The Bidders (in case of Off-line) have to submit the EMD in original in the form of DD / Bank Drafts/Call Deposit/ Bank guarantee (Annexure-EMD) and Bid Fee in the form of Crossed Bank Draft/Demand Draft from a Nationalized Bank / Scheduled Bank drawn in favor of M/S NEEPCO Ltd, Bokuloni Chariali, Dibrugarh payable at SBI, Bokuloni Chariali. Both the Bid Fee and EMD envelopes shall be enclosed in a separate envelope in sealed superscripted as “e-tender no. AGBP/PEM/O&M-07/18-19/01 dtd.07/05/2018” and to be submitted to “The office of Sr. Manager (E/M), PEM, AGBP, NEEPCO Ltd. PO: Bokuloni, Dist: Dibrugarh, Assam, PIN: 786191”. Both the EMD and Bid Fee to be submitted/reached in the office before schedule time of opening of Tech-Commercial bid.

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)

In case of On-line payment, the bidder shall make the Bid fees and EMD of as stated above through “SB-COLLECT” of State Bank of India against this bid as per procedures/steps elaborated in Cl. No. 4.6 below.

- 3.6 Prices:** The Price shall be quoted on FOR AGBP, NEEPCO, Bokuloni basis indicating all charges towards freight & transit insurance and Taxes & Duties. The quoted prices shall remain FIRM for

the validity period of the tender. The supplier shall arrange for coverage of insurance policy viz transit insurance till delivery at site, storage at project site, erection, testing and commissioning of the supplied equipment's shall be covered under the scope of contract and take full responsibility during transit and comply with necessary safety measures as called for relevant Act/Regulations

**3.7 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 as per government norms at the time of execution.

**3.8 Terms of Payment:**

**3.8.1 For Supply:** 100% of F.O.R/F.O.B. at AGBP along with applicable taxes & duties for Supply items shall be paid within 30 days after receipt of materials in full and good condition at site subject to submission of BG @10% of the total Contract Price (excluding AMC price) valid for the period of 90 days from date of expiry of guarantee/warranty period

**3.8.2 For Retrofitting/Installation, Testing and Commissioning:** 100% charges for Erection, Testing and Commissioning along with 100% service taxes 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:

- i. Bill/ Invoice in triplicate,
- ii. Guarantee/ warranty certificate,
- iii. Bank account details for e-payment.
- iv. Submission of test certificates & relevant drawings (For Supply: i-iv)
- v. Submission of job completion certificate. (For Installation, Testing and commissioning: i, v)

However, Installation/Retrofitting, Testing and Commissioning may be done in phase manner depending on clearance for availing shutdown of Units. Prior intimation shall be given in due time and effort will be given from our end to avail the shutdown in a shortest possible time. However during commissioning period, free accommodation and food on chargeable basis shall be provided to the service engineer/commissioning engineer at our Guest House.

**3.8.3 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 annual maintenance cost for each concern years or renewal/extension of BG for succeeding years. The AMC shall be valid for a period of 5(five) years to be commenced from the date of expiry of warranty/ guarantee period.

**3.9 a). Security Deposit for Supply, Installation/Retrofitting, Testing and Commissioning:** The successful bidder shall have to submit **Bank Guarantee in lieu of 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-SD). The Security Deposit shall have to submit within a period of 30 days from the date issue of Contract Order

**b). Security Deposit for AMC:** The successful bidder shall have to submit Bank Guarantee in lieu of Security Deposit @10% of annual maintenance cost for each concern years valid for 90 days from date of expiry of total maintenance contract periods or renewal/extension of BG for succeeding year wise valid for 90 days from date of expiry of AMC periods to be commenced from the date of expiry of warranty/ guarantee period. The Security Deposit shall have to submit within a period of 30 days from the date issue of Maintenance Contract.



- 3.10 **Delivery Period:** The materials shall be delivered at site within 4(four) months from the date of approval of drawing.
- 3.11 **Commissioning Period:** The entire works are to complete within 5(five) months from the date of approval of drawing. However Installation, Testing and Commissioning periods may be extend depending on clearance for availing shutdown of Units. Prior intimation shall be given in due time and effort will be given from our end to avail the shutdown in a shortest possible time.
- 3.12 **Guarantee/Warranty:** The materials supplied shall be warranted / guaranteed as per manufacturer's norms or for a period of 18 months from the date of despatch or 12 months from the date of successful commission whichever is earlier against manufacturing defect/ defective workmanship. The successful bidder shall supply the materials to the satisfaction of the Engineer-in charge. Defective materials shall be replaced/ rectified by the supplier at free of cost immediately on intimation from this end.
- 3.13 **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.
- 3.14 **Bid Validity:** The bid must be valid for **180 (one hundred eighty) days** from the date of opening of the tender. If the bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid, the Purchaser shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Guarantee (Earnest Money).
- 3.15 **Submission of Drawing:** The contractor shall submit the Drawing, Documentation and BOM within 2(weeks) from the date of awarding the contract for approval of the purchaser. The contractor shall furnish general layout diagram to accommodate the batteries with necessary fitting and fixings in the existing battery room at AGBP Power House.
- 3.16 **Operational Manual:** The Manufacturer/Bidder/contractor shall have to provide 5 (five) sets of Operation and Maintenance Manuals of specified UPS of good quality in bidding conditions along with equipment. The Manuals shall clearly include & indicate the installation methods, installation drawings, instructions a functional description of the equipment with block diagrams, safety precautions, illustrations, step by step operating procedures, and routine maintenance guidelines.



- 3.17 **Factory Testing:** Before shipment, the manufacturer fully and completely tests the system to assure compliance with the specification.
- 3.18 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 authorised representative for inspection and to witness such tests advance intimation at least 20 days ago prior to the tests shall be given to the Corporation. The test certificates are to be forwarded for approval of the purchaser.
- 3.19 **Dispatch clearance:** No materials shall be dispatched without inspection or his authorized representative or otherwise given dispatch clearance by the purchaser in writing to the Supplier.
- 3.20 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)
- 3.21 The Bid Guarantee of successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Contract Performance Guarantee or SD (Security deposit) furnished by the bidder as stated in the terms & conditions in this NIT
- 3.22 No interest will be payable by the Corporation on the Bid Guarantee submitted by the bidder along with his bid.
- 3.23 If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited along with other action as per norms of the Corporation.

#### **4.0 Instruction to Bidders:**

##### **4.1 Portal registration fee:**

The fees for Bidder Registration in the portal is Rs 3000.00 (Rupees three thousand) only per year (Non-refundable).

##### **4.2 The procedures for registration in the e-tendering portal are as under.**

Step-1: Visit the e-tendering portal <https://necpc.abcprocure.com>

Step-2: Click on new *Register* and submit the online Form for company /bidder details required. Already registered bidder having a valid registration may directly log-in to the e-tendering portal.

Step-3: The bidder has to map the digital certificate (Class-II or Class –III Signing & Encryption Certificate) with his login-id as per the name of the registered company for approval process. For registration & Digital Certificate related information, the bidders may contact the Service Provider at:

E-Procurement Technologies Limited (ETL)  
Mr. Himalaya Vaishnav  
Phone No. +91-79-40016866/38/21/18  
Mobile No. +91-9099090830  
Email [info@abcprocure.com](mailto:info@abcprocure.com)

However, bidders are free to obtain Digital Signature Certificate from any other certification agencies appointed by the Controller of Certification Agencies (CCA) under the provision of IT Act, 2000.

Step-4: Payment for bidder registration in the e-tendering portal:

Bidders shall make the payment of non-refundable Bidder registration fee of Rs.3000.00 (Rupees Three thousand only) **through “SB-COLLECT” of State Bank of India** as per procedures/steps elaborated in Cl. No. 4.6 below.

Step-5: After payment of bidder registration fee through **“SB-COLLECT” of State Bank of India**, this system generated receipt shall be downloaded and send it to the Contracts & Procurement Department, NEEPCO, Shillong at e-mail ID : contract\_neepco@yahoo.com to advice the service provider for approval of the Bidders' registration.

Bidders may also contact Sri N.Kithan, Manager (C), C&P Department, NEEPCO, Shillong, Mobile No. +91-9436306773, to get confirmation regarding receipt of bidder registration fee.

Step-6: On approval of the bidder in the system, e-mail will be sent by the Service Provider to the Company/bidder regarding their bidder profile activation. The registration is valid for one year once bidder profile is activated.

- 4.3 All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Bidder Registration, if any.
- 4.4 For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id : *dinabandhu.baishya@rediffmail.com ; pem.agbp@rediffmail.com; Bidder may contact in regard to the instant NIB at 0374-2825215/9435339966.*
- 4.5 For any clarification related to procedure for bid submission, online furnishing of clarification in e-procurement portal etc, bidders may contact:-

**E-Procurement Technologies Limited (ETL)**

A - 201-208, Wall Street - II / Opp. Orient Club  
Nr. Gujarat College / Ellis bridge, Ahmedabad - 380015.  
Gujarat, India

**Phone No. : +91-79-4027 0564 | 555 | 563 | 507 | 548**

Cell: +91-93745 19729| +91-93286 57215

Support Help-Desk No. at NEEPCO Shillong:

Tel: 0364-2507270/8974665789

Mail: support.neepco@abcprocure.com|support@abcProcure.com

- 4.6 **The procedure/steps for payment by SB-COLLECT of State Bank of India (for payment of portal registration fee):**

STEP-1	The bidder shall visit url/web page <b><a href="https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm">https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm</a></b> on any internet browser.
STEP- 2	State Bank Collect page will appear. Select <b>“ALL India”</b> for <b>“State of Corporate/Institution”</b> Select <b>“PSU”</b> for <b>“Type of Corporate/Institution”</b> Click <b>“GO”</b>

STEP -3	In the new screen, select PSU Name as “ <b>North Eastern Electric Power Corporation Limited</b> ” and Submit.
STEP-4	In the new screen, select Payment Category as “ <b>AGBP/SHILLONG - PARTIES</b> ”.
STEP-5	<p>New Screen will appear, here the bidder has to fill all the required information for the payment as under:</p> <p>i) Under <b>Name of Payer</b>: The Bidder is to fill up his Name and Address.</p> <p>ii) Under <b>Short Details of Payment</b>: The Bidder shall indicate Portal <b>Registration Fees, BID FEE with GST, EMD as applicable</b>. In case of BID FEE and EMD payment, the Bidder shall indicate BID FEES or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No: NEEPCO/AGBP/PEM/O&amp;M-07/2018-19/01 dtd. 07/05/2018, the bidder has to fill under this option as “EMD for NIB No: NEEPCO/AGBP/PEM/O&amp;M-07/2018-19/01 dtd. 07/05/2018”.</p> <p>iii) <b>Under Type of PAYER</b>: The Bidder is to select VENDOR OR CONSULTANT whichever is applicable.</p> <p>iv) <b>Under CIN in case the Payer is a company</b>: The bidder is to fill up his CIN in case of a company, otherwise may kept blank.</p> <p>v) <b>Under Payment amount</b>: The bidder is to fill up the amount as per bid condition.</p> <p>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</p> <p>vii) Fill Captcha.</p> <p>viii) Then Submit.</p>
STEP-6	In the new screen, check the details and click “ <b>CONFIRM</b> ”, if correct.
STEP-7	The <b>Multi Option Payment System</b> will be available for making the payment. The Bidder may select option as per convenient and make the payment.
STEP-8	<p>After successful payment, the system will generate receipt.</p> <p>The receipts may also be generated from Reports - i.e. SB Collect (Request Report/Download Report).</p> <p>This system generated receipt shall be downloaded for submission as per bid condition.</p>

**X**

Dinabandhu Baishya  
Sr.Manager(E/M), PEM

- 4.7 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:

4.8 **Bank Account Details:**

**Name of Account : NEEPCO, AGBP**

**Name of Bank : SBI**

**Account No. : 34098989892**

**IFS Code : SBIN0009143**

**PAN: SHLN00284E; VAT NO: NHR/TAN-1359; CST NO: 18429918538**

**E/Tax REG. NO: 18468802220; S/TAX REG. NO: AAACN9991JST002.**

**GSTN/Unique ID: AAACN9991J; PAN: AAACN9991J**

- 4.9 **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.
- 4.10 **Paying Authority:** The Sr. Manager (Fin), AGBP, NEEPCO, Bokuloni, Dibrugarh, Assam.
- 4.11 **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.
- 4.12 **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.
- 4.13 Bidders view the tender opening results of techno-commercial and price bids in <https://neepco.abcpocure.com> by marking their presence.
- 4.14 **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 EMD Envelope (**Off line & On-Line**).  
**Envelope-2: Price Bid.** Price bids shall be opened for only those bidders who are Techno-Commercially qualified and shall be intimated technically successful bidder prior opening of Price Bid.
- 4.15 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.
- 4.16 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 lowest shall be considered*. 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.
- 4.17 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.
- 4.18 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.

- 4.19 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.
- 4.20 Each page of the tender documents should be stamped and signed by the bidders.
- 4.21 NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
- 4.22 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.
- 4.23 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.
- 4.24 Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids Or 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.
- 4.25 Important Information and dates:

Sl.No.	Particulars	Information / Dates
2	Earnest Money Deposit (EMD)/ Bid Security	Rs. 6, 00,000.00/- (Rupees six lakh)
3	Date of commencement of downloading of detail NIT/ tender specification from <a href="https://neepco.abcpocure.com">https://neepco.abcpocure.com</a>	12:00hrs. of 15.05.2018
4	Last Date & time for receipt of online bids.	15:00hrs. of 14.06.2018
5	Last Date & time for receipt of offline documents	15:00hrs. of 14.06.2018
6	The Date & Time of opening of online bids.	15:30hrs. of 15.06.2018
7	In case the due date happens to be a holiday/bandh, the tenders shall be opened at 15:30hrs 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.	

## **5.0 General Instructions & Information for Bidders:**

- 5.1 PROJECT INFORMATION: Assam Gas Based Power Plant is located in the Dibrugarh District of the State of Assam in India. The nearest Railhead of the Project area is Duliajan/Tinsukia in the State of Assam, under NF Railway.
- 5.2 It will be presumed that the bidders have acquainted themselves fully with the site conditions and have taken those and other factors, as stated above, into consideration while submitting their bids, irrespective of whether or not they have undertaken site visits.
- 5.3 Access to the site will be granted to the bidders during the period of preparation of bids through prior appointment with the Purchaser. The cost of inspection of site shall be to the bidders' own account. However, during the execution of works (if work order issued), free accommodation shall

be provided to service/commissioning engineer & technician at our site & within restricted seat. However, food charges shall be on chargeable basis as per our standard rates.

- 5.4 Bidders shall be responsible for obtaining statutory clearances from the concerned Authorities for commissioning of the Plant.
- 5.5 Variation in Quantity: The Bidders shall execute the whole of the work as per Specifications, under scope of contract and direction of the Engineer-in-Charge irrespective of any quantity variation at the rates entered in the Bill of Quantities. The purchaser has the right to accept the whole quantities or reduce/delete the quantity under BOQ for reason whatsoever during the execution of works and if feels by the Engineer-In Charge of NEEPCO.
- 5.6 The Bidders shall obtain all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the Contract, and will obtain Storage-cum-Erection policy for the materials and equipment to be erected by him under the Contract, in the joint names of the Purchaser and the Contractor, and to be kept valid till the plant and equipment is taken over by the Owner. It may so happen that, for erection works, the Contractor will have to take insurance coverage for the materials and equipment supplied by the Owner. In such case, the Contractor shall take insurance coverage for these materials and equipment also in which case the premium paid by the Contractor for Owner's materials and equipment shall be reimbursed to the Contractor against submission of documentary evidence. The Contractor shall, at his own cost, obtain Workmen's Compensation Insurance, Comprehensive Automobile Insurance, Comprehensive General Liability Insurance Policy and Fire Insurance
- 5.7 Deviation from bid document / additional clauses:
- a) All bidders are cautioned that bids containing any deviation from the basic parameters in respect of General Terms and Conditions, Technical Specification and the Bid Drawings as contained in the bid documents are liable for rejection.
  - b) Technical / commercial deviations, if any, for each specification Volume / Section of the bid documents should be given in the enclosed respective schedules and except for the deviations given therein it shall be construed that bidders shall comply completely with all the other requirements of the specification
  - c) Acceptability / non-acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the bid documents, shall be judged by the Purchaser. The deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The deviations / additional clauses which are not acceptable to the Purchaser shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained. The Purchaser shall be the sole judge for assessment of acceptability / non-acceptability of deviations / additional clauses. The decision of the Purchaser in this respect shall be final and binding.
- 5.8 The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- 5.9 REVERSE AUCTION:
- a) The Purchaser reserves the right to go for Reverse Auction process to finalize the tender or may finalize the tender without Reverse Auction. The decision to conduct Reverse Auction or not will be conveyed to the techno- commercially qualified bidders after opening of price bid. The

General Terms & Conditions and business Rules for Reverse Auction is given in Section-IX of the bid document.

- b) Bidders shall furnish the undertaking to participate in RA as per Form-DECLARATION (given in Section-IX.) along with the techno commercial bid in their letter head.
- c) Bidders not confirming to participate in Reverse Auction if conducted by the Purchaser, their original quoted price shall be treated as final quotation.
- d) The techno-commercially qualified bidders who have confirmed acceptance to the Purchaser on Reverse Auction, but finally do not participate in Reverse Auction process, their original quoted price shall be considered as final.
- e) If a bidder does not want to quote any price below the starting /ceiling price during Reverse Auction, their “Logged In” during Reverse Auction itself shall be considered as Participation. Their original quoted price shall be considered as final.
- f) After opening the price bids and arriving at evaluated cost to the Purchaser after due commercial loading and other price impacts if any as per bid condition, the bidders whose price bids have been opened shall qualify for participating in the Reverse Auction event conducted as per business rules of RA.
- g) It shall be Purchaser’s discretion to use the Lowest Evaluated Cost already evaluated amongst the Price Bids or any other price as the Starting Price in RA.
- h) Decrement value shall be 0.5% of the starting/base price, corrected to nearest multiple of 100.
- i) In case the Purchaser decides not to go for the reverse auction procedure for the tender, the price bids already opened and evaluated shall be considered for finalizing the tender.
- j) The Purchaser reserves the right to award the contract as per Purchaser’s discretion irrespective of the live Auction Rank.
- k) After completion of reverse auction, the lowest bidder has to fax/e-mail the duly signed filled in prescribed format confirming the price quoted along with price break up as per Price Schedules of NIB within 24 hrs of auction without fail.
- l) The L1 bidder shall furnish the price break up after reverse auction which shall be proportionately distributed among each line item in line with the original price quoted.
- m) After completion of reverse auction, the purchaser will evaluate the L1 bid received after reverse auction along with the original price bids already opened to assess the lowest evaluated bid.
- n) If no bid is received during reverse auction within the specified time duration of the online reverse auction, the original quoted price of the bidders shall be processed to evaluate the lowest bid.
- o) If the L1 bidder as per the original quoted prices does not participate in the reverse auction, then the L1 bid received during reverse auction shall be considered for evaluation and award.
- p) The prices quoted in the e-reverse auction shall be the total lump sum prices as per the scope of work in the tender inclusive of all taxes & duties, levies deviations considering the loading factor furnished by the Purchaser on his quoted prices.



- 5.10 If the bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded or appears to be unusually low in relation to the Corporation's estimate of the items of work to be performed and services to be rendered under the Contract, the Corporation may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If after review of the analysis submitted by the bidder reasonable doubts persist as to whether the required goods and works can be procured at the rates offered and if this is reasonably expected to pose a considerable risk to the performance of the contract, the bid in question shall be excluded.
- 5.11 Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Purchaser, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works. Also, the Purchaser reserves the right to reject any or all bids Or 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.

-Sd/-

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



X

Dinabandhu Baishya  
Sr.Manager(E/M), PEM

