



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)

KAMENG HYDRO POWER STATION
KIMI, DIST. WEST KAMENG,
ARUNACHAL PRADESH
PIN - 790 114



ISO 9001-2000
ISO 14001-1996
OHSAS 18001-1999

e-TENDER DOCUMENT

NIT No. NEEPCO/KaHPS/C&P/A-12/2025-26/ 486 Dtd. 02.09.2025

VOL- I

TECHNO-COMMERCIAL BID

(Section-I)

NOTICE INVITING BID

“Supply, Packing & Forwarding, Transit Insurance, and Delivery of Surge Arrestors for 400 kV Switchyard of Kameng Hydro Power Station.”

(This document is meant for the exclusive purpose of bidding against this tender and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

NOTICE INVITING e-TENDER

NO. NEEPCO/KaHPS/C&P/A-12/2025-26/ 486

Dated 02.09.2025

NEEPCO invites **ON-LINE** bids in GeM portal with bid validity 90 days from reputed manufacturer / OEM / Authorized dealer / Seller / reseller for Supply, Packing & Forwarding, Transit Insurance, and Delivery of Surge Arrestor for 400 kV Switchyard at site Kameng Hydro Power Station.

The BOQ & Specifications of material are described in the bid document.

The bidding in GeM shall be under **"SINGLE STAGE TWO ENVELOPE" system** through Domestic Competitive Bidding (DCB) e-Tendering in GeM portal. For Detail NIT, please visit GeM portal and website of NEEPCO: **www.neepco.co.in**. **The bid shall be submitted online through GeM portal only.** Any amendments, updates regarding this bid will be published in GeM portal only.

1.0 ACCESS TO THE PLANT AREA:

The Kameng Hydro Power Station is located in the West Kameng District of the State of Arunachal Pradesh in India. The nearest railhead is Bhalukpong in Arunachal Pradesh. The nearest airport is Tezpur, with limited services from Kolkata, the nearest major airport is Guwahati.

The approximate distances by road between the following locations are: Guwahati to Bhalukpong : 235 Km

Tezpur to Bhalukpong	: 60 Km
Bhalukpong to Kimi	: 40 Km
Balipara to Bhalukpong	: 36 Km

The plant is approachable via Balipara which is on National Highway 52. Kimi Power House site is located at 29 Kms. from Khupi charali. Kimi PH site can also be reached from Pinjori, which is approximately 15 Kms. from Bhalukpong on the Bhalukpong Nechifu road.

One shall require to obtain Inner Line Permit (ILP) for entry to Arunachal Pradesh, which can be obtained from the Resident Commissioner, Arunachal Pradesh, having offices at almost all major cities viz. New Delhi, Kolkata, Guwahati and Shillong.

2.0 BRIEF SCOPE OF THE CONTRACT:

Supply, Packing & Forwarding, Transit Insurance, and Delivery of Surge Arrestor as per BOQ & Specifications for 400 kV Switchyard at Kameng Hydro Power Station.

QUALIFYING REQUIREMENT / CRITERIA OF BIDDERS:

A) TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDERS:

- a) The supplier shall have experience of supplying offered Make & Model to Govt/PSU power utilities having 400 kV Switch Yard in last 3 years. In support of the claim, PO copies and end user certificate, performance certificate has to be attached with clearly mentioning Make & Grade of surge arrestor for 400KV system.
- b) The supplier shall be either manufacturer of both surge arrestor & surge monitor/counter or manufacturer's authorized dealer/channel partner.
- c) Type test certificate: The bidder has to provide valid type test certificate against offered model along with the bid documents.

B) FINANCIAL CAPABILITY OF BIDDERS:



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

a) **MINIMUM AVERAGE ANNUAL TURNOVER (MAAT):**

The average annual turnover of the bidder in the best 3 (three) financial years out of the last 5 (five) years should not be less than **INR 35.00 Lakhs (Indian Rupees Thirty-Five Lakhs) only.**

b) **NET WOTRH:**

Bidder shall have positive "Net Worth" in at least 02 financial years out of the last 03 financial years, with the condition of positive Net Worth in immediately preceding financial year.

The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit and Loss Account less Loss in Profit & Loss Account if not reduced from Reserves.

c) **SUPPLY ORDER:**

The bidder shall have to submit order copy or copies for supply similar type of items as follows:'

- **Single order copy** of value not less than **Rs.28 Lakh**
or
- **Two number of order copies** of value not less than **Rs.17.5 Lakhs.**
or
- **Three number of order copies** of value not less than **Rs.14 Lakhs**

D) Authenticated documentary evidence in support of qualifying requirements, as mentioned under Sl. No. 3.0 (A) and 3.0 (B) above shall be submitted under Techno-commercial bids. For qualifying requirements specified at Cl. 3.0 (A) and 3.0 (B), the documents should be in the form of certificate of Clients / Owners. **Bids submitted without fulfilling qualifying requirements (QR) shall be rejected.**

E) A declaration shall be submitted with supporting documents that the bidders satisfy the requisite qualifying criteria as stipulated at Clause No. 3.0 (A) and 3.0 (B) above.

3.0 OTHER REQUIREMENTS:

A) The Bidders shall also submit valid GST registration and acknowledgement of up to date filed return and PAN.

B) The Bidder shall also provide satisfactory evidence with respect to the following:

- (a) The Bidder should not have been banned / de-listed / black listed / debarred from business by any Government /Government Agency in India on any grounds during last 03 (Three) years.
- (b) 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.
- (c) They have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. They shall submit their audited Annual Reports and Balance Sheet for the last 5 (five) years and latest Banker's Certificate indicating amount in support of Solvency (Bankers Solvency Certificate).
- (d) 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 reasons for the bidders' inability to furnish such a certificate are not mentioned in the bids.
- C) In addition, bidders shall satisfactorily establish that they fully meet the qualifying requirements specified in the accompanying Technical Specifications. This is essential for consideration of bidders' proposal.
- D) Bidders shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide Consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the materials or services under this invitation of bid.
- E) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any bank.
- F) To ensure that the equipment / materials / services under the scope of this contract, whether manufactured or performed within the Contractor's works or at his Sub-contractor's premises or at the Employer's site or at any other place of work, are in accordance with the specifications, bidders shall adopt suitable quality assurance programs to control such activities at all points necessary. Such programmes shall be outlined by the contractor to be furnished to the Purchaser for acceptance.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- G) The above requirements are minimum and the 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.
- H) Notwithstanding anything stated above, the Purchaser reserves the right to assess bidders' capability and capacity to perform the job, should the circumstances warrant such an assessment, in the overall interest of the Purchaser.
- I) Each bidder shall submit only 1 (one) bid. A bidder who submits or participates in more than 1 (one) bid will be disqualified.

4.0 NATURE OF BIDDERS:

The bidder should be single entity. Formation of Consortium / JV for participation in the tender is not allowed.

5.0 BIDDING PROCEDURE:

The bidder shall submit the bid under Single-Stage Two-Envelope bidding system in GeM portal. Price Bids of only those Bidders who qualify in Techno-Commercial evaluation shall be opened.

6.0 PRE-BID MEETING:

Pre-Bid meeting is not proposed. However, the prospective bidders may submit their queries, if any, by email within the date stipulated in the NIB for clarification / reply.

7.0 E-TENDERING / E-PROCUREMENT IN GEM:

This tender is being processed through GeM portal. The bidding documents are to be downloaded from GeM portal and bids are to be submitted / uploaded through GeM only. Guidelines for the open tender are available on GeM portal.

8.0 BID FEE:

No bid fee is required for the instant tender

9.0 EARNEST MONEY DEPOSIT (EMD):

Bidder shall have to submit **EMD (Earnest Money deposit)** of amount **INR 87,500 (Rupees Eighty-Seven Thousand Five Hundred) only.**

The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. **However, considering remote location of the Project, EMD in the electronic form / SB Collect is preferred.**

The bid security shall normally to remain valid for a period of forty-five days beyond the final bid validity period.

The Bidder shall also make payment through "**SB-COLLECT**" of State Bank of India as per procedures / steps elaborated in Clause no. 11.


During payment of EMD through "**SB-COLLECT**" of SBI (State bank of India), bidders shall clearly indicate the GeM Bid Number and Date against which the EMD is paid.

The system generated EMD payment receipt shall be uploaded in the GeM bidding.

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

10.0 THE PROCEDURE / STEPS FOR PAYMENT BY SB-COLLECT OF STATE BANK OF INDIA (FOR PAYMENT OF BID FEE, EMD ETC.):

STEP-1	The bidder shall visit url / web page https://www.onlinesbi.sbi/sbicollect , then
--------	--

 <p>ISO 9001:2015 ISO 14001:2015 ISO 27001:2013 ISO 45001:2018 ISO 50001:2018</p>	<p align="center">NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A wholly owned subsidiary of NTPC) OFFICE OF THE GM (TECH), C&P KAMENG HYDRO POWER STATION KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH Mail: cnpkahps@rediffmail.com</p>
	click the check box to proceed for payment.
STEP-2	Select “PSU-Public Sector undertaking”
STEP-3	Select <u>NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED</u> under “PSU-Public Sector undertaking”
STEP-4	Select “ Arunachal Pradesh ” in the dropdown list for “State”
STEP-5	In the new Screen, select “KamengHEP-PARTIES” in the dropdown list under Payment Category.
STEP-5	<p>A new screen will appear, where the bidder has to fill all the required information for the payment against BID-FEE / EMD/ etc.:</p> <p>A. Under “Name of Payer”: The bidder is to fill up his Name / Name of the Company and address.</p> <p>B. Under “Short details of payment”: The bidder shall indicate BID FEE, EMD etc (As applicable) and the NIB number (For example: For payment of BID-FEE against NIB No.dtd DD/MM/YYYY)</p> <p>C. Under TYPE OF PRAYER: The bidder is to select whichever is applicable. In the case of “OTHERS”, the details of the party may be recorded.</p> <p>D. Under “CIN in case of Payer is a company”: The bidder is to fill up his CIN in case of a Company, otherwise may kept blank.</p> <p>E. Under “PAYMENT AMOUNT”: The bidder is to fill up the amount as per bid condition.</p> <p>F. Subsequent information for Name, Date of birth / Incorporation, Mobile number, email ID are to be filled up as required.</p> <p>G. Fill CAPTCHA</p> <p>H. Then SUBMIT.</p>
STEP-6	In the new screen, check the details and click “CONFIRM”, if correct.
STEP-7	<p>After successful payment, the system will generate receipt.</p> <p>The system generated receipt shall be downloaded for submission as per bid condition.</p>

OR

The bidder may directly deposit the EMD amount in Bank account of Kameng Hydro Power Station. The bank details are as under.

- a. Name of Payee- NEEPCO Ltd.**
- b. Account No- 11846902143**
- c. Name of Bank- State Bank of India**
- d. Name of Branch- Bhalukpong, West Kameng, Arunachal Pradesh-790 114**
- e. IFS code- SBIN 0008516**

Documentary evidence in support of deposit of EMD amount shall be attached in techno-commercial bid and a copy of the proof of EMD deposit shall be sent by mail without fail.

11.0 SUBMISSION AND OPENING OF BIDS:

- A) Bidders shall prepare and submit their bids in the electronic form at GeM portal.
- B) Bidders may view the tender opening results of techno-commercial and price bids at GeM portal.
- C) Bidders are requested to visit GeM portal regularly for any modification / clarification of the bid document.
- D) 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: **cnpkahps@rediffmail.com**.
- E) Submission of bids shall not automatically construe qualification for evaluation.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- F) Bidder should log into the web site / GeM portal well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

12.0 RELAXATION OF NORMS FOR STARTUPS AND MICRO & SMALL ENTERPRISES (MSEs) PRIOR TURNOVER CRITERIA:

Startup / MSE bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits valid documents such as Startup / MSE registration

However, in view of nature of supply, there will be no relaxation on prior experience criteria i.e. Cl. No. 3.0 (A): Technical Eligibility criteria of the bidders.

The definition of "Startup" is as per the Gazette Notification of ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives / guidelines thereof. The Startup Enterprises shall submit valid startup India recognition certificate issued Department of Industrial Policy and Promotion (DIPP) of Ministry of commerce & Industry in order to be considered for relaxation in Prior turnover.

NOTE: Bidders to furnish supporting document to avail relaxation on prior turnover. If documents are not furnished along-with Techno-Commercial bid, no further communication will be carried out to ascertain bidder's qualification under "Startup / MSE" and relaxation on prior turnover will not be passed on the bidders.

13.0 CONDITION FOR MICRO & SMALL ENTERPRISES (MSEs):

- A) The bidders participating as Micro / Small Enterprises (MSE) shall submit a copy of the valid relevant document / certificate issued by any of the Authority mentioned below:
- District Industries centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicrafts and Handloom
 - MSEs having Udyog Aadhar memorandum
 - Any other Body specified by Ministry of micro, Small and Medium Enterprises.
- B) The registration Certificate issued by any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- C) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- D) **The MSEs registered with above mentioned agencies / bodies are exempted from payment of Bid Fees and Earnest Money Deposit (EMD) only.**
- E) The MSEs bidder / entrepreneurs claiming belongs to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their caste / tribe in addition to certificate of registration with any one of the agencies mentioned above. MSE owned by SC / ST shall satisfy any of the following:
- a) In case of proprietary MSE, proprietor(s) shall be SC / ST.
 - b) In case of partnership MSE, the SC /ST partners shall be holding at least 51% share in the enterprise.
 - c) In case of Private Limited Companies, at least 51% share shall be held by SC / ST promoters.

NOTE: The MSE registration must be for the item / category of items / services relevant to the tendered items / category of items / services only. In case the registration / certificate is not found relevant for the tendered item / materials / services, the relaxation of bid shall not be considered under MSE and shall be rejected summarily.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

14.0 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

Complying with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following provisions shall prevail for award of 25 % of the total quantity of the tender to the participating Micro and Small Enterprises subject to meeting terms and conditions stated in the bid document including but not limiting to Qualification criteria.

Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 %age shall be allowed to supply up to 25 percent of total tendered quantity at L1 price provided they accept L1 price.

(i) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity at L1 price provided their quoted price is within a price band of L1 + 15 %age.

(ii) In case of more than one such MSEs are in the price band of L1 + 15%age, who are willing to execute the work at L1 price, the work may be shared proportionately.

(iii) Out of the **25 (twenty-five) percent** target for MSEs, 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs **and 3(three) percent from MSEs owned by women within the 25% target.** In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, the said 4 (four) percent **& 3 (three) percent** sub-target so earmarked shall be met from other MSEs.

15.0 PURCHASE PREFERENCE ON PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA). ORDER 2017:

I. DEFINITIONS APPLICABILITY FOR PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017:

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

The minimum local content shall be 60% as specified by the Ministry of Power, Government of India.

'Class I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 60%.

'Class II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% and less than 60%.

'Non - Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

"Margin of Purchase Preference" means the maximum extent to which the price quoted by a Class I Local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

"Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

"Procuring Entity" means NEEPCO

II. VERIFICATION OF LOCAL CONTENT:

a) The Class - I Local Supplier at the time of tender, bidding or solicitation shall be required to provide self-certification as given below, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

We(Name of the Bidder) undertake that the item offered meets the minimum local content for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 against the NIB No.....Dated..... The details of the locations at which the value addition is made are given below:

1.....

2.....

(Signature of the Bidder)



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

In case of procurement for a value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

a) Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per Order 28-07- 2020, of Ministry of Power, Government of India. In case of false documents/misrepresentation of the facts, requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

b) A supplier who has been debarred by any procuring entity for violation of Public Procurement (Preference to Make in India), Order 2017 shall not be eligible under Public Procurement (Preference to Make in India), Order 2017 for procurement by any procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

As per Office Order No.25-11/6/2018-PG dated 02/07/2020 of Ministry of Power, Government of India (Copy enclosed), the following shall be complied:

a. All equipment, components, and parts to be imported against the package shall be tested in India to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.

b. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

c. Any import of Equipment/Components/Parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.

d. Where the Equipment/Components/Parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

e. The above shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in the Package.

f. Regarding definition of 'Prior Reference Countries' and exclusions applicable on the above, the bidders may refer Office Order No. 25-4/1/2019-PG-Part (1) dated 11/08/2020 of Ministry of Power, Government of India.

16.0 Compliance of Restrictions under Rule 144 (xi) of GFR 2017

Bidder shall refer to Clause No.26 of GTC on GeM 4.0 (Version 1.24) dated 05.05.2025. (Pages 43-45).

17.0 NEEPCO reserves the right to extend the last date and time for submission of bid.

18.0 NEEPCO reserves the right to reject any or all bids, or to cancel the bidding process and reject all the bids for 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 grounds for such action.

19.0 COMMERCIAL TERMS AND CONDITIONS:

A) PRICE & RATE: Price or Rate quoted shall be FOR, KaHPS, Kimi, West Kameng District, Arunachal Pradesh. Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account. The prices shall be quoted as per GeM bid. **Any bidder / bidders indicating price / rate anywhere in the Techno-Commercial bid shall be summarily rejected.**

B) TAXES AND DUTIES: All taxes and duties as applicable, as per government norms, shall be paid extra and shall be included in the bid price.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- C) **TRANSPORTATION INCLUDING TRANSIT INSURANCE:** All materials / items shall be delivered at Kameng Hydro Power Station (KaHPS), Kimi, West Kameng District, Arunachal Pradesh premises and prices shall be quoted accordingly. All responsibility for transportation of the items from the supplier's premises to the power plant shall be up to the supplier. The supplier shall arrange for and take full responsibility during transit and comply with necessary safety measures as called for relevant Act/Regulations. Trans-shipment of the consignment shall not be allowed.
- D) **DELIVERY PERIOD:** Material shall be delivered within 90 days of placement of order in GeM Portal (LOI).
- E) **REJECTION OF DEFECTIVE MATERIALS:** If the materials are found to be defective at the time of receipt or not fit for the equipment as intended for, the same will be rejected and the supplier shall replace the same at their own cost with new materials.
- F) **TERMS OF PAYMENT:** (a) Subject to successful submission of performance guarantee 100% (hundred percent) of basic price with GST shall be paid after delivery of material at site in full & good condition.
- (b) In case performance guarantee is not submitted, 90% (Ninety percent) of basic price with 100% GST shall be released after delivery of material at site in full & good conditions. The balance 10% will be released after expiry of CPG period (Warranty period + 90 days).

The payment term is under non-deviation clause. The supplier shall submit the following documents to the consignee:

- Invoice in triplicate.
 - Packing List.
 - Consignment note/Lorry receipt
 - Documents in support of Taxes and Duty payment.
 - Test Certificate, if any.
 - Guarantee certificate.
 - Fitment Certificate.
 - Bank details for e-payment.
- (c) **LD CLAUSE:** Time is the essence of the contract and failure on the part of the contractor to complete the supply within stipulated period shall entitle to recover LD.
- The LD terms is "In case the suppliers fail to deliver the materials or complete the works within contractual delivery / completion period (or any extension thereof) due to reasons attributable to the contractor / supplier, then the Corporation reserve the right to recover from the contractor / supplier's sum towards Liquidated Damage @ ½ % (half percent) value of the total contract value for each calendar week or part thereof delay from the schedule completion date (or extension thereof). The total recovery from the contractor / supplier on account this shall, however, not exceed 10% (Ten percent) of the value of the total contract value. However, the Liquidated Damage will not be imposed if the supplier fails to deliver the materials within the schedule delivery period due to Force Majeure conditions, which shall include without limitation, wars insurrection, civil war, disobedience, strikes, riots, epidemics, earthquake, storms, flood, explosion or the fire not caused by the supplier's negligence, lightning, acts of God or the public enemy which is of such a nature as to delay, curtail or prevent timely action by either partly".
- (d) **BANK DETAILS:** Bank details of bidders: Bidders shall have to submit bank details as per the format enclosed herewith.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- (e) **SECURITY-CUM-PERFORMANCE BANK GUARANTEE:** Successful bidder shall submit "Security-cum-Performance Bank Guarantee" equal to 10 (ten) percent of contract value within 30 (thirty) days from the date of issue of Letter of Intent as per relevant Clause of GTCC. The bidder shall clearly spell out acceptance of this clause.
- (f) **WARRANTY:** - Warranty: 18 months from the date of delivery at site.
- (g) **DEVIATIONS:** All deviations from specifications shall be separately listed as per format 'Schedule of deviation from specifications' as enclosed in Annexure-VIII. On the absence of which it will be presumed that the provisions of the specifications are fully complied within the tender. **However, Payment terms, PBG terms, EMD and LD clause are under non-deviation clause.**

20.0 TECHNICAL DETAILS AND TERMS & CONDITIONS:

A) SPECIFICATIONS AND REQUIREMENT.

Material shall be as specified in BOQ & Specifications attached as Annexure-I.

Material is required for maintenance of 400 kV Switch Yard of Kameng Hydro Power Station. specifications shall be as per bid requirement no other alternative material shall be entertained.

- B) SCHEDULED OF GUARANTEED & TECHNICAL PARTICULAR.** Guaranteed & Technical particulars shall be furnished for the tendered items. Particulars, which are not subject to guarantee, shall be clearly marked. Any tender lacking complete information in this respect is liable for rejection.
- C) TYPE TEST CERTIFICATE:** -The supplier has to provide valid type test certificate against offered model along with the bid documents
- D) FITMENT TRIAL:** If the product is not suitable for our application, the same shall be returned and to be replaced by the bidder at his own cost.
- E) REJECTION OF DEFECTIVE MATERIALS:** If the materials are found to be defective at the time of receipt or not fit for the equipment as intended for, the same will be rejected and the supplier shall replace the same at their own cost with new materials.
- F) BID EVALUATION:** Evaluation of Bid (L1) shall be done on total price only i.e. inclusive of all expenditure (Basic Price + Freight / Transportation Charges (if any) + Transit Insurance (If any) + any other charges (if any) + GST) as indicated in the BOQ.

21.0 GENERAL INFORMATION:

- A)** Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents.
- B)** Bidders must quote clearly both in words and figures and strictly in accordance with price schedule of the GeM bid.
- C)** In there is any discrepancy between unit price and the total price, the unit price written in words shall be considered.
- D)** Any bidder / bidders indicating price / rate anywhere in the techno-commercial bid shall be summarily rejected.
- E)** 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.
- F)** 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.
- G) SUBLETTING OF THE CONTRACT:** The contract must not be sub-let.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- H) E-REVERSE AUTION:** The owner 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 details of business Rules of General Terms and Conditions for Reserve Auction shall be as per GeM.
- I)** 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.
- J)** 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.
- K)** 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.
- L)** Each page of the tender / bid documents should be signed by the bidders and uploaded.
- M)** 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.

Sd/-
(जितून कुमार गगई)
(Jitun Kumar Gogoi)
महा-प्रबंधक (तकनीकी), सी एंड पी विंग
General Manager (Tech), C&P Wing
का. एच. पी. एस, नीपको लिमिटेड,
KaHPS, NEEPCO LTD,
पश्चिम कामेंग, अरुणाचल प्रदेश-790114
West Kameng, Arunachal Pradesh-790114

Annexure-I

TECHNICAL DETAILS & SCHEDULE OF REQUIREMENTS:

BOQ & Specifications

Sl. No.	Description of material	Unit	Qty.
1	390KV, 20KA heavy duty polymer gapless surge arrestor as per IEC 60099-4 of 2014 & IS-15086 (Part-4) of 2017. Metal Oxide elements housing in hollow core polymer insulator with pressure relief arrangement at both ends. Surge arrestor shall be suitable for continuous use on a 420 KV system & 390KV rated voltage HV outdoor switchyard. MCOV of 267 kVrms with insulating base & surge monitor along with connecting lead of 70 sq. mm multi strand Copper cable of 2-meter length and terminal connector. Aluminium corona ring along with terminal connector suitable for single ACSR Moose conductor. All hardware along with the surge arrestor.	Sets	10



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

Annexure-II

SCHEDULE OF GUARANTEED AND TECHNICAL PARTICULAR

(To be filled in by the Bidder)

SIGNATURE OF THE BIDDER
NAME AND STAMP



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

Annexure-III

Bank Details:

(To be submitted on the letter head of the Firm)

BANK ACCOUNT DATA FOR RTGS/NEFT PAYMENT

1.OPTION RTGS/NEFT

BENEFICIARY DETAILS

- a)NAME & ADD. OF THE BENEFICIARY:
- b) NAME & ADD. OF THE BANK:
- c)BRANCH NAME & ADDRESS:
- d)BANK A/C NO.:
- e)TYPE OF A/C:
- f)IFSC NO:
- g)MICR NO.:
- h)BRANCH CODE:
- i)MOBILE NO(for payment information):
- j)e-mail I.D.:

Signature of Party
(with seal)

Name:


Degn.:

Certified that the above particulars are found to be correct and matching with our records in respect of the above beneficiary.

(Sig. of Branch Manager)

Name:

Seal of Bank

 <p>ISO 9001:2015 ISO 14001:2015 ISO 27001:2013 ISO 45001:2018 ISO 50001:2018</p>	<p>NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A wholly owned subsidiary of NTPC) OFFICE OF THE GM (TECH), C&P KAMENG HYDRO POWER STATION KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH Mail: cnpkahps@rediffmail.com</p>
---	---

Annexure-IV

SCHEDULE OF DEVIATION FROM SPECIFICATION

Unless specifically mentioned in this schedule, the bidder shall be deemed to confirm the purchaser's specification:

Sl. No.	Specification Clause No.	Details of deviation	Justification for deviation
1	2	3	4

Certificate: -

Certified that above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications excepting for the above deviations and exceptions in the event of placing an order on us.

SIGNATURE OF BIDDER
NAME & STAMP



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

Annexure -V

SCHEDULE OF SIMILAR SUPPLIES

SL NO.	NAME OF ITEMS	GRADE, PURITY/STRENGTH	QTY	CUSTOMER	YEAR OF SUPPLY
1	2	3	4	5	6

SIGNATURE OF TENDERER



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

ANNEXURE-VI

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 or 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



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

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 of20.....at.....

Witness

.....	(Signature).....
(Signature)	(Bank's Rubber Stamp)
	(Name)
.....	Designation with
(Name)	Bank Stamp.....
	Authority as per Power
	Of Attorney No.....
.....	
(Official address)	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.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

SECTION - I (A)

GENERAL INSTRUCTIONS

I.A.1. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS:

I.A.1.1 The Bidder is required to carefully examine the specification and documents and fully inform himself as to all the conditions and matters, which may in any way affect the works or the cost thereof. If Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification, to the Purchaser in triplicate. The Purchaser, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the "invitation to bid". All such interpretation and clarifications shall form a part of the specifications and documents, and accompany the Bidder's proposal.

I.A.1.2 Request for clarification/interpretation on the specifications as a whole i.e. general terms and conditions/technical specification should reach the Purchaser within ten days from the date of commencement of sale of bid documents. The Purchaser shall furnish the clarifications within ten days of receipt of request for clarification. The Purchaser shall issue corrigendum to the specifications subject to the above clarifications/interpretation, etc. which shall form part of the specification. The general terms and conditions and technical conditions so finalized shall become the basis of tendering and no deviations on these terms and conditions shall be applicable thereafter.

I.A.1.3. Verbal clarifications and information given by the Purchaser or his employee(s) or his representative(s) shall not in any way be binding on the purchaser.

I.A.1.4. The bidder shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself as to the form and nature of the site including the soil bearing capacity, the quantities and materials necessary for the completion of the works and the means of transport and access to the site, the general labour position at site and to have fixed his prices taking into account risks, contingencies and other circumstances which may influence or affect the execution of the works.

I.A.1.5. Access to the site will be granted to the tenderer during tender preparation period by appointment with the Purchaser.

I.A.2 Rates should be quoted both in figures and words as per proforma given in Tender Documents. While quoting rate tenderer should specifically mention the amount of taxes & duties freight and insurance charges indicating present rate of taxes and duties applicable separately. Rates should be quoted on the basis of F.O.R. project site by Rail/Road Transport showing freight & insurance charges separately. The responsibility of unloading the materials at the Project Site shall be to the supplier.

The tenderer should invariably mention showing detailed breakup of taxes & duties, freight & insurance and whether their quoted rates are firm or variable.

I.A.3. The tenders shall contain detailed technical particulars of the items, details of commercial terms and conditions offered, basis of prices quoted, details of quoted price, details of past experience, recent bankers certificate, in support of financial resourcefulness, last three years audits annual accounts.

I.A.4.1. The proforma bid Guarantee (Bank Guarantee) has been attached.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

I.A.4.2. The bid guarantee shall be made payable without any condition to purchaser. The bid guarantee shall be initially valid for a period of one hundred and eighty days after the date set for opening the bids, subject to extension, if the purchaser so desires.

I.A.4.3. The bid guarantee (EMD) of successful bidders shall be returned only after the award of work and the successful bidder submits the contract performance guarantee as required.

I.A.4.4. If the successful bidder fails to submit a contract performance guarantee (Annexure-1. A. IV) as specified in the contract documents and fails to enter into a contract with purchaser in the form prescribed with related requirements within 30 (thirty) calendar days after the date of issue of purchase order, the Bid Guarantee amount of the successful bidder will be forfeited by the purchaser as liquidated damage. The purchaser shall in no way be liable to prove the liquidated damage.

I.A.4.5 The bid guarantee (EMD) of all unsuccessful bidders shall be returned only after signing of the agreement with successful bidder.

I.A.4.6. No interest will be paid on EMD (Earnest Money Deposit) in any form.

I.A.7. Each, tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual signature. Tender by partnerships shall furnish the full name of all partners. It shall be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the name and designation (in capital letters) of the person signing the tender. Power of attorney authorizing the person(s) to sign the tender shall be furnished.

I.A.8. QUALIFYING REQUIREMENT OF BIDDERS:

The tenderer shall furnish the following information along with the Bid:

- i) A declaration that the tenderer has successfully carried out similar type of job and has adequate organizational capability including experienced personnel to handle jobs of this type and nature. The bidder should have at least 3 (years) years experiences for carrying out similar nature of contract.
- ii) A brief description of previous jobs executed by him giving full address of the organization where executed and also jobs which are presently in hand.
- iii) Further the Bidder shall provide satisfactory evidences concerning the following that he or his associates.
 - I. Is a qualified manufacturer or authorized dealer who regularly executed job of the type specified and has adequate technical knowledge.
 - II. Does not anticipate change in the ownership of his concern during the proposed period of work. If such a change is anticipated the scope and effect thereof shall be defined:
 - III. Has adequate financial stability and status to meet the financial obligations pursuant to the scope of the works. The Bidder should submit at least 3 copies of their profit and loss account and balance sheet for the last three years. In case the bidder is unable to furnish such certificate, he shall give valid reason for the same.
 - IV. Has adequate manufacturing capacity available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and the present commitments (excluding the work under this specification) of the bidder. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then details of alternatives arrangements to be organized by the bidder for this purpose and which shall meet the Purchaser's approval, shall also be furnished.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- V. Has established quality assurance system and organization designed to achieve high levels of equipment's reliability, both during his manufacturing and field installation activities, supported by necessary evidence.
- VI. In addition, satisfactorily establishing that the Bidder shall fully meet the qualifying requirements specified in the accompanying Technical Specifications (Vol-II). This shall be essential for consideration of the Bidder's proposal.
- VII. The above stated requirements are a minimum and the purchaser reserves the right to request for any additional information and also reserve the right to reject the proposal of any Bidder. If in the opinion of purchaser, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily performance of the works, the bid of the tenderer shall be liable for rejection.
- VIII. Notwithstanding anything stated above, the purchaser reserves the right to assess Bidder's capability and capacity to perform the work should the circumstances warrant such an assessment in the overall interest of the purchaser.

I.A.9 If the tenderer is eligible for any concessional duties and taxes, they should invariably mention this in the tender, on or before the date of opening of bid, the tenderer should confirm any change in this regard. The price bid will be evaluated on the basis of information supplied by the tenderer and hence the actual payment of taxes and duties shall be limited to the extent mentioned in the tenderer in subsequent confirmation.

I.A.10. All consultations and clarifications should be completed before opening of bids.

I.A.11. Each page of the tender paper should be initiated by the tenderer and serially numbered to facilitate making references and should be properly stitched or bounded to avoid any loss/damage/mutilation.

I.A.12. INSURANCE

The consignments shall be duly insured against possible damage/loss during Transportation. Any loss/damage during transit shall be intimated to the suppliers within a reasonable time from the date of receipt of the consignment by the consignee and the supplier shall take immediate action for replacement/rectification of the loss/damage. The suppliers shall have sole liability/responsibility for settlement of claim with the underwriter towards transit loss/damage if any and therefore replacement/rectification of the loss/damage during the transit shall be made good immediately and without waiting for settlement of the claims.

I. A. 13. WITHHOLDING PAYMENT

I.A.13.1. The purchaser may withhold the whole or part of any payment for the work claimed by the contractor, which in the opinion of the purchaser is necessary to protect himself from loss or account of.

- i) Defective work not remedied or guarantees not met;
- ii) Failure by the contractor to make due payments for labour employed by him.
- iii) Claims filed against the contractor;
- iv) Loss to another contractor directly employed by the Purchaser;
- v) Insufficient progress.
- vi) Damage or loss of property or equipment of the Purchaser.
- vii) Non-return of material/equipment supplied by the Purchaser when the same is due.
- viii) If legal case is instituted by the local government of default of the contractors.

I.A.13.2 When the grounds for withholding payment are removed payments of the amount due to the contractor shall be made by the purchaser without delay.

I.A.14. POLICY FOR BIDS UNDER CONSIDERATION.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

Bid shall be deemed to be under consideration immediately after they are opened until such time official intimation of award/rejection is made by the Purchaser to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting, by any means, the Purchaser and/or his employees/representatives on matters related to the bids under consideration. The Purchaser, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contact as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

If the bidder withdraws the bid while it is under consideration his EMD shall be forfeited along with other action as the purchaser deemed fit.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

ANNEXURE-I.A.I

PORFORMA OF BANK GUARANTEE FOR ADVANCE
(On Bank's letterhead with adhesive stamps)

Ref.....

Date:.....

Bank Guarantee No.....

To,

.....
.....
.....

Dear Sirs,

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, executors, administrators or and assigns) having awarded to M/s..... with its registered office at..... (hereinafter referred to as the Contractor which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors or and assigns) a Contract (hereinafter referred to as the Contract) for the(scope of work) on terms and conditions set out, inter-alia in the Purchaser's letter of Intent No.....dtd. Valued at Rs..... (Rupees only and the purchaser having agreed to make an advance payment of Rs..... (Rupees.....) only for utilizing it for the purpose of the contract on his furnishing as guarantee as herein provided from a Nationalized Bank, We..... (hereinafter referred to as the said bank) having our (Name & Address of the Bank) registered office at do hereby guarantee the due recovery by the Corporation of the said advance with interest thereon a provided, according to terms and conditions of the Contract. If the said contractor fails to utilize the said advance for the purpose of the contract and or the said advance together with interest thereon is not fully recovered by the Corporation, we.....(Name of the Bank) hereby unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. to the extent of the said sum of Rs..... (Rupees.....) only against any claim made by the Corporation on us for the loss or damage caused to or suffered by the Corporation by reason of the Corporation not being able to recover in full the amount of Rs..... (Rupees.....) only with interest as fore said.

2. We (Name of the bank) Further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said advance together with interest not being recovered in full and decision of the Corporation that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.

3. We, the said bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance with interest has been fully recovered and Corporation's claims satisfied or discharged and till Corporation certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this guarantee after..... months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period of.....months in which case the same shall be



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

enforceable against the Bank not with standing the fact, that the same is enforced after the expiry of the said period of.....months.

4. 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 vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said contractor or to postpone for any time and time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract of the security available to the Corporation and the said bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence shown by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained from the Contractor shall at the time when proceeding and taken against the Bank hereunder be outstanding or unrealized.

6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge out liability hereunder.

The Bank also agrees that the purchaser shall at its be entitled to enforce this guarantee against the Bank as a principal debtor, in first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities of the said advance.

7. 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 of20..... Place.....

WITNESS:

1.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official address)

.....
(Designation)

.....
Authority as per power of Attorney
No.....dtd.....

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



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

ANNEXURE-I.A.II

MODEL FORM OF BANK GUARANTEE
(In lieu of Security Deposit)

Guarantee No.....

Place.....

Date.....

To

In consideration of North Eastern Electric Power Corporation Ltd. (Herein-after called 'the Corporation') having agreed to exempt.....

(Name and address of the Contractor)

(herein-after called the said Contractor) from the demand, under the terms and conditions of work order no.....dtd..... issued by the North Eastern Electric Power Corporation Ltd., for the work.....

(Name of the work)

(herein-after called the said work order) of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said work order, on production of a Bank Guarantee for Rs..... (Rupees.....) only against any loss or damage caused to or suffered by the Corporation by reason of any breach by the said contractor of any of the terms or conditions contained in the said work order.

Wedo hereby undertake to pay the amounts due and

(Name & address of bank)

payable under the Guarantee without any demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any court, Tribunal, Arbitrator etc. merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractor of any of the terms or conditions contained in the said work order or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees) only.

We undertaken to pay the Corporation any

(Name & address of the bank)

dispute or disputes raised by the Contractor in any suit or proceeding pending before any court of Tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us making such payment.

We..... (Name & address of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said work order and that it shall continue to be enforceable till all the dues of the North Eastern Electric Power Corporation Ltd., under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the(date) we shall be discharged from all liability under this guarantee thereafter.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

We..... (Name & address of the Bank) further agree that the North Eastern Electric Power Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner obligation hereunder to vary any of the terms and conditions of the said Work Order/ Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forebear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Corporation or any indulging shown by the North Eastern Electric Power Corporation Ltd. to the said contractor or by any such matter or thing whatsoever which relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all the works under the said Work Order which according to the said agreement should be six months from the probable date of completion i.e.....(date of completion) as per the contract or any extension of time granted subsequently.

This guarantee shall be extended from time to time as may be desired by the North Eastern Electric Power Corporation Ltd., 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 Corporation on the Bank.

We,(Names and address of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the North Eastern Electric Power Corporation Ltd. in writing.

Dated..... of

WITNESS

.....
Signature

.....
Name

.....
Official Address

.....
Signature

.....
Name

.....
Authority as per Power of Attorney
No. Dt.

.....
Bank's Rubber Stamp

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



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

ANNEXURE-1.A.III

FORM OF BANK GUARANTEE

(In lieu of Earnest Money to be deposited with the tender)

Guarantee No..... Place:
To Date:

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with theProject, vide NIT No..... Date.....and whereas..... (hereinafter 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 alongwith 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:



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

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

Signature

Name

Name

Designation

Official address

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:



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

ANNEXURE-1.A.IV

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 or 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.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

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 of20.....at.....

Witness

..... (Signature)	(Signature)..... (Bank's Rubber Stamp) (Name)
..... (Name)	Designation with Bank Stamp..... Authority as per Power Of Attorney No.....
..... (Official address)	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.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

SECTION - I (B)
GENERAL CONDITIONS OF CONTRACT
FOR
SUPPLY OF EQUIPMENT/MATERIALS

I.B.1. DEFINITION OF TERMS:

In the contract, the following expression shall, unless the Contract otherwise requires, have the meaning hereby respectively assigned to them.

- i. The "Purchaser" or the Corporation or NEEPCO shall mean the North Eastern Electric Power Corporation Ltd., KAHPS and shall include its successor and permitted assigns.
- ii. The "Contractor" shall mean the tenderer whose tender has been accepted by the Purchaser, and shall include Tenderer's heirs, legal representative, successors and permitted assigns.
- iii. The "Sub-Contractor" shall mean the person, firm or company name in the contract for any part of the work or any party to whom any part of the contract has been sublet with the consent in writing of the purchaser.
- iv. The "Engineer" shall mean the officer placing the order for the work with the Contractor and other officer as may be authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been appointed, the purchaser or his duly authorized representative.
- v. The "Consulting Engineer" shall mean the firm or the person as may be duly appointed by the purchaser to act as consulting engineer for the purpose of the work in the contract.
- vi. 'Plant' or 'Equipment' shall mean and include plant, equipment and or materials, as the case be to be provided/supplied by the contractor under the contract including assemblies, accessories etc.
- vii. The "Contract" shall mean and include the tenders and acceptance thereof, the general conditions, specifications, schedules, drawings, from the Tender covering letters, schedule of prices, and the final general conditions and agreement to be entered into.
- viii. The "Specification" shall mean the specification as per the contract or Tender, as the case may be and the schedule thereto (if any) and subsequent amendments in writing.
- ix. The "Site" shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which may be allotted or used for the purpose of carrying out the contract.
- x. Tests on Completion' shall mean such test as are prescribed by specification, to be made by the contractor to the satisfaction of the purchaser before the materials are taken over by the purchaser and where it is not provided as required under various code.
- xi. 'Commissioning' shall mean the satisfactory operation of the equipment/work as specified after all necessary initial tests, check and adjustments required at site in operation for the first 300 hrs. along with load testing.
- xii. "Commercial Use" shall mean that use of the work, which contract contemplates or of which it is commercially capable of.
- xiii. "Approval" shall mean the written approval of the Engineer in charge and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xiv. "Month" shall mean calendar month.
- xv. 'Letter of Intent' shall mean the Purchaser's letter to conveying acceptance of the tender, subject to such observations as may have been stated therein.
- xvi. 'Writing' shall include any manuscript type written or printed statement, under or over signature or seal, as the case may be.
- xvii. Words imparting the singular only shall also include the plural and vice versa, where the context so requires.
- xviii. Words imparting persons shall include Firms, Companies Corporations and other bodies whether incorporated.
- xix. The terms used under Technical Specification and Acceptance Test shall have the meaning given to them in relevant issues of the Indian Standard, Institution of Standards or any other authoritative standards as mentioned in the specification. Codes, or their approved equals applicable on the date of the letter of Intent.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

- xx. The expression 'Works' or 'Work' shall unless be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered substituted or additional.
- xxi. The 'Inspector' shall mean any person or persons nominated by the purchaser and/or the Engineer duly authorized by the purchaser to inspect stores or works under the agreement and/or his authorized representative appointed to act as the Inspector.
- xxii. The 'Delivery of Plant/Equipment, shall be deemed to take place on delivery of the Plant/Equipment in accordance with the terms of the contract complete in all respects after approval by the Chief Engineer on report of inspector, as per terms of the agreement.
- xxiii. Terms and expression not herein defined shall have the same meaning as assigned to them in the Indian Sale of Goods Acts. 1930 the Indian Contract Act. 1972 and General Clauses Act. 1977.
- xxiv. Manufacturer's works/contractors works shall mean the place work used by the manufacturer/contractor/their collaborator/associates and sub-contractor for the performance of the contract.
- xxv. Date of agreement means the date on which both the parties have signed the contract agreement or any other date mentioned in the Contract/Letter of Intent as the effective date of contract whichever is earlier.
- xxvi. 'Day' or 'Days' unless herein expressly defined shall mean calendar day or days of twenty-four (24) hours each.
- xxvii. A 'Week' shall mean continuous period of seven (7) days.
- xxviii. 'Performance and Guarantee Test' shall mean all tests to demonstrate capacity efficiently and operating characteristics as specified in the tender documents.
- xxix. 'Commercial Use' or 'Commercial Operation' shall mean the condition of operation in which the complete equipment & materials covered under the contract are officially declared by the Purchaser to be available for continuous operation up to the rated capacity. Such declaration by the Purchaser however, shall not relieve or prejudice any of the contractors' obligations under the contract.
- xxx. 'FOB Cost' shall mean cost of materials/equipment free on board defined in INCOTERMS 1953.
- xxxi. 'CIF Cost' shall mean the cost of the materials/equipment including insurance and sea freight.
- xxxii. 'Purchaser's representative' shall mean any person, persons or consulting firm appointed and remunerated by the Purchaser to supervise the work, inspect and examine workmanship and test materials/equipment to be supplied.
- xxxiii. 'FOR COST' shall mean the cost of equipment/materials Freight on Receipt at the designate railway station exclusive of sales tax and excise duty.
- xxxiv. The Terms 'Final acceptance' shall mean the Purchaser's written acceptance of the equipment materials supplied and other services included under the contract, after successful completion of performance and guarantee tests.
- xxxv. 'Guarantee Period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defect part of the works performed under the contract.
- xxxvi. 'Drawing', 'Plans' shall mean all.
- Drawings furnished by the Purchaser/Consultant as basis for tender.
 - Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the contract.
 - Drawing submitted the contractor with the tender, provided drawing are acceptable to the Purchaser/Consultant.
 - Drawings furnished by the Purchaser/Consultant during the progress of works; and
 - Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the Purchaser/Consultant.
- xxxvii) 'Codes' shall mean the following, including the latest amendments, and or replacement, if any;
Indian Electricity Act. 1905 and rules and regulations made there under.
- Indian Electricity Act. 1905 and rules and regulations made there under.
 - Indian Factory Act. 1948 and rules and regulations made there under.
 - AIEE test codes.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

d) Standards of the Bureau of Indian Standards.

e) Other internationally approved standards and/or rules and regulations touching the subject matter of the contract.

xxxviii) The 'Delivery of Materials....' Shall be deemed to take place on delivery of the materials in accordance with the terms of the contract complete in all respect after approval by the Engineer on report of contractor as per terms of the agreement.

I.B.2. CONTRACTOR TO INFORM HIMSELF FULLY:

I.B.2.1 The contractor shall be deemed to have carefully examined the general conditions, specification and schedules and also to have satisfied himself as to the nature and character of the plant and equipment as the case may be Supplied under the contract or work to be executed when necessary, of the side condition and the relevant matters and details. Any information thus or otherwise obtained from the purchaser or the engineer shall not in any way relieve the contractor of his responsibility for supplying the materials and executing the work in terms of the contract including all details and incidental works and supply of all accessories or apparatus which may not have been specifically mentioned in the contract but is necessary for ensuring safe and efficient working of the equipment.

I.B.2.2 If he shall have any doubt as to the meaning of any portion of the contract/purchase order, he shall, before signing or accepting it, set for the particulars thereof and submit them to the engineer in writing in order that such doubt may be removed.

I.B.2.3 AGREEMENT/PURCHASE ORDER:

After issue of the Letter of Intent, the purchaser shall prepare the agreement on the stamped paper or alternatively, at the option of the purchaser, a detailed order on the plain paper, and the same shall be executed by the contractor.

The expenses of completing and stamping the agreement shall be paid by the purchase and contractor shall be furnished free of charge, with an executed stamped counterpart of the Agreement or detailed order on the plain paper and three copies thereof.

I.B.2.4 SECURITY AND CONTRACT PERFORMANCE GUARANTEE:

I.B.2.4.1 Within 30 (thirty) days from the date of issue of purchase order, the contractor shall furnish a bank guarantee from a scheduled Nationalized Bank for an amount equal to 10 (ten) percent of the tendered value of the order by way of guarantee towards faithful performance of the agreement and for the due and faithful performance of the letter of intent along with the other terms and conditions agreed to. The B.G. shall be initially valid for such period to cover 90 (ninety) days after the warranty period as per purchase order.

Such agreement shall be valid and binding notwithstanding such variations, alternations of agreed under these general conditions, during the entire warranty period as per clause of these General Conditions. The contractor shall at his own cost get the validity period of Bank Guarantee furnished by him, extended from time to time till the completion of warranty period, as per the provisions of the contract and shall furnish the extended/revised Bank Guarantee to the purchaser one month before the expiry date of the original Bank guarantee or any extension thereof. In case the B.G. is not received by the purchaser within the specified period the purchaser entirely at his discretion shall be at liberty to cash the aforesaid Bank guarantee.

I.B.2.4.2 On due completion and commissioning of work(s) in all respects and on expiry of the maintenance or warranty period as per clause of these general conditions the Bank guarantee will be returned to the contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from the purchaser and on receipt in good condition all specification(s), drawing(s), sample(s), tools and tackles or any other property belonging to



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

the purchaser and issued to the contractor in good faith for due performance of the contract. However, the purchaser shall be entitled to retain, set off, deduct or adjust any claim against the contractor from the money deposited with or becoming payable by the purchaser.

I.B.2.5 SUBLETTING OF CONTRACT:

The contractor shall not sublet the contract without the prior consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet or transfer his contract, or a substantial part thereof other than for raw material for minor details, or for any part of the work of which the makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

I.B.2.6 PATENT RIGHTS:

In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of patent rights in respect of any machine, plant work or thing used for supplied by the contractor under this contract in respect of any method of using or working by the purchaser such machine, plant work or thing, the contractor shall indemnify the purchaser from and against such claim whatsoever or demand and costs and expenses arising from or incurred by reasons of such claim or demand. The purchase shall notify the contractor immediately any claim is made and that the contractor shall be at liberty if so desires with the assistance of the purchaser, if required, but at the contractors own expenses to the conduct all negotiation for the settlement of the same/or any litigation that may arise there from PROVIDED that no such machine, plant, work, or things shall be used by the Purchaser for any purpose in any manner other than that for which have been supplied by the contractor and specified under the contract.

I.B.2.7 MATERIALS AND WORKMANSHIP:

I.B.2.7.1 All materials shall be of the best quality and workmanship capable of satisfactory operating under the operating and atmospheric conditions as may be specified. Unless otherwise specified they shall conform in all respects to the requirements of the latest edition of the relevant Indian Standard Specifications.

I.B.2.7.2 Contractor shall offer materials manufactures in accordance with other well recognized standard, but shall in the case, supply a copy in English of the Standard Specifications adopted by them and shall clearly mention in what respect such standard specified differ from corresponding Indian Standard Specifications (or British Standard Specifications, where Indian Standards Specifications are not yet formulated).

I.B.2.7.3 The materials offered by the contractor should comply with one consistent set of Standard only as far as possible.

I.B.2.8 PACKING AND MARKING:

I.B.2.8.1 The contractor shall be responsible for securely protecting and packing the materials as per prescribed standards enforced to withstand the journey and ensuring the safety of materials and also arrival of materials at destination in original conditions and good for contemplated use so as to avoid damage under normal conditions of transport and such conditions as specified in the contract.

Each bundle or package shall have the following marking it:

- a) The name and address of the consignee.
- b) Destination railway station/Destination place by road.
- c) The relevant marks, reference numbers, batch no. etc. for identification.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

I.B.2.8.2 Each package shall also be accompanied with detailed packing lists to facilitate checking up of the contents at the destination.

I.B.2.9 POWER TO VARY/OMIT WORK:

I.B.2.9.1 No alternations, amendments, omissions, additions, subtraction or variations of the work (hereinafter referred to as variation's) under the contract shall be made by the contractor except as directed in writing by the Engineer, but the Engineer have full power, subject to the provisions hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation as will not result in change of the scope of the contract and the contractor shall carry out such variations and be bound by the same conditions though the said variations occurred in the contract.

I.B.2.9.2 If any suggested variations would, in the opinion of the contractors, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contract he shall notify the Engineer thereof in writing and, the Engineer shall decide forthwith whether or not the same shall be carried out and if Engineer confirms his instruction. The decision of the Engineer in this regard shall be final and binding.

I.B.2.9.3 The difference in cost, if any, occasioned by such variations, shall be added to or deducted from the contract price, as the case may be. The amount of such difference if any shall be ascertained and determined in accordance with the rates specified in the agreement. In case such rates are not available in the agreement they shall be settled mutually by the Engineer and Contractor. Even if there is disagreement regarding the rates to be paid, the contractor shall carry out the work inclusive of the variations and the matter in difference. Provided that in case no final settlement is arrived for such rates, then the engineer shall have the power to determine the rates finally and such rates shall be binding on the parties.

I.B.2.9.4 In the event of the engineer requiring any variation reasonable and proper notice shall be given to the contractor unable him to make his arrangement accordingly and in cases where good or materials are already prepared/procured, or any designs, drawings, drawings of pattern made or work done that requires to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer.

I.B.2.9.5 In every case in which the Contractor shall receive instruction from the Engineer for carrying out any work, which either that or later, will in the opinion of the Contractor involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instruction, inform the Engineer of such claim for additional payment.

1.B.2.10 NEGLIGENCE:

1.B.2.10.1 If the Contractor shall neglect to supply the materials with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by the Engineer or shall contravene any provisions of the contract, the purchaser may give seven days notice in writing to the Contractors, to make good the failure, neglect or contravention complained of and if the Contractor fail to comply with the notice within reasonable time from the date of serving thereof in the event of a failure, neglect or contravention capable of being made good within that time, than and in such case if the purchaser shall think fit, it shall be lawful for him to take the manufacture or supply of plant wholly or in part, out of the contractors hand and give it to another person on contract at a reasonable price and the purchaser shall be entitled to retain any payment which may be otherwise due to the Contractor or any part thereof as may be necessary. For the payment of the cost of manufacture or supply of such plant as aforesaid.

I.B.2.10.2 If the cost of executing the work, aforesaid, shall exceed the balance due to the contractor, and contractor fails to make good such deficiency the purchaser will do in the manner it may consider deem fit in terms of the contract.

I.B.2.11 COMPLIANCE WITH REGULATIONS:



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

I.B.2.11.1 Unless otherwise specified, all works to the extent applicable shall be carried out in accordance with Rules, Regulations and Acts in India to which the Corporation may be subjected.

I.B.2.11.2 The Contractor shall comply with all applicable laws, or ordinances, codes approved standards rules and regulations and shall procure all necessary municipal and government permits licenses etc. at his own cost. The Contractor shall leave the purchaser and engineer harmless as a result of any in fractions thereof.

I.B.2.12 DEATH, INSOLVANCY AND BREACH OF CONTRACT:

The purchaser may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events that is to say:

- i. If the Contractor being an individual or if a firm any partner thereof shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any preceding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment with his creditors or suspend payment or if the firm be dissolved under partnership Act. or,
- ii. If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or Manager or,
- iii. If the contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the purchaser. The contractor shall under no circumstances be entitled to pay gain or repurchase.

I.B.2.13 DATE OF COMPLETION:

The Contractor shall provide full program of the supply in detailed and delivery schedule thereto. Strict adherence to the guaranteed delivery schedule mentioned in contract conditions shall be in the essence of the contract and delivery must be completed not later than the delivery schedule.

I.B.2.14 DELAY OR FAILURE TO COMPLETE THE WORK:

I.B.2.14.1 If the contractor fails to complete the work or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to the right of the purchaser to recover damages for breach of the contract:

Reduce the contract price by $\frac{1}{2}$ (half) percent per week reckoned on the contract value of such portion only of the works as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times, as the case may be, and the actual time of supply and such reduction shall not in any case, exceed (15) percent of the contract value of such portion of the plant, or

Complete the balance work at the cost and risk of the contractor and without notice to the contractor.

However, the above action shall be taken without canceling the contract in respect of the materials not yet due for delivery, or cancel the contract or a portion thereof, and if so desired, purchase or authorize the purchase of materials not so delivered or materials of a similar description where materials exactly complying with particulars are not in the opinion of the purchaser (which shall be final) readily procurable, at the risk and cost of the contractors. If the contractor has defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though the lowest. **(This para is not applicable for works)**



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

I.B.2.14.2 Where action is taken under sub-clause (ii) or sub-clause (iii) above for failure to deliver the materials within the period fixed for such delivery, the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase, or if an agreement to purchase is made within six months from the date of such failure, and in case of repudiation of the contract before the expiry of the aforesaid period of contract. The contractor shall not be entitled to any gain or such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor. **This para is not applicable for works)**

I.B.2.15 RESPONSIBILITY OF THE CONTRACTOR:

I.B.2.15.1 The Contractor shall guarantee and be entirely responsible for the execution of the contract in accordance with the specification schedule and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, correct designs and drawings correct delivery of materials within the guaranteed completion and warranty period.

I.B.2.15.2 The Corporation shall have the right to require the contractor to make any change in the design, which may be necessary in the opinion of the Engineer to make the materials conform to the provisions and contents of the specification without extra cost to the purchaser. Approval by the Engineer or the authorized representative of the Corporation of the contractor's or Sub-contractor's technical particulars, drawings, design, materials or the other parts of works involved in the contract, or of tests carried out either by the contractor of any requirement obligation of the specification or of the Contractors' technical particulars, design and drawings. Any manufacture or their work performed prior to the approval of drawings and tests will be at Contractor's risk and responsibility.

I.B.2.16 INSPECTION AND TESTING:

I.B.2.16.1. All inspection and testing of materials in order to maintain the quality of the materials shall be the Contractors' responsibility. Test certificates of any tests carried out to maintain the quality of the materials may be submitted to the Purchaser from time to time. In addition, batch test certificate shall be furnished to the Purchaser with every package/ lot of delivery made.


I.B.2.16.2. Submission of test certificates or batch certificate shall, in any way, relieve the contractor of the responsibility of supplying the materials strictly in accordance with specifications, etc.

I.B.2.16.3 In case situation warrants, the Purchaser shall verify the batch test data by doing the testing of the specific batch at other independent sources and the results of independent sources shall be considered as final. In case of any major discrepancies on test results with that of batch test data submitted by contractor, the materials shall be rejected and the contractor shall have to replace the materials as per required specification.

I.B.2.16.4. In case of any tests on mutual understanding between the Purchaser and the contractor are carried out on the site, the purchaser, except where otherwise specified shall provided free of charges such labour materials, electricity, water, general apparatus and instruments as may reasonably be demanded to carry out such test. In the case the contractor requiring electricity for tests on site, such electricity shall be supplied to the contractor in the more convenient manner available. Testing equipment shall have to be arranged by the contractor. However, equipment if available with the Corporation shall be supplied either free of charge or at cost as will be provided in the agreement supply order.

I.B.2.17 DURATION OF CONTRACT:

The duration of contract shall be initially for 1 (one) year time from the date of LOI. NEEPCO reserves the right to extend the contract for further period if found necessary subject to satisfactory performance under the same terms

 <p>ISO 9001:2015 ISO 14001:2015 ISO 27001:2013 ISO 45001:2018 ISO 50001:2018</p>	<p align="center">NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A wholly owned subsidiary of NTPC) OFFICE OF THE GM (TECH), C&P KAMENG HYDRO POWER STATION KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH Mail: cnpkahps@rediffmail.com</p>
---	--

and conditions. NEEPCO also reserves the right to terminate the contract at any time without assigning any reasons thereof.

I.B.2.18 DELIVERY OF MATERIALS:

I.B.2.18.1 No equipment/material shall be dispatched until instruction is given to the contractor.

I.B.2.18.2 All required arrangements for delivery of material at doorstep are the responsibility of the successful bidder. NEEPCO reserves the right to procure the materials from other sources in the event of failure to supply within the stipulated time frame. The additional expenditure, if any incurred in procuring the materials from alternative sources shall be recovered from the successful bidder.

I.B.2.18.3 The contractor shall deliver the materials in accordance with the terms of the contract at the time/times at the place/places and in the manner specified in the contract or all subsequent dispatch advise. The contractor shall comply with instructions that may be given by the purchaser from time to time regarding the transit of the material.

I.B.2.18.4 Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee in triplicate invoice and packing account of all stores delivered or dispatched by him.

I.B.2.18.5 In case of any damage or loss incurred in transit upto destination, it shall be the liability of the contractor to initiate or pursue the claim with insurance company. He should also take immediate steps to repair. Any extension of time required in such contingency will be considered by the Corporation on merit.

I.B.2.18.6 The Corporation shall not be liable to assist in securing to arrange for or provide transport to the contractor unless it is so specifically stated in the schedule, notwithstanding at transport of the stores is controlled by or under the order of the purchaser.

I.B.2.19 ENGINEER-IN-CHARGE'S DECISION:

In respect of all matters which are left to the decision of the Engineer, including the granting or with holding of certificates, the engineer shall if requires so to do by the contractor, give in writing a decision there on and his reasons for such decision. If the decision is not accepted by the contractor the matter will, at the request of the contractor be referred to arbitration under the provision for arbitration hereinafter contained but subject to this right of reference to arbitration, such decision shall be final and binding on the contractor.

I.B.2.20 LIABILITIES FOR ACCIDENTS AND DAMAGES DURING TRANSIT:

The contractor shall be responsible for loss, damage or depreciation to goods or of materials up to delivery at site.

I.B.2.21 DEDUCTION FROM CONTRACT PRICE:

I.B.2.21.1 All costs, claims against damage or expenses which the purchaser may have paid for which under the contract the contractor is liable, may be deducted by the purchaser from performance guarantee or from any money due or which become due by him to the contractor under this contract.

I.B.2.21.2 Any sum of money due and payable to the contractor (including performance guarantee returnable to him) under this contract may be appropriated by the purchaser and set off against any claim of the purchaser, for the payment of sum money arising out of or under any other contract made by the contractor with the purchaser.

I.B.2.21.3 It is an agreed term of the contract that the sum of money withheld or obtained under this clause by the purchaser will be kept withheld or retained as such by the purchaser or till this claim arising out of in the same



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

contract is either mutually settled or determined by the arbitrator, or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on his Account or any other account in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

I.B.2.22 TERMS OF PAYMENT:

I.B.2.22.1 Subject to any deduction which the purchaser may be authorized to make under the contract, and or to any additions or deductions provided or under appropriate clauses of this section, the contractor shall be entitled to payments as follows:

- i) 100% along with 100% taxes and duties, freight and insurance, other charges etc. if any, will be paid within 30 (thirty) days on successful completion of works. A job completion certificate or report duly accepted by Engineer-in-charge shall be submitted to effect payment.
- ii) Service Tax and any other taxes shall be payable along with the payment subject to production of documentary evidence to the effect.
- iii) All the taxes, duties, levies etc. which are payable/reimbursable by the Corporation shall be paid/reimbursed to the supplier/concerned authority as per prevailing laws, rules, and regulations. The income tax and any other taxes, duties, levies etc. and surcharge, if any, thereof which the bidder by law is liable to pay are excluded from the provision of this contract. Such taxes, duties, levies along with surcharge shall be deducted from the payment and shall be deposited to the concerned authority. Any other statutory obligations on the part of the contractor shall also be deducted from the bills or amount due to the contractor and shall be deposited to the concerned authority. However, deduction certificate, if required by the contractor, shall be issued by the Corporation.

1.B.2.22.2 All payment shall be made in Indian Rupees, unless otherwise specified in the contract.

1.B.2.22.3 In the event of the supplier/contractor not being able to supply the materials to carry out works in accordance with the terms of this contract, the purchaser shall have the right to recover any sums advanced, from the contractor and from his/its assets.

I.B.2.23 STORAGE:

If the purchaser desire that materials or any portion thereof should not be dispatched by the contractor, when it is due for dispatch, the contractor shall store such materials or portion thereof at his works as mere custodian in trust on behalf of purchaser and be responsible for all risks.

I.B.2.24 DUE DATE OF PAYMENTS:

Payment shall be due and payable, by the purchaser in accordance with the provision of clause of these general conditions at the end of the month following that in which invoices for the amounts due together with necessary documents are received by the purchaser provided that the purchaser shall not be bound to make payment under clause unless the amount of such payment represents at least 3% of the total contract value of the material.

I.B.2.25 REJECTION OF DEFECTIVE MATERIALS

I.B.2.25.1 If the completed materials or any portion thereof before or after it is taken over, be found to be defective, or fail to fulfill the requirements of the contract, the engineer shall give the contractor notice stating the particulars of such defects or failure and the contractor shall forthwith make the defect good, or alter the same to make it comply with the requirements of contract. If the contractor fails to do so within a reasonable time, the purchaser may reject and replace at the cost of the contractor, the whole or any portion of the materials as the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and a reasonable price to the same specification and under competitive conditions.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

In case of such replacement by the purchaser the contractor shall be liable to pay to the purchaser the extra cost, if any of such replacement, by delivered and/or erected as provided for in the original contract, such extra cost being the ascertain difference between the price paid by the purchaser under the provision above mentioned, for such replacement and the contract price for the materials so replaced as also to repay any sum paid by the purchaser to the contractor in respect of such defective plant.

I.B.2.25.2 If the purchaser does not so replace the rejected materials within a reasonable time the contractor shall be liable only repay to the purchaser all money paid by purchaser to him in respect of such materials.

I.B.2.25.3 In the event of such rejection, the purchaser shall be entitled to the use of the materials in responsible and proper manner till a time reasonably sufficient to enable him to obtain other replacement materials. During the period the rejected materials are used commercially the contractor shall be entitled to a reasonable sum as payment for such use. Provided that the decision of engineer in regard to quantum or such payment shall be final and binding to the contractor.

I.B.2.25.4 Where the specification calls for performance tests before shipment and those have been successfully carried out the materials shall be accepted by the Engineer who shall issue a taking over certificate on receipt of materials at site in good condition.

I.B.2.25.5 When the specification calls for tests on site the plant shall be taken over and the taking over certificate issue immediately after such tests have been satisfactorily carried out.

I.B.2.25.6 The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially affect the commercial use thereof, provided that the contractor shall undertake to make good the same in due course.

I.B.2.26 GUARANTEE/ WARRANTY:

As stated in Technical specification.

I.B.2.27 FORCE MAJEURE:


I.B.2.27.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which the Force Majeure clause last.

I.B.2.27.2 For the purpose of this agreement Force Majeure shall include without limitation, wars, insurrection, civil disobediences, strikes, riots, epidemics, earthquakes, storms, floods, explosions or fire not caused by contractors negligence, lighting acts of God or the Public enemy which is of such a nature as to delay, curtail or prevent timely action by either party.

I.B.2.27.3 Upon the occurrence of such causes and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

I.B.2.27.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.

I.B.2.27.5 If works are suspended by Force Majeure conditions lasting for more than two months the purchaser shall have the option of canceling this contract in whole or part thereof at its discretion.

 <p>ISO 9001:2015 ISO 14001:2015 ISO 27001:2013 ISO 45001:2018 ISO 50001:2018</p>	<p align="center">NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A wholly owned subsidiary of NTPC) OFFICE OF THE GM (TECH), C&P KAMENG HYDRO POWER STATION KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH Mail: cnpkahps@rediffmail.com</p>
---	--

I.B.2.28 ARBITRATION:

I.B.2.28.1 Except where otherwise provided, if at any time question of a dispute or difference of opinion whatever shall arise between the contractor and the purchaser upon or in relation thereto or in connection with this contract, either or the parties may give to the other notice in writing of the existence of such dispute. If the matter is not settled amicably by and between the parties, and on rejection of such matter of dispute or difference of opinion shall be referred to Arbitration strictly in accordance with the provisions contained in Indian law of Arbitration Act 1940 and any rules made there under and or such other order or orders/instruction issued by the Govt. of India from time to time in this connection.

However, in case the contractor is Govt. department or P.S.E. the following clause shall be applicable.

'In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, In-charge of the Bureau of Public Enterprises. The Arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference to dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

I.B.2.28.2 The dispute of difference of opinion may be referred to either sole Arbitrator or two Arbitrators/Umpire as case may be appointed by each of the party.

Before referring the matter to Arbitration, parties shall have to decide the terms of reference/Arbitration Agreement mutually.

I.B.2.28.3 The contractor will ensure that the work under this contract shall continue during arbitration proceeding and dispute and not payment due from or payment by the purchaser shall be withheld on account of such proceedings except to the extent which may be disputed.

I.B.2.28.4 Court of Competent Jurisdiction:

The court of Guwahati will only have jurisdiction in the case.

I.B.2.29 CONSTRUCTION OF CONTRACT:

The contract shall in all respect be constructed and operated as a contract as defined in the Indian Contract Act. 1872 and all the payments there under shall be made rupees unless otherwise specified.


I.B.2.30 BREACH OF CONTRACT:

In case of infringement of any terms and conditions major or minor of this covenant/agreement by the contractor the Corporation shall have full power to rescind, cancel or terminate the contract after observing all legal formalities. The decision of Corporation in this regard shall be final and binding.

I.B.2.31 MARGINAL NOTES AND CAPTIONS:

The various headings, marginal notes provided in the contract against various clauses are only for the facility of reference and shall not be taken into account in the construction of any such clause or the contract.

I.B.2.32 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER:

 <p>ISO 9001:2015 ISO 14001:2015 ISO 27001:2013 ISO 45001:2018 ISO 50001:2018</p>	<p align="center">NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A wholly owned subsidiary of NTPC) OFFICE OF THE GM (TECH), C&P KAMENG HYDRO POWER STATION KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH Mail: cnpkahps@rediffmail.com</p>
---	--

I.B.2.32.1 For all purpose of the contract, including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Engineer. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

I.B.2.32.2 Any communication or notice on behalf or the purchaser relation to the contract may be issued to the contractor by engineer and all such communication and notice may be served on the contractor either by registered or under certificate of posting or by ordinary post or by hand delivery the option of such officer.

I.B.2.33 CONTRACT DOCUMENTS & MATTERS TO BE TREATED AS CONFIDENTIAL

All documents, correspondence, decision and other matters concerning the contract shall be considered as confidential & restricted nature by the contractor and he shall not divulge or allow access thereto unauthorized person of any kind.

I.B.2.34 REGULATION OF LOCAL AUTHORITIES

The Corporation shall throughout the continuance of contract and in respect of all matters arising in the performance thereof, assists the contractor in the service of the notices and the obtaining of all consents, approval and permission required in accordance with the regulations and by laws of any local or other authority, if so necessary and applicable to the works and also in the obtaining of right of way and like facilities from private parties. The Corporation shall not however, be responsible for any delays of these accounts.

I.B.2.35 LABOUR REGULATIONS

The contractor shall ensure adherence compliance of all applicable labour regulations/rules etc. and will be solely responsible for compliance with any law made by Govt. of any other authority from time to time in respect of engagement of labour. The Corporation shall not bear any responsibility in this regard.



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

SECTION – IC

SPECIAL CONDITIONS OF CONTRACT

(These special conditions of contract shall be read and constructed along with the general conditions of contract for the works various schedules, appendices and annexure annexed hereto, but in case of any conflict or inconsistency between these special condition and annexed general conditions of contract provisions of these special conditions contained herein shall prevail).

I.C.1 SCOPE

The scope of this contract shall be detailed in Techno-commercial Requirement & Technical Specification.

I.C.1.1. Bids not covering the above scope of works may be treated as incomplete and may be rejected.

I.C.2 TENDERER

Tenderer are required to furnish full particulars of the works offered, in addition to filling in completely all the schedules and appendices in this specification (Vol. I and Vol. II).

I.C.3 CONDITIONS OF CONTRACT

I.C.3.1 The contract that may result on acceptance of a tender against this specification will be governed by the General Conditions of Contract for work / supply of materials to be read in conjunction with these special conditions, as aforesaid.

I.C.3.2 To facilitate an early decision on the tenders, the tenderers are requested to confirm their acceptance to all the terms and conditions, however, still insist on departing from any of the terms and conditions he may clearly bring out such in detailed.

I.C.4 LATENT DEFECTS, ERRORS & OMISSIONS

I.C.4.1 Any part of materials shall develop defect(s), not disclosed prior to acceptance by the Corporation, within a year after the materials are used, shall be promptly responded by the contractor and all expense of any replacement of parts arises due to the poor performance of materials supplied by the Contractor shall be borne by the contractor.

I.C.5. FINANCIAL RESOURCES AND EXPERTISE

I.C.5.1. The bidder should have adequate capability, facilities and experience of similar works & documentary evidence should be furnished with the tender to demonstrate capability in this regard.

I.C.5.2 The bidder is advised to submit statement of facts in details as to his previous experience in performing similar or comparable work, and of business and technical organization, financial resources available and to be used in performing the contemplated work.

I.C.5.3. The bidder is advised to furnish the information on the following points: -

- (a) Standing of the firm.
- (b) List of important contracts for similar works executed by him in India or elsewhere.
- (c) Documentary proof that they possess the requisite license(s) for the works covered under these specifications.

I.C.6.DEVIATIONS FROM SPECIFICATIONS



ISO 9001:2015
ISO 14001:2015
ISO 27001:2013
ISO 45001:2018
ISO 50001:2018

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A wholly owned subsidiary of NTPC)
OFFICE OF THE GM (TECH), C&P
KAMENG HYDRO POWER STATION
KIMI - 790114, Dist. WEST KAMENG, ARUNACHAL PRADESH
Mail: cnpkahps@rediffmail.com

I.C.6.1 Should a bidder wish to depart from the provisions of the annexed specification for increase in efficiency or any other reasons he must specifically mention such departures in schedules appended herewith. The bidder must explain in detail each and every departure he proposes to make.

I.C.6.2. Except where any departure is specifically approved by the Engineer, the provision of this specification shall prevail.

I.C.6.3. It is the practice of Corporation to make loading while evaluating the price bids for all deviations wherever such loading is possible. As such it will be in the interest of the contractor to keep the deviations to the lowest possible extent.

I.C.7. PRICES

I.C.7.1. The quoted price shall be "FIRM" and shall be furnished in prescribed form enclosed elsewhere.

I.C.7.2. All payments shall be made in Indian Currency.

I.C.8. ADDITIONAL CONDITIONS

I.C.8.1. The Head of Project, KaHPS, reserves the right to revise or amend the conditions of contract, technical provisions, or any other documents prior to the date and time specified for opening tenders. Bidders are required to acknowledge receipt of all such revisions or amendments.

I.C.8.2. No Foreign Exchange will be released for this work on any ground.

I.C.8.3. The contract must not be sublet without the permission of the Head of Project, KAHPS.

I.C.9 COMPLETENESS OF TENDER

The tender shall be complete and include all accessories even though not specially mentioned in these specifications, schedule etc. but which are essential for the satisfactory operation of the equipment as a whole.

I.C.10. NOTICE TO CONTRACTOR

Any notice to be given to the contractor may, if the purchaser thinks fit, be posted to his address given in the tender or to his duly authorized representative at site, and such posting shall be deemed good service of such notices, and the time mentioned and the General conditions for doing any act after such notice shall be reckoned from the date on which such notices reach him in the normal course.

I.C.11"NON-DISCLOSURE CLAUSE" -

a) The Contractor, without the Purchaser's prior written consent, shall not disclose the Contract, or any provisions thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person employed by the Contractor in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

b) The Contractor, without the Purchaser's prior written consent, shall not make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.