

No. NEEPCO/AGTCCPP/C&P/T-75/2016-17/177

Dtd.20-07-2016

DETAIL NOTICE INVITING TENDER No.42
NEEPCO/AGTCCPP/C&P/2016-17/NIT-42 Dated 20/07/2016

Tender Enquiry No:42

Dated:20/07/2016

The North Eastern Electric Power Corporation Limited (NEEPCO), a Public Sector Enterprise under the Ministry of Power, Government of India, owns and operates a 130 MW Gas Based Combined Cycle Power Plant in R C Nagar, Agartala in the State of Tripura, India. The Corporation invites online tenders under the Single-Stage Two-Envelope Tendering system for rendering assistance in conducting Major Inspection of one number Frame 5 Gas Turbine Unit of the Project

1.	Conditions for Tendering:	
1.1	Participations & submission of Tenders	<p>1.1.1 Portal Registration: The bidders intending to participate in the e-tendering and download the detailed bid document have to register themselves in the portal https://neepco.abcpurchase.com. Relevant information about the bidder required during the registration is available in the portal.</p> <p>1.1.2 Vendor registration fee : The fees for Vendor Registration in the portal is Rs. 3000.00 (Rupees three thousand) only per year.</p> <p>1.1.3 Bid fee: The bid fee for participation in the bidding is Rs 1,000.00 (Rs One Thousand) only.</p> <p>1.1.3 Procedure for payment of registration fee and bid fee and EMD: Bidder shall make payment of non-refundable Bidder Registration Fee of Rs. 3000.00 (Rupees Three Thousand) only per year.</p> <ol style="list-style-type: none"> Payment can be made through "Payment Gateway" available in the e-procurement portal by "Net Banking /Debit Card/ Credit Card" Payment can be made by NEFT/RTGS. The bidder has to register first and enter the mandatory details . After that the bidder will go to the "Payment Option" and click on NEFT/RTGS. The details will have to be filled up and the challan printed and payment can be made at any bank. The bidder can then scan the receipt and upload the same to the portal. There is no provision for cash payment. <p>Name of the Account : E Procurement Account,NEEPCO Ltd, Account No: 913020005982636 of Axis Bank, Shillong.</p>

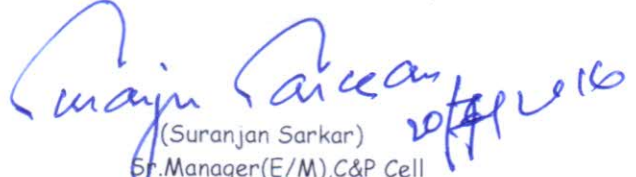
		<p>IFS Code: UTIB0000270</p> <p>After payment of vendor registration fee the scanned copy of payment receipt should be sent along with the bidder details at email Id: contract@neepco.gov or contract_neepco@yahoo.com to advice the service provider for approval of the vendor. Vendors may contact Sri R.Ramaswami, Manager(C) , C&P Department, NEEPCO, Shillong, Mobile no: +91-9436704369, e-mail: rramswami@neepco.gov.in to get confirmation regarding receipt of vendor registration fee.</p> <p>For registration and digital certificate, the vendors may contact the Service provider at Mr. Himalaya Vaishnav, e-Procurement technologies ltd, Ahmedabad, Phone no:91-7940016866/38/21/18 Mobile No:+91-9099090830 e-mail:info@abcprocure.com</p> <p>1.1.4 Bidders shall clearly indicate the head against which payment has been made at the above account in the following format:</p> <p>(i) NIT NO ---- dated ----- Registration fee. (NAME OF BIDDER)</p> <p>(ii) NIT No:----- dated ----- Bid fee. (NAME OF BIDDER)</p> <p>iii)NIT No:----- Dated----- EMD/Bid security (NAME OF BIDDER)</p> <p>1.1.5: For any clarification related to e-procurement, bidders are requested to contact:</p> <p>Phone No:08974009294 e-mail ID: agtpm.onm@gmail.com Bidders may also contact e-procurement Technologies Ltd.(Service Provider) having the following contact details: e-Procurement Technologies Ltd. A-201-208,Wall Street-II/Opp.Orient Club Nr.Gujarat College/Ellisbridge. Ahmedabad-380015 Gujarat,India Tel:+91-79-40016802-77 Cell:+91-9374519754/9377988119 e-mail ID: Support@abcprocure.com</p> <p>1.1.6 Submission and opening of Bids: Bidders shall prepare and submit their bids in the electronic form in https://neepco.abcprocure.com. Online bidding forms will be available in the above website. Bidders may view the tender opening results of techno-commercial and price bids in https://neepco.abcprocure.com by marking their presence for online tender opening.</p>
1.2	Earnest Money Deposit (EMD)	<p>Rs.35,000 (Rupees Thirty Five Thousand) only to be submitted along with the offer. The vendor can make the payment of the EMD as explained 1.1.3.If the bidder withdraws the tender while it is under consideration or after placement of the order,the bid security /EMD shall be forfeited along with other action as the corporation deems fit. EMD of unsuccessful tenderers will be</p>

		returned on award of work to the successful Tenderer.
1.3	Tender Validity in days	180 (One hundred eighty) days
1.4	Date of Commencement of downloading document from the online portal.	20/7/2016 ,18:00 Hr onwards
1.5	Date of online submission of bid Date & Time for opening of Techno-Commercial Part	Submission of Bid: 19/8/2016 upto 12:00 Hrs Opening of Techno-Commercial Bids :19/8/2016 at 15:00 Hrs
1.6	Date & Time for opening of Price Part	Will be intimated after completion of Techno-Commercial Evaluation.
1.7	Qualifying Requirement	
1.7.1	<p>The intending Bidder must satisfy the following qualifying criteria:</p> <p>a) The bidder should have executed Major Inspection / Hot Part Inspection of Gas Turbine Unit in any Government / PSU / IPP Project in India and shall have experience in executing such job during last seven years matching either of the following:</p> <p>i) Three similar completed works each costing not less than Rs 7.00 lakh. Or</p> <p>ii) Two similar completed works each costing not less than Rs 8.5 lakh. Or</p> <p>iii) One similar completed works costing not less than Rs 14.00 lakh.</p> <p>For the purpose of this clause similar work shall mean execution of Major Inspection / Hot Part Inspection of Gas Turbine Unit in any Government / PSU / IPP Project in India with minimum capacity of 21 MW.</p>	
1.7.2	The bidder should have valid PF and Service Tax Registration.	
1.7.2	The average annual turnover shall not be less than Rs.35,00,000.00 (Rupees thirtyfive Lakh) only during the financial year 2013-2014, 2014-2015, 2015-16.	
1.7.3	The intending Tenderer shall produce the following documentary evidence to satisfy the minimum qualification criteria specified above, the fulfillment of which is prerequisite for opening of Sealed Cover -2 containing price bid.	
a)	Furnish experience certificate signed by Competent Authority certifying performance in similar works.	
b)	Furnish copy of the annual report duly certified by the Chartered Accountant for the financial year 2013-14, 2014-2015, 2015-16.	
d)	Copy of EPF and Service Tax registration certificate.	
c)	The Tenderer shall furnish an undertaking (self certificate) that the Tenderer has not been blacklisted / debarred by any Central / State Government institution including electricity boards. The Tenderer should also confirm that there is no pending litigation on account of executing similar orders.	
1.8	Period of Contract	Six Months
2.0	In case last date of submission of bids & date of opening of bids is declared as holiday in NEEPCO, AGTCCPP, office, the online tender shall be submitted as per stipulated time however, opening will be following working day at the same designated time.	
2.1	<p>Every page of the Tender Documents shall be signed and stamped with seal by the Tenderer and upload along with the tender as a token of acceptance of the terms and conditions stipulated. Tenders submitted shall also consists of the following:</p> <p>i) Photocopy of sales tax registration/TIN.</p> <p>ii) Photocopy of PAN.</p> <p>iii) Power of Attorney in case the tender is signed by an authorized representative of the Bidder.</p> <p>iv) Photocopy of Service Tax Registration.</p> <p>v) Full name and address of the Bidder shall be written on the bottom left hand corner of the sealed cover.</p>	



	Copies of all certificates submitted shall be duly authenticated by the bidder.
2.2	NEEPCO, AGTCCPP reserves the right to reject any or all Bids, or to annul the tendering process and reject all the tenders for any justified and genuine grounds, without thereby incurring any liability to the affected Tenderers nor does it have any obligation to inform the Tenderers the ground for such action.

For & on behalf of North Eastern Electric Power Corpn. Ltd.


 (Suranjan Sarkar)
 Sr. Manager(E/M), C&P Cell
 NEEPCO Ltd.: AGTCCPP
Ramchandranagar



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Ltd.
 135MW Agartala Gas Turbine Combined Cycle Power Plant

ISO 9001-14001
 OHSAS 18001

(बिडिंग प्रक्रिया के लिए निविदा दस्तावेज़)

MINIRATNA CATEGORY - I

SENIOR MANAGER(E/M),C&P Cell,AGTCCPP
 P.O.: NEEPCO, RAMCHANDRANAGAR,
 AGARTALA, TRIPURA (W) - 799008
 Phone: 0381-2391292 Fax: 0381-2391268
 email : agtpp.onm@gmail.com

Section-I : Instruction to Bidder

1. General Information

NEEPCO owns and operates the Agartala Gas Turbine Combined Cycle Power Plant with Four 21 MW (Fr-5) Gas Turbine Units and Two 25 MW Steam Turbine Units.

2. Intent of Specification

NEEPCO intends to award a contract for rendering assistance in Major Inspection of one the Gas Turbine Units.

3. Project Location

The plant is located at a distance of 14 Km from Agartala city the capital of Tripura. The Airport is at a distance of 18 km from the plant. Daily air Services are available from Kolkata, Guwahati, Mumbai Delhi and Hyderabad. Buses ply from Agartala to Guwahati on daily basis, the distance of which is 578 KM. As on date Rail link between Agartala and Silchar in service and is likely to be extended upto Guwahati very shortly. The city has adequate hotels upto 3 Star rating.

The Geodetic co-ordinates of the proposed project area at Ramchandranagar, Agartala, Tripura(W) are 28.57°N 77.32°E

4. Scope of Services

The Scope of Services shall include rendering assistance in conducting Major Inspection of one number of Fr-5 Gas Turbine Units by engaging suitable experienced and specialized man power. The work shall be carried out as per instruction of NEEPCO and / or its authorised agency as per the job requirement and best engineering practice and with compliance to all provisions of Indian Electricity Act, 2003. OEM's recommendation, instructions laid down in O&M Manuals and Instructions of Engineer in-Charge shall have to be followed. The scope is further elaborated in details in Section III, General Conditions of Contract.

5. Qualifying Criteria

The bidder must satisfy the following qualification criteria:

- i) The bidder should have executed Major Inspection / Hot Part Inspection of Gas Turbine Unit in any Government / PSU / IPP Project in India and shall have experience in executing such job during last seven years matching either of the following:
 - a) Three similar completed works each costing not less than Rs 7.00 lakh.
Or
 - b) Two similar completed works each costing not less than Rs 8.50 lakh.
Or
 - c) One similar completed works costing not less than Rs 14.00 lakh.

www.neepco.gov.in

CIN : U40101ML1976GOI001658

For the purpose of this clause similar work shall mean execution of Major Inspection / Hot Part Inspection of Gas Turbine Unit in any Government / PSU / IPP Project in India with minimum capacity of 21 MW.

- ii) The average annual turnover shall not be less than Rs. 35,00,000.00 (Rupees thirty Five Lakh) only during the financial year 2013-2014, 2014-2015, 2015-16.
- iii) The intending Tenderer shall produce the following documentary evidence to satisfy the minimum qualification criteria specified above, the fulfilment of which is prerequisite for opening of price bid.
 - a) Furnish experience certificate signed by Competent Authority certifying performance in similar works.
 - b) Furnish copy of the annual report duly certified by the Chartered Accountant for the financial year 2013-14, 2014-15, 2015-16.
 - c) Copy of EPF and Service Tax Registration certificate.
 - d) The Tenderer shall furnish an undertaking (self certificate) that the Tenderer has not been blacklisted / debarred by any Central / State Government institution including electricity boards. The Tenderer should also confirm that there is no pending litigation on account of executing similar orders.

6. Earnest Money : Earnest Money for an amount of Rs 35,000 to be paid on line as explained 1.1.3 of Detailed Notice Inviting Tender.

- (a) The Earnest Money Deposit of the successful bidder shall be kept valid till submission of the Contract Performance Guarantee and the same shall be returned after the submission and acceptance of Contract Performance Guarantee and signing of contract agreement. The Earnest Money Deposit of unsuccessful bidder shall be returned after award of the contract to the successful bidder.
- (b) In any case, no interest will be payable by the Purchaser on account of the above Earnest Money Deposit.

7. Submission of Bid

- a) The bidder shall prepare and submit their bid in the electronic form in <https://neepco.abcpurchase.com>. Online bidding forms will be available in the above website. Bid documents can be downloaded from this website after vendor registration and payment of bid fee as mentioned in the bid document.
- b) In the online bid submission, bidder will submit their Techno-Commercial bid and Price Bid in the online bidding forms using their digital signature. Bidder is advised to submit the bid strictly in accordance with the terms and conditions and specifications contained in the bid document and not to stipulate any deviation or condition. However, if any bidder desires to take any deviation, he shall indicate such deviation in the Schedule of Deviations as per format furnished in Sec III. NEEPCO reserves the right to reject any bid containing deviations to the terms, conditions and requirements stipulated in the bid document.
- c) The bidder shall submit/upload the scanned copy of EMD alongwith the techno- commercial bid.

PART - I : Techno-commercial Bid shall contain the following -

- a. Bid Form as per Format furnished in Section - III.
- b. Earnest Money Deposit (EMD).

- c. Power of attorney in favour of the person signing the bid, as per Format in Section-III.
- d. Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- e. Details of qualification and experience of providing similar services with documentary evidence like copy of work order, performance certificates from clients etc. as per qualification requirements.
- f. Documents related to Trade License and IT PAN, Service Tax Registration, PF Registration, audited balance sheet for preceding three financial years etc.
- g. Techno-commercial deviations, if any, in the form of 'Deviation Statement' furnished at Section-III.
- h. Additional documents, if any.

PART - II : Price Bid shall contain the following Bidder's Price Proposal in 'PRICE SCHEDULE'.

8. Signature of Bids

The offer must contain the name, residence and place of business of the person or persons making the bid and must be signed with usual signature. The names of all persons signing the bid should also be signed typed or printed below the signature. The bidder shall submit Power of Attorney in favour of the signatory.

9. Deviation from Bid Document/ Additional Clause

- (a) All bidders are cautioned that the bids containing any deviation from the basic parameters of the bidding specifications are liable for rejection.
- (b) If, however, any bidder desires to take some deviation, he shall indicate the same in the 'Schedule of Deviation'.
- (c) Acceptability / non-acceptability of deviations from the conditions as contained in the bid document shall be judged by the Corporation. The decision of the Corporation in this respect shall be final and binding.
- (d) Unless deviations are recorded in the Deviation Sheet and submitted with offer, it will be construed that the offer is in conformity with the specification.

10. Evaluation of Techno-Commercial Bids

The techno-commercial bid shall be opened online on the designated date and time for opening. Purchaser will examine the Tender Documents to determine whether they fulfil the qualifying requirements, whether they are complete and meet the requirements of this Tender specification. Tender submitted without fulfilling the qualifying requirement shall be rejected and shall not be considered for price Bid evaluation. Price Bids of those Bidders meeting the qualifying requirement and requirements of the Tender specification shall be opened online on completion of Techno-Commercial Evaluation. **Date for price bid opening shall be notified at a later date.**

11. Evaluation of Price Bids

- (a) Comparison of the price bid will be made only for the bids of those Bidders, whose submissions satisfy the Corporation that they will carry out the works in accordance with the specifications and have taken fully into account in preparing their tenders all those particular aspects of the Project which could affect the progress of work and their tendered costs. The Corporation will examine the price of the bids to determine whether they are complete, whether computational errors have been made, whether the documents have been properly signed and filled up as per the formats provided in the bid documents and whether the bids are generally in order.

(b) The price bids shall be evaluated in the following manner :

Evaluated Price = Total Lump Sum Quoted Price as per 'Price Schedule'.

(c) The award of contract will be made to the bidder who is evaluated as being the bidder as per the formula indicated at (a) above.

12. Corporation's Right to Accept any Bid and too Reject any or all Bids

The Corporation reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action by the Corporation.

The Bidding process may be cancelled if -

- The responsive Bids substantially exceed the budget;
- The Techno-Commercial bases of the work have changed materially prior to the award, or
- The rates of the Bid are obviously and clearly unreasonably high.

13. Notification of Award and Signing of Agreement

(a) The bidder, whose bid has been accepted, subjected to reservations, will be informed by the Corporation by issuing detailed Letter of Intent (LOI) within the validity period of the bid through Fax, Cable Telex, e-mail or registered letter. The detailed Letter of Award will follow unconditional acceptance and fulfilment of terms and conditions of the above LOI by the Bidder. The Letter of Award shall state the Contract Price, the Scope of the Work, the Terms & Conditions etc., finally arrived at after conducting pre-award discussions / negotiations, if any.

(b) The Letter of Award will constitute the formation of the Contract, and signing the Agreement as per prescribed format for the performance of the work.

(c) The Agreement will incorporate the NIT, the bid documents, contractor's bid, all the correspondence between the Corporation and the successful bidder. It will be signed by the Corporation and the successful bidder within 20 (twenty) days from the date of Letter of Award (Work Order).

14. Period of Contract

The contract shall be initially valid for six months from the date of award and may be extended for further period after due discussion and consent from the contractor. However, in the event the works under the contract is completed before expiry of the contract period, the contract shall cease to exist on the date of completion of all obligations of the contractor.

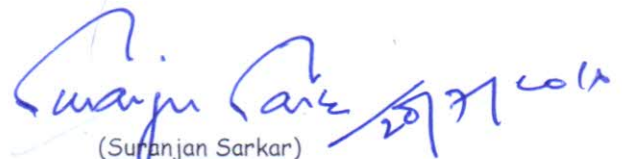
15. General Instructions

i) The Bidder is required to carefully examine the specification and documents and fully inform himself of all the site conditions and matters which may in any way affect the work 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. 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.

- ii) Request for clarification / interpretation on the specifications as a whole i.e. general terms and conditions / technical specification should reach the Purchaser within 15 (Fifteen) days from the date of this NIT. The Purchaser shall furnish the clarifications within 7 (Seven) 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 specifications. The general terms and conditions and technical conditions so finalised shall become the basis of tendering and no deviations on these terms and conditions shall be applicable thereafter.
- iii) 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.
- iv) The bidder shall also 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 accessibility to the site, the general conditions at site so as to offer competitive prices taking into account risks, contingencies and other circumstances which may influence or affect the execution of the works.
- v) Access to the site will be granted to the Bidder during tender preparation period by appointment with the Purchaser.

For & on behalf of North Eastern Electric Power Corpn. Ltd.



(Suranjan Sarkar)
Sr. Manager (E/M), C&P Cell
NEEPCO Ltd.: AGTCCPP
Ramchandranagar



ISO 9001-14001
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Ltd.
135MW Agartala Gas Turbine Combined Cycle Power Plant
(ब्रह्मपुत्र: ठाँव नदीक हतहन्प्रोइह)

MINIRATNA CATEGORY - I

SENIOR MANAGER(E/M),C&P Cell,AGTCCPP
P.O.: NEEPCO, RAMCHANDRANAGAR,
AGARTALA, TRIPURA (W) - 799008
Phone: 0381-2391292 Fax: 0381-2391268
email : agtpp.onm@gmail.com

Section-II : General Conditions of Contract

1. Definition of Terms

In construing these general conditions and annexed specifications, the following words / terms shall have the meaning herein assigned to them unless there is anything in the subject or context, inconsistent with such construction.

- (a) Purchaser/ Owner/ Employer/ Corporation/NEEPCO/AGTCCPP shall mean the "AGARTALA GAS TURBINE COMBINED CYCLE POWER PLANT, NEEPCO Limited (A Government of India Enterprise), R C Nagar, Agartala, Tripura and shall include their legal representatives, successors and permitted assigns.
- (b) 'Contract Price' shall mean the lump sum price at which the contract is awarded to the Contractor.
- (c) The 'Contractor' shall mean Bidder whose offer is accepted by the Purchaser for the Award of the Works and shall include Bidder's legal representatives, successors and permitted assigns.
- (d) The 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the Contract has been sub-let by the Contractor with the consent in writing of the Engineer-in-Charge and will include the legal representatives, successors and permitted assigns of such person.
- (e) The "Engineer" / "Engineer-in-Charge" shall mean the Engineer/ Officer appointed by the Corporation to sign or cause to sign the Contract Agreement on behalf of the Corporation and / or the Engineer Officer appointed in writing by the Corporation or its duly authorised representative to direct, supervise and be in charge of the works for the purpose of the contract.
- (f) The term 'Equipment', 'Stores' shall mean and include plant, stores and materials to be provided by the Contractor under the Contract.
- (g) The 'Site' shall mean and include the land, other places, on into or through the Power Station.
- (h) The 'Letter of Intent' (LOI) shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and the Contractor is required to sign the Contract Agreement.
- (i) The 'Date of Contract' shall mean the date on which the "Letter of Intent" has been issued by the Purchaser.
- (j) The 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar 'day' or 'days'.
- (k) A 'Week' shall mean continuous period of seven (7) days.
- (l) 'Writing' or 'Written' shall include any manuscripts, typewritten or printed statement under or over signature and / or seal as the case may be.

2. Scope of Services

The contractor shall execute all works necessary for the Major Inspection / Overhaul of the Gas Turbine Unit strictly as per direction and guidance of the Engineer-in-charge or any agency engaged by the Purchaser for supervision and direction to the works. The Scope of Services of the contractor shall include the following works:

- i) Removal of turbine top cover.
- ii) Removal of compressor discharge covers.
- iii) Removal of bearings.
- iv) Removal of turbine rotor.
- v) Placing the turbine rotor after inspection and repair, if any.
- vi) Placing of turbine covers.
- vii) Alignment works.
- viii) Overhauling of accessory gear box and load gear box.
- ix) Jobs arising in real time situation as necessitated during the MI works.

All jobs related to Major Inspection / Overhaul as defined in GE recommended practice will include but not limited to complete measurements of clearances, alignment readings on both sides prior to stripping of gas turbine, cleaning, measurements, inspection, repair / replacement of damaged portion of gas turbine as may be required. The maintenance time schedule / plan in time bar and method statement for the work shall be prepared by the bidder and displayed in the work place.

Prior to Disassembly

1. Record operating data & take shutdown of machine.
2. Check dampers, doors, fans operation, leakages and emergency lube oil pump operation.
3. Removal of Load & accessory coupling and check & record alignment of the complete train (Between A.G.B to Turbine to L.G.B to Generator)
4. Other jobs on Frame 5 Gas Turbine.

Disassembly

1. Removal complete enclosure (roof, panels, doors etc), ducts and associated piping etc for access of turbine & compressor.
2. Remove fuel nozzles, associated piping, tubing and devices etc. as required.
3. Removal of combustion chamber covers and combustion items cross fire tube, retainers and Liners.
4. Perform six points check of rotor (positioning).
5. Removal of cooling & sealing air piping and wheel space thermocouple.
6. Provide Mechanical jacks under casings as recommended in manual.
7. Removal of turbine & compressor upper half casings and place on wooden logs after removal of turbine eccentric pins.
8. Removal of inlet elbows ducts (Inlet Plenum), transition piece, bell mouth (inlet casing) and intermediate casing.
9. Removal the Flex seals in segments from both forward & backward ends of exhaust plenum. These are fixed with turbine exhaust casing at forward end and with exit turning vane diffuser at aft end.
10. Removal of combustion transition pieces.
11. Removal of 1st & 2nd stage Nozzle.
12. Removal, inspection and recording of clearances of bearing including DP Testing of bearing liners and active & non-active pads.



Repair, Inspection and Cleaning

1. Inspection of IGV blades, backlash & bush clearances measurement and recording the same on inspection sheet. Correction of the same by repair / replacement and redowelling, if required.
2. Carry out Zyglo check on turbine bucket.
3. Observation of ovality on segment plate / ring on up-stream of exhaust casing.
4. Clean, inspect & record in standard formats all disassembled GT components as per standard practice defined by OEM.
5. Checking and replacement, if needed, of 1st and 2nd stage shrouds.
6. Clean Turbine blades, nozzles, liners, cross fire tubes & transition pieces and carry out the DP test for detecting the cracks.
7. Clean compressor stator and rotor blades with steam, detergent, diesel, and fine emery paper.
8. DP test of the bearing liner and check the clearances.
9. Dismantle Fuel nozzles, clean / lap the nozzle components, assemble & test on rig at Site.
10. Checking & cleaning as needed all Liquid & purge check valves as required.
11. Opening & cleaning of lube oil heat exchanger & atomizing air coolers.

Reassembly

1. Drilling out broken bolts & re-tapping in casings for providing Helicoil inserts (exhaust casing, compressor discharge casing and exhaust plenum and repair exhaust roof bolts) as may be needed. Other damaged and undamaged threads to be cleaned and retapped as needed.
2. Reassemble the turbine with old / new components.
3. Position the rotor.
4. Check turbine & compressor clearance and record in standard formats.
5. Assemble all casings.
6. Assemble combustion parts & casings.
7. Check & correct alignments and assemble coupling of Accessory Gear box to Rotor, Rotor to Load Gear box and Load Gear box to Generator also.
8. Remove, clean & replace all identified lube oil, hydraulic oil filters as required.
9. Reassemble lube oil heat exchanger & atomizing air cooler.
10. Perform all start up checks and prepare the machine for startup.

Start Up

1. Assist & overview in running the machine to FSNL and monitor & record all operating parameter.
2. Assist & Overview in loading the machine to base load.

3. Engagement of Work Force

The contractor shall adequately man his work team for successfully carrying out the works under the scope in time bound manner within the time period envisaged in the contract. The contractor shall keep posted minimum of following man power in various categories in the place of work during the period of execution.

- a) Gas Turbine Supervisor / Foreman ----- 01(one).
- b) Senior Mill Wright Technician ----- 01 (one).
- c) Junior Fitter ----- 03 (three).
- d) Skilled Welder / Grinder -----03 (three).



- | | |
|------------------------|-------------------|
| e) Skilled Rigger | ----- 01 (one). |
| f) Skilled Labour | ----- 03 (three). |
| g) Semi Skilled Labour | ----- 03 (three). |
| h) Electrician | ----- 02 (three). |

4. Responsibility Matrix

For proper execution of works under contract a well coordinated approach from the Contractor as well as the Purchaser is of paramount importance. The areas of demarcation of responsibilities between the Purchaser and the Contractor shall be broadly as per 'Responsibility Matrix' furnished at Section III of bidding documents.

5. Contract Agreement

- (a) The successful bidder will enter into contract agreement with NEEPCO for the work within 30 (thirty) days of issuance of Letter of Intent.
- (b) Before contract signing the Contractor shall furnish the Contract Performance Guarantee as indicated elsewhere.
- (c) The formal Contract Agreement will be signed in the proforma as per 'Contract Agreement Format' furnished at Section III.

6. Warranty

The contractor shall offer warranty for a period of twelve months from the date of start up of the unit against any deficiency arising out of defective workmanship. In the event any deficiency surfaces due to defective workmanship within the warranty period, the contractor shall make good of such deficiency at no extra cost to the Corporation.

7. Contract Performance Guarantee

- (a) Within 30 (thirty) days of issuance of Letter of Intent, the contractor shall furnish an irrevocable Contract Performance Guarantee in the form of a Bank Guarantee for proper fulfilment of the contract in prescribed FORMAT. The Bank Guarantee shall be for an amount equivalent to 10% of total Contract Price.
- (b) The Bank Guarantee shall be strictly as per format at 'CPG Format' furnished in Sec III and shall be issued by any Nationalized / Scheduled Bank in India.
- (c) The Bank Guarantee shall be returned to the contractor, without any interest, at the end of the contractual warranty period subject to fulfilment of all contractual obligations.

8. Period of Contract and Duration of Major Inspection Works

- a) The Contract shall remain valid for a period of six months from the date of issue of Letter of Intent.
- b) Time of execution of Major Inspection / Overhaul is the essence of this contract. The contractual period for completion of all works starting from commencement of works prior to disassembly till Start Up is envisaged as 20 (twenty) days.
- c) The Contractor shall organise works so as to achieve the above completion schedule.

9. Key Deliverables & Provisions for Liquidated Damage for delay.

Time of completion of the works being essence of the contract, the contractor shall adhere to the following key deliverable and corresponding liquidated damage.

- a) The Engineer-in-charge shall issue certificates of commencement of works and completion thereof (upon successfully starting up).
- b) In the event of delay in completion of works beyond the stipulated completion period, liquidated damage @ $\frac{1}{2}$ (half) % per week or part thereof shall be levied on the contract price subject to maximum of 10% of contract price. However, in the event such delay is caused due to any reason not attributable to the contractor, the liquidated damage shall stand waived.

10. Idling and Suspension of works

In the event of idling or suspension of works after its commencement due to no fault of the contractor, suitable recourse shall be discussed and mutually settled. If the works remain suspended for considerably long time the contractor may be asked to demobilise the site and remobilise again once the issue is sorted out. For such eventuality compensation payable shall be discussed and mutually agreed upon. However, for extending the work beyond stipulated time the compensation payable shall in no case be more than proportionate cost.

11. Deployment of minimum guaranteed man power:

The expected man power deployment as stipulated at clause 3 above is indicative only and is the minimum requirement as per assessment of the Purchaser. If the contractor feels that the man power so spelt is not adequate, he may increase the man power deployment as per his assessment so as to complete the work in stipulated time. The contractor shall declare, in his bid, category wise man power to be deployed by him with designated area of deployment. The bidder will furnish details of guaranteed manpower deployment in "MANPOWER SCHEDULE" as furnished at Section III.

The contractor shall maintain records of availability of man power on daily basis and submit the same to Engineer-in-charge for acceptance. From such statement the overall shortage of man days in the contract period shall be calculated. In the event such manpower deployment falls below guarantee, additional liquidated damage shall be applied @ 0.5% of the contract price for each 1% drop or part thereof. This liquidated shall be in addition to liquidated damage for delay in works and shall be levied without any limit.

12. House Keeping:

The contractor will be responsible to maintain proper house-keeping in the area of work. After completion of work, the contractor shall ensure that work area / job site is cleared from all debris / scrap etc. The debris / scrap shall be disposed to designated area.

13. Contract Price

- (a) The lump-sum prices quoted by the Contractor in his Offer, with additions and deletions as may be mutually agreed before award of work, for the entire scope of the Contract shall be treated as the Contract Price.
- (b) The above Contract Price shall be firm and shall not be subjected to escalation or variation on any account.

14. Price Schedules

- (a) The bidder shall quote lump-sum price for the entire work 'PRICE SCHEDULE' at Section III.

- (b) The contractor's workers may be required to work extra beyond normal working hours in order to complete the works as per site requirements and schedule. While quoting, the bidder shall apply his judgement towards this and keep provision for payment of over time to his employees as per relevant rules. For such requirement contractor will not claim any additional amount from the Corporation.
- (c) The bidder's quote shall be inclusive of all taxes & duties except service tax which will be payable extra at actual against documentary evidence.

15. Deduction from Contract Price

- (a) All costs, damages or expenses, which the Purchaser may have paid, for which under the Contract the Contractor is liable, will be claimed by the Purchaser. All such claims shall be billed by the Purchaser to the Contractor regularly, as and when incurred by the Purchaser. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Purchaser may then deduct the amount from any monies due or becoming due to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Purchaser of such claims.
- (b) In addition to above provision, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for non-performance under the Contract.
- (c) In case of any dispute, the sum of money so withheld or obtained under this Clause by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of the 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 this account. The Contractor shall not be allowed stoppage/ discontinuation of work under the Contract in lieu of dispute.

16. Mode of Payment

All payments under the Contract shall be made through e-payment to the Contractor's account.

17. Terms of Payment

100% payment as eligible under the contract shall be paid within 15 (fifteen) days from the date of completion of works under the contract.

18. Withholding payment

- (a) The Purchaser may withhold the whole or part of any payment for the work claimed by the Contractor, which in the opinion of the Purchase, is necessary to protect himself from any loss on account of:
 - (i) Defective work not remedied or guarantees not met.
 - (ii) Failure by the Contractor to make due payments for workers engaged.
 - (iii) Claim filed against the Contractor.
 - (iv) Loss of another Contractor directly employed by the Purchaser.
 - (v) Damage or loss of property or equipment of the Purchaser.
 - (vi) Non return of material / equipment / tools & tackles / spares supplied by the Purchaser.
 - (vii) If legal case is instituted by local Government for default of the Contractor.
- (b) When grounds for withholding payment are removed, payment of the amount due to the Contractor shall be made by the Purchaser without delay.



19. Spares, Tools & Tackles and Consumables

All spares, tools & tackles and consumables shall be issued by the Corporation free of cost to the contractor. The tools and tackles, unused spares and consumables shall be returned by the contractor once the work is completed.

20. Amendments to Bid Documents

The Purchaser reserves the right to issue any amendments to the Technical-Commercial specification.

21. Use of Contract Documents and Information

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

Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.

22. Effect and Jurisdiction of Contract

The contract shall be considered as having come into force from the date of issue of the Letter of Intent. The laws applicable to this contract shall be laws in force in India. The High Court of Tripura, Agartala, shall have exclusive jurisdiction in all matters arising under this contract.

23. Spares & Consumables

Spares and consumables required for maintenance work shall be provided by NEEPCO free of cost from NEEPCO's stores to the contractor and the contractor shall arrange to transport the same to the respective work sites.

24. Assignment & Subletting of Contract

(a) The Contractor shall not assign or sublet the Contract or any part thereof to other than those vendors / Sub-Contractors already identified / qualified / approved in the Contract. However, under compelling circumstances, the Contractor may after informing the Engineer and after getting his prior written approval, assign or sublet the Contract or any part thereof provided that such assignment shall not relieve the Contractor from any of his obligations, duties and responsibilities under the Contract.

(b) In case of items where Sub-Contractors/ vendors have not been identified, the Contractor shall assign or sublet the Contract or any part thereof only after informing the Engineer-in-Charge and after getting his prior written approval. For the purpose of approval, the Contractor shall submit the experience list of the Sub-Contractors/ vendors under consideration by the Contractor to the Engineer-in-Charge along with other requirements/ particulars desired by the Engineer-in-Charge.

25. Vehicles & Transport Facilities

(a) NEEPCO will extend the facilities of 1 (one) number hydra crane and 1 (one) utility vehicle for use in the works free of any charge.

(b) All other transportation arrangement shall be responsibility of the contractor.

26. Contractor's Site Office Establishment

The Contractor shall establish a Site Office at the Site and keep posted an authorised representative for the purpose of the Contract. Any written order or instruction of the Engineer-in-Charge or his duly authorised representative shall be communicated to the said authorised representative of the contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

27. Accommodation for Contractor's Personnel

Shared unfurnished accommodation will be provided within the Project boundaries.

28. Contractor's Default

If the Contractor neglect to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him, in writing, by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within 15 (fifteen) days from the date of service thereof, then and in such a case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same and the Owner shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works, or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall be liable to pay such excess. Such payment of excess amount shall be independent of the Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed.

In addition, such action by the Owner, as aforesaid, shall not relieve the Contractor of his liability to pay Liquidated Damages for achieving key deliverables as provided for in the Contract.

29. Settlement of Dispute

- (a) Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer-in-Charge, subject to a written appeal by the Contractor to the Engineer-in-Charge, whose decision shall be final to the parties hereto.
- (b) Any dispute or differences, including those considered as such by any of the parties arising out of or in connection with the Contract shall be to the extent possible, settled amicably between the parties. If the dispute could not be amicably settled between Engineer and the Contractor, then the same should be referred to NEEPCO prior to proceedings for Arbitration.
- (c) If any dispute or difference of any kind, whatsoever, shall arise between the Purchaser and the Contractor, arising out of the Contract for the performance of the works, whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach



of the contract, it shall, in the first place, be referred to and settled by the Purchaser or his authorized representative, who within a period of 30 (thirty) days after being requested by the Contractor to do so give written notice of his decision to the Contractor.

- (d) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be effect to by the Contractor who shall proceed with the works with all due diligence, whether he or the purchaser requires Arbitration, as hereinafter provided or not.
- (e) If amicable settlement cannot be reached then all dispute issues shall be settled by Arbitration as provided for in the Contract.

30. Arbitration

- (a) Except as otherwise provided, if at any time any question, dispute or difference whatsoever shall arise between the Contractor and the Purchaser upon or in relation to or in connection with the Contract, either of the parties may give to the other notice in writing of the existence of such questions, dispute or differences and if the matter is not amicably settled and on rejection of the matter, the dispute or difference shall be mutually settled under the Indian Arbitration and Conciliation Act 1996 and amendment thereto.
- (b) The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and no payment due from the Purchaser shall be withheld on account of such proceedings except to the extent that may being dispute.
- (c) In the event of the Contractor being an Indian party, that is to say, a citizen and / or a firm incorporated in India, the arbitration may be conducted by a sole Arbitrator. Such sole Arbitrator shall be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a panel of three arbitrators, proposed by him and selected by the Contractor. If both the parties fail to arrive at decision regarding the selection of the sole Arbitrator the matter will be referred to the Chief Justice of High Court having jurisdiction on the issue for a competent decision.
- (d) The venue of the Arbitration shall be Agartala, India.
- (e) The expense of the Arbitration shall be paid, as may be determined as specified in the award of Arbitrators.
- (f) The Arbitrator shall have the full powers to review and / or revise any decision, opinion, directions, certification or valuation of the Purchaser in consonance of the Contract, and neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Purchaser for the purpose of obtaining the said decision.
- (g) The language of Arbitration proceedings and of all documents and communications between the Bidders shall be in English.
- (h) The guidelines of the Government of India in respect of arbitration issued from time to time shall also be followed.

31. Force Majeure

Force Majeure is defined as any cause which is beyond the control of either the Corporation or the Contractor and are defined as below:

- (a) War (Whether declared or not), hostilities invasion, act of Foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war.
- (b) Contamination by Radioactivity from any nuclear fuel or from any nuclear waste or radioactive materials.
- (c) Pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speeds.
- (d) Acts of God (Like floods, inundation, tornadoes, storm/tempest/hurricane/ typhoon/cyclone/lightning, earthquake, landslides/rockslide/subsidence or any loss or damage caused by forces of nature).
- (e) Damages due to any political and religious incidence
- (f) Act of terrorism
- (g) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the works.
- (h) Martial law, damage from air craft, nuclear fission, nuclear reaction, nuclear radiation or radioactive contamination.
- (i) Fire(not caused by negligence of the contractor/its sub-contractors/ their personnel) and
- (j) Other such causes over which, the contractor has no control and are accepted as such, by the Engineer in-charge, whose decision shall be final and binding.

In the event of either part being rendered unable by "Force majeure" to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such "Force majeure" shall be treated as suspended for the period during which such "Force majeure" cause lasts, provided the party alleging that it has been rendered unable, as aforesaid, thereby, shall notify with in 10 (ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such causes.

Loss to any party due to occurrence of "Force majeure" risk shall be borne by the respective party. If however, the "Force majeure" events causing such damage are insurable, removal of debris and reconstruction/repair shall also be done by the contractor upon receiving instruction from the Engineer in-charge at owner's cost and claim proceeds received from the Insurer against such damage shall be passed on to the owner.

Should there be a request for extension of time arising out of "Force majeure" the same shall be considered under the provision of the contract. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of the "Force majeure" conditions.

32. Discipline of Workmen

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at Site, if in the opinion of the Engineer that such employee has mis-conducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

33. Contractor's Field Operation

The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor from any of responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Employer or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

34. Cooperation with other contractors

- (a) The Contractor shall cooperate with all other contractors or tradesmen of the Employer, who may be performing other works on behalf of the Employer and the workmen who may be employed by the Employer and doing work in the vicinity of the works under the contract. The Contractor shall also arrange to perform his work so as to minimise, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Employer, due to the Contractor's work shall promptly be made good at his own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors or between the Contractor and the workmen of the Employer in regard to their work. If the work of the Contractor is delayed because of the any acts of omission of another contractor, the Contractor shall have no claim against the Employer on that account other than an extension of time for completing his works.
- (b) The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

35. Manpower Report

The Contractor shall submit a report to the Engineer-in-Charge before commencement of works with names, qualification and experience of persons engaged by him for the work. In case Engineer-in-charge decides that person proposed for engagement is not suitable for the work, the contractor shall furnish suitable replacement.

36. Deployment of Labour

- (a) The Contractor will be expected to employ on the work, only his regular skilled employees with experience of his particular work. No person below the age of 18 (eighteen) years shall be deployed.
- (b) All travelling expenses including provisions of all necessary transport to and from Site lodging allowances and other payments to the Contractor's employee shall be the sole responsibility of the Contractor.
- (c) The hours of work on the Site shall be decided by the Employer and the Contractor shall adhere to it. In case of requirements some or all workers may have to work beyond normal working hours which the contractor will comply and for such deployment the contractor will not be entitled for any additional over time claim.
- (d) Contractor's employees shall wear identification badges while on work at Site.
- (e) In case the Employer becomes liable to pay any wages or dues to the labour or any government agency under any of the provisions of the Minimum Wages Act Workmen Compensation Act Contract Labour (Regulation & Abolition) Act 1970 or any other law due to act of omission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's Bills.
- (f) Contractor will be liable to obtain appropriate Labour Licence from the Competent Authority under the provision of contract labour (Regulation & Abolition) Act-1970 & I S.W.(RECS) Act-1979.

37. First-Aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site. Enough number of Contractor's personnel shall be trained in administering first-aid.



NEEPCO will provide the Contractor, in case of any emergency, the services of an ambulance for transportation to the nearest hospital.

38. Cleanliness

The Contractor shall be responsible for keeping entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

39. Work and Safety Regulations

- (a) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipments belonging to him or to employer or to others, working at the Site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
- (b) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability.
- (c) The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access railings, stairs, ladders and scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- (d) In case of any accident during the services under this contract or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- (e) The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any in conformity between statutory requirement and Employer Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

40. Insurance

(a) Workmen's Compensation Insurance :

This Insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's compensation Act, 1948. The liabilities shall not be less than :

Workmen's Compensation : As per statutory provisions

Employee's liability : As per statutory provisions

(b) Comprehensive General Liability Insurance :

The Insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.

- (c) The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

41. Responsibility towards Contractor's Employee.

The Contractor must be a registered establishment under Employee's Provident Fund and miscellaneous Provisions (EPF&MP) Act 52 and the schemes there under and shall specify its independent code number during submission of bid.

42. Termination of Contract on Owner's Initiative

- (a) The Owner reserves the right to terminate the contract either in part or in full in case of breach of contract and violation of contractual responsibilities by the Contractor. The owner shall in such an event give 15 (fifteen) days notice in writing to the Contractor of his decision to do so.
- (b) The Contractor, upon receipt of such a notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favorable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated; and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.
- (c) In the event of such termination by the Owner, the Contractor shall be paid for all work executed and accepted by the Engineer-in-Charge prior to the date of termination at the rate and prices provided in the Contract

For & on behalf of North Eastern Electric Power Corpn. Ltd.



(Suranjan Sarkar)
Sr. Manager(E/M), C&P Cell
NEEPCO Ltd.: AGTCCPP
Ramchandranagar



नॉर्थ ईस्टर्न इलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड

North Eastern Electric Power Corporation Ltd.

135MW Agartala Gas Turbine Combined Cycle Power Plant

(बि द्रव्यतः ठां निवेदिदं दत्तदण्डप्रोद्द)

MINIRATNA CATEGORY - I

ISO 9001-14001
OHSAS 18001

SENIOR MANAGER(E/M),C&P Cell,AGTCCPP
P.O.: NEEPCO, RAMCHANDRANAGAR,
AGARTALA, TRIPURA (W) – 799008
Phone: 0381-2391292 Fax: 0381-2391268
email : agtpp.onm@gmail.com

SECTION – III

BID FORM

To,

The Senior Manager (E/M) C&P
North Eastern Electric Power Corporation Limited,
Agartala Gas Turbine Combined Cycle Power Plant,
R. C. Nagar, Agartala,
Tripura -799008

Dear Sir,

I/We have read and examined the Bid Document / Specifications for "Major Inspection / Overhaul of Gas Turbine Unit at NEEPCO, AGTCCPP, R. C. Nagar, Tripura"

I/We hereby bid for undertaking assistance in Major Inspection / Overhaul of Gas Turbine Unit at NEEPCO, AGTCCPP, R. C. Nagar, Tripura as mentioned in the bid documents and in accordance with the terms and conditions thereof.

I/We agree to keep this bid open for acceptance for 180 (one hundred and eighty) days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

The requisite amount of Tender Fee / Earnest Money for amount of Rs. 1000.00(Rupees One Thousand) and 35,000.00 (Rupees Thirty Thousand) respectively has been submitted **online**.

I/We agree that if I/we fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid of if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-I above, I/we shall become liable for forfeiture of my/our Bid Security/ Earnest Money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/Earnest Money absolutely.

Should the bid be accepted, I/We agree to abide by and fulfil all the terms and conditions and provisions of the above bid documents.

I/We certify that the Bid submitted by me/us is strictly in accordance with the terms, conditions, specifications etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents.

Witness _____

Date _____

Signature

Duly authorized to sign the bid on behalf of the (In block letters)

Address: _____

Dated _____

Postal Address : _____

Telegram/Telex : _____

Phone : _____ Fax: _____

E-mail Address _____



**PRICE SCHEDULE FOR ASSISTANCE IN MAJOR INSPECTION / OVERHAUL OF ONE
NUMBER FR 5 GAS TURBINE UNIT IN AGARTALA GAS TURBINE COMBINED CYCLE
POWER PLANT, R. C. NAGAR, AGARTALA, TRIPURA**

To,

The Senior Manager (E/M) C&P
Agartala Gas Turbine Combined Cycle Power Plant,
North Eastern Electric Power Corporation Ltd.
R. C. Nagar, Agartala,
Tripura -799008

Dear Sir,

We offer our prices below for day to day operation and maintenance services as per terms and conditions of the bid specifications:

Sl No	Name of Work	Lump Sum Price for the work in figure and words.
1	Major Inspection / Overhaul of one number Fr 5 Gas Turbine Unit as per bid specifications under NIT No. 42/NEEPCO/AGTCCPP/C&P/2016-17 dtd 19/7/2016	Bidder shall Quote their rate in On Line bidding Form

The above price is inclusive of all taxes and duties except service tax which is payable at actual based on documentary evidence.

Note:

1. In case of discrepancy in the rates quoted in figures and words, the quoted amount in words will be considered.
2. The bidder may mention the rates of various taxes that he has considered in his quote for reference of the Purchaser.

SIGNATURE & SEAL OF BIDDER

SCHEDULE OF DEVIATIONS

To,

The Senior Manager (E/M) C&P
Agartala Gas Turbine Combined Cycle Power Plant,
North Eastern Electric Power Corporation Ltd.
R. C. Nagar, Agartala,
Tripura -799008

Dear Sir,

We request you to kindly consider the deviations to your bid specifications / additional clause:

Sl No	Bid Specification Clause		Bidder's Deviation / Addl Clause
	Bid Specification Ref	Specification clause	

Note:

1. It will be preferable if the bidder does not take any deviation to the bid specifications. However, in unavoidable circumstances bidder may indicate deviation in the above form. Acceptance or rejection of the deviations will be at sole discretion of the Purchaser.
2. It will be considered that the bidder has accepted all other clauses and stipulations of the bid specifications excepting those specifically brought out in this schedule.

SIGNATURE & SEAL OF BIDDER

DRAFT CONTRACT AGREEMENT FORM

(To be filled up in Non Judicial Stamp Paper)

This Agreement made on this _____ day of _____ 2016 between _____
_____ having their registered office at (herein after referred to
as the 'Bidder') and the North Eastern Electric Power Corporation Limited (herein after referred to as the 'Corporation')
having their office at Agartala Gas Turbine Combined Cycle Power Plant, R. C. Nagar, Agartala, Tripura.

Whereas, the Corporation has decided for awarding a contract for assistance in Major Inspection / Overhaul of one Fr 5 Gas
Turbine Generating Unit of Agartala Gas Turbine Combined Cycle Power Plant, R. C. Nagar, Agartala, (hereinafter called
the 'works') mentioned, enumerated and referred to in the Notice Inviting Bids, Instruction to Bidders, General Terms and
conditions, and Bid Forms & schedules (hereinafter called the 'Bid Documents') issued by the Corporation and whereas, the
terms and conditions in the detailed invitation for bid for the said works were further negotiated and settled between parties
and whereas, the Corporation did accept the tender of the Bidder for execution of the said work.

Now this agreement witnesses and it is hereby agreed and decided as follows:

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

COVENANT PARTS OF THE CONTRACT

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

Detailed Notice Inviting Tender No:

Letter from

Work Order No:

MEMORANDUM

General Description of Work: -

Approximate value of Contract:-.....

Bid Security: -

Security Deposit: - 10% of the Executed value of the work.

Percentage to be deducted from the bill (if any):-

Time allowed for the work:-.....

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN SHILLONG ON THE DATE FIRST HEREIN BEFORE MENTIONED

Constituted Attorney for the Bidder

For & On behalf of the Contractor

For & On behalf of AGTCCPP
North Eastern Electric Power Corporation Ltd

Senior Manager (E/M) C&P
NEEPCO Ltd., AGTCCPP
R. C. Nagar, Tripura, PIN- -----

WITNESS:

(1)

(1)

(2)

(2)

Executed in original

Constituted Attorney

For the Bidder



PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date :

To

The Senior Manager (E/M) C&P
Agartala Gas Turbine Combined Cycle Power Plant,
North Eastern Electric Power Corporation Ltd.
R. C. Nagar, Agartala,
Tripura -799008

Dear Sir,

In consideration of the Agartala Gas Turbine Power Plant, North Eastern Electric Power Corporation Ltd., R. C. Nagar, Agartala (herein after referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered / Head office at (herein after referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Purchaser's letter of award No. dated valued at for Operation & Maintenance Services of its Plant equipment and facilities at Agartala Gas Turbine Power Plant, R. C. Nagar, Agartala and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs*..... of the said Contract Price to the Purchaser.

We (name & address of the bank) at (herein referred as "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, 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 Rs.*..... as aforesaid at any time upto @ without any demure reservation, consent, 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 agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges the 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 forebear 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 or its liberty with reference to the matter aforesaid or any of them or by reason or any other act of forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter of thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees 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 that 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 up to 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 with the validity period, this shall be treated as a claim by the Purchaser on the bank.

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

In The Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Supplier.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this day of 2016 at

WITNESS :

(Signature)

(Name)

(Official Address)

(Signature)

(Name)

(Designation with Bank Stamp)

Authority as per

Power of Attorney No. _____

Dated

Note :-

* This sum shall be ten percent (10%) of Contract Price.

@ The date will be ninety (90) days after the completion of services, as specified in the Contract.

The Stamp papers of appropriate value shall be purchased in the name of the Bank issuing the Guarantee.

'MANPOWER SCHEDULE'

PARTICULARS REGARDING GUARANTEED MANPOWER DEPLOYMENT
FOR OPERATION AND MAINTENANCE SERVICES FOR PLANT FACILITIES
AT AGARTALA GAS TURBINE COMBINED CYCLE POWER PLANT,
NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
R. C. NAGAR, AGARTALA, TRIPURA -799008

To,

The Senior Manager (E/M) C&P
Agartala Gas Turbine Combined Cycle Power Plant,
North Eastern Electric Power Corporation Ltd.
R. C. Nagar, Agartala,
Tripura -799008

Dear Sir,

We, hereby, submit below area wise minimum guaranteed manpower to be deployed by us under the contract.

Sl. No.	Manpower Category	Minimum Manpower in Numbers	Qualification	Experience

Note : -


1. The Bidder shall furnish manpower in the above form and indicate area of deployment like Contract Management, Operation services, Electrical and C&I maintenance services, Mechanical maintenance services, Chemistry, Laboratory Technicians etc.

(Signature of the Bidder)

4

RESPONSIBILITY MATRIX

Sl No.	Description	Responsibility		Remarks
		NEEPCO	Contractor	
1	General & Travel Expenses			
1.1	Travel expenses of contractot's personnel to site		✓	
1.2	Local transportation of contractor's personnel		✓	
1.3	Accommodation of contractor's personnel	✓		Only unfurnished accommodation on sharing basis shall be provided by NEEPCO.
1.4	Fooding of contractor's personnel		✓	
1.5	Canteen facilities	✓		Contractor's personnel can avail of canteen facility of NEEPCO as available on chargeable basis.
1.6	Entry pass to site of work	✓	✓	
2	Insurance & Medical			
2.1	Workmen compensation		✓	
2.2	Medical expenses of contractor's personnel		✓	
3	Spares, Tools & Tackles & Consumables			
3.1	Spares required for the work	✓		
3.2	Tools & tackles for the works	✓		
3.2	Consumables required for the work	✓		
4	Safety			
4.1	Personal safety gadgets & protective devices		✓	
5	Lifting devices & handling equipment & Storage			
5.1	EOT Crane with operator	✓		
5.2	Hydra crane with operator	✓		
5.3	Mini truck with driver	✓		
5.4	Store	✓		
6	Overall supervision of work			
6.1	Supervision and direction for works	✓	✓	Over direction of works will be issued by Engineer-in-charge and / or specialized agency appointed by NEEPCO for this purpose.
7	Skilled & unskilled workers			
7.1	Skilled & unskilled workers		✓	


 Sr. Manager (E/M), C&P: Opm
 AGTCCPP::NEEPCO Ltd. 20/12/20