



ISO 9001-14001-45001  
Miniratna Category-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड  
North Eastern Electric Power Corporation Limited  
(एनटीपीसी लि. की सहायक कंपनी) (A Subsidiary of NTPC Ltd.)  
135 मे.वा. अगरतला गैस टरबाइन केबाइड साइकिल पावर प्लांट  
135 MW Agartala Gas Turbine Combined Cycle Power Plant  
अनुबंध एवं प्रापण : प्रचालन स्कंध/Contract & Procurement /Operation Wing  
रामचन्द्र नगर, त्रिपुरा (प)/ Ramchandra Nagar, Tripura (W) - 799008



## SECTION - I

### NOTICE INVITING TENDER( E-TENDER )

e-NIT No.33/NEEPCO/AGTCCPP/C&P/2020-2021 Dated 06.08.2020

North Eastern Electric Power Corporation Limited (NEEPCO) invites online tenders under the two bid (Single-Stage Two-Envelope) Tendering system with 180 (One Hundred Eighty) days validity from manufacturers, authorized dealer for supply, installation and commissioning of " Generator Transformer Differential Protection Relay" at NEEPCO Ltd. Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with existing system". Make GE (Formerly ALSTOM)

Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement (Section I, II,III), can be down loaded from NEEPCO's online portal <https://etenders.gov.in>

		Item Description	Required Quantity
Supply Portion	1	Supply of GE (Formerly Alstom) make MiCOM P643 on IEC61650, Compatible for 110 & 220 V D.C , with 16DI/16 DO on IIEEC61850	7 Nos.
	2.	Supply of GE (Formerly Alstom) make MiCOM P642 on IEC61650, Compatible for 110 & 220 V D.C , with 8DI/8 DO on IIEEC61850	1 No.
Service Portion	3.	Retrofitting, installation , testing & commissioning of P643 Relay	7 Nos.
	4.	Retrofitting, installation , testing & commissioning of P642 Relay	1 No.

SCHEDULE		
1.	Estimated Value:	₹ 37,69,950/-(Rupees Thirty Seven Lakhs Sixty Nine Thousand Nine Hundred Fifty) Only .
2.	Earnest Money :	₹ 75,400/- (Rupees Seventy Five Thousand Four Hundred) only.
3.	Tender Fees :	₹ 1000/- (Rupees One Thousand) only
4.	Last Date & time for Bid submission:	07-09-2020 upto 13:00 Hrs.
5.	Date & time of opening of Bid:	09-09-2020 at 15:00 Hrs.
6.	Validity of Tender:	180 Days

## BIDDING PROGRAMME

### Participations & Submission of Tenders:

#### 1. Registration for Participation in Bids:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in online vendor registration, if any.

- 1.7 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 2 **Submission and opening of Bids:**
- 2.1 Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Bidding forms will be available in the above website. Bids will be opened on the stipulated date and time in the office of the Dy.General Manager(E/M),C&P wing, NEEPCO Ltd, AGTCCPP, R.C.Nagar, Agartala, Tripura(W),Pin-799008.
- 2.2 Bidder should log into the site 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.
- 2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.5 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.7 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 2.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3 **Important Dates & Bid Validity:**

- 3.1 Date of commencement of downloading of bid documents from the portal <https://etenders.gov.in/eprocure> w.e.f 18:00 Hrs of 06/08/2020.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 07/09/2020.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 09/09/2020.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 09/09/2020 is a holiday, the bid shall be opened on the next working day at the appointed times. Quotations received through any Off-Line Mode shall not be considered.

Bidders are requested to visit e-tendering portal <https://etenders.gov.in/eprocure>, NEEPCO website <http://www.neepco.co.in> and CPP portal <https://etenders.gov.in> regularly for any modification/ clarification of bid document.

- 4 **Earnest Money:** An amount of ₹ 75,400/- (Rupees Seventy Five Thousand Four Hundred) only to be submitted **ONLINE**, failing of which their bid shall not be considered. After making payment of the EMD, bidder shall attach the computer generated payment slip along with bid documents. The payment slip shall be duly certified by the bidder mentioning tender number and its date before submission on the e-portal. **Payment of EMD and Tender fee shall be made separately, not combined. This Has to be done for prompt disposal of their EMD in case bidder has not qualified or not the L1 bidder**

## 5 BANK DETAILS FOR EMD AND TENDER FEE SUBMISSION:

Name of the Bank	Indian Overseas Bank
Name of the Account Holder	NEEPCO LTD
Account Number	183702000000001
Branch	Ramchandra Nagar
IFSC Number	IOBA0001837

## 6 Release of EMD:

6.1 The EMD of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after approval of Techno-Commercially evaluation through the same route. **No change of Bank details would be entertained.**

6.2 The EMD of the Bidders other than L-1 Bidder, will be returned immediately after issue of Letter of Intent (LOI) to the successful Bidder.

7 **Forfeiture of EMD/Bid Security:** The Bid Security/EMD may be forfeited; a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof. b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices during bidding process; or c) if the bidder does not accept the correction of the bid price d) in the case of successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement; or furnish the required Initial Security Deposit.

8 **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 1000/- (Rupees One Thousand) only shall be submitted **ONLINE** failing of which their bid shall not be considered. After making payment of the tender fee, bidder shall attach the computer generated payment slip along with bid documents. The payment slip shall be duly certified by the bidder mentioning tender number and its date before submission on the e-portal. **Payment of EMD and Tender fee shall be made separately, not combined.**

**Address of the undersigned :** Deputy General Manager(E/M), C&P,  
AGTCCPP, NEEPCO Ltd.,  
R.C. Nagar, Agartala - 799008, Tripura(W).

9 **Evaluation of Tender:** Techno-commercial bid shall be opened on online. Tenderers' authorized representative shall be permitted to attend the tender opening only on submission of authorization letter. Purchaser will examine the Tender document to determine whether they fulfilled the qualifying requirement, whether they are complete and meet the requirements of this Tender specification. Tender submitted without fulfilling the qualification criteria shall be rejected and shall not be considered for price bid evaluation. Price bid of those tenderers meeting the qualifying requirement and requirements of Tender specification shall be opened on completion of Techno-commercial Evaluation. Date for price bid opening shall be notified at a later date through system-generated email.

## INSTRUCTION TO BIDDER

The intending bidders who fulfill the eligibility / qualifying criteria as given below should participate in the on-line Bidding process. Fulfillment of criteria as mentioned is essential, as non-compliance will lead to rejection of the Bid, without any further communication.

**Qualifying Criteria:** The bidders must fulfill the following qualifying criteria :

1. The Tenders of the bidders must accompany tender fee and EMD. Without Tender Fee and EMD of requisite amount, the tenders will be rejected.
2. The bidder must have the experience of having successfully completed similar nature or allied works during last 7 (Seven) years in any Govt. of India organization/State Govt. organization /PSU. Documentary evidence to that effect shall be submitted.
  - a) Three similar completed works, each of value not less than 40% of the estimated cost.  
OR
  - b) Two similar completed works, each of value not less than 50% of the estimated cost.  
OR
  - c) One similar completed work of value not less than 80% of the estimated cost.

3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, **GST Registration**, PF registration, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.
4. **Provision for EMD and Tender fee exemption for the Bidders who are registered as Micro/ Small Enterprises:** Complying with the Public Procurement Policy for Micro and Small Enterprises (MSE) 2012, the following benefits shall be applicable to bidders registered as Micro/ Small Enterprises
  - a. Exempted from payment of applicable EMD
  - b. Exempted from payment of applicable Bid fee.

The bidders participating as Micro/ Small Enterprises shall submit an Undertaking in the prescribed format declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant documents/ certificates issued by the Competent Authority i.e.

- i) District Industries Centre
  - ii) Khadi and Village Industries Commission
  - iii) Khadi and Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation
  - vi) Directorate of Handicraft and Handloom or
  - vii) Any other Body specified by Ministry of Micro, Small & Medium Enterprises) as evidence to their applicability of Micro and Small Enterprise.
5. The registration certificate submitted by MSEs issued from 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.
  6. 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.
  7. The MSE bidder/Entrepreneurs claiming to belong to Schedule cast(SC) or Schedule Tribe (ST) 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 at Sl. No. 4. MSE owned by SC/ST shall satisfy any of the following:
    - i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
    - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
    - iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
  8. **Condition for Startups:** The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion i.e DIIPP) dated 17<sup>th</sup> February 2016 and all other subsequent directives/guidelines thereof. The Startup Enterprises shall submit Startup India recognition certificate issued by Department of industrial Policy and Promotion under Ministry of Commerce & Industry, Govt. of India. For more details may visit the website [www.startupindia.gov.in](http://www.startupindia.gov.in)
  9. **Relaxation of Prior experience and Prior turnover norms for Startups and Micro & Small Enterprises in Public Procurement:** In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012 Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. This has as per the Policy Circular No. 1(2)(1)/2016-MA Dt. 10th March 2016 of the Ministry of Micro, Small & Medium Enterprises, Govt. of India.
  10. **Minimum Average Annual Turnover(MAAT):** Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than ₹ 11.30 lakhs.
  11. **Bid capacity:** The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than the estimated cost of the work put to tender: Bid Capacity = A x N x 2 - B Where, A = Maximum value of works executed in any one year during last 7 (seven) years (at current price level). N = Completion time of the proposed work in years. B = Value at current price level of existing commitments and on-going works (as on the latest date for bid submission) to be completed in next "N" years. Bid capacity shall be assessed at the time of submission of Techno-commercial Bid, for which the Bidder shall have to submit documentary evidence in support of "A" & "B" above along with their Bid.
  12. **Electronic Reverse Auction (e-RA):**
    - 12.1 "Electronic reverse auction" is an online real-time purchasing technique to select the successful bid, which involves presentation by bidders of successively lowered bids during a scheduled period of time.



- 12.2 In e-RA, all those bidders who are ascertained to be Qualified & Responsive to the bidding conditions, unless otherwise restricted, shall be invited to participate in the e-RA process.
- 12.3 The e-RA shall be conducted for procurement where Bids (including Price Bids) have already been submitted and opened subject to guidelines as may be approved from time to time.
- 12.4 The minimum value of decrement in price for the e-RA shall be 0.5% or value deemed to be fit depending upon various aspects pertaining to procurement in question, of the L1 price evaluated on the basis of Price Bid.
13. The tender shall be finalized through "Tender cum Auction" i.e through the tender followed by e-Reverse Auction (e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email.
14. **e-RA process: A)** The tender shall be finalized through "Tender cum Auction" i.e through the tender followed by e-Reverse Auction(e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email. NEEPCO will declare its Opening Price (OP), Reserve price(RP), which shall be visible to the all bidders during the start of the Reverse Auction. The Bidder will be required to start bidding after announcement of Opening Price and decrement amount. The start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price with decrement value. The Bidder shall note that, the first online bid that comes in the system during the online reverse auction shall be equal to the auction's start price - (minus) decrement value, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the last Accepted bid rate by one decrement value, or lesser than the last Accepted Rate by multiples of the decrement value.
- B)** Reverse Auction shall be for a period of 1 Hour (60 minutes). If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. The bidder shall note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction.
15. The Tenderer shall furnish an undertaking (self-certification) 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.
16. Offline bids shall not be considered.

### GENERAL TERMS AND CONDITION OF CONTRACT

(All prospective Bidders are requested to go through these instructions carefully)

- Scope of Tender :** "Supply, Retrofitting, Installation, Testing and commissioning of " Generator Transformer differential protection Relay, type MiCOM P643 and P642" at NEEPCO Ltd. Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with existing system".
- Time of completion :** The time of completion of supply including commissioning of the system is 90 (Ninety) days from the date of issue of the order.
- Submission of Tender :** Online bids (Single-Stage Two-Envelope) with 180 (One Hundred Eighty) days validity shall be submitted by the bidder at NEEPCO's online portal <https://etenders.gov.in> having the following two parts

**Part-I (Techno commercial bid):** Technical Bid should contain technical specifications in details as well as brief write-up of various components, drawings etc.

3.2 The Technical Specifications acceptable for Generator Transformer differential protection Relay, type MiCOM P643 and P642, which shall include supply ,installation and commissioning at NEEPCO Ltd., Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with the existing system.

3.3 The bidder shall have to submit the offer of only one make.

3.4 Information / document required with the bid

a) The manufacturer and all technical details of the Protection Relay offered and accordingly furnish in the technical data sheet.

b) Reports of all the Type Tests in accordance with the latest applicable standards.

**Part-II (Price bid) :** Price bid should clearly indicate group-wise price and submitted On-Line.

The technical bid shall be opened first to judge/evaluate the technical specifications. Thereafter the price bid of only technically qualified bidders will be opened. Un-successful Technical Bid shall be considered as stands cancelled. Price Bid of such bidder shall not be opened.

**4. Price Basis:**

Bidder shall quote the price as FOR, AGTCCPP basis. Bidder shall quote item-wise prices showing commissioning charges separately, both in figure and words. Quoted Rates shall remain **FIRM** till the completion of the contract.

**5. Taxes and Duties :**

6.1 The bidders must quote the rate, which should be inclusive of GST.

5.2 All the taxes, duties, levies etc. which are payable/ reimbursable by the Corporation shall be paid/ reimbursed to the supplier as per prevailing laws, rules, and regulations. The income tax and any other taxes, duties, levies etc. and surcharge 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. However, deduction certificate, if required by the contractor, shall be issued by the Corporation.

**6. Payment terms :****(A) Supply Part :**

**90% payment on supply** part shall be paid after receipt of materials at site in full and good condition against submission of following documents:

- Invoice in triplicate.
- Delivery Challan
- Excise Gate pass/Excise Invoice etc. as applicable.
- Test certificate.
- Warranty certificate of Manufacturer as per warranty clause.
- Bank details for E payment.

**Balance 10% payment of supply** shall be payable only after expiry of the Warranty/ Guaranty period or CPG of equivalent amount valid for 15 months.

**(B) Installation and Commissioning Part :**

**100% payment** shall be payable only after successful installation & commissioning on submission of the invoice(s).

**Part-payment shall not be allowed at any condition if materials are not supplied fully.**

- Freight & Insurance:** The bidder quoted price should be inclusive of Freight & insurance showing transportation & insurance charges separately. 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. 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 insurer towards transit loss/damage if any. Replacement/rectification of the loss/damage during the transit shall be made immediately without waiting for settlement of the claims. Necessary storage insurance coverage after receipt of material at AGTCCPP site till commissioning will be under the scope of the contractor/supplier.
- LD clause:** If the Bidder fails to deliver all the materials within the delivery time, NEEPCO'S standard LD-clause shall be applicable. Reduce the contract price by  $\frac{1}{2}$  (half) percent per week for the un-delivered portion of the material subject to maximum of (10%) percent of the contract value.
- Delivery destination:** All the materials shall have to be delivered to the address of the Consignee as indicated in Purchase Order within 90(Ninety) days from the date of issue of formal order.
- Warranty / Guarantee:** The material shall be guaranteed / warranted from any manufacturing defect for 18 months from the date of delivery or 12 months from the date of Installation whichever is earlier.
- Completion Period of Work:** The work shall be executed and completed within **15 days** from the receipt of the materials and handing over the site to the supplier. Site clearance shall be informed on approval of shut down from the competent authority. On the completion of work(s), minutes shall be drawn between NEEPCO and the supplier. Date of such minutes shall be the starting date of calculation of 12 months for warranty coverage.

12. **Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work. If the bidder is eligible for any kind of exemption/concession from state Govt. /Central Govt. they shall have to furnish documentary evidence to consider the same.
13. **Issue of formal order/ Award of Contract:** The purchaser shall consider placement of formal orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. However, technical feasibility shall be the foremost criteria for award of the contract. Issue of formal orders shall constitute the award of contract on the bidder. The bidder shall, within 10 days of issue of formal orders, give his/her acceptance along with Bank Guaranty (BG).
14. **Clause wise Compliance:** Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other document. Deviations if any from the tender requirements must be stated in a separate sheet with relevant clause for consideration of NEEPCO Ltd. Deviation mentioned in the general tender document without highlighting the same in **Deviation statement** shall not be accepted.
15. **CONTRACT PERFORMANCE GUARANTEE (CPG):**  
Within 10(Ten) days from the date of issue of Letter of Intent the contractor shall furnish a bank guarantee from a scheduled Nationalized Bank for an amount equal to **10 (ten) percent** of the **ordered value** by way of guarantee towards faithful performance of the agreement. The B.G. shall be valid to cover up 3 months after expiry of warranty period as per purchase order.
- The contractor shall at his own cost get the validity period extension of Bank Guarantee furnished by him, till the completion of warranty period.
- On due completion and commissioning of work(s) in all respects and on expiry of the maintenance or warranty period, the Bank guarantee will be returned to the contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from the purchaser.
16. **Operational Manual:** The supplier / contractor shall provide 4 (four) sets of operational/Instruction manual of the Relay along with the materials/equipment's both in the form of CDs and hard copies.
17. Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents
18. Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Online bidding forms will be available in the above website. 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.
19. **Settlement of Disputes and Arbitration:** In case of any dispute concerning this Tender/Order, both the supplier and NEEPCO shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation. Place of arbitration shall be within Agartala. Arbitrator shall be appointed by Chairman & Managing Director, NEEPCO Limited and for that this contract shall be interpreted in accordance with the laws of India.
20. **Force Majeure :**
- Force Majeure is defined as any cause which is beyond the control of either the Corporation or the Contractor and is 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) Epidemics.
- (j) Fire (not caused by negligence of the contractor/its sub-contractors/ their personnel) and
- (k) 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 within 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.

**21. Termination for Default:**

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part thereof.

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - b) If the supplier fails to perform any other obligation(s) under the contract; and
  - c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days after receipt of the default notice from the purchaser.
  - d) In the event the purchaser terminates the contract in whole or in part, due to non performance of the contractor, the Purchaser may proceed to procure upon such items, works in such manner as deem fit to the purchaser. In such case(s) the PBG and security deposit shall be forfeited.
22. The bid should be submitted online. Each and every page of bid should be stamped and signed by authorized representative of the firm. **Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.** Un-signed bids / documents would not be considered.
23. The Corporation reserves the right to change/modify the requirements and/or to postpone/accept or reject this NIT in full or in part without assigning any reason thereof and is not bound to accept the lowest offer.
24. Bidders are requested to visit NEEPCO's online portal <https://neepco.co.in> and <https://etenders.gov.in> regularly for any modification/clarification of the bid document.
25. **WITHHOLDING PAYMENT:** The purchaser may withhold the whole or part of any payment of 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) Damage or loss of property or equipment of the Purchaser.
  - iii) Non-return of material/equipment supplied by the Purchaser when the same is due.
  - iv) If legal case is instituted against the bidders by the purchaser or the contractor.
33. **Consignee:** The materials with accessories shall be delivered FOR AGTCCPP site at the address of consignee i.e. Senior Manager (E/M), Store, NEEPCO Ltd, AGTCCPP, Ramchandranagar, Dist: Tripura(W), Agartala, PIN - 799008.
34. **Paying Authority:** The HOF (Fin), NEEPCO/AGTCCPP, Ramchandranagar, Agartala-799008
35. **Court of Competent Jurisdiction:** Any legal action taken or proceeding initiated or any of the terms of the agreement shall be only in the jurisdiction of local court of this Power Station area in Agartala, Tripura .
36. 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.
37. The contract must not be sub-let without the permission of the Corporation.



38. 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.
39. 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.
40. 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.
41. NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
42. 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.
43. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids. Or to annul the bidding process and reject all the bids, without thereby incurring any liabilities to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the Purchaser.

Bidders shall submit their bids online in electronic form in <https://etenders.gov.in>. Online bidding forms are available in above website. Manual offline Bids shall not be accepted. However, the document submitted by the bidder must be signed and sealed at each page by the bidder with signature before scanning and uploading.

The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. Bidders are requested to visit the website (<https://etenders.gov.in>) for any future change/ modification/ corrigendum/addendum to this tender. The Corporation reserves the right to change/modify the requirements or to postpone/accept or reject the tender in full or part of this Notice or cancel without assigning any reason thereof and is not bound to accept the lowest offer.

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



(Suranjan Sarkar)

Dy.General Manager(E/M), C&P  
NEEPCO Ltd.AGTCCPP