

DETAILED NOTICE INVITING QUOTATION

Tender No: NEEPCO/AGBP/C&I/2017-18/ NIQ-04

Dtd: 15/11/2017

Sealed quotation in single stage two envelop (Technical bid & Price bid) system is invited from the Manufacturer with 180(One hundred and eighty) days validity for Supply of Chlorine Gas leakage Detection system at ASSAM GAS BASED POWER PLANT (AGBP), NEEPCO LTD., BOKULONI, DIBRUGARH, ASSAM.

For details of the tender, interested bidders may visit NEEPCO's web-site www.neepco.co.in. Any subsequent changes/ modifications/ notifications to this tender shall be updated on these websites only.

Particulars	Earnest Money (EMD) & Bid doc fee	Completion Period	Bid validity	Last date & Time of Submission.
				Bid Open date & Time
Supply of Chlorine Gas leakage Detection system	Rs.4000/- (Four thousand)only & <u>Rs. 500/- (Five hundred) only</u>	30(Thirty) days From the date of issue of Letter of Intent or P.O.	180 (one Hundred and eighty) days.	06/12/2017 & (15-00) hrs
				06/12/2017 & (15-30) hrs

Qualifying Criteria:

QUALIFYING REQUIREMENT OF BIDDERS ARE:

- I. The bidder shall be a Manufacturer of the equipment to be supplied under the scope of works.
- II. The intending bidder must have experience on execution of similar contract satisfactorily to any PSU/Govt. Documentary evidence (supply/work order copies) with end user certificate in support of execution of similar work must be submitted along with the bid.
- III. The bidder should have well established after sales service/authorized service set up/service center and availability of technical man power so that technical assistance can be availed in short notice. Details of after sales service/authorized service set up/service centre indicating complete address and contact details shall have to furnish along with the bid document.
- IV. The bidder shall not have been blacklisted by any Government/ Government agency in India. Self-declaration to that effect should be submitted along with the technical bid.
- V. In addition, the Bidder shall fully meet the qualifying requirements specified in the accompanying Technical Specifications (Annexure: I). This shall be essential for consideration of the Bidder's proposal.
- VI. The above stated requirements are minimum and the purchaser reserves the right to request for any additional information and also reserve the right to reject the proposal of any Bidder. If in the opinion of purchaser the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the works, the bid of the tenderer shall be liable for rejection.
- VII. Notwithstanding anything stated above, the purchaser reserves the right to assess Bidder's capability and capacity to perform the work should the circumstances warrant such an assessment in the overall interest of the purchaser.

VIII. In case of Micro/ SSI/NSIC units, valid document shall have to be submitted along with the bid. Necessary preferences shall be given to Govt /PSU /SSI/ NSIC units as per Govt. policy and guidelines.

IX. BRC (Bid Rejection Criteria): Bid will be rejected if not accompanied with adequate documentary evidence as indicated above.

Scope of Tender: Supply of Chlorine Gas leakage Detection system at ASSAM GAS BASED POWER PLANT (AGBP), NEEPCO LTD., BOKULONI, DIBRUGARH, ASSAM. Technical specifications are as below.

Technical Specification		
S/N	Particulars	Desired range
General specifications		
1	System Nomenclature	Multipoint CHLORINE gas leak detection system.
2	Ambient condition	5 to 45 deg C
3	Process condition	High temperature/high vibration
5	Humidity range	50 to 95%
Sensor(detector) specifications		
6	Measurement Range	0 to 100 ppm
7	Sensor type	Electro-chemical with at least 01(one) year durability or better.
8	Housing	Weather and dust proof as per IP-55/IP-65.
9	Minimum detectable concentration	0.5 ppm by volume
10	Sensitivity	0.1 ppm Cl ₂
11	Response time	≤ 1 second.
12	Alarm level	Adjustable to 0.4 ppm to 1.0 ppm.
13	Working contact	Potential free make/break type.
14	Safety standard	IP-68, part-1, IEC 60529
15	Accuracy	Accuracy ±1% of span
16	Body/Case material	SS316/SS304, non corrosive
17	Power supply	Controller unit output, 24 V dc
18	Output	4 -20 mA signal
Control unit specifications		
20	No of channel	3 (2 + 1 spare)
21	Processor	Microcontroller
22	Power supply	230 v ac
23	Mounting	Rack mounting
24	Alarm type	Visual by LED and audible by horn. Continuous until RESET button is pressed.

Terms and conditions

(All interested Bidders are requested to go through the instructions carefully)

- 1.1) "Technical Bid" shall contain technical specifications as per above format and in details. Brief write-up of the product with relevant catalog must be submitted with the technical bid. Technical details like make, Name of item, maximum working ranges, input & output signals details, process connection details, material code, mounting & connection details, permissible temperature of the materials shall be mentioned clearly.
- 1.2) "Price Bid" of technically qualified bidders shall only be opened. "Price bid" of technically non-qualified bidder shall not be opened and send back to the bidder.

- 1.3) In case of dealer/re-seller the Bidder should enclose Authorization Certificate from Manufacturer addressed to AGBP, NEEPCO Ltd. mentioning the tender enquiry number in the company letter head.
- 1.4) The bidders shall submit bids duly signed in their own letterheads. Completed bid should reach the office of **Sr. Manager (E/M), C&I, AGBP, NEEPCO Ltd, Bokuloni, Dibrugarh, Assam** on and before the schedule date and time specified above. **Bid must be submitted in sealed envelope super-scribed with tender notice no. and due date.**

2) EMD & Bid doc fee:

Each tender shall be accompanied with **Earnest Money & Bid doc fee** in the form of Demand Draft/Call Deposit/Bank guaranty from a Scheduled Nationalized Bank duly pledge in favour of **North Eastern Electric Power Corporation Ltd., AGBP, Bokuloni Chariali, Dist. Dibrugarh (Assam) Pin - 786 191** along with the bid. Cheque or cash shall not accepted as Earnest Money & Bid doc fee.

Tenders not submitted along with Earnest Money & Bid document fee shall be summarily rejected.

3) Price Basis:

Bidder shall quote the price as **FOR, AGBP basis** both in figure and words. In case of discrepancy in rate, quoted rate in words shall be considered. Quoted Rates shall remain **FIRM** till the completion of the contract.

4) Taxes and Duties:

4.1 The bidders must quote the rate indicating all applicable taxes.

4.2 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.

5) Payment terms:

5.1) 100% payment of supply shall be paid on supply of materials at site in full and good condition against submission of following documents.

- a) Original Invoice in triplicate.
- b) Delivery Challan.
- c) Test certificate.
- d) Warranty certificate.
- e) **Bank details for E payment.**

6) **Freight & Insurance:** Bidder quoted price shall be inclusive of **Freight & Insurance** in format as per **Annexure: I**. The consignments shall be duly insured against possible damage/loss during Transportation. Any loss/damage during transit shall be intimated to the suppliers within a reasonable time from the date of receipt of the consignment by the consignee and the supplier shall take immediate action for replacement/rectification of the loss/damage. The suppliers shall have sole liability/responsibility for settlement of claim with the purchaser towards transit loss/damage if any and replacement/rectification of the loss/damage during the transit shall be made immediately without waiting for settlement of the claims.

7) DELAY IN DELIVERY OR FAILURE TO SUPPLY:

If the contractor fails to deliver all the materials within the delivery time, NEEPCO,S standard LD-clause shall be applicable. Reduce the contract price by ½ (half) percent per week subject to maximum of (10%) percent of the contract value.

8) Delivery destination:

All the materials shall have to be delivered to the address of the Consignee as indicated in Purchase Order within 30(thirty) days from the date of issue of formal order.

9) Warranty / Guarantee:

The material should be guaranteed / warranted from any manufacturing defect and satisfactory performance for 18(eighteen) months from the date of receipt of materials at site or 12(Twelve) months from the date of installation, whichever is earlier.

10) 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.

11) 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 techno-commercially acceptable and are lowest. However, technical feasibility shall be the foremost criteria for award of the contract.

12) Compliance statement:

Bidder(s) shall enclose Clause wise compliance statement showing complied/not complied of all terms & Conditions of the tender. Deviation(s) if any from the tender requirements/document must be stated clearly in a separate sheet with relevant clause for consideration of NEEPCO Ltd. Deviation mentioned in the general tender document without highlighting the same in **Compliance statement** shall not be accepted.

13) PERFORMANCE GUARANTEE/ Security Deposit (BG/SD):

The contractor shall furnish bank guarantee from a scheduled Nationalized Bank for an amount equal to **10 (ten) percent** of ordered value by way of guarantee towards faithful performance of the agreement or else 10% payment shall be deducted from the total payment. The B.G/SD shall be valid to cover up 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.

14) Document/Technical certificates: Bidder must submit Technical Write-up, wiring diagram, working principle etc in details.

15) 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 Assam. 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.

16) 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/SD shall be forfeited.

17) The bid should be submitted in **original**. 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. All bids should be neatly typed out. Hand written bids would not be accepted. The Bid shall be addressed to the Purchaser at the following address:

Sr. Manager (E/M), C&I,
AGBP, NEEPCO Ltd, Bokuloni,
Dibrugarh, Assam. Pin: 786191

18) Last date of submission of Bid and Bid open date is as tabled above and the same is on or before **15:00 hours & 15:30 hrs** of 06/12/2017 respectively. Bid shall be opened in presence of such Tenderers/Authorized Representatives who choose to present. In case of Holiday, next working day shall be considered for that matter.

19) The Corporation reserves the right to change/modify the requirements and/or to postpone/accept or reject this NIQ in full or in part without assigning any reason thereof and is not bound to accept the lowest offer.

20) Incomplete & conditional tenders and tenders received after the due date will be rejected summarily without assigning any reasons thereof.

21) Bidders are requested to visit "www.neepco.co.in" regularly for any modification/clarification of the bid document.

22. 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.

Sr. Manager (E/M), C&I,
AGBP, NEEPCO Ltd.

GENERAL INSTRUCTIONS and CONDITIONS

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

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

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

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

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

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

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

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

The tender shall be submitted in sealed envelope duly super scribed for identification.

Each tender shall have to be submitted personally or by "Registered Post" in a sealed envelope addressed to The Sr. Manager (E/M), C&I Wing, AGBP, NEEPCO Ltd., P.O. Bokuloni Chariali, Dist-.Dibrugarh (Assam) Pin – 786191.

A.4.1. The proforma for bid Guarantee (Bank Guarantee) has been attached as Annexure-III and IV.

A.4.2. The bid guarantee (EMD) of successful bidders shall be returned only after the award of work and the successful bidder submits the contract performance guarantee as required.

A.4.3. If the successful bidder fails to submit a contract performance guarantee (**Annexure-IV**) as specified in the contract documents within 10 (Ten) calendar days after the date of issue of purchase order, the Bid Guarantee amount(EMD) of the successful bidder will be forfeited by the purchaser as liquidated damage.

A.4.4 The bid guarantee (EMD) of all unsuccessful bidders shall be returned only after placing of P.O. with successful bidder.

A.4.5. No interest will be paid on EMD (Earnest Money Deposit) in any form.

A.5. Tender received later than the prescribed time limit will be disposed off as per Corporation's policy for late receipt of tender. Telephonic or telegraphic or telexed or faxed tenders shall not be considered for acceptance.

A.6. The tendered amounts shall be legibly written in English in Ink, in Indian Currency both in figures and words. In case of any discrepancy between figures and words, the rates in words will govern. Eraser, overwriting, changes and cuttings shall be initialed by the Tenderer.

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

DEFINITION OF TERMS

In this contract, the expression shall have the following meaning assigned to them.

- i) The "Purchaser" or the Corporation or NEEPCO shall mean the North Eastern Electric Power Corporation Ltd., AGBP and shall include its successor and permitted assigns.
- ii) The "Contractor" shall mean the tenderer whose tender has been accepted by the Purchaser, and shall include Tenderer's heirs, legal representative, successors and permitted assigns.
- iii) The "Sub-Contractor" shall mean the person, firm or company name in the contract for any part of the work or any party to whom any part of the contract has been sublet with the consent in writing of the purchaser.
- iv) The "Engineer" shall mean the officer placing the order for the work with the Contractor and other officer as may be authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been appointed, the purchaser or his duly authorized representative.
- v) The "Consulting Engineer" shall mean the firm or the person as may be duly appointed by the purchaser to act as consulting engineer for the purpose of the work in the contract.
- vi) 'Plant' or 'Equipment' shall mean and include plant, equipment and or materials, as the case be to be provided/supplied by the contractor under the contract including assemblies, accessories etc.
- vii) The "Contract" shall mean and include the tenders and acceptance thereof, the general conditions, specifications, schedules, drawings, from the Tender covering letters, schedule of prices, and the final general conditions and agreement to be entered into.
- viii) The "Specification" shall mean the specification as per the contract or Tender, as the case may be and the schedule thereto (if any) and subsequent amendments in writing.
- ix) The "Site" shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which may be allotted or used for the purpose of carrying out the contract.
- x) 'Tests on Completion' shall mean such test as are prescribed by specification, to be made by the contractor to the satisfaction of the purchaser before the materials are taken over by the purchaser and where it is not provided as required under various code.
- xi) 'Commissioning' shall mean the satisfactory operation of the equipment/work as specified after all necessary initial tests, check and adjustments required at site in operation for the first 300 hrs. along with load testing.
- xii) "Commercial Use" shall mean that use of the work, which contract contemplates or of which it is commercially capable of.

- xiii) "Approval" shall mean the written approval of the Engineer in charge and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xiv) "Month" shall mean calendar month or combination of 30 days when applicable.
- xv) 'Letter of Intent' shall mean the Purchaser's letter to contractor conveying acceptance of the tender, subject to such observations as may have been stated therein.
- xvi) 'Writing' shall include any manuscript type written or printed statement, under or over signature or seal, as the case may be.
- xvii) Words imparting the singular only shall also include the plural and vice versa, where the context so requires.
- xviii) Words imparting persons shall include Firms, Companies Corporations and other bodies whether incorporated.
- xix) The terms used under Technical Specification and Acceptance Test shall have the meaning given to them in relevant issues of the Indian Standard, Institution of Standards or any other authoritative standards as mentioned in the specification. Codes, or their approved equals applicable on the date of the letter of Intent.
- xx) The expression 'Works' or 'Work' shall unless be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered substituted or additional.
- xxi) The 'Inspector' shall mean any person or persons nominated by the purchaser and/or the Engineer duly authorized by the purchaser to inspect stores or works under the agreement and/or his authorized representative appointed to act as the Inspector.
- xxii) The 'Delivery of Plant/Equipment, shall be deemed to take place on delivery of the Plant/Equipment in accordance with the terms of the contract complete in all respects after approval by the Chief Engineer on report of inspector, as per terms of the agreement.
- xxiii) Terms and expression not herein defined shall have the same meaning as assigned to them in the Indian Sale of Goods Acts. 1930 the Indian Contract Act. 1972 and General Clauses Act. 1977.
- xxiv) Manufacturer's works/contractors works shall mean the place work used by the manufacturer/contractor/their collaborator/associates and sub-contractor for the performance of the contract.
- xxv) Date of agreement means the date on which both the parties have signed the contract agreement or any other date mentioned in the Contract/Letter of Intent as the effective date of contract whichever is earlier.
- xxvi) 'Day' or 'Days' unless herein expressly defined shall mean calendar day or days of twenty-four (24) hours each.
- xxvii) A 'Week' shall mean continuous period of seven (7) days.
- xxviii) 'Performance and Guarantee Test' shall mean all tests to demonstrate capacity efficiently and operating characteristics as specified in the tender documents.
- xxix) 'Commercial Use' or 'Commercial Operation' shall mean the condition of operation in which the complete equipment & materials covered under the contract are officially declared by the Purchaser to be available for continuous operation up to the rated capacity. Such declaration by the Purchaser however, shall not relieve or prejudice any of the contractors' obligations under the contract.
- xxx) 'FOB Cost' shall mean cost of materials/equipment free on board defined in INCOTERMS 1953.
- xxxi) 'CIF Cost' shall mean the cost of the materials/equipment including insurance and sea freight.
- xxxii) 'Purchaser's representative' shall mean any person, persons or consulting firm appointed and remunerated by the Purchaser to supervise the work, inspect and examine workmanship and test materials/equipment to be supplied.
- xxxiii) FOR COST' shall mean the cost of equipment/materials Freight on Receipt at the designate railway station exclusive of sales tax and excise duty.
- xxxiv) The Terms 'Final acceptance' shall mean the Purchaser's written acceptance of the equipment materials supplied and other services included under the contract, after successful completion of performance and guarantee tests.

- xxxv) 'Guarantee Period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defect part of the works performed under the contract.
- xxxvi) CCR means Central Control Room where the Server is planned to install.
- xxxvii) ABT means Availability Based Tariff.
- xxxviii) CERC means Central Electricity Regulatory Authority.
- xxxix) M.U. means million unit of electrical energy.

2. CONTRACTOR TO INFORM HIMSELF FULLY:

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

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

2.3 COMPLIANCE WITH REGULATIONS:

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

2.3.2 The Contractor shall comply with all applicable laws, or ordinances, codes approved standards rules and regulations and shall procure all necessary municipal and government permits licenses etc. at his own cost.

2.4 DEATH, INSOLVANCY AND BREACH OF CONTRACT:

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

- i) If the Contractor being an individual or if a firm any partner thereof shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any preceding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment with his creditors or suspend payment or if the firm be dissolved under partnership Act. or,
 - ii) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or Manager or,
 - iii) If the contractor commits any breach of the contract not herein specifically provided for.
- Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the purchaser. The contractor shall under no circumstances be entitled to pay gain or repurchase.

2.5 RESPONSIBILITY OF THE CONTRACTOR:

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

2.5.2 The Corporation shall have the right to require the contractor to make any change in the design, which may be necessary in the opinion of the Engineer to make the materials conform to the provisions and contents of the specification without extra cost to the purchaser.

2.6 INSPECTION AND TESTING:

All inspection and testing of materials in order to maintain the quality of the materials shall be the Contractors' responsibility. Test certificates of any tests carried out to maintain the quality of the materials must be submitted to the Purchaser from time to time.

2.7 DELIVERY OF MATERIALS:

2.7.1 No equipment/material shall be dispatched until instruction is given to the contractor.

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

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

2.8 LIABILITIES FOR ACCIDENTS AND DAMAGES DURING TRANSIT:

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

2.9 DEDUCTION FROM CONTRACT PRICE:

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

2.10 REJECTION OF DEFECTIVE MATERIALS

2.10.1 The Contractor shall be liable to replace the defective material(s) free of cost

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

2.11 FORCE MAJEURE:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which the Force Majeure clause last. For the purpose of this agreement Force Majeure shall include without limitation, wars, insurrection, civil disobediences, strikes, riots, epidemics, earthquakes, storms, floods, explosions or fire not caused by contractors negligence, lighting acts of God or the Public enemy which is of such a nature as to delay, curtail or prevent timely action by either party. Satisfactory evidence in support of its claim shall be submitted by the Bidder.

2.12 BREACH OF CONTRACT:

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

2.13 CONTRACT DOCUMENTS & MATTERS TO BE TREATED AS CONFIDENTIAL.

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

2.14 LABOUR REGULATIONS

The contractor shall ensure adherence to/compliance of all applicable labour regulations/rules etc. and will be solely responsible for compliance with any law made by Central and State Govt. or any other authority from time to time in respect of engagement of labour. The responsibility of the Corporation shall be limited to the extent rules and regulations of the corporation.

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बकुलनि, जिला- डिब्रुगड, आसाम, पिन - ७८६ १९१

www.neepco.gov.in

BOKULONI, DIST. DIBRUGARH, ASSAM, PIN - 786 191

Ph. 0374-2825216, EPABX 2825207/2825423/2825208 FAX : 0374-2825349/2825217



Signature of Tenderer
Name & Stamp of the Tenderer

ANNEXURE-II

FORM OF BANK GUARANTEE

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

Guarantee No.....

Place:

Date:

To

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

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

Now, therefore this witnesses:

We, thea Nationalized Bank

(Name and address of the Bank)

of India having its registered office at..... (Hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of six/eight calendar months from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse, or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation for the sum of Rs..... (Rupees.....) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Corporation shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalizing the contract and execution of the agreement.

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

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

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

That the Bank shall not be released of its obligation under this guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
(भारत सरकार का संस्थान)

असम गैस आधारित शक्ति संयंत्र

बकुलनि, जिला- डिब्रुगढ़, आसाम, पिन - 786 191

North Eastern Electric Power Corporation Ltd.
(A Govt. of India Enterprise)

www.neepco.gov.in

ASSAM GAS BASED POWER PLANT

BOKULONI, DIST. DIBRUGARH, ASSAM, PIN - 786 191

Ph. 0374-2825216, EPABX 2825207/2825423/2825208 FAX : 0374-2825349/2825217



That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

And that the Bank shall not revoke the guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed:

That the liability under this Bank Guarantee, shall not exceed Rs... /-(Rupees only.

That it shall be in full force only for period of..... months from the date it bears and it will hold for any demand made by the Corporation in the meanwhile.

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

In witness where of I the agent/ Manager of the Bank, who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this day of.....

Witness

Signature

Signature

Name

Name

Designation

Official address

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

Common Seal

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

ANNEXURE-III

Proforma for Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No...

Date.....

To

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s..... with its Registered/Head Office at

..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, or and assigns) a contract by issue of purchaser's Letter of Intent No.....dtd..... and the same having been unequivocally accepted by the Contractor resulting in a "Contract" valued at Rs..... (Rupees.....) only for and the Contractor having agreed to provide a

(Scope of the Contract)

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

We (name & address) at(hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the contractor to.....the extent of as aforesaid at any time upto.....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the purchaser and the Contractor or any other course or remedy or security available to the purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the purchaser may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. (Rupees.....) only and it will remain in force upto and including..... and shall be extended from time to time for such periods as may be advised by the purchaser who is the beneficiary under this guarantee and in the event if the contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this.....day of20.....at.....

Witness

.....
(Signature)

.....
(Name)

.....
(Official address)

(Signature).....
(Bank's Rubber Stamp)
(Name)

Designation with
Bank Stamp.....
Authority as per Power
Of Attorney No.....

Dated.....

Note:

1. This sum shall be ten percent (10%) of the "Contract Price".
2. The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period as specified in the Contract.

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