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Miniratna Category-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
135 मे.वा. अगरतला गैस टरबाइन कंबाइन साइकिल पावर प्लांट
135 MW Agartala Gas Turbine Combined Cycle Power Plant
अनुबंध एवं प्रापण, क्यू.एस.एच.ई. एवं जोखिम प्रकोष्ठ / Contract & Procurement : Q&SHE & Risk Cell
रामचन्द्र नगर, त्रिपुरा (प) / Ramchandra Nagar, Tripura (W) - 799008



NOTICE INVITING TENDER (E-TENDER)

e-NIT No. 15 /NEEPCO /AGTCCPP /C&P /2020-21 Dated 10.06.2021

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible reputed firm for carry out **"Electrical Protection Audit"** at **135 MW Agartala Gas Turbine Combined Cycle Power Plant**, NEEPCO Ltd, Ramchandranagar, Tripura(West). Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be downloaded from NEEPCO's online portal <https://etenders.gov.in>

SCHEDULE		
1.	Name of Work	Electrical Protection Audit at AGTCCPP, NEEPCO, R.C.Nagar
2.	Estimated Value: (Inclusive all)	₹ 20,66,000/- (Rupees Twenty Lakhs Sixty-Six Thousand) Only which is inclusive of GST & To & Fro air fare.
3.	Bid Security Declaration	Format enclosed.
4.	Tender Fees :	₹ 1000/- (Rupees One Thousand) only.
5.	Last Date & time for Bid submission:	12-07-2021 upto 13:00 Hrs.
6.	Date & time of opening of Bid:	14-07-2021 at 15:00 Hrs.
7.	Validity of Tender:	120 (One Hundred Twenty) 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.
- 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:

- 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 **General Manager(C), C&P Cell, NEEPCO Ltd, AGTCCPP, R.C.Nagar, Agartala, Tripura(W), Pin-799008.**
- 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/Bid security declaration 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 10/06/2021.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 12/07/2021.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 14/07/2021.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 14/07/2021 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 **Bid Security Declaration:** The bidder shall submit the **Bid security declaration** along with techno-commercial bid. In case the bidder withdraws bids, found in engages in corrupt, fraudulent, collusive, coercive practices during bidding process; his/her bid shall not be considered and suitable departmental proceeding will be initiated against such default bidders. Default bidders shall be debarred to participate in any tender of the Corporation for next 2(Two) years from the date of opening of the techno-commercial bid. Prescribed format of bid security declaration is attached.

5 BANK DETAILS FOR 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 **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.
- Address of the undersigned :** General Manager(C), C&P,
AGTCCPP, NEEPCO Ltd.,
R.C. Nagar, Agartala - 799008, Tripura(W).
- 7 **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.
- 8 **Reverse Auction:** The tender shall be finalized through reverse auction (e-RA). Regarding time and date of e-RA, system generated emails will be sent to all eligible bidders after opening of price bid.

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 Bid Security Declaration. Without Tender Fee and Bid Security Declaration, 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 / Independent power producer (IPP). 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.

For the purpose of this clause, similar supply/ work shall means "Electrical Protection Audit" to any Govt. Deptt./ PSU / IPP.
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. The quoted price must be authenticated with relevant supporting documents and uploaded online.
5. The Bidder should be a Registered Company under Company Act of India / Registered Firm in India.
6. The Bidder should be a power system consultant and worked with Electricity Board / utilities in India.
7. The Bidder should be at least an ISO 9001:2015 and ISMS 27001-2013 certified company.
8. Bidder should have minimum 20(Twenty) years of experience in providing power system consultancy services.
9. The Bidder must have indigenously developed software to carry out protection setting calculations. The Registration / Trade Mark certificate for the software and Proof of Possession of indigenously developed power system analysis software to be submitted by the bidder as evidence.
10. The Bidder should have adequate knowledge of the protection system of NER Grid alongwith protection information of the other constituents of ER which is connected with NEEPCO, AGTCCPP, R.C. Nagar for effective co-ordination. The relevant purchase order copies or work completion certificates to be uploaded.

11. The Bidder should have successfully completed at least 3(three) assignments for carrying out power system protection study and analysis / protection audit of power plants in Indian within last 7 (Seven) years.
12. The relevant documentary proof in the form of work orders / satisfactory performance Certificates to be submitted with the technical bid.
13. 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.
14. **The Bidder shall furnish an undertaking (self-certification) that the Tenderer has not been blacklisted / debarred by any Central / State Government institution including electricity boards. The Bidders should also confirm that there is no pending litigation on account of executing similar orders.**
15. If the bidder is MSME registered and comes under SC/ST category, the relevant proof should be attached along with bid.
16. **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.
17. 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.
18. 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.
19. 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.
20. **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 DIPP) dated 17th 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
21. **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.

22. **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 ₹ 6.20 Lakhs.
23. **Liquid asset requirement:** The bidder should have liquid assets or / and evidence to availability of unutilised credit facilities of not less than the value as calculated below: Liquid Asset = (Estimated Cost x 2.5)/Completion period in months. The Certificate of Banker regarding the availability of unutilized credit facilities (Fund based and non-fund based) shall not be dated earlier than 30 (thirty) days prior to the latest date for submission of bids. Liquid Asset = Current Asset - (Inventory + Pre-paid expenses).
- In support of above the agency should submit audited Balance Sheet and Profit & Loss Account for last 3 (three) years**
24. **Net Worth :** The Net Work of the Bidder should be positive.
25. **Bid capacity:** The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than the estimated cost of the work put to tender: Bid Capacity = $A \times N \times 2 - B$ Where, A = Maximum value of works executed in any one year during last 7 (seven) years (at current price level). N = Completion time of the proposed work in years. B = Value at current price level of existing commitments and 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.
26. **Electronic Reverse Auction (e-RA):**
- "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.
 - 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.
 - 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.
 - 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.
27. 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.
28. **BOQ format in the price bid is fixed and is exclusive of GST. The quoted rate shall be treated as per the BOQ Format and no change is permissible irrespective of what is written in the techno-commercial bid document of the bidder.**
29. **e-RA process:**
- 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.
 - 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.
30. Offline bids shall not be considered.



GENERAL TERMS & CONDITION OF CONTRACT

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

1. **SCOPE OF WORK:** The following scope of work is defined to perform the Electrical Protection Audit of NEEPCO Agartala Gas Turbine Combined Cycle Power Plant and shall be as follows:
 - i. To carry out System study, Short Circuit Study & load flow calculation along with fault level calculation, fault current etc. at different fault conditions.
 - ii. To perform complete protection audit for all the Units of AGTCCPP station as well as its connected Switchyard, Transmission lines, distribution lines, Transformers and up to 6.6kV voltage level.
 - iii. To provide Suggestion of settings as per different statutory requirements of IEGC, CERC, CBIP, IEEE as well as safety of the equipment.
 - iv. Supervision of Implementation of required settings, PSL etc. if required for proper protection.
 - v. Validations of all relay settings & supervision of relay testing.
 - vi. To facilitate approval / endorsement from NERLDC, NERPC to implement the proposed settings. However, clearance from OEM (if required) needs to be provided from NEEPCO.
 - vii. Certification of Protection audit report from NERPC/NERLDC through PCC meetings or other ways.
 - viii. To provide suggestion for additional protection requirements as per statutory norms or safety point of view.
 - ix. Review and implementation of any settings / PSL by OEM if required in CPG period.
 - x. Abstract of all relay settings, PSL (Provided by OEMs) etc. and hand over to NEEPCO for future reference

2. **APPROACH & METHODOLOGY**

2.1 **Data Collection, Validation and Power System Modeling**

- ❖ Collection of relevant data for the existing network configuration of the all the Generating Thermal plant along with Gen Breaker.
- ❖ All data pertaining to power system elements like generators, transformers, cables, switchgears and various types of loads required for power system studies will be collected from Power plant. The collected data will be validated along with M/s NEEPCO and in case of any discrepancy, the same will be resolved by interaction/discussions.
- ❖ The comprehensive power system database required for analysis will be built up along with the SLDs
- ❖ The electrical system will be modeled using MiP-PSCT / or Equivalent software.
- ❖ M/s NEEPCO shall provide all available data/drawings as per PRDC format for carrying out Protection Audit. The network modeling of the power station will be done from generation voltage and auxiliaries up to 6.6kV level.
- ❖ All such data will be validated and authenticated jointly by service provider and NEEPCO.
- ❖ Based on collected data following Power System Studies will be conducted

2.2 **Load Flow Study**

- ❖ Load Flow Study has to be conducted under all operating condition as suggested by NEEPCO.
- ❖ The electrical network will be modeled from Grid up to transmission line.

2.3 **Short Circuit Study**

- ❖ The study is simulated to determine the 3-phase and single line to ground faults currents up to PCC or secondary of distribution transformer.
- ❖ Short circuit studies will be conducted for different operating conditions of the plant. Verification of the capability of the existing switchgears.

2.4 **Verification of the existing Protection Setting based on Simulation & Find out any changes if necessary.**

- ❖ Review of the existing Protection Setting based on the above study. The findings of the above review will be compared with prevailing philosophy in best-in-class Generating Station for suggesting recommendations for improvement.

- 2.5 **Tripping Analysis if any**
 - ❖ Analysis of any unwanted tripping if reported by NEEPCO
- 2.6 **Report Submission:**
 - ❖ Detailed study report will be submitted with all study results, drawings, recommendations and improvement plans
3. **TAXES:** The rate quoted by the bidders should be **inclusive of GST**.
4. **TIME OF COMPLETION:** The protection audit for the above-mentioned scope of work will be completed in 04(Four) months from the date of receipt of LoI/Work Order. Within this period the Protection Experts shall visit the site for Electrical Protection Audit and final report shall also be completed within this period.
 - **Data collection and data validation:** 4 weeks from the date of receipt of LoI/Work Order.
 - **Draft Reports (Soft Copy):** 12 weeks from the date of receipt of advance Payment and receipt of complete data.
 - **Final Report (soft copy and hard copy):** 2 weeks from the date of receipt of comments on draft report and receipt of draft report payment.
5. **REPORTS:** The service provider shall provide 2 (Two) sets of Draft Report and 3(Three) sets of Final Report of Protection Audit both in the form of CDs and hard copies.
6. **PRICE BASIS:** Bidder shall quote the price as FOR, AGTCCPP basis. Quoted Rates shall remain **FIRM** till the completion of the contract.
7. **RECOVERY CLAUSE :**
 - i) In case of any damage to equipment / machinery due to negligence or any other reason attributed to the firm, the decision of Engineer-In-Charge regarding the amount of recovery shall be final and binding subject to a maximum of Contract value. Recovery will be deducted from the bills and / or retention money/ security deposit.
 - ii) If the firm fails to execute the work as per direction of the Engineer-In-Charge within the time frame given, NEEPCO shall get the work done by third party at the cost and risk of the firm.
8. **TRAVEL CHARGES:** To & Fro travel charges for 2 (Two) Member Audit team by Air and other incidental charges such as Train fare, Taxi fare etc. shall be reimbursed by NEEPCO at actual on submission of documentary evidence.
9. **LOCAL CONVEYANCE:** Local conveyance along with pick up of Safety Audit team from Agartala Airport and drop shall be arranged by NEEPCO.
10. **ACCOMMODATION:** Accommodation for the service for 2(Two) members shall be arranged by NEEPCO.
11. **PAYMENT TERMS:** - 100% payment shall be made on completion of entire Protection Audit and submission of three sets of Final Report alongwith the soft copy. Bill in triplicate containing HSN code, copy of Registration Certificate of the Firm, GST details, Name of the Proprietor, Legal Business Address should be submitted to the consignee for payment. For effecting E-payment you are requested to submit your Bank details along with your bills for RTGS/NEFT transfer. Bank charges if any shall be on your account
12. **LIQUIDITY DAMAGE:** If the works are not done within the stipulated time a Liquidity Damage shall be applicable @ $\frac{1}{2}\%$ (half percent) of the total value of the unfinished items per week subject to a ceiling of 10% (Ten Percent) of the ordered value. **GST as admissible on the penal value shall be levied on the supplier/Vendor.**
13. **EXEMPTION:** If the bidder is eligible for any kind of exemption/concession from state Govt. /Central Govt. the bidder shall furnish documentary evidence to consider the same.
14. **ENGINEER-IN-CHARGE:** The work shall be carried out in its entirety under the supervision of the Deputy General Manager(E/M), EC&I, NEEPCO Ltd. AGTCCPP.
15. **ASSIGNMENT AND SUB-LETTING:** The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract.
16. **ARBITRATION:** Except where otherwise provided, if at time, any question of a dispute or difference of opinion whatever shall arise between the Contractor and the Corporation upon or in relation there to or in connection with this Contract, either of the parties may give to the other notice in writing, of the existence of such questions, disputes or differences and if the matter is not settled amicably by and between the parties and on rejection, such matter of dispute or difference of opinion shall be referred to the Arbitration strictly in accordance with the provision contained in the **Arbitration and Conciliation Act 1996 (Act. No. 26 of 1996)**, and any amendment thereto and any rules made there under and to such other order or orders, instruction issued by the Government of India time to time in this connection. The venue of Arbitration for shall be Agartala, India.



17. **WITHHOLDING PAYMENT:** The purchaser (NEEPCO) 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 Contractor by the purchaser.
18. **Termination for Default:** The NEEPCO may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate this contract in whole or in part thereof.
- a) If the Contractor fails to complete the work within stipulated time;
 - b) If the Contractor fails to perform the work as per technical specifications and any other obligation(s) under the contract;
 - c) If the Contractor, in either of the above circumstance does not remedy his failure within a period of 30 days after receipt of the default notice from the NEEPCO.
 - d) In the event the purchaser terminates the contract in whole or in part, due to non-performance of the contractor, the Purchaser (NEEPCO) may proceed to get the work done in such manner as deem fit to the purchaser.
19. **FORCE MAJEURE CONDITION:** 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.



20. 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.
21. **PAYING AUTHORITY:** The Head of Finance, NEEPCO Ltd, AGTCCPP, R.C. Nagar, Agartala.

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. In case any condition(s) is/are not acceptable to the bidder, the same should be mentioned in the offer/quotation in clear terms in the deviation sheet. 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.

(Jiten C Das)
General Manager(C), C&P
NEEPCO Ltd. AGTCCPP,

**FORM-C: Bid Security Declaration**

(Bidders shall submit this DECLARATION online)

I/We (Name of the Bidder)do hereby solemnly affirm and declare that if I/We withdraw or modify my/our bid after the bid opening during the period of bid validity and extension thereof, I/We will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation.

Place, Date

(Signature)

(Name of Signatory, duly authorized to sign the bid
On behalf of the Bidder..... (in block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)