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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 : QSHE & Risk Cell
रामचन्द्र नगर, त्रिपुरा (प) / Ramchandra Nagar, Tripura (W) - 799008



SECTION - I

NOTICE INVITING TENDER(E-TENDER) e-NIT No.04 NEEPCO/AGTCCPP/C&P/2021-22 Dated 20.04.2021

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 awarding the contract of "Design, Engineering, Retrofitting, Manufacturing, Assembling, Inspection, Testing at Manufacturer's Works before Dispatch, Packing, Supply, Delivery at Site, Including Insurance During Transit, Erection and Commissioning of Distribution Transformer at NEEPCO Ltd., Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with existing system".

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

Sl. No.	Item Description	Required Quantity
1	2 MVA, 6.6/0.433 kV Copper wound, ONAN Cooled, 3 Phase, 50 Hz, Vector Group Dyn 11, Distribution Transformer as per IS: 1180-2014 Level-3 with first filling of Oil.	2 Nos.

SCHEDULE		
1.	Estimated Value	₹ 40,00,000.00/-(Rupees Forty Lakhs) Only which is inclusive of Freight and Insurance charges but exclusive of GST.)
2.	Earnest Money :	Bid Security Declaration format
3.	Tender Fees :	₹ 1000/- (Rupees One Thousand) only
4.	Last Date & time for Bid submission:	20-05-2021 upto 13:00 Hrs.
5.	Date & time of opening of Bid:	22-05-2021 at 15:00 Hrs.
6.	Validity of Tender:	180 Days

CONTENT OF BID DOCUMENTS:

- The equipments required, bidding procedures and contract terms are prescribed in this bidding document which includes:

Section -I	Notice Inviting e-Tender
Section-II	General Terms and Conditions
Section-III	Information to bidders
Section - IV	Technical Specifications.
Section - V	BG Forms.
Section-VI	Schedules (I to V)
Section-VII	Price Schedule.
- The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in rejection of his bid.

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

Corporate Identification No.- U40101ML1976GOI1658 Website: www.neepco.co.in
email : agtpn.onm@gmail.com

- 1.1 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.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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 General Manager(C),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 20/04/2021.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 20/05/2021.

3.3 Date & time for opening of bids online: 15:00 Hrs of 22/05/2021.

3.4 Bid validity: 180 (One Hundred Eighty) days from the date of opening of bids.

In case 22/05/2021 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 in Annexure-A.

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 **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 :

- The Tenders of the bidders must accompany tender fee and Bid Security Declaration. Without Tender Fee and Bid Security Declaration of requisite amount, the tenders will be rejected.
- The intending bidder must have the experience of having successfully completed similar nature or allied supply/works during last 7 (Seven) years in any Govt. of India organization/State Govt. organization /PSU/ IPP (Independent Power Producer) Documentary evidence to that effect shall be submitted.
 - Three similar completed supply/works, each of value not less than 40% of the estimated cost.
 - OR
 - Two similar completed supply/works, each of value not less than 50% of the estimated cost.

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Website: www.neepco.co.in

email : agtpn.onm@gmail.com

OR

c) One similar completed supply/works of value not less than 80% of the estimated cost.

For the purpose of this clause, similar supply/ work shall mean:

"Design, Engineering, Manufacturing, Retrofitting, Testing, Supply, Delivery, Installation & Commissioning of "2 MVA, 6.6/0.433 KV Distribution Transformers or higher capacity Level-3 (IS :1180-2014) Transformers to any Govt. Dept./ PSU / IPP.

3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, GST Registration, EPF registration & Labour License, Power of Attorney, in case the tender is signed by an authorized representative of the Bidder, 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 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.
6. **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.
7. 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.
 8. 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.
 9. 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.
 10. **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
 11. **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.

12. **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 ₹ 12.00 lakhs.
13. **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.
14. **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.
15. 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.
16. 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 techno-commercial bid documents of the bidder.
17. **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.
18. Offline bids shall not be considered.

GENERAL TERMS AND CONDITION OF CONTRACT

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

1. **Scope of Tender:** These specifications are intended to cover Design, engineering, Retrofitting, manufacture, testing/inspection before dispatch, forwarding, packing, transportation to site, insurance (both during transit & storage), storage, erection, supervision, testing and commissioning of 2 MVA, 6.6/0.433 kV Level-3 Distribution Transformers complete with all accessories/ fittings and spare parts at NEEPCO Ltd. Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with existing system".

2. **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.

- 2.1 The bidder must be a manufacturer of 2 MVA or above capacity, 6.6/0.433 KV, 3-phase, Level-3 Distribution Transformers.
- 2.2 Bid from authorized business associates / dealer should be supported with valid dealership certificate/ authorization letter issued by the manufacturer. Any bid submitted by a dealer without such certificate will be summarily rejected.
- 2.3 The intending bidder should have experience in execution of contract for design, engineering, manufacturing, testing, supply, delivery, installation & commissioning of 2 MVA, 6.6/0.433 KV, 3- phase, Level-3 Distribution Transformers or higher capacity Transformers. The above experience should be preferably with any Government department / PSU/ IPP (Independent Power Producer). Documentary evidence in support of experience and successful execution of supply order during last 7(seven) years ending March 2020 should be submitted.
- 2.4 Bidders shall submit certificate / documentary evidence from their users regarding satisfactory performance of the Transformers supplied by them.
- 2.5 The bidder shall have to submit the offer of only one make.
- 2.6 Information / document required with the bid
 - a. The manufacturer shall provide all technical details of the 2 MVA Distribution Transformer 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 Bids shall be considered as stands cancelled. Price Bid of such bidders shall not be opened.

3. **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.

4. **Taxes and Duties:**

- 4.1 The bidders must quote the rate, which should be exclusive of GST.
- 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:**

(A) **Supply Part:**

Ninety percent (90%) of basic amount along with Hundred Percent (100%) taxes & duties shall be paid after receipt and subsequent inspection and acceptance of materials at AGTCCPP site and successful commissioning of the equipment.

- a) Invoice in triplicate.
- b) Delivery Challan
- c) Excise Gate pass/Excise Invoice etc. as applicable.
- d) Test certificate.
- e) Warranty certificate of Manufacturer as per warranty clause.
- f) Bank details for E payment.

Balance 10% payment of supply shall be payable only after expiry of the Warranty/ Guaranty period of 12(Twelve) months from the date of commissioning of the materials.

Alternatively, Hundred (100%) payment of supply along with Hundred percent (100%) taxes and duties shall be paid on submission of Security cum Performance BG for an amount equivalent to Ten (10%) of the billed amount with a validity of 15 (Fifteen) months. The BG shall be issued from any Nationalised / Scheduled Bank of India and to be submitted within 01 (one) month from the date of issue of LOI/order.

(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.

6. **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. However, Transportation and Insurance charges shall be paid at actual based on the documentary evidences.
7. **LD clause:** If the Bidder fails to deliver all the materials within the delivery time, NEEPCO'S standard LD-clause shall be applicable @ $\frac{1}{2}\%$ (Half percent) of the total value of the undelivered items per week, subject to maximum of (10%) percent of the contract value. GST as admissible on the penal value shall be levied on the supplier/Vendor.
8. **Delivery period:** All the materials shall have to be delivered to the address of the Consignee as indicated in Purchase Order within **60(Sixty)** days from the date of issue of formal order.
9. **Completion Period of Installation and Commissioning:** 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.
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 only those bidders 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 supplier shall, within 3 days of issue of formal orders, give his/her acceptance.
12. **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.
13. **Site Visit before Quoting:** The bidders may visit our site, AGTCCPP to see the location and to take all inputs from site prior to quote.
14. Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents
15. 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.
16. **Arbitration**
 - (a) Except as otherwise provided, if at any time any question, dispute or difference whatsoever shall arise between the Contractor and the Purchaser upon or in relation to or in connection with the Contract,

either of the parties may give to the other notice in writing of the existence of such questions, dispute or differences and if the matter is not amicably settled and on rejection of the matter, the dispute or difference shall be mutually settled under the Indian Arbitration and Conciliation Act 1996 and amendment thereto.

- (b) The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and no payment due from the Purchaser shall be withheld on account of such proceedings except to the extent that may being dispute.
- (c) In the event of the Contractor being an Indian party, that is to say, a citizen and / or a firm incorporated in India, the arbitration may be conducted by a sole Arbitrator. Such sole Arbitrator shall be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a panel of three Arbitrators, proposed by him and selected by the Contractor. If both the parties fail to arrive at decision regarding the selection of the sole Arbitrator the matter will be referred to the Chief Justice of High Court having jurisdiction on the issue for a competent decision.
- (d) The venue of the Arbitration shall be Agartala, India.
- (e) The expense of the Arbitration shall be paid, as may be determined as specified in the award of Arbitrators.
- (f) The Arbitrator shall have the full powers to review and / or revise any decision, opinion, directions, certification or valuation of the Purchaser in consonance of the Contract, and neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Purchaser for the purpose of obtaining the said decision.
- (g) The language of Arbitration proceedings and of all documents and communications between the Bidders shall be in English.
- (h) The guidelines of the Government of India in respect of arbitration issued from time to time shall also be followed.

17. 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.

18. 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.

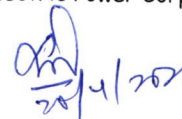
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
 - b) If the supplier fails to perform any other obligation(s) under the contract; and
 - c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a 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 nonperformance 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.
19. 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.
20. 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.
21. 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.
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.
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 Head of Finance, 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 and also 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.



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

Not In Original

Memo No. NEEPCO/AGTCCPP/C&P/CS-04/2021-2022/

Dated 20-04-2021

Copy to:

- 1) The Head of Plant, AGTCCPP, NEEPCO Ltd., for favour of kind information. This has reference to her approval vide Administrative Approval No. 913, Dated 12-02-2021.
- 2) The General Manager (E/M), AGTCCPP, NEEPCO Ltd., for information please.
- 3) The Dy. General Manager (E/M), Vigilance, AGTCCPP, NEEPCO Ltd., for information please.
- 4) The Dy. General Manager (E/M), EC&I, AGTCCPP, NEEPCO Ltd. for information please. This has a reference to the vetting of draft NIT vide U.O No. 27 dtd 05.04.2021.
- 5) The Head of Department, Finance, AGTCCPP, NEEPCO Ltd., for information. He is requested to attend or depute his representative to attend opening of the tender on the scheduled time and date as mentioned in the e-NIT.
- 6) The Sr. Manager (E/M), Store, AGTCCPP, NEEPCO Ltd. for information please
- 7) CS File # 04
- 8) Notice Board.

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

**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)



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018
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 कंबाइंड साइकिल पावर प्लांट
135 MW Agartala Gas Turbine Combined Cycle Power Plant
अनुबंध एवं प्रापण, क्यू.एस.एच.ई. एवं जोखिम प्रकोष्ठ / Contract & Procurement : QSH&E & Risk Cell
रामचन्द्र नगर, त्रिपुरा (प) / Ramchandra Nagar, Tripura (W) - 799008



NOTICE INVITING TENDER(E-TENDER)

e-NIT No.04/ NEEPCO/AGTCCPP/C&P/2021-22 Dated 20.04.2021

SECTION – II : GENERAL TERMS & CONDITIONS

DEFINITION OF TERMS

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

- i. Purchaser/ Owner/ Employer/ Corporation shall mean the "Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP), NEEPCO Limited (A Govt. of India Enterprise), R. C. Nagar, Agartala, Tripura (W) and shall include their legal representatives, successors and permitted assigns.
- ii. The 'Contractor' shall mean Bidder whose offer will be accepted by the Purchaser for the Award of the Works and shall include Bidder legal representatives, successors and permitted assigns.
- iii. The "Engineer" / "Engineer-in-Charge" shall mean the Engineer Officer appointed by the Corporation to sign or cause to sign the Contract Agreement on behalf of the Corporation and / or the Engineer Officer appointed in writing by the Corporation or its duly authorised representative to direct, supervise and be in charge of the works for the purpose of the contract.
- iv. The term 'Equipment', 'Stores' shall mean and include plant, stores and materials to be provided by the Contractor under the Contract.
- v. The word "Specifications" shall mean collectively, all the terms and stipulations contained in this book including the conditions of contract, technical specifications and Annexure thereto and list of corrections and amendments.
- vi. "Manufacturer's Works" or "Contractor's Works" shall mean the place of work used by the manufacturer, the Contractor or the Sub-Contractors for the performance of the work.
- vii. "Works" means and includes the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Engineer - in - Charge in accordance with the provisions of the contract and any other items not specifically written but essential to complete the entire activity defined in the contract.
- viii. "Project" / "Site" shall mean and include the land on, under, in, or through which the works are to be executed or carried out and such lands as may be agreed upon between the Corporation and the Contractor to be used by the Contractor or Purchaser in the performance of the Contract.
- ix. "Inspector" shall mean the Purchaser or any other person nominated by the Purchaser from time to time, to inspect the equipment, stores and the works under the contract and/or the duly authorized representative of the Purchaser.
- x. "Notice of Award"/" Letter of Award" shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal/bid has been accepted.

Corporate Identification No.- U40101ML1976GOI1658

Website: www.neepco.co.in

email : agtpp.onm@gmail.com

- xi. "Zero date" shall mean the date of issue of Letter of Intent (LOI) for the work under the contract.
- xii. The 'Letter of Intent' (LOI) shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and the Contractor is required to sign the Contract Agreement.
- xiii. The 'Date of Contract' shall mean the date on which the "Letter of Intent" has been issued by the Purchaser.
- xiv. The 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar 'day' or 'days'.
- xv. A 'Week' shall mean continuous period of seven (7) days.
- xvi. 'Writing' or 'Written' shall include any manuscripts, typewritten or printed statement under or over signature and / or seal as the case may be.
- xvii. When the words "Approved", "Subject to Approval", "Satisfactory", "Equal To", "Proper", "Requested", "As directed", "Where Directed", "When Directed", "Determined By", "Accepted", "Permitted" or words or phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Purchaser/Engineer.
- xviii. "Warranty Period" shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the work performed under the Contract without any financial implication on the part of the Purchaser.
- xix. "Latent Defects" are inherent defects in design, workmanship of material which surface after the warranty period and which could not be found during normal check-ups prior to the end of the warranty period and which hinder/ endanger the normal operation of the equipment.
- xx. "Drawings", "Plans" shall mean any or all drawings submitted by the Contractor with his bid or subsequently, provided such drawings are approved/ accepted by the Corporation.
- xxi. Words imparting the singular only shall also include the plural and vice versa where the context so requires.
- xxii. Words imparting 'persons' shall include firms, companies, corporations and association or body of individuals, whether incorporated or not.
- xxiii. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clause Act (1897) including amendments thereof, if any.
- xxiv. 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 Engineer of the report of the inspector, as per the terms of the contract.
- xxv. The clause headings shall not limit, alter or affect the meaning of the specifications, conditions of tendering on these conditions.
- xxvi. The "Corporation's Stores" shall mean the stores owned by the North Eastern Electric Power Corporation Limited at Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP), Ramchandranagar, Agartala, Tripura (W).

1. SCOPE:

These specifications are intended to cover design, engineering, manufacture, retrofitting, testing/inspection before dispatch, forwarding, packing, transportation to site, insurance (both during transit & storage), storage, erection, supervision, testing and commissioning of 2 MVA, 6.6/0.433 kV, Level-3 Distribution Transformers complete with all accessories/ fittings and spare parts at NEEPCO Ltd. Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP), Ramchandranagar, Tripura(W) compatible with existing system"

2. BIDDING

Each Technical Proposal must be accompanied by each of the following information/ documents with sufficient details along with other documents and information mentioned elsewhere to enable the purchaser to make an appraisal of the quality and suitability of the material and equipment offered.

2.1. Type test certificates of transformer of identical design from a NABL recognised laboratory, preferably at CPRI laboratory. The Type test certificates should not be more than 3 (three) years old. The type test certificates should also be accompanied by the drawings of equipment tested so that

the test certificates can be directly linked to the equipments offered. In this regard following points shall also be noted:

- a. Equipment which have not been type tested as above shall not be accepted. A promise or agreement by a bidder to have the equipment tested after award of a contract is not acceptable.

2.2. **Type Test reports to be acceptable must relate directly to the equipment offered. Type Test reports for a higher class/rating of equipment are acceptable with a commitment from bidder that the type test will be performed free of charge on the particular equipment after the award of contract.**

2.3. **Guaranteed and Other Particulars in the formats given in SECTION-VI of this NIT. The bid should also be accompanied by manufacturer's literatures and brochures.**

3. CONTRACTOR TO INFORM HIMSELF FULLY:

- 3.1. The Contractor shall be deemed to have carefully examined the general conditions, specification and schedules and also to have satisfied himself as to the nature and character of the plant and equipment, as the case may be, to be supplied under the Contract or work to be executed and where necessary, of the site condition and the relevant matters and details. He is deemed to have understood the entire scope, nature and magnitude of work in accordance with the contract documents and shall be responsible for any defect, omission or error in the bid documents, unless he has pointed out the same before opening of the price bids. 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 plant and equipment 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.
- 3.2. If he shall have any doubt as to the meaning of any portion of the scope of contract, he shall, before signing / accepting it, set forth the particulars thereof and submit them to the engineer in writing in order to remove such defect, error, omission etc., by the Purchaser.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provisions thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person employed by the Contractor in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 4.3. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.
- 4.4. All designs, drawing, works and other technical information relating to works including any software provided by the Contractor under the Contract and the intellectual property rights therein made or acquired by the Contractor prior to or during the preparation of the proposals or tender or in the course of work on the Contract shall be and remain the property of the Contractor.
- 4.5. Such technical information shall be kept confidential by the Purchaser, its employees, agents or sub-contractor, shall not be copied, modified or disclosed by any of them and shall not be used by them otherwise than for the purpose of above work.

5. CONTRACT PERFORMANCE GUARANTEE (CPG):

- 5.1. Within 30(thirty) days from the date of issue of Letter of Intent, the Contractor shall furnish a Bank Guarantee in prescribed format, for an amount equal to 10% (ten percent) of the contract value by way of guarantee for the due and faithful performance of the Contract. The Bank guarantee shall be valid for such period to cover ninety days after the warranty period as per the detailed order. The bank guarantee shall be acceptable only if it is issued by the a Nationalized / Scheduled bank in India through any of its branches in India. **The Bank Guarantee format is given in Section V of this bid document.**
- 5.2. The Contractor shall, on receipt of written instruction from the Purchaser, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions

of the Purchaser and shall furnish the extended / revised Bank Guarantee or any extension thereof. In case the Bank Guarantee is not received by the Purchaser within the specified period, the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid Bank Guarantee.

5.3. The Performance Guarantee shall cover additionally the following guarantees to the Corporation:

That the equipment provided by him shall be free from all defects in design, material and workmanship and shall, upon written notice from the Purchaser, fully remedy free of expenses to the Purchaser such defects as developed under the normal use of the said equipment within the period of guarantee.

5.4. The Bank Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the warranty period, subject to fulfillment of the contract in all respects.

5.5. It is expressly understood and agreed that the amount of Performance Guarantee shall not be construed as limiting factor/amount for various liabilities under the contract.

6. EFFECT OF THE CONTRACT:

The contract shall be considered as having come into force from the date of issue of the Letter of Intent/ Order by the Purchaser.

7. PATENT RIGHTS AND ROYALTIES:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the work shall be deemed to have been included in the contract price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard. The Contractor, shall, at his own cost and expense, defend all suit and proceeding that may be instituted for alleged infringements of any patent involved in the works and, in case of any award of damages, the Contractor shall pay for such awards. In the event of any suits or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expense of the Contractor, who shall also satisfy/comply any decree, order or award made against the Purchaser. However, it shall be understood that no such machines, plant, work, material or thing has been used by the Purchaser for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Purchaser shall not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof, furnished by the Contractor, is in such suit or proceedings held to constitute infringement and its use is enjoined, the Contractor shall, at his option, and his own expense, either procure for the Purchaser the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus, or equipment or modify it, so as to make it non-infringing.

8. DELIVERY OF EQUIPMENT:

- 8.1. No equipment/ material shall be dispatched, until dispatch instruction is given in writing to the Contractor.
- 8.2. The Contractor shall deliver the equipments / materials at the place (s) and in the manner as specified in the Contract. The Contractor shall comply with all instructions that may be given by the Purchaser from time to time regarding transportation of the equipment/materials.
- 8.3. Immediately after dispatch, delivery notification of delivery or dispatch in regard to each and every consignment shall be made to the designated consignee and any other personnel as may be specified in the Contract.
- 8.4. In case of any damage or loss occurred in transit, it should be the liability of the Contractor to initiate or pursue the claim with the insurance company. He shall also take immediate steps to repair the damages or to replace the loss and damages as per the instruction of the Engineer-in-charge.
- 8.5. Property or title of the equipment/ goods shall not pass to the Purchaser unless these are actually delivered at the designated place.
- 8.6. The Purchaser shall not be responsible to the Contractor to secure/arrange/provide means of transport. However, if any documentary assistance is necessary to facilitate transportation, these will be supplied to the Contractor to the extent possible.

9. PACKING AND FORWARDING:

- 9.1. The Contractor shall be responsible for securely protecting the equipment, taking special care for protruding parts and such other vulnerable parts as per prescribed standards enforced to withstand the journey and ensuring the safety of materials and also arrival of materials at destination in good

- and original condition for contemplated use, so as to avoid damage under normal conditions of transport, handling and storage at site till the time of erection and such conditions as specified in the contract. The Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.
- 9.2. The Contractor shall notify the Purchaser of the date of each dispatch from his works, and expected date of arrival at site for the information of the Purchaser.
 - 9.3. The Contractor shall also give all dispatch information concerning the weight, size and content, including any other information, which the Purchaser may require. The full particulars of packing shall be submitted by the Contractor before dispatch for the approval of the purchaser.
 - 9.4. The following documents shall be sent to the Purchaser within 3 (three) days from the date of dispatch of Transformers:
 - i) Application for payment addressed to the consignee named at Clause 9.1 below
 - ii) Inspection and test certificate
 - iii) Certificate of waiver, if inspection is waived.
 - iv) Detailed invoice.
 - v) Packing List.
 - vi) Certificate of insurance.
 - vii) Proof of despatch.
 - 9.5. All demurrage and other expenses incurred due to delayed clearance of the material and which are attributable to the Contractor or transportation shall be to the account of the Contractor.

10. INSURANCE:

- 10.1. The scope of Insurance shall be adequate to cover the replacement / reinstatement cost of the equipment from all risks during transportation from the manufacturer's works till receipt at project site including storage at intermediate location during transportation.
- 10.2. The Contractor shall, at his own cost, arrange, secure and maintain insurance as may be pertinent to the works and obligatory in terms of law to protect his interests and the interest of the Purchaser against all possible risks. The form and the limit of such insurance, as defined herein, together with the underwriter thereof in each case, shall have to be acceptable to the Purchaser. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of the contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Contractor and NEEPCO. The Contractor shall deal directly with the insurance company or companies and shall be responsible in regard to maintenance of all insurance covers.
- 10.3. In case of any damage or loss that may have occurred in transit, it shall be the liability of the Contractor to initiate or pursue the claim with the Insurance Company. He shall also take immediate steps to repair the damage or to replace the loss and damages as per the instruction of the Engineer-in-charge without any extra cost to the purchaser.
- 10.4. Any damage or loss to the equipment during handling and transporting to site shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of supply damaged or lost, free of cost including taxes and duties, without waiting for settlement of claim by the insurance company.
- 10.5. All costs on insurance liabilities covered under the Scope as above will be to the Contractor's account and will be included in the contract price.
- 10.6. Risks that are to be covered under the insurance shall include, but not be limited to, loss or damage in transit, riot, strike, malicious damages, civil commotion, weather conditions, landslides, accidents of all kinds, etc.
- 10.7. Notwithstanding the extent of Insurance cover available from the underwriters, the Contractor shall make good the full replacement/ rectification value of all equipment/ materials and ensure their availability without waiting for settlement of claims.

11. INSPECTION AND TESTING:

- 11.1. The equipment to be supplied as per the specification shall be tested as per provision of relevant standard in presence of authorized representative of the purchaser.
- 11.2. The Purchaser and his duly authorized representative shall have, at all reasonable time, access to the Contractor's premises or works and shall have the power at all reasonable time, to inspect and examine the materials and workmanship of the plant/equipment during its manufacture, shop assembly and testing and if part of the plant is being manufactured in another premises, the Contractor shall obtain for the Engineer-in-charge and his duly authorized representatives, permission to inspect it as if the works were manufactured in the Contractor's own premises or works.
- 11.3. The Contractor shall give the Engineer in charge/Inspector minimum 15 (fifteen) days written notice of any material being ready for testing. The Engineer / Inspector, unless the inspection of the tests is in writing waived, shall attend such tests within 15 (fifteen) days of the date of which the equipment is notified by the Contractor as being ready for test/inspection, failing which the Contractor may proceed with the tests which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the Engineer-in-charge duly certified copies of test results in quadruplicate, for approval of the Engineer-in-charge. However, waiver accorded by the Engineer will not absolve the Contractor towards the execution of the Contract in conformity with the terms and conditions of the detailed supply order / stipulations of the bid document.
- 11.4. The Engineer in charge or Inspector shall, within 15 (fifteen) days from the date of inspection as defined herein, give notice in writing to the Contractor, of any objection to any drawings (unless already approved earlier), testing procedures and testing facilities and all/ or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objection and shall make the modifications that may be necessary to meet the said objection at no extra cost to the Purchaser.
- 11.5. When the factory tests have been completed at the Contractor's or sub-Contractor's works, the Engineer/Inspector shall issue a certificate to this effect within 15 (fifteen) days after completion of tests. However, if the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued within 20 (twenty) days of receipt of the Contractor's test certificate by the Engineer/Inspector only when the tests have been carried out as per relevant codes/standards. The completion of these tests, on the issue of the certificate, shall not bind the Purchaser to accept the equipment, should it on further tests after erection, be found not to comply with the Contract.
- 11.6. In all cases where the contract provides for inspection/tests to be carried out, the Contractor shall provide free of charges such items as labour, materials, electricity, fuel, water, stores, apparatus, instruments etc. as may reasonably be demanded by the Engineer in charge/ Inspector or his authorized representative(s) to carry out efficiently such test/inspection of the plant/equipment in accordance with the Contract and shall give facilities to the Engineer / Inspector or to his authorized representative to accomplish testing.
- 11.7. Charges for any special test(s), other than those specified in the Contract, if required, will be paid by the Purchaser. Rate for such special test(s) shall be mutually discussed and agreed.
- 11.8. Immediately after the acceptance of the bid, the Contractor shall submit 4 (four) copies of bill or shop orders for materials purchased/ to be purchased for use in the works or in the manufacture of plant / equipment, which will require inspection/testing by the Corporation's representative at the places other than the Contractor's works before shipment. In such cases, all the above mentioned clauses will apply. When the inspection/test has been satisfactorily completed, the Corporation will issue a certificate to that effect.
- 11.9. Neither the waiver of inspection/testing nor acceptance after inspection and or testing by the Corporation shall relieve the Contractor in way of the responsibility of supplying the equipment/materials strictly in accordance with the specifications, drawings, etc. In any case, the Contractor shall remain fully responsible for satisfactory performance of the equipment/material.

12. WARRANTY:

- 12.1. For a period of 12 (twelve) calendar months from the date of successful commissioning of the equipment or 18 (eighteen) months from the date of dispatch, whichever is earlier, the Contractor shall remain liable to replace any defect and/or rectify any damage/deficiency that may develop or remained undetected in the equipment/works of his own or those of his sub-Contractors. Such defects and/or damage shall be repaired or replaced as per the decision of the Engineer-in-charge

and solely at the cost of the Contractor. The replaced defective parts will be returned to the Contractor at his own expense, unless otherwise arranged. If, during the period of warranty any portion of the equipment/works is found defective and is rectified/replaced, the provision of this clause shall apply to the portion of the equipment so replaced/rectified until expiration of 12 (twelve) months from the date of such replacement/rectification. The rectification/ replacement/ repairs shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable time, the Purchaser may proceed to do the work through any other agency at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor.

- 12.2. In the event of emergency where, in the judgment of the Engineer-in-charge, delay would cause serious loss or damage, repairs, replacement, rectification, adjustment etc. may be done by the Engineer-in-charge or by any other agency chosen by the Engineer-in-charge at the cost of the Contractor and without any advance notice to the Contractor. However, the Contractor will be notified promptly and he shall assist the Purchaser/other agency employed for necessary corrections. This shall not relieve the Contractor from any of his liability under the terms of the contract. In case of defective parts which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-in-charge shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent, in the operation of the equipment.
- 12.3. The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repair/replacement.
- 12.4. In case of defective parts which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-in-charge shall mutually agree to an improvised arrangement to be made by the Contractor to ensure continued plant operation and to a programme of replacement or renewal which will minimize interruption/dislocation to the maximum extent in the operation of the equipment. The cost of transportation and insurance of defective parts from site and of replacement will be borne by the Contractor.
- 12.5. The provision of latent defects shall be applicable up to the end of 10 (ten) years from the date of expiry of guarantee/warranty period. At the end of the warranty period. The Contractor's liability shall cease except for latent defects.
- 12.6. It shall be expressly understood that all expenses in respect of replacement/ repair during warranty period or extended warranty period or as latent defects as noted above, including but not limited to, transportation cost, all taxes, duties and levies as applicable etc. till such spare parts are installed in the equipment after necessary repairs/ replacement and the equipment is put back into operation, will also be to the Contractor's account and no extra cost shall be entertained by the Purchaser.
- 12.7. The provisions contained in the clause will not be applicable:
- 12.8. If the Purchaser has not operated the equipment according to generally approved industrial practices and in accordance with the conditions of operation specified and in accordance with operation manuals, if any.
- 12.9. In case of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

13. GUARANTEES

- 13.1. The Contracting Firm shall guarantee among other things the following:
 - a) Quality and strength of the material used.
 - b) Adequate factors of safety for all parts of equipment to withstand the mechanical and on electrical
 - c) Stresses developed therein. These will be stated in the tender.
 - d) Suitability of the design and workmanship of the equipment for the conditions envisaged in the specification.
 - e) Efficiencies, Temperature rise and other performance data on equipment which shall be furnished in the tender.

- 13.2. The tenderer shall be responsible for replacing at site free of cost any part or parts of the equipment that may prove faulty or fail manufacturing defects on one or more of the reasons given in above within 5 years commencing from the DATE OF COMMISSIONING.
- 13.3. In case of failure of the transformer, the supplier shall take back the faulty transformer from its plinth for repair at their own cost (or replace the transformer with a new transformer) and deliver, at their own cost, unload at the destination station transformer within 45 days, from the date of intimation of defects to the satisfaction of the owner, at free of cost. If the repair/replacement will not be completed within 45 days, then the supplier shall pay penalty @ 0.5% of the contract price for each calendar week of delay from the end of 45 days from the date of intimation of defects. Also, the Purchaser reserves the right for forfeiture of the total Composite Bank Guarantee and all the Securities, available with NEEPCO, in case the Supplier fails to pay the penalty by one month before the expiry of the guarantee period. Also, this will be taken as adverse in all future tenders.
- 13.4. The Contractor shall furnish copies of test certificates of materials used for manufacture and also the test certificates of the tests conducted on the equipment after manufacture. The contractor shall also furnish the test certificate of bought out components for approval by the purchaser.

14. CONTRACT DRAWINGS:

- 14.1. All relevant drawings as defined in the Technical Specifications, shall be submitted by the Contractor to the Purchaser within 3 (three) weeks from the date of issue of the Letter of Intent/detail order. The drawings shall be reviewed by the Purchaser within 2 (two) weeks and shall be modified by the Contractor if any modifications and / or corrections are required by the Purchaser. The Contractor shall incorporate such modifications and / or corrections and submit the revised drawings for approval within 2 (two) weeks from the date on which the comments have been communicated to the Contractor. No extension in contract completion time shall be allowed because of the time consumed in submission and examination of defective drawings and re-submission of corrected drawings.
- 14.2. In addition to the drawings defined in the technical specification, the Contractor may supply any other drawing, which, in his opinion, is necessarily required to describe the equipment in full details.
- 14.3. These drawings, when signed and approved, shall become the property of the Purchaser
- 14.4. After approval, the Contractor shall supply 4 (four) prints of all drawings, design documents & Master CD containing all the drawings, which may be reasonably required for the purpose of the contract.

15. MISTAKE IN DRAWING:

- 15.1. The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer-in-charge or not, provided that if such discrepancies, errors or omissions are due to inaccurate information of particulars furnished to the Contractor by the Engineer-in-charge, any alterations in the work necessitated by reasons of such inaccurate information of particulars shall be paid for by the Purchaser.
- 15.2. If any dimension figures upon a drawing or a plan differ from that obtained by scaling the drawing or plan, the dimension as figured upon drawings or plan shall be taken as correct.

16. REJECTION OF DEFECTIVE EQUIPMENT:

- 16.1. If the Engineer-in-charge shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment or part of the equipment unsound or imperfect or has furnished any equipment inferior to the quality specified, the Contractor, on receiving details of such defects or deficiencies, shall at his own expense, within 15(fifteen) days of receiving his notice or otherwise, and for a period of time as may be decided by the Engineer-in-charge for making it good, proceed to alter, reconstruct or remove such equipment and furnish fresh equipment up to the standard of specifications. In case the Contractor fails to do so, the Engineer-in-charge may, on giving the Contractor minimum 7(seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the equipment so complained of and at the cost of the Contractor, furnish all such portion of equipment, provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any rights under the Contract which the Purchaser may otherwise have in respect of such defects and deficiencies.

- 16.2. In case of such replacement / rectification by the Purchaser, the Contractor shall be liable to pay to the Purchaser the extra cost, if any for such replacement / by delivery and / or erected, as provided for in the original Contract, such extra cost being the difference between the price paid by the Purchaser under the provision above mentioned, for such replacement and the contract price for the plant so replaced. If the Purchaser does not so replace the rejected plant within a reasonable time, the Contractor shall be liable only to repay to the Purchaser all money paid by the Purchaser to him in respect of such plant.
- 16.3. In the event of such rejection, the Purchaser shall be entitled to the use of the plant in responsible and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant.

17. MATERIALS AND WORKMANSHIP / STANDARD:

- 17.1. The Contractor hereby guarantees interalia the following:
 - a) Use of best quality and strength of materials.
 - b) Satisfactory operation during the period of the operation and maintenance period.
 - c) Performance figures as specified for all parts under the severest condition of operation
- 17.2. The Contractor hereby also guarantees that the plant, equipment and materials shall be new and of best quality workmanship and the materials shall have no defect in design and / or manufacture, and shall meet the requirements of the specification and shall be in all respects suited for purposes intended.
- 17.3. The Contractor shall remedy, without any cost to the Owner, all defects in design materials and workmanship which may develop under normal use and which have been called to the attention of the Contractor prior to the expiry of the warranty period.
- 17.4. Any equipment that fails more than 2 (two) times during defect liability period, shall not be repaired but replaced.

18. DEDUCTION FROM CONTRACT PRICE:

- 18.1. All costs, claims, damages or expenses which the Purchaser may have paid for which the Contractor is liable under the contract, shall have to be refunded by the Contractor within 30(thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract.
- 18.2. In addition to the provision of Clause no. 10.1 above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, liquidated damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.
- 18.3. In case of any dispute, the sum of money so withheld or obtained under this clause by the Purchaser will be kept withheld or retained as such by the Purchaser till all the claims arising out of the Contract is either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account.

19. WITHHOLDING PAYMENT:

- 19.1. The Purchaser may withhold the whole or part of any payment for the work claimed by the Contractor which, in the opinion of the Purchaser, is necessary to protect himself from loss on account of:
 - a) Defective work not remedied or guarantees not met.
 - b) Claims filed against the Contractor
 - c) Loss to any other party employed by the Purchaser.
 - d) Incomplete supply.
 - e) Damage or loss to property or equipment of the Purchaser.
 - f) Non-return of equipment/material supplied by the Purchaser when the same is due and
 - g) If legal case is instituted against the Contractor in which the Purchaser may involved directly or indirectly.

- 19.2. When the grounds for withholding payment are removed, payments of the amount due to the Contractor shall be made by the Purchaser without delay but without any interest.

20. COMPLETION TIME - THE ESSENCE OF CONTRACT

- 20.1. The entire scope of supply must be completed within 60 (Sixty) days from the date of award of LOI/Detailed order.
- 20.2. The Contractor shall deliver the equipment at the place and in the manner specified in the Contract. The Contractor shall comply with all instructions, if any, that may be given by the Purchaser from time to time regarding transportation of the equipment.
- 20.3. Property or title of the equipment shall not pass to the Purchaser unless these are actually delivered at the designated place.
- 20.4. The Purchaser shall not be responsible to the Contractor to secure/ arrange/ provide means of transport.
- 20.5. The Contractor's liability for delay in completion shall be as stipulated under the Clause No. 21 of this part.

21. LIQUIDATED DAMAGE:

Time is the essence of the Contract. If the Contractor fails to complete the work in all respects within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage for the breach of the Contract and Liquidity Damage shall be applicable @ $\frac{1}{2}$ %(half percent) of the total value of the undelivered items per week subject to a ceiling of 10% of the ordered value. The delay shall be reckoned for the period between the date of completion as stipulated in the Contract and the actual date of completion. GST as admissible on the penal value shall be levied on the supplier/Vendor.

22. INSTRUCTION MANUAL:

Erection, operation and maintenance manual copies shall be furnished by the Contractor prior to the date of dispatch of the equipment. The manual shall contain all drawings and information required for storage, erection, operation and maintenance of the equipment.

23. EFFECT AND JURISDICTION OF CONTRACT

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

24. DISCIPLINE OF WORKMEN

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

25. CONTRACTOR'S FIELD OPERATION

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

26. BREACH OF CONTRACT:

In case of breach of any terms and conditions, major or minor, of the contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the contract and get it done through any other agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the contract. The decision of the Purchaser in this regard shall be final and binding.


20/04/2021

(Jiten C Das)
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