



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) / (उद्योग विभाग, नई दिल्ली)
135 मे.वा. अगरतला गैस आधारित पावर स्टेशन
135 MW Agartala Gas Based Power Station
अनुबंध एवं प्रापण: प्रचालन स्कंध/Contract & Procurement : Operation Wing
रामचन्द्र नगर, त्रिपुरा (प)/ Ramchandra Nagar, Tripura (W) - 799008



SECTION - I

NOTICE INVITING TENDER(E-TENDER)

e-NIT No. 31/NEEPCO/AGTCCPP/C&P/2021-22 Dated 28-03-2022

The NORTH EASTERN ELECTRIC POWER LIMITED, AgGBPS intends to invite Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from reputed firm for supply and erection of new 11 kV Overhead Line alongwith construction of composite LT Line connecting CST - I and CST - II with ACSR Rabbit Conductor of 135 MW Agartala Gas Based Power Station (AgGBPS). Ramchandranagar, Agartala, Tripura.

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

SCHEDULE		
1.	Estimated Value: (Inclusive all)	₹ 53,55,928/- (Rupees Fifty Three Lakhs Fifty Five Thousand Nine Hundred Twenty Eight) only which is inclusive of GST.
2.	Earnest Money	₹ 107000 (Rupees one Lakh Seven Thousand) only
3.	Tender Fees :	₹ 1000/- (Rupees One Thousand) only.
4.	Last Date & time for Bid submission:	25-04-2022 upto 13:00 Hrs.
5.	Date & time of opening of Bid:	27-04-2022 at 15:00 Hrs.
6.	Validity of Tender:	120 (One Hundred Twenty) 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 & General Terms and Conditions
Section-II	Schedules (I to II)
Section-III	Information to bidders
Section - IV	Technical Specifications
Section - V	Additional Technical Specifications
- 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:

- 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.

Corporate Identification No.- U40101ML1976GOI1658

Website: www.neepco.co.in

email : agtpn.onm@gmail.com

- 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 Cell, NEEPCO Ltd, AgGBPS, 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 "off line" 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 28/03/2022.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 27-04-2022.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 29-04-2022.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 29-04-2022 is a holiday, the bid shall be opened on the next working day at the appointed times. Quotations received through any Off-Line Mode shall not be considered.

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

4. **Earnest Money:** An amount of ₹ 107000 (Rupees one Lakh Seven Thousand) only shall be deposited as earnest money in the form of Bank Draft/Call Deposit from any Nationalized Bank pledged in favour of North Eastern Electric Power Corporation Ltd., payable at Agartala failing which their quotation shall not be



considered. Copy of EMD details is to be uploaded while submitting the bid ON-LINE. EMD for the specified amount must be forwarded in a Sealed Envelope with the firm details and specifying the tender number on the envelope which is to reach O/O The General Manager (C), C&P, AgGBPS, NEEPCO Ltd. prior to opening of the tender (Last date, or, extended date)

If a bidder withdraws the tender while it is under consideration or after placement of order, his bid security/EMD shall be forfeited along with other action, as the Corporation deems fit. The EMD of all unsuccessful bidders shall be returned only after placement of order with the successful bidder.

Payment of EMD and Tender fee shall be made separately, not combined. This has to be done for prompt disposal of their EMD in case bidder has not qualified or not the L1 bidder.

5. **Release of EMD:** (a) The EMD of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after approval of Techno-Commercially evaluation through the same route. **No change of Bank details would be entertained.** (b) The EMD of the Bidders other than L-1 Bidder, will be returned immediately after issue of Order/ Letter of Intent (LOI) to the successful Bidder.
6. **Forfeiture of EMD/Bid Security:** The Bid Security/EMD may be forfeited; (a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof; (b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices during bidding process; or (c) if the bidder does not accept the correction of the bid price (d) in the case of successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement; or furnish the required Initial Security Deposit.
7. **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.
8. **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

9. **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 1000/= (Rupees One Thousand) only shall be submitted in addition to the EMD by the prospective bidders in the form of Bank Draft/Call Deposit in favour of 'North Eastern Electric Power Corporation Ltd.' and payable at 'Agartala' from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. Copy of Tender Fees details is to be uploaded while submitting the bid ON-LINE The Tender Fee should reach the office of the undersigned on or before the date of opening of the tender.

Address of the undersigned : General Manager(C), C&P,
AgGBPS, NEEPCO Ltd.,
R.C. Nagar, Agartala - 799008, Tripura(W).

10. **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.
11. **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. 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 "supply and erection of new Overhead Line alongwith construction of composite LT Line" to any Govt. Department/ 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 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.
6. **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.**
7. If the bidder is MSME registered and comes under SC/ST category, attach the relevant proof along with bid.
8. **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.

9. 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.

10. 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.
11. 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.
12. **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
13. **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.
14. **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 ` 16.06 lakhs.
15. **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.
16. L-1 will be decided by considering the highest annual turnover of current financial year, if two or more bidders / agencies/ firms quote the same amount.
17. **Electronic Reverse Auction (e-RA):**
 - a. "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.
 - b. 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 eRA process.
 - c. 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.
 - d. 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.
18. 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.
19. BOQ format in the price bid is fixed and is inclusive 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.
20. **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.

21. Offline bids shall not be considered.

TECHNICAL SPECIFICATION:

- (i) The detailed technical specification of the items included under the scope of the work are as per the **SECTION -IV**. The same may also be viewed in the Price Bid Form of the tender in the online portal of <https://etenders.gov.in>
- (ii) Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of workmanship, quality and properties of materials and methods of testing, methods of measurements etc. Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revision thereof, if any, up to the date of receipt of tenders. In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge.
- (iii) The work also includes all minor details which may not have been referred to in these documents but are essential for the successful completion of the work in all respect in accordance with standard Engineering practice.

GENERAL TERMS AND CONDITION OF CONTRACT

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

1. **Scope of Tender:** Supply, erection and commissioning of new 11 kV Overhead Line alongwith construction of composite LT Line connecting CST - I and CST - II of 135 MW Agartala Gas Based Power Station (AgGBPS). Ramchandranagar, Agartala, Tripura (West) as per the **SECTION - II**.
2. **Drawing of the complete system showing layout to be submitted by the bidder during bidding process.** Drawing will be approved during technical evaluation.
3. **Time of completion:** The time of completion of supply, erection and commissioning of the system is 90 (Ninety) days from the date of issue of the order.
4. **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.

- a) The Technical Specifications acceptable for New 11 kV Overhead Line alongwith construction of composite LT Line connecting CST - I and CST - II which shall include supply , erection and commissioning at NEEPCO Ltd., Agartala Gas Turbine Combined Cycle Power Plant (AGTCCPP) compatible with the existing system.
- b) The bidder shall have to submit the offer marking the make of each and every item.
- c) Information / document required with the bid -
 - i. The manufacturer and all technical details of the New 11 kV Overhead Line offered and accordingly furnish in the technical data sheet.
 - ii. Reports of all the Type Tests in accordance with the latest applicable standards.
- d) The intending bidder should have experience in execution of contract for Supply and erection of new 11 kV Overhead Line alongwith construction of composite LT Line connecting CST - I and CST - II with

ACSR Rabbit Conductor. 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 2021 should be submitted.

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

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

5. Price Basis:

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

6. Taxes and Duties :

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

7. Payment terms :

(A) Supply Part:

80% (Eighty percent) payment alongwith 100% (Hundred percent) taxes and duties on supply part shall be paid after receipt of materials at site in full and good condition against submission of following documents:

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

Balance 20%(Twenty Percent) payment of supply shall be payable only after expiry of the Warranty/ Guaranty period or CPG of equivalent amount valid for 15 months.

(B) Installation and Commissioning Part:

100% payment shall be payable only after successful erection, testing and commissioning of **materials / Equipments / Hardware / other sundry materials etc.** as per approved lay-out drawing on submission of the invoice(s).

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

- 8. LD clause:** If the Bidder fails to deliver all the materials within the delivery time, NEEPCO'S standard LD-clause shall be applicable. Reduce the contract price by $\frac{1}{2}\%$ (half percent) per week for the un-delivered portion of the material subject to maximum of 10% (Ten percent) of the contract value.

9. CONTRACT PERFORMANCE GUARANTEE (CPG):

Within 10(Ten) days from the date of issue of Letter of Intent the contractor shall furnish a bank guarantee from a scheduled Nationalized Bank for an amount equal to **10 (ten) percent** of the **ordered value** by way of guarantee towards faithful performance of the agreement. The B.G. shall be valid to cover up 3 months after expiry of warranty period as per order.

The contractor shall at his own cost get the validity period extension of Bank Guarantee furnished by him, till the completion of warranty period.

On due completion and commissioning of work(s) in all respects and on expiry of the maintenance or warranty period, the Bank guarantee will be returned to the contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from the purchaser.

The Performance Guarantee shall cover additionally the following guarantees to NEEPCO :

- The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied and erected under the Contract, as per the specifications and documents.

- b) The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from NEEPCO fully remedy free of expenses to NEEPCO such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.

The contract performance Guarantee shall be forfeited:-

- a. If the contractor fails to start the work as per approved BAR CHART for reasons solely rest on him.
 - b. If the contractor left/suspends the work without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of work.
 - c. If the contractor left/suspends the work for reasons which are not acceptable to NEEPCO.
10. **Delivery destination:** All the materials shall have to be delivered to the address of the Consignee as indicated in Purchase Order within 90(Ninety) days from the date of issue of formal order.
11. **Completion Period of Work:** The work shall be executed and completed within **30 (Thirty) days** from the receipt of the materials and handing over the site to the supplier. Site clearance shall be informed on approval of shut down from the competent authority. On the completion of work(s), minutes shall be drawn between NEEPCO and the supplier. Date of such minutes shall be the starting date of calculation of 12 months for warranty coverage.
12. **INSPECTION AND TESTING:** The specified equipment/materials shall be subject to all types of tests at manufacturer's works in accordance with the requirements stipulated by relevant IS. Test reports if conducted on similar materials shall be furnished along with the tender. The purchaser reserves the right to depute his representative to witness all tests at manufacturer's works. The supplier shall provide prior intimation to enable the purchaser to depute his representative. Neither the waiver of inspection nor acceptance after inspection by the purchaser shall in any way relieve the supplier responsibility towards satisfactory performance of the materials. All the test reports shall be submitted and get approved by the purchaser prior to despatch.
13. **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. Necessary storage insurance coverage after receipt of material at AgGBPS site till commissioning will be under the scope of the contractor/supplier.
- i) The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of NEEPCO against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to NEEPCO. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of "Construction & commissioning Contract" shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in a joint name of NEEPCO and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
 - ii) Any loss or damage to the equipment or any material(specified in the Schedule) during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of **Construction & commissioning Contract**. The Contractor shall provide NEEPCO with copy of all insurance policies and documents taken out by him in pursuance of the Construction & commissioning Contract. Such copies of documents shall be submitted to NEEPCO immediately after such insurance coverage. The Contractor shall also inform NEEPCO in writing at least Sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation renewal etc., as may be necessary well in time.
 - iii) The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) **workman compensation risks, loss or damage in transit, theft, pilferage, riot, strikes, social unrest and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc.** The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance

cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/ materials and to ensure their availability as per project requirements.

- iv) All costs on account of insurance liabilities covered under the Contract will be to Contractor's account and will be included in Contract Price, However, NEEPCO may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Construction & commissioning Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.

14. LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the equipment until the successful completion of commissioning as defined else-where in the Bidding Documents.

15. DELAYS BY NEEPCO OR HIS AUTHORISED AGENTS

In case the Contractor's performance is delayed due to any act on the part of NEEPCO or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent of such act on the part of NEEPCO has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the NEEPCO shall be final.

16. DEMURRAGE etc.

All demurrage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

17. GUARANTEE :

- i. The Contractor shall warrant that the equipment shall be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of Twelve (12) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by owner's Engineer in charge of the work when the equipment is under the supervision of the Contractor's supervisory engineer.
- ii. In the event of any emergency, where in the judgment of the owner's Engineer in Charge of work, delay would cause serious loss or damages, repairs or adjustment may be made by him or a third party chosen by him without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the in Charge of work, the Contractor shall be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- iii. If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this clause shall apply to portion of the Works so replaced or renewed until the expiry of Twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the in Charge of work may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which NEEPCO may have against the Contractor in respect of such defects.
- iv. The repaired or new parts shall 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 repairs.

18. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS :

- i. During the performance of the Contract, owner's Engineer in charge of the work shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and 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 Seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the Contractor fails to do so, the Owner's Engineer in charge of the work may on giving the Contractor Seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such work or furnish all such equipment/materials.

- ii. Contractor's full and extreme liability under this clause shall be satisfied by the payment to NEEPCO of the extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by NEEPCO for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by NEEPCO to the Contractor in respect of such defective equipment/material. Should NEEPCO not so replace the defective equipment/materials, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by NEEPCO under the Contract for such defective equipment/materials.

19. CHANGE OF QUANTITIES :

- i. During the execution of the Contract, NEEPCO reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall not be subjected to any limitation for the individual items but the total variations in all such items in all such items including items not covered under the Contract shall be limited to $\pm 25\%$.
- ii. The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in clause 31.0 below. In case, the unit rates are not available in the contract, the same shall be worked out as below: -
 - a) If the rates for the additional, altered or substituted work are specified in the contract, the contractor is bound to carry the additional, altered or substituted work at the same rates as are specified in the contract.
 - b) If the rates for the additional, altered or substituted work are not specifically provided in the contract, the rates will be derived from a similar class of work as are specified in the contract.
 - c) Time for the completion for the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract of the work and the certificate of the owner's Engineer in charge of the work shall be conclusive for approval of the time extension by NEEPCO.

20. **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.

21. **Issue of formal order/ Award of Contract:** The purchaser shall consider placement of formal orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable and are lowest. However, technical feasibility shall be the foremost criteria for award of the contract. Issue of formal orders shall constitute the award of contract on the bidder. The bidder shall, within 10 days of issue of formal orders, give his/her acceptance along with Bank Guaranty (BG).

22. **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.

23. Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents

24. 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.

25. 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.

26. 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 , pandemic
- (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.

27. Termination for Default:

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

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days after receipt of the default notice from the purchaser.
- d) In the event the purchaser terminates the contract in whole or in part, due to non performance of the contractor, the Purchaser may proceed to procure upon such items, works in such manner as deem fit to the purchaser. In such case(s) the PBG and security deposit shall be forfeited.

28. CORRUPT OR FRAUDULENT PRACTICES:- NEEPCO expects the bidders I suppliers I contractors to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, NEEPCO defines, for the purpose of this provision, the terms set forth below as follows;



- i. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution, and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition .
 - a) Will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.
 - b) Will declare a firm ineligible, either indefinitely or for a stated period of time, if NEEPCO at any time determines that the firm has engaged in corrupt/ fraudulent practices in competing for, or in executing the contract.
29. **SUSPENSION OF WORK** : NEEPCO reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for Suspension or reinstatement of the Works will be issued by NEEPCO to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
30. 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.
31. 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.
32. 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.
33. **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. Dy.General Manager (E/M), Store, NEEPCO Ltd, AGTCCPP, Ramchandranagar, Dist: Tripura(W), Agartala, PIN - 799008.
34. **Paying Authority:** The Head of Department, 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. Or to annul the bidding process and reject all the bids, without thereby incurring any liabilities to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the Purchaser.



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

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

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

(Jiten C Das)
General Manager(C),C&P
AgGBPS, 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)