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Miniratna Category-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(भारत सरकार का उद्यम) / (उद्योग विभाग, भारत सरकार)
135 मे.वा. अगरतला गैस आधारित पावर स्टेशन
135 MW Agartala Gas Based Power Station
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. 33 /NEEPCO/AgGBPS/C&P/2021-22 Dated 30.03.2022

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 reputed firm /expert applicator in Industrial Painting for **Supply and High performance anti-corrosion painting of SGT-1 and STG-2 Exhaust Duct Assembly** for NEEPCO, 135 MW Agartala Gas Based Power Station (AgGBPS), R.C.Nagar, Agartala, Tripura.

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

SCHEDULE		
1.	Name of Supply / Work	Supply and High performance anti-corrosion painting of STG-1 and STG-2 Exhaust Duct Assembly
2.	Estimated Value: (inclusive all)	₹ 22,76,203/- (Rupees Twenty-Two Lakhs Seventy Six Thousand Two Hundred Three) Only
3.	Earnest Money	₹ 45,500/- (Rupees Forty Five Thousand Five Hundred) Only
4.	Bid Security Declaration	Format enclosed.
5.	Tender Fees (Including GST):	₹ 1180/- (Rupees One Thousand One Hundred Eighty) only
6.	Last Date & time for Bid submission:	30-04-2022 upto 13:00 Hrs.
7.	Date & time of opening of Bid:	02-05-2022 at 15:00 Hrs.
8.	Validity of Tender:	180 (One Hundred Eighty) Days

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

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

Corporate Identification No.- U40101ML1976GOI1658

Website: www.neepco.co.in

email : agttp.onm@gmail.com

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 30/03/2022.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 30/04/2022.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 02/05/2022.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 02/04/2022 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 ₹ 45,500/- (Rupees Forty Five Thousand Five Hundred) 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 ₹ 1180/- (Rupees One Thousand One Hundred Eighty) 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 Office : 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 / Independent power producer (IPP). Documentary evidence to that effect shall be submitted.
 - a) Three similar completed supplies/works, each of value not less than 40% of the estimated cost.
OR
 - b) Two similar completed supplies/works, each of value not less than 50% of the estimated cost.
OR
 - c) One similar completed supply/work, of value not less than 80% of the estimated cost.

For the purpose of this clause, similar supply/ work supply and Re-painting (Industrial Painting) of STG-1 and STG-2 Exhaust Duct Assembly" 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 Bidder/Firm should be an expert applicator in Industrial Painting in India.
6. The paint scheme should be recommended for C5 -I as per ISO 12944 industry standard Quality and should be approved by COT lab or any other international lab of repute. Bidder to Submit Valid ISO certificate of the product with Bid.
7. Documentation for experience and manpower credentials is mandatory for scrutiny & acceptance.
8. Paint test characteristics should be backed with Test Certificates of In House R&T Lab certified by NABL or any other NABL Lab. Self-attested copy of test reports shall be submitted along with the tender.
9. The Tenderer should have completed satisfactorily at least one similar supply/work during the last 3 (three) years in Central Govt. /Central Autonomous bodies/ Central PSU/State PSU/ State Govt. /Private Sector Similar nature of work/ supply.
10. The bidder shall comply with the Technical Specification of the system as specified in the tender document.
11. The relevant documentary proof in the form of work orders / satisfactory performance Certificates to be submitted with the technical bid.
12. 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.
13. **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 in India and abroad. The Bidders should also confirm that there is no pending litigation on account of executing similar orders.**
14. If the bidder is MSME registered and comes under SC/ST category, the relevant proof should be attached along with bid.
15. **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.
16. 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.
 17. 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.
 18. 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.
 19. **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
 20. **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.
 21. **Minimum Average Annual Turnover (MAAT):** Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than ₹ 6.82 Lakhs.
 22. **Liquid Asset requirement:** The bidder should have liquid assets or / and evidence to availability of unutilised credit facilities of not less than the value as calculated below: Liquid Asset = (Estimated Cost x 2.5)/Completion period in months. The Certificate of Banker regarding the availability of unutilized credit facilities (Fund based and non-fund based) shall not be dated earlier than 30 (thirty) days prior to the latest date for submission of bids. Liquid Asset = Current Asset – (Inventory + Pre-paid expenses).
- In support of above the agency should submit audited Balance Sheet and Profit & Loss Account for last 3 (three) years**
23. **Net Worth:** The Net Worth of the Bidder should be positive.
 24. **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.

25. 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.
26. **Electronic Reverse Auction (e-RA):**
- "Electronic reverse auction" is an online real-time purchasing technique to select the successful bid, which involves presentation by bidders of successively lowered bids during a scheduled period of time.
 - In e-RA, all those bidders who are ascertained to be Qualified & Responsive to the bidding conditions, unless otherwise restricted, shall be invited to participate in the e-RA process.
 - The e-RA shall be conducted for procurement where Bids (including Price Bids) have already been submitted and opened subject to guidelines as may be approved from time to time.
 - The minimum value of decrement in price for the e-RA shall be 0.5% or value deemed to be fit depending upon various aspects pertaining to procurement in question, of the L₁ price evaluated on the basis of Price Bid.
27. **The tender shall be finalized through "Tender cum Auction" i.e. through the tender followed by e-Reverse Auction (e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email.**
28. **BOQ format in the price bid is fixed and is exclusive of GST. The quoted rate shall be treated as per the BOQ Format and no change is permissible irrespective of what is written in the techno-commercial bid document of the bidder.**
29. **e-RA process:**
- The tender shall be finalized through "Tender cum Auction" i.e. through the tender followed by e-Reverse Auction (e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email. NEEPCO will declare its Opening Price (OP), Reserve price (RP), which shall be visible to the all bidders during the start of the Reverse Auction. The Bidder will be required to start bidding after announcement of Opening Price and decrement amount. The start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price with decrement value. The Bidder shall note that, the first online bid that comes in the system during the online reverse auction shall be equal to the auction's start price - (minus) decrement value, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the last Accepted bid rate by one decrement value, or lesser than the last Accepted Rate by multiples of the decrement value.
 - Reverse Auction shall be for a period of 1 Hour (60 minutes). If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. The bidder shall note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction.
30. Offline bids shall not be considered.

GENERAL TERMS & CONDITION OF CONTRACT

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

1. **SCOPE OF WORK:** The scope of work shall include but is not limited to;

- Re-painting of STG1 and STG-2 Exhaust Duct Assembly
 - Pre-treatment before surface preparation
 - Preparation of surfaces
 - Primer Coat Painting
 - Intermediate & Finish Coat Painting
- All bidders are requested to visit the plant and visit the SGT-1 and STG-2 Exhaust Duct Assembly locations prior to their bid submission and make themselves aware of the existing work and understand the actual requirement for the work.
- Drawing of the complete system showing layout to be submitted with the bid.

2. **Price Basis:** Bidder shall quote the price as **FOR**, AgGBPS 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.
3. **TAXES AND DUTIES:**
- The rate quoted by the bidders 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.
4. **TIME OF COMPLETION:** The time of completion of supply of the painting materials shall be completed within 60 days (Sixty Days) from the date of issue of the order. 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.
5. **DEFECT LIABILITY PERIOD:** Defect liability period of the work as a whole shall be 1 (One) year from the date of completion of the work.
6. **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.
- The bidder shall have to submit the offer of only one make.
 - Information / document required with the bid
 - The manufacturer and all technical details of the equipments.
 - Reports of all the Type Tests in accordance with the latest applicable standards.
- Part-II (Price bid) :** Price bid should clearly indicate group-wise price and submitted On-Line. The technical bid shall be opened first to judge/evaluate the technical specifications. Thereafter the price bid of only technically qualified bidders will be opened. Un-successful Technical Bid shall be considered as stands cancelled. Price Bid of such bidder shall not be opened.
7. **PAYMENT TERMS : 90% (Ninety Percent) payment** alongwith Hundred percent (100%) taxes and duties shall be paid after completion of the work in all respect shall be paid after completion of work in all respect and **balance 10% (Ten Percent) payment** shall be released on expiry of Defect Liability period of **1 (One)** year from the date of completion work
8. **SECURITY DEPOSIT :** 10% (Ten percent) security deposit will be deducted from the bill(s) for due performance of the work and the same shall be released on expiry of Defect Liability period of **1 (One)** year from the date of completion. In case, any defect is noticed during the Defect Liability Period, the contractor will have to rectify/correct the same at his cost and risk; else NEEPCO will get the work done at the cost and risk of the Contractor.
- Alternatively,** 100% (Hundred percent) payment along with 100% (Hundred percent) taxes and duties shall be paid after completion of the work in all respect and 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 Nationalized / Scheduled Bank of India and to be submitted within 01 (one) month from the date of issue of Work Order.
9. **DETAIL METHODOLOGY OF EXECUTION:** The detailed methodology of execution of the work shall be submitted by the contractor to the Engineer-in-Charge before commencement of the work and get it approved. However, this will not relieve the Contractor from his responsibility.

The Contractor shall have to supply all materials and labours etc. required for the work for successful completion of the same in all respect. The brand, specification and quality of all materials to be used for execution should be duly approved by the Engineer-in-charge. In addition to this, all the materials entering the work site must be accompanied by the corresponding Challans/ Money Receipt/ TP & TC .etc. and entries of the same must be made at the relevant Security Gates of the Colony Complex of AgGBPS, NEEPCO Ltd.

10. CONTRACT PERFORMANCE GUARANTEE (CPG):

Within 30(Thirty) days from the date of issue of Letter of Intent/Order 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 90 (Ninety) days after expiry of warranty period as per purchase order.

The contractor shall at his own cost get the validity period extension of Bank Guarantee furnished by him, till the completion of warranty period. On due completion and commissioning of work(s) in all respects and on expiry of the maintenance or warranty period, the Bank guarantee will be returned to the contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from the purchaser.

- 11. LD CLAUSE:** If the Bidder fails to deliver all the materials within the delivery time and not completed the entire work in totality in time, NEEPCO'S standard LD-clause shall be applicable. Reduce the contract price by ½% (half percent) per week for the un-delivered portion of the material subject to maximum of 10% (Ten percent) of the contract value.
- 12. CHANGE OF QUANTITY:-**The purchaser reserves the right to vary the quantities of any or all the items as specified in the technical specifications/schedules as may be necessary based on requirement. No correspondence shall be entered into regarding quantity variation.
- 13. WARRANTY:** The Contractor warrants that all materials and/or workmanship shall be of the desired quality and standard and the materials supplied shall be suitable for the purpose for which the same intended to be used. The Contractor shall guarantee that the materials shall be in strict compliance with the specification and requirements agreed upon and further agrees that all materials/goods shall be replaced as the case may be at his own expense, in case the same have been found defective in respect of materials, workmanship, design or process of manufacturing within a period of 12 (twelve) months after the same have been put into use or 18(eighteen) months from the date acceptance of goods by NEEPCO, whichever is earlier.
- 14. 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.
- 15. ISSUE OF FORMAL ORDER/ AWARD OF CONTRACT:** The purchaser shall consider placement of formal order for commercial supplies on the bidder whose offer 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 (Ten) days of issue of formal orders, give his/her acceptance along with Bank Guaranty (BG).
- 16. 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.
- 17. INSURANCE:**
- (a) Workmen's Compensation Insurance :
- This Insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1923(Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's compensation Act, 1948. The liabilities shall not be less than :
- Workmen's Compensation : As per statutory provisions
- Employee's liability : As per statutory provisions
- (b) Comprehensive General Liability Insurance :
- The Insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.
- (c) The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract

18. WORK AND SAFETY REGULATIONS:

- (a) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to employer or to others, working at the Site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and Engineer-In-charge, as he may deem necessary.
- (b) In case of any accident during the services under this contract or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer-In-charge in prescribed form and also to all the authorities envisaged under the applicable laws. **Liability/responsibility in case of any accident causing injury/death to painting worker or any of his staff be of the Firm. NEEPCO shall not be responsible by any means in such cases.**
- (c) The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and Employer Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

19. EFFECT AND JURISDICTION OF CONTRACT: The contract shall be considered as having come into force from the date of issue of the Order. 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.

20. SETTLEMENT OF DISPUTE:

- a) Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the In-Charge, Canteen services, subject to a written appeal by the Contractor to the In-Charge, Canteen Services, whose decision shall be final to the parties hereto.
- b) Any dispute or differences, including those considered as such by any of the parties arising out of or in connection with the Contract shall be to the extent possible, settled amicably between the parties. If the dispute could not be amicably settled between In-charge, Canteen services and the Contractor, then the same should be referred to NEEPCO prior to proceedings for Arbitration.
- c) If any dispute or difference of any kind, whatsoever, shall arise between the NEEPCO and the Contractor, arising out of the Contract for the performance of the works, whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the In-charge, Canteen services or his authorized representative, who within a period of 30 (thirty) days after being requested by the Contractor to do so give written notice of his decision to the Contractor.
- d) Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be effect to by the Contractor who shall proceed with the works with all due diligence, whether he or the purchaser requires Arbitration, as hereinafter provided or not.
- e) If amicable settlement cannot be reached then all dispute issues shall be settled by Arbitration as provided for in the Contract.

21. 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.

22. 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.

23. ARBITRATION: Except where otherwise provided, if at time, any question of a dispute or difference of opinion whatever shall arise between the Contractor and the Corporation upon or in relation there to or in connection with this Contract, either of the parties may give to the other notice in writing, of the existence of such questions, disputes or differences and if the matter is not settled amicably by

and between the parties and on rejection, such matter of dispute or difference of opinion shall be referred to the Arbitration strictly in accordance with the provision contained in the **Arbitration and Conciliation Act 1996 (Act. No. 26 of 1996)**, and any amendment thereto and any rules made there under and to such other order or orders, instruction issued by the Government of India time to time in this connection. The venue of Arbitration for shall be Agartala, India.

- 24. 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.

25. 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.

- 26. FORCE MAJEURE CONDITION:** Force Majeure is defined as any cause which is beyond the control of either the Corporation or the Contractor and is defined as below :

- i. War (Whether declared or not), hostilities invasion, act of Foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war.
- ii. Contamination by Radioactivity from any nuclear fuel or from any nuclear waste or radioactive materials.
- iii. Pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speeds.
- iv. 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).
- v. Damages due to any political and religious incidence.
- vi. Act of terrorism.
- vii. 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.
- viii. Martial law, damage from air craft, nuclear fission, nuclear reaction, nuclear radiation or radioactive contamination.
- ix. Epidemics.
- x. Fire (not caused by negligence of the contractor/its sub-contractors/ their personnel) and
- xi. 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. Paying Authority:** The Head of Finance, NEEPCO Ltd., AgGBPS, Ramchandranagar, Agartala-799008.

28. Any bid containing false statement(s) will be rejected and action shall be taken as per Terms and conditions of the tender documents
29. 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.
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. Unsigned 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. 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.
34. The contract must not be sub-let without the permission of the Corporation.
35. 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.
36. 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 initialed by the bidder.
37. 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.
38. NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
39. 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.
40. 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.


General Manager(C), C&P
NEEPCO Ltd., AGGBPS

**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)