



North Eastern Electric Power Corporation Ltd.
(A Government of India Enterprise)
An ISO 9001, 14001 & OHSAS 18001 Corporation

CONTRACT & PROCUREMENT CELL

KOPILI H.E. PLANT::DIMA HASAO DISTRICT::UMRONGSO – 788931

Website-www.neepco.gov.in

Phone: 03670-288241, Fax: 03670-288240/288254

Detailed Notice Inviting Tender no. : KHEP/ C&P (E)/ 2014/ 213 Dated 03.12.2014

Sealed tender with minimum 120 (One hundred & twenty) days validity are invited from the manufacturers/ authorized dealers for supply and delivery of SS plates as per following Scope of works and Terms & Conditions for Kopili P.S. of Kopili Hydro Electric Plant , NEEPCO Ltd. ,Umrongso .

Scope of Works: The scope of works covers the followings –

- i) Supply and delivery at site of Stainless Steel plates as per materials specification and quantity indicated below.

S.N.	Item specification	Quantity
1	SS. PLATE ASTM A240 TP 304L-CR Bright Annealed and Pickled Size: 1250mm X 6000mm X 3mm Thick	2845Kg. (15 Pcs.)

- ii) Materials should be supplied in standard size & weights with minimum numbers required to fulfill the above quantity requirement. Standard size & weight of the materials offered should be indicated.
- iii) Each size and weight of the materials shall be legibly marked with manufacturer's name of brand specification number and grade.
- iv) The standard size and weight of the materials offered should be indicated. A maximum quantity variation of $\pm 10\%$ only shall be allowed.

Terms and Conditions:

- The bid should be submitted in Sealed Envelope super scribed with “**Tender for Supply of SS Plates against NIT no. KHEP/ C&P (E)/ 2014/ 213 Dated 03.12.2014**”.
- Bidder should state their Tax payer Identification Number, CST / VAT Registration No. and PAN without which Bids may be summarily rejected.
- Authorized dealers should submit valid authorized dealership certificate along with the tender.
- Documentary evidence (supply order copy) regarding execution of orders for similar nature of work to Government / PSUs during the last two years ending 31/03/14 will have to be submitted alongwith the bid. Non-submission of copy of certificate or supply orders may result in disqualification.
- Price Basis:** The Price shall be quoted on FOR Umrongso basis indicating all charges towards freight and transit insurance and Taxes & Duties. All prices and rates shall be clearly indicated both in figures and in words.
- Taxes & Duties:** Taxes and duties will be paid at actual prevailing at the time of dispatch against submission of documentary evidence.
- Earnest Money Deposit :**EMD @ 2% of quoted value in the form of DD duly pledged in favour of NEEPCO Ltd. , Umrongso (SBI branch code: 4812) should be submitted along with the tender. Tenders without EMD shall be summarily rejected.
 - EMD submitted by successful bidder shall be retained as security deposit towards satisfactory execution of the order and will be released only after delivery of the entire quantity of the SS Plates to the satisfaction of the Corporation.
 - EMD of all unsuccessful bidders will be returned only after finalization of the bid.
 - If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited along with other action as per norms of the Corporation.

8. **Delivery Period:** The materials shall be delivered at site within 10(ten) weeks from the date of issue of order.
9. **Liquidated damage:** LD @ 0.5% on the contract value for per week of delay in delivery subject to a maximum of 10% on the contract value shall be applicable.
10. **Guarantee / Warranty :**
- 10.1 The SS materials to be supplied shall be guaranteed /warranted against any manufacturing defects for a period of 18 months from the date of dispatch.
- 10.2 The successful bidder shall supply the SS materials to the satisfaction of the Engineer-in charge. Defective materials shall be replaced by the supplier at free of cost immediately on intimation.
11. **Contract Performance Guarantee:** Within 20days from the date of issue of order, the contractor shall furnish a Bank Guarantee in the prescribed format (Annexure-I) from a Nationalized Bank for an amount equal to 10% of total basic price of the material value by way of guarantee for the due and faithful performance of the contract. The Bank Guarantee shall initially be valid for such a period to cover ninety days after the warranty / guarantee period.
12. **Payment:** The supplier may choose any one of the payment terms stated below –
- a) 100% payment inclusive of all taxes and duties shall be made on receipt of materials at site in full & good condition and against submission of bill.
- OR
- b) 90% of the total basic price along with 100% taxes and duties shall be made after receipt of materials at site and against submission of bills in triplicate to the consignee. Balance 10% of the total value shall be retained as Contract Performance Guarantee and shall be released only after three months from the date of expiry of guarantee period in the event of non submission of BG against Contract Performance Guarantee (clause no.11).
13. **Testing:**
- 13.1 The materials to be supplied shall be tested at supplier's works as per provision of relevant standard and the test certificates should be forwarded to the purchaser for obtaining dispatch clearance.
- 13.2 The test certificate shall include a report of chemical test analysis, mechanical test, product analysis, non-destructive test in accordance with relevant standards.
- 13.3 Neither acceptance of test reports nor accordance of dispatch clearance shall in any way relieve the supplier from their responsibility towards satisfactory performance of the materials delivered at site.
14. **Submission of Bid:**
- 14.1 The duly signed bid should be submitted in sealed envelope superscribed with “**Tender against NIT No. KHEP/C&P(E)/2013/ 213 dtd. 03.12.2014**” to O/o the Sr. Manager(E),C&P by means of registered post or in person only under the bidder's letter head with details like complete address, telephone/ fax no. , dealing person etc. so as to reach at this end on or before the due date. Offer received through fax / mail / telegram etc. shall not be acceptable.
- 14.2 **A signed copy of the tender specification (detailed NIT) must be submitted along with the bid in acceptance of NIT conditions. The tender specification may be downloaded from Corporation's website www.neepco.gov.in w.e.f 03.12.2014.**
15. The bids will be opened at the time and date mentioned below in presence of authorized representative (if any) of the bidders. No electronic recording device will be permitted during opening of the bids.
- i) Last Date and Time of receipt of bids : 15:00 hrs of 3rd January , 2015
- ii) Date and Time of opening of bids : 15:00 hrs of 3rd January , 2015

16. Bids received later than the prescribe time limit shall be disposed off as per Corporation's norms for late receipt of bids.
17. All texts and amounts of the bid shall be legibly written. The language and currency applicable are English and Indian currency respectively. In case of any discrepancy between figures and words, the amount indicated in words will be considered. In case of any discrepancy between unit rate and total amount, the total amount evolved by multiplying unit rate and quantity shall be considered. In case of discrepancy between lumpsum amount and breakup, the lumpsum amount shall prevail. In such case the bidder shall adjust the breakup as and when requested for billing purpose.
18. The quantity of the SS Plates to be supplied as mentioned in the NIT is indicative and is liable to change during the time of placing the order.
19. Any action on the part of the bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be acceptable.
20. The Corporation does not bind itself to accept the lowest tender and reserves the right to waive any formality in regard to submission of tender or to reject any or all tenders without assigning any reason thereof in the interest of the Corporation.

Sr. Manager (E/M), C&P (E)
KHEP, NEEPCO Ltd., Umrongso
Dima Hasao, Assam

Proforma of Bank Guarantee for Contract Performance
(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date

To,

.....
.....

Dear Sir,

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

.....
with its Registered/Head Office at

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

.....
(Rupees.....)

only for

(scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

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

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

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

Not withstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of200 at

Witness

.....

(Signature)

.....

(Name)

(Signature).....

(Name)

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

.....

(Official Address)

Dated

- Note; (1) This sum shall be ten percent (10%) of the "Contract Price".**
(2) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
(3) The BG shall be submitted preferably from a Nationalized Bank