



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)/ 2015/ 218 Dated 08.01.2015

Sealed tender with minimum 120 (One hundred & twenty) days validity are invited from the experienced firm /contractor for repairing of 132/33 KV , 3 Phase, 5 MVA Station Service Transformer (SST) of Kopili Power Station at KHEP , NEEPCO Ltd. , Umrongso, Dima Hasao Assam.

Last date and time for submission of bids : 15:00 hrs. 10.02.2015
Date and time for opening of bids : 15:30 hrs. of 10.02.2015
Earnest Money Deposit : ₹. 65,000.00 (Rupees Sixty Five Thousand)
Tender Fees : ₹ 2000/- (Rupees Two Thousand)

The specification / rating of the transformer to be repaired is as furnished below.

S.N.	Particulars	Specification / rating
1	Make	Bharat Bijlee Limited
2	SL.No.	2273/1
3	IS Specification	2026-977
4	Capacity	5 MVA
5	HV Voltage	132kV
6	LV Voltage	33kV
7	HV Current	21.85Amp.
8	LV Current	875 Amp.
9	Phases	3 Phase
10	Frequency	50 Hz.
11	Vector Group	YNynO
12	Cooling	ONAN
13	Nos. of Taps	5 nos.
14	Tapping	Off Circuit Tap Switch
15	Guarantee Max. Temp rise in oil / winding over an ambient temperature of 50°C	45°C / 55 °C
16	Insulation Level	HV KV : 230KV / 550 KV _p HV _n KV: 38 KV / 95 KV _p LV KV :70 KV/ 170 KV _p

Scope of Works : The broad scope of the work shall cover but not limited to the following items. Any other service / assistance which may not be specifically mentioned in this contract but felt necessary for proper maintenance of the equipment / system shall also be deemed to have included in the scope of this contract for which no additional charges shall be paid.

S.N.	Scope of Works
1.	Dismantling of transformer Core & Winding etc. , cleaning of all parts of transformer including Core , radiator , tubes , conservator tank , reassembling of Core – Coil etc and tanking of Transformer, Overhauling of OLTC
2	Making of new HV Coils with new insulation and varnishing
3	Making of new LV coil with new insulation and varnishing
4	Cost of providing new insulation for tap leads
5	Supply of fresh transformer oil standard quality as per IS-335 / 83
6	Supply of Silica Gel Breather with fresh Silica
7	Supply of gaskets (Rubber Cork Sheet)
8	Sundry Items viz:: cover bolts , plug, caps , screw , washer valve , insulation materials , minor repairing of transformer or other parts which is required
9	Painting of transformer (Inside & Outside) including radiators , conservator etc.
10	Transportation of Transformer from Umrongso to Guwahati and Back to Umrongso after repairing including loading – unloading
11	Installation of the transformer (including fitting of all accessories, dragging of transformer etc.)
12	Damage Leg coils to be retained by the contractor
13	Old / Damaged oil to be retained by the contractor

Terms and Conditions:

1. Qualifying requirement :

- 1.1 The bidder should have experience of undertaking similar works i.e repairing of Distribution / Station Service transformer having equivalent / similar rating in any Govt. Dept./ PSU and should have successfully executed at least 3 similar works during the last seven years . Alternatively, the bidder should have experience in manufacturing of Distribution / Station Service transformer of similar rating or above and should have successfully supplied to any Govt. Dept / PSU during the last seven years.
- 1.2 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.
- 1.3 Certificate in proof of satisfactory completion of the similar works / performance certificate from the end users shall be submitted by the bidders.

2. Earnest Money Deposit :

- 2.1 A bid guarantee for Rs. 65000 shall accompany each bid. The Bid Guarantee offered shall be in one of the following forms :

- a) A crossed bank draft in favour of North Eastern Electric Power Corporation Limited, payable at Garampani , Umrongso (SBI code 4812)

OR

- b) An irrevocable bank guarantee issued preferably by any Indian Nationalized Bank in favour of North Eastern Electric Power Corporation Limited in the prescribed format. Proforma of bank guarantee (BG) in the format (Annexure-I) furnished in this tender specification .

- 2.2 The Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a period of 180 (One Hundred Eighty) days from the date set for opening of bids. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from the Corporation. All bank charges shall be borne by the bidder.

- 2.3 The Bid Guarantee of the successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Contract Performance Guarantee furnished by the bidder.
- 2.4 The Bid Guarantees of the unsuccessful Bidders, whose Techno-commercial bids have been evaluated to be acceptable, will be returned only after awarding the contract to the successful bidder. However, the bid guarantee of the techno-commercial unsuccessful / rejected bidders shall be returned after completion of techno-commercial evaluation.
- 2.5 Any bid not accompanied by a Bid Guarantee will be rejected.
- 2.6 No interest will be payable by the Corporation on the Bid Guarantee submitted by the bidder alongwith his bid.
- 2.7 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

3. **Preparation and Submission of tender papers :**

- 3.1 On any working days before the date of submission of tenders, any prospective bidder may inspect the defective transformer at Kopili Power Station site of KHEP , NEEPCO Ltd. , Umrongso, Dima Hasao District , Assam.
- 3.2 Bid should be submitted in 2(two) sets consisting of the original and copy , each bid should be clearly marked as original or copy respectively on the front page of the bid of the bid.
- 3.3 The dully signed tender shall be submitted in a properly sealed envelope . The Tender Fees & EMD , the Techno commercial bid & price bid should be kept in separately sealed envelopes , properly identified and kept together in one properly sealed envelop superscribed with “ Tender for repairing of Station Service Transformer of 4 X 50 MW Kopili Power Station of KHEP , NEEPCO Ltd. against NIT no.: KHEP/C&P(E)/2015/218 DATED 08.01.2015”.

- 3.4 The Sealed envelope shall contain the following sealed covers .

Sealed Cover 1:	Tender Fees and EMD.
Sealed Cover 2:	<ol style="list-style-type: none"> i) Techno commercial bid including documents in support of qualifying requirement ii) 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.
Sealed Cover 3 :	Price Bid

- 3.5 On the date fixed for opening of bids, the sealed cover 1 shall be opened first. Any bid not accompanied by the requisite bid guarantee and document in support of qualifying requirement shall be rejected by the Corporation and the second & third sealed envelope shall not be considered for opening/ further processing.
- 3.6 Offers / bids submitted by fax / email shall not be entertained and such offers / bids shall be rejected. Each bid shall have to be submitted either in person with authorization letter or by registered post in a sealed envelope in the following address-

The Senior Manager(E/M),C&P
KHEP, NEEPCO Ltd. , Umrongso
District Dima Hasao , Assam -788931

Phone: 03670-288241, Fax : 03670-288240 / 288254
Email: contract_khep@rediffmail.com

- 3.7 Bidders shall ensure receiving of the bids at the specified office by the date and time indicated in the tender specification .
- 3.8 Bids submitted / sent by post must be sent by registered post with acknowledgement in advance so as to reach the above address by the schedule date and time. Any bid after

the due date and time of submission, even on account of delay on the part of the postal authority will be rejected. The bidders are therefore requested to ensure in their own interest that their bids are delivered in time. NEEPCO will not be held responsible for delay or loss of documents.

- 3.9 The bid will be opened at the time and date set for opening of bids, in presence of representatives of bidders. Bidders authorised representative shall be permitted to attend the bid opening only on production of authorization letter. In the event that the day for opening of bids is holiday, the bids shall be opened on the next working day. No electronic recording device will be permitted during bid opening.
- 3.10 Bids received later than the time and date fixed for the receipt of bids will be rejected and such bids if so desired by the said bidder may be permitted to be collected back by the such bidder at this own cost provided such requests are received within 7 (seven) days from the date of bid opening.
- 3.11 All text and amounts of the bids shall be legibly written. The language and currency 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 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 be considered. In such case, the bidder shall adjust the breakup as and when requested for billing purpose.
- 3.12 Any action on 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.
- 3.13 The Corporation reserves the right to accept or reject all or any of the tender without assigning any reason thereof and is not bound accept the lowest bid.
- 3.14 No separate tender document shall be issued against this NIT.

4. **Terms & Conditions :**

- 4.1 **Price:** The bidder should quote their price for the entire Scope of works as indicated in the NIT. The quoted prices shall remain FIRM during the currency of the contract and till completion of the work in all respect. All charges towards freight & transit insurance, taxes & duties insurance, taxes & duties and insurance during storage / repairing at contractor's works shall be considered by the bidders. All prices and rates shall be clearly indicated both in figures and in words. Applicable rates of taxes and duties shall be clearly indicated in the bid.
- 4.2 **Payment terms:** 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.
- 4.3 **Completion Period:** The repairing of the transformer shall be completed within 60 days from the date of issue of order. The job completion period shall be counted from the date of receipt of order and till the date of completion of transformer testing.
- 4.4 **Insurance :** The contractor at his own cost shall arrange transit insurance for transportation of the defective transformers from project site to contractor's works and transportation of the repaired transformers from contractor's works to project site. The contractor shall also arrange insurance coverage of the transformer against any loss / damage during the period of repairing / storage at their works. Transit Insurance should be upto at least 30 days after receipt of materials at site to facilitate intimation of transit loss/ damage (if any).

- 4.5 **Liquidated Damage:** Time is the essence of the contract. If the performance / work completion period of the contract is delayed beyond the dates stipulated in the contract due to reasons attributable to the Contractor, the Corporation shall, without prejudice to his right, recover the damages for breach of the contract by reducing the contract price by 1/2 % (half percent) per week delay in completion time, subject to a maximum of 10% (fifteen percent) of the contract price.
- 4.6 **Contract Performance Guarantee:** Within 20days from the date of issue of order, the contractor shall furnish a Bank Guarantee in the prescribed format (Annexure-II) furnished in this tender specification . The CPG may be issued 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.
- 4.7 **Guarantee / Warrantee:** The repaired transformer shall be warranted / guaranteed against defective repairing or faulty performance of the repaired transformers for a period of 12 months from the date of completion of repairing works.
The contractor shall repair / rectify the defect at their own cost immediately on receipt of intimation from this end.
- 4.8 **Testing of equipment :**
- 4.8.1 The repaired transformers shall be tested as per relevant standard at the contractor's works. The tests shall be performed in presence of the Corporation's representative. For deputation of an authorised representative for inspection and to witness such tests advance intimation prior to the tests shall be given to the Corporation.
- 4.8.2 After all the tests have been completed, test certificates are to be forwarded to the office of the undersigned for approval. Each report shall contain the following information.
- a) Complete identification data, including serial number of the transformer tested.
- b) Method of application where applied, duration and interpretation of result for each transformer.
- 4.9 **Inspection and dispatch clearance:** The repaired transformers shall not be dispatched from the contractor's works without inspection of the purchaser or his authorized representative or otherwise given dispatch clearance by the purchaser in writing.

Encl.: 1. BG Format (Annexure-I &II)

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

FORM OF BANK GUARANTEE
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

Guarantee No..... Place.....

Date.....

To,

.....
.....
.....

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with the..... Project, vide NIT No..... dated and whereas (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending bidder should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs.....(Rupees.....) only alongwith the tender.

Now, therefore this witnesseth:-

We, the
(Name & address of the Bank)

having registered office at.....(hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of **eight calendar months** from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs.....(Rupees) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Corporation shall be final and shall be accepted by the Bank without any reference to the contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee the Corporation shall be at liberty to act as though the Bank were the principal debtor:

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed:

That the liability under this Bank Guarantee, shall not exceed Rs.....
(Rupees.....)
.....)only.

That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

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.

In witness where-of I.....the agent / Manager of the Bank, who is duly authorised in this behalf as per rules of the Bank hereby set my hand and seal to this on this day of.....

Witness

(Signature).....
(Name)

(Signature)
(Name)

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

(Official Address)

.....

Dated

Note:- (1) The BG shall be submitted preferably from a Nationalized Bank.

Proforma of Bank Guarantee for Contract Performance **ANNEXURE -II**
(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 notwithstanding 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.

Notwithstanding 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).....
(Signature)	
.....	(Name)
(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