



ISO-9001-2000

ISO-14001-2000

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Govt. of India Enterprise)

ASSAM GAS BASED POWER PLANT

BOKULONI 786191, Dist. Dibrugarh, Assam

Phone: (0374) 2825505, Fax: (0374) 2825349

NOTICE INVITING TENDER No. AGBP/ST&Aux/CTC/2014-15/04 dtd. 22-11-2014

Sealed tender with 180 (one hundred eighty) days validity are invited for the work mentioned hereunder from experienced contractors / firms having past experience of executing similar nature of works in large scale combine cycle/steam based thermal power plants not less than 30 MW in any PSUs, Govt. Department or any other reputed Industrial organization in India and the same will be received by the undersigned **up to 11:00 hrs of 12.12.2014 and shall be opened at 12:00 hrs of the same day and place, in presence of the contractor or their authorized representative.**

Name of the work: Cleaning of condenser tubes of 3 (Three) nos. of 30 MW steam turbine surface condenser having 8036 nos. of tubes in each condenser, tube length: 5500 mm, ID: $\frac{3}{4}$ ", WT: 20 BWG, tube material: SS of Assam Gas Based Power Plant in the following steps:

- Pre hydro jetting through condenser manhole to remove any loose scale, debris and making through all the tubes for passage of chemical circulation.
- Chemical soaking and chemical circulation to remove hard scale (required chemical shall be issued by the Corporation on free of cost and the specification of chemical is MAX Clean-5 & 6, a branded product of Thermax Ltd..
- Final hydro jetting to remove all the scales from the tubes.

Scope of work: The brief scope of work under this contract is to supply necessary materials, tools, machineries, preparation of site and to clean the condenser tubes of the three steam turbines of Assam Gas based Power Plant by pre hydro jetting, chemical softening & chemical circulation (chemical shall be issued by the corporation at free of cost) followed by final hydro jetting to remove all the scale deposits inside the condenser tubes, without damaging the parent metal and the polished tube surface. Necessary measurements & monitoring (if any) during process of work, including supply of the monitoring equipments, materials shall be within the scope of this contract. Provision of adequate number of technically qualified & experienced personnel and their supervisor shall be within the scope of the contractor.

Contractor shall provide any consumable required for carrying out the aforesaid work successfully.

Detail scope of work is mentioned at Section 1.C.2 of this tender document.

Validity: The validity of the tender is 180 (one hundred eighty) days from the date of opening of tender.

Eligibility criteria:

1. Intending bidder must have experience in executing similar nature of work with any Power Sector PSUs, Govt. or any other reputed Power Sector or other Organizations utilizing similar type of condensers and shall have to submit their credential along with the tender.
2. Intending bidder/firm must have valid labour license.

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वरिष्ठ प्रबंधक (वि/ या)
Sr. Manager (E/ M)
एस टि और ऑगजिलेरि डिभिजन
S.T. & AUX. Division
एजी वी पी, नीपको लिमिटेड, बकुलुनी
G.B.P., NEEPCO LTD., Bokuloni


3. Intending bidder must have registration under P.F and must have valid P.F. No.
4. The bidder / firm must produce valid sale tax clearance certificate and PAN card.
5. Intending bidder must have service tax registration.

Tender Submission & Opening: Tender shall be received up to **11:00 hrs of 12.12.2014** and shall be opened at **12:00 hrs of the same day** and place, in presence of the contractor or their authorized representative. NEEPCO will not be responsible for any postal delays in receipt of the tender beyond 11.00 hrs of 12.12.2014 and no relaxation will be given for any delay as such.

Earnest money: The Completed tender should be accompanied by Earnest Money of 2% of quoted rate (1% in case of SC/ST) in the form of Call Deposit / Bankers Cheque / Demand Draft from a Nationalized Bank in favour of NEEPCO Ltd., AGBP, payable at the State Bank of India, Bokuloni Chariali Branch (Branch Code: 9143), Bokuloni, Dist. Dibrugarh (Assam), PIN: 786 191. Tenders not accompanied with requisite EMD or Tenders accompanied with EMD of inadequate value may not be entertained and in such cases tenders shall be rejected.

Other Conditions:

1. Tender shall be submitted in sealed envelope containing EMD, Qualification Documents & Bid, superscripting the envelope as **"Bid for Condenser Cleaning at AGBP" against NIT No. AGBP/ST&Aux/ CTC/2014-15/ 04 dtd. 22-11-2014.** (Please refer Clause 1.A.1)
2. NEEPCO reserves the right to verify bidders' capability and capacity both in terms of technically or commercially or financially to perform the contract as well as to verify the authenticity of any or all documents produced/submitted by the Bidders.
3. Tender submitted over e mailed or Faxed shall not be considered.
4. NEEPCO reserves the right to cancel this NIT without assigning any reason whatsoever.
5. NEEPCO reserves the right to accept / reject any or all offers in part or full and also reserves the right to relax qualifying requirement whenever or wherever required without assigning any reasons thereof.
6. NEEPCO reserves the right to not to accept the lowest tender and reject any or all Bids without assigning any reason whatsoever.
7. The tendered amounts shall be legibly/neatly written in English in Ink or typed neatly and amount in Indian Currency both in figures and words. **In case of any discrepancy between figures and words, the rates in words will govern.** Eraser, overwriting, changes and cuttings shall be initialed by the tenderer.
8. Notwithstanding anything stated above, the Corporation reserves the right to assess the Bidder's capability and capacity to perform the work, if the circumstances warrant such an assessment, in the overall interest of the corporation.


 Sr. Manager (E/M)
 ST & Aux. Complex,
 AGBP, NEPCO, Bokuloni.
 Dibrugarh: Assam

SECTION – 1 A

INSTRUCTION TO BIDDERS & TECHNO-COMMERCIAL REQUIREMENT:

1.A.1: INSTRUCTIONS FOR TENDER SUBMISSION:

Each page of this tender document shall be signed & submitted in a sealed envelope containing three separately sealed envelopes super scribed as "Bid for condenser cleaning at AGBP" against NIT No. "AGBP/ST&Aux/ CTC/2014-15/04 dtd. 22-11-2014".

The first envelope containing the Earnest Money, super scribed as "EMD for NIT No. "AGBP/ST&Aux/CTC/2014-15/04 dtd. 22-11-2014".

The second envelop containing

- a). Documentary evidence (Performance Certificates) in support of past experience with proposed methodology.
- b) Other details as per "TECHNICAL INFORMATION TO BE SUBMITTED BY THE BIDDER" (Clause 1.C.1),
- c) Deviations taken to any of the terms & conditions mentioned in this tender document (as per Annexure – III) super scribed as "Techno-Commercial Bid against NIT No. "AGBP/ST&Aux/ CTC/2014-15/04 dtd. 22-11-2014".

The third envelope containing the price bid (as per Annexure – V) showing separately

- a) Overall lump sum tendered price for the entire scope of the contract,
- b) Break up of various price components viz. proposed item of work to be executed (if any) and their estimated quantity,
- c) Service rates for chemical softening / cleaning, & mechanical cleaning (hydro jetting), analytical testing,
- d) Site preparation including blanking of inlet & outlet header, opening of condenser manhole, erection of scaffoldings, installation of equipments & machineries,
- e). Mobilization cost including transportation,
- f) Royalties, taxes and duties, if any.

Super scribed as "Price Bid against NIT No. "AGBP/ST&Aux/CTC/2014-15/04 dtd. 22-11-2014".

1.A.2: EARNEST MONEY: Earnest money @ 2% of quoted rate (1% in case of SC/ST) in the form of Call Deposit / Bankers Cheque / Demand Draft from a Nationalized Bank in favour of NEEPCO Ltd., AGBP, payable at the State Bank of India, Bokuloni Chariali Branch (Branch Code: 9143), Bokuloni, Dist. Dibrugarh (Assam), PIN: 786 191. Tenders not accompanied with requisite EMD or Tenders accompanied with EMD of inadequate value may not be entertained and in such cases, tenders shall be returned to the bidders.

1. A.2.1: Bidders registered as MSE are exempted from paying tender fee.

1.A.2.2: Undertaking for MSME: The bidders participating as MSE shall submit an undertaking in prescribed format as in Annexure declaring the status of the firm under the provisions of MSE along with a copy of relevant document/certificate issued by competent authority (i.e. District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises) as evidence of their applicability of MSE.

1. A.2.3: Mere submission of tender documents to any intending bidder shall not imply automatic qualification for award of contract. All qualification criteria are subject to review at the time of tender evaluation.


22-11-2014
Sr. Manager (E/M)
S. T. & AUX. Division
Bokuloni, Dibrugarh, Assam

1.A.3: QUALIFYING REQUIREMENT: The bidder should have sufficient & satisfactory past experience towards executing similar nature of work on similar equipment in any Govt. Deptt./ Govt. of India undertaking anywhere in India. Documentary evidence viz. performance certificate in support of Bidder's past experience, organizational strength and financial status for last three years should be submitted. Also, please refer eligibility criteria mentioned in the Tender Notice above. **Credentials showing work value / volume and satisfactory completion & performance, in the recent three years would form an important basis for evaluation of the tender.**

1.A.4: LAST DATE/TIME OF SUBMISSION OF TENDERS: On or before 11:00 hrs. of 12.12.2014. In case the due date happens to be a holiday/bandh, the tender shall be received till 11:00 hrs of next working day.

1.A.5: DATE AND TIME OF OPENING OF TENDER: The tenders shall be opened on 12:00 hrs of 12.12.2014. In case the due date happens to be a holiday/bandh, the tenders shall be opened at 12:00 hrs of next working day.

1. A.6: TIME OF COMPLETION: The work shall be completed within 15 days from the shutdown of the CW system for each condenser. Any deviation taken to the same shall be suitably recorded and shown in the bar chart. **This would form an important criterion for evaluation of the tender.** A joint inspection of the cleaned tubes shall be conducted and upon satisfaction of the engineer-in-charge or his authorized representative, the cleaning work shall deem to be completed.

1. A.7: INSTRUCTIONS TO BIDDERS:

1.A.7.1 Each bidder should carefully study the conditions of contract, technical provisions, drawings (if any), schedules and all instructions contained in this tender document, sign each page and submit the same in the sealed envelope along with the bid, acknowledging acceptance of the contents thereof.

1.A.7.2 Bidder should inform himself fully about the details of the works to be performed, conditions, limitations & environment of works for the purpose of which, it is suggested that he or his authorized representative visit the work site to acquaint himself to every such aspects before submission of the tender.

1.A.7.3 The tenders are to be delivered personally or by registered post to the office of the Sr. Manager (E/M), Steam Turbine & Auxiliaries Complex, AGBP, NEEPCO Ltd., Bokuloni, Dist: Dibrugarh, Assam, PIN – 786 191.

1.A.7.4 The bidders may participate at the tender opening. The authorized representative of the bidder is required to furnish a letter of authorization from the respective bidder.

1.A.7.5 NEEPCO shall not be responsible for any delay in postal or courier service, loss or non-receipt of tenders. Late received tenders shall not be considered for any reason whatsoever and the same shall be returned to the concerned bidder.

1.A.7.6 Bidders must keep their tenders valid for 180 (one hundred eighty) days from the date of opening.

1.A.7.7 It is not binding on the Corporation to accept the lowest tender and the Corporation reserves the right to waive any formality in regards to submission of tenders or to reject any or all tenders without assigning reasons thereof. NEEPCO reserves the right to split up and award the work to more than one tenderer without assigning any reason thereof, if considered necessary.

1.A.7.8 The tendered rates shall be legibly written in English in ink, in Indian Currency, both in figures and words. In case of any discrepancy between words and figures, the rates in words shall govern. Erasures or other cuttings shall be attested by the bidder. In case the amount shown against any item of schedule of price is not in conformity with the quantity and unit price, the unit price quoted shall govern.

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- 1.A.7.9 The unit price shall be quoted as per the schedule of price of bids at ANNEXURE - V. These unit prices should include all cost of materials, labour, equipment and octroi. The royalties, taxes and duties, if applicable, shall be shown separately and shall have to be paid by the contractor.
- 1.A.7.10 Each tenderer shall mention the name, residence and place of business of the person or persons submitting the tender and tender shall be signed by the tenderer. Tender by partnership shall contain the full names of all partners. It shall be signed with partnership name by one of the members of the partnership or by an authorized representative followed by the name and designation (in capital letters) of the person signing the tender. Tenders by corporation should contain the name of the state of incorporation and the signature and designation of the president, Secretary or other persons authorized to bind it in the legal manner. An attested copy of the constitution of the firm shall be furnished. Power of Attorney authorizing the person or persons to sign the tender shall also be furnished. Witness and sureties shall be persons of status and probity and their name, occupation and address shall be stated below their signature.
- 1.A.7.11 The contract must not be sub-let without the permission of the Corporation.
- 1.A.7.12 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.
- 1.A.7.13 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 sheet thereof, on which he makes any entry. Overwriting or changes should be dated and initialed by the bidder.
- 1.A.7.14 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.
- 1.A.7.15 The bidders should sign each page of the tender.
- 1.A.7.16 NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
- 1.A.7.17 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.

SECTION - 1 B

GENERAL TERMS & CONDITIONS OF CONTRACT

1.B.1 DEFINITION OF TERMS:

In this contract, the following words/expression shall, unless the Contract otherwise requires, have the meaning hereby respectively assigned to them.

- i) The "Corporation" or "NEEPCO" or the "Owner" shall mean the North Eastern Electric Power Corporation Ltd., Shillong, which includes all its Offices and shall include its successors, legal heirs and permitted assigns.
- ii) The "Contractor" shall mean the Bidder whose bid/tender has been accepted by the Corporation, and shall include Bidder's/Tenderer's heirs, legal representative, successors and permitted assigns.
- iii) The "Head of Project" shall mean the head of project offices of the corporation having overall authority on the entire functional activities of the project and not below the rank of Deputy General Manager.
- iv) The "Engineer-in-Charge" shall mean the Officer appointed in writing by the Corporation from time to time to act for and on behalf of the Corporation for operation of the Contract.


 Sr. Manager (E/M)
 S. T. & AUX. Division
 NEEPCO LTD., Bokuloni

- v) The "Consulting Engineer" shall mean the firm or the person as may be duly appointed by the Corporation to act as consultant for the purpose of the work covered in the contract.
- vi) The "Plant" or "Equipment" shall mean and include plant, machinery, equipment, apparatus, materials and the works forming a part of the assemblies, sub-assemblies, accessories etc.
- vii) The "Contract" shall mean and include the tenders and acceptance thereof and the formal agreement between the Corporation and the Contractor, together with the documents referred to therein otherwise it shall mean the Notice Inviting Tender, Detailed Notice Inviting Tender, information and instructions to the Bidders, the Terms and Conditions of Contract, Schedules, Forms, Tender Covering Letters, Schedule of Prices, Letter of Intent/Award and acceptance of Contractor thereof, any other Schedules and particulars supplied by the Corporation, all correspondences made between the Corporation and the Contractor prior to signing to the Contract final general conditions and agreement to be entered into.
- vii) The "Site" shall mean the Plant where the work is to be executed under the Contract including any other land, path or street provided by the owner for the purpose of the Contract together with such other places as may be specifically designated in the Contract or subsequently offered/approved as forming part of the site.
- viii) "Letter of Intent" (in short L.O.I.) or "Notice Of Award" or "Letter of Acceptance" shall mean the Corporation's letter conveying his acceptance of the tender, subject to such observations/conditions as may have been stated therein.
- ix) "Writing" shall include any manuscript type, written or printed statement, under or over signature or seal, as the case may be.
- x) "Words" importing the singular only shall also include the plural and vice versa, where the context so requires.
- xi) Words importing 'person' shall include Firms, Companies, Corporations and other bodies whether incorporated.
- xii) The expression "Works" or "Work" Or "Plant" or Equipment" shall mean and include the plant & equipment, labour and services, and any other function to be executed at site as defined in the Contract.
- xiii) "Date of Agreement" means the date on which both the parties have signed the contract agreement or any other date mentioned in the Contract/Letter of Intent as the effective date of contract whichever is earlier.
- xiv) "Day" or "Days" unless herein expressly defined shall mean calendar day or days of twenty-four (24) hours each.
- xv) A "Week" shall mean continuous period of seven (7) days.
- xvi) "Month" shall mean calendar month.
- xvii) "Codes" shall mean approved standards and/or rules and other various Acts as applicable regulations touching the subject matter of the contract, including the latest amendments, and or replacement, if any.
- xviii) "Contract Price" shall mean the total price quoted by the Contractor in his bid with addition/deletion agreed, taxes applicable at the time of L.O.I. or the amount mentioned in the agreement/L.O.I. or the actual amount paid/payable by the Corporation whichever is higher.

1.B.2 TERMS OF PAYMENT:

- 1.B.3 **PAYMENT TERM:** 100% payment after statutory deduction will be made to the contractor after acceptance of 10% CPG. **The party has to furnish a Bank Guarantee against Contract Performance in the format enclosed at ANNEXURE-II for an amount equivalent to 10 % of total order value valid during the guarantee period with a claim period of 90**

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(ninety) days. The BG should be submitted within 30 days from the date of issue of letter of intent/work order.

1. B.3.i Part payment shall be allowed against completed units in case of delay for shutdown of units in sequence.

1. B.3.ii No advance payment will be made under this contract, including mobilization advance.

1.B.4 **LIQUIDATED DAMAGE:** The Contractor shall ensure uninterrupted services/works under the Contract to the satisfaction of the Engineer-in-charge of NEEPCO. The contractor shall ensure engagement of adequate manpower and shall engage his work force round the clock. In case the Contractor fails to complete the works in time i.e. within 15 days in each condenser, liquidated damage @ 0.5% per day delay of the contract value subject to a maximum of 15% of the contract value shall be deducted from the Contractor's bill.

1.B.5 **VALIDITY:** The contract shall be valid till successful completion of the guarantee period of six months from the date of award of contract. NEEPCO reserves the right to terminate the contract before its expiry, if the Contractor fails to provide the services or commits a significant breach of the contract and fails to remedy such breach within 7 (seven) days of being brought to the attention of the Contractor in writing.

1.B.6 The Contractor is deemed to have full knowledge about the nature and character of the plant & equipment as the case may be for the work to be executed when necessary, of the site condition, the relevant matters, details and extent of work and he must take all safety precautions for his workers. The Contractor shall ensure proper safety of the men, materials and plant & equipments of the Corporation while working at Site. The Contractor shall provide suitable safety equipment of prescribed standard to his workmen and follow safety work procedure. No personal protective equipment shall be issued by the corporation.

1.B.7 The Contractor is required to comply with all relevant acts, rules and regulations applicable in respect of safety of the personnel engaged for the works.

1.B.8 NEEPCO will not accept any liability for accidents to Contractor's workmen and compensation required to be paid to the Contractor's workmen in the event of any accident will be borne by the Contractor. NEEPCO bears no responsibility whatsoever towards the Contractor's workmen for any loss / damage caused by any accident during the works. For any such eventuality the responsibility lies solely on the Contractor.

1.B.9 The Contractor at his own interest and cost shall arrange for adequate insurance cover for his workers to protect them against all claims applicable under Workmen's Compensation Act, 1923.

1.B.10 The Contractor's workmen will not be entitled to free medical treatment from NEEPCO. The Contractor shall ensure the receipt of medical benefit to his workmen under Employees State Insurance Act 1948.

1.B.11 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time:

- i) Workman's Compensation Act, 1923.
- ii) Payment of Wages Act, 1936.
- iii) Minimum wages Act, 1948.
- iv) Contract Labour (Regulation & Abolition) Act, 1970.
- v) Provident Funds and Miscellaneous Provisions Act, 1952.
- vi) Income Tax Act 1961.
- vii) Assam Finance Act 1956.
- viii) Assam Sales Tax Act 1947.
- ix) Any other Act or Statue having bearing over engagement of workers directly or indirectly for execution of the Contract.



- 1.B.12 The Income Tax and other taxes as may be payable under the provision of relevant Acts will be deducted at source.
- 1.B.13 The Contractor's personnel shall maintain strict discipline and harmony at the work site. The Engineer-in-Charge of NEEPCO shall be at discretion to object to the presence of any worker / representative of the Contractor at site, if in his opinion, such worker / representative has misconducted himself or found incompetent or negligent or otherwise undesirable and the Contractor shall remove such person(s) immediately.
- 1.B.14 The persons engaged by the Contractor must not be found under the influence of alcohol and drugs within the Plant area during the duty hours and also maintain decorum in the Plant area at all the time. The Contractor shall not engage minor labour below 18(eighteen) year of age under any circumstances.
- 1.B.15 Temporary Entry Pass for entry into the work site will be issued by NEEPCO in favour of the Contractor and each of his workers till expiry of the contract period. No personnel shall be allowed to enter inside the NEEPCO's Plant/Colony area without valid Entry Pass. The Contractor shall apply for the temporary Entry pass for his employees giving full details of them.
- 1.B.16 **DIRECTION FOR EXECUTION OF WORKS/ ENGINEER IN CHARGE:**
The Contractor's workers shall act and carry out all works as per instruction / direction of the Engineer-in-charge of NEEPCO for the said works or his authorized representative
- 1.B.17 **FORCE MAJURE:** NEEPCO reserves the right to suspend the work at any time under FORCE MAJURE conditions which shall include but not limited to the following:
a) Acts of God, acts of public enemy, wars, insurrection, riots, disturbance, explosions etc.
b) Local disturbances and deteriorating Law & Order situation, bandh/ industrial unrest of any nature.
c) Any other reasons beyond control of the corporation.
In event of any suspension of work under FORCE MAJEURE, the Contractor shall have no right to claim for any compensation.
- 1.B.18 **SETTLEMENT OF DISPUTES:** A process of mutual settlements shall decide all the differences or disputes arising out of the Contract between the parties. However, if the process of mutual settlements fails, then the dispute under this contract will be settled through arbitration as per Indian Arbitration and Conciliation Act, 1996.
- 1.B.19 **TERMINATION OF CONTRACT:** NEEPCO reserves the right to terminate this contract in the event of Contractor's continued default in providing requisite services after proper and due notice having being served upon. NEEPCO also reserves the right to terminate this contract if any condition under FORCE MAJEURE warrants stoppage of the work. In case of termination on account of this reason, before completion of the Contract period the Contractor shall be paid all eligible charges as per this contract on pro rata basis for work done up to the date of termination. On expiry of the Contract period, this contract will automatically stand terminated.
- 1.B.20 **AGREEMENT:** On acceptance of the Letter of Intent, placed on the successful bidder and submission & acceptance of relevant Bank Guarantee in lieu of Contract Performance, a formal work order shall be issued to the bidder, a copy of which shall be signed by authorized signatory of the bidder and submitted to the order issuing authority of NEEPCO. This L.O.I, Work Order and the Tender document submitted and any other relevant correspondences made on this account shall form the contract document, which shall be binding on the contractor.
- 1.B.21 **CONTRACT PERFORMANCE GUARANTEE:**

[Signature]
22-11-14
वरिष्ठ प्रबंधक (वि. वा.)
Sr. Manager (E/M)
एस. टी. & AUX. Division
एन. टी. सी. - नौका निर्माण, बकुलपुर
NTPCO LTD., Bokulpur

- 1.B.21.1 Within 30 (Thirty) days from the date of issue of Letter of Intent, the Contractor shall furnish a Security-cum-Performance Guarantee for an amount equal to 10 (ten) percent of the Contract value, exactly as per the enclosed format (ANNEXURE - II) from any Nationalized Bank in favour of NEEPCO Ltd. valid for entire period of contract, guarantee period and additional 90 (ninety) days covering the claim period.
- 1.B.21.2 The Security-cum-Performance Guarantee furnished by the Contractor shall be irrevocable and unconditional and NEEPCO shall have the right to invoke it notwithstanding any dispute or difference between NEEPCO and the Contractor pending before any Court, Tribunal, Arbitrator or any other authority as per provision of the contract.
- 1.B.21.3 On expiry of the contract the Bank Guarantee will be released to the Contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from the Corporation and on receipt in good condition all tools and tackles or any other property belonging to the Corporation and issued to the Contractor in good faith for due performance of the contract. However, the Corporation shall be entitled to retain, set off, deduct or adjust any claim against the Contractor from the money deposited with or becoming payable by the Corporation.
- 1.B.21.4 It is expressly understood and agreed that the amount of contract performance guarantee shall not be construed as limiting factor/amount of various liabilities under the contract.
- 1.B.22 **SUBLETTING OF CONTRACT:** The Contractor shall not without the prior consent in writing of the Engineer-in-Charge or Corporation, sublet or transfer his contract. Any assignment, subletting/subcontracting without prior written approval of the Engineer-in-Charge shall be void
- 1.B.23 **DEATH, INSOLVANCY AND BREACH OF CONTRACT:** The Corporation may at any time by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events that is to say:
- 1.B.23.1 If the Contractor being an individual or if a firm any partner thereof shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any preceding for composition under any Insolvency Act i.e. the Presidency Towns Insolvency Act, 1909 & Provincial Insolvency Act 1920 or any other act for the time being in force or make any conveyance or assignment with his creditors or suspend payment or if the firm be dissolved under Partnership Act. Or,
- 1.B.23.2 If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver Liquidator or Manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the court or Debenture holders to appoint a Receiver, Liquidator or Manager or,
1. B.23.3 If the contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Corporation and provided also the contractor shall be liable to pay to the Corporation. The Contractor shall under no circumstances be entitled to pay gain or repurchase.
- 1.B.24 **DEDUCTION FROM CONTACT PRICE:**
- 1.B.24.1 All costs, claims damaged or expenses which the Corporation may have paid for which Contractor is liable under the Contract, shall have to be refunded by the Contractor and will be deducted by the Corporation from performance guarantee or from any money due or which become due by him to the Contractor under this contract.


22-11-2014
St. Manager (E/M)
एस. टी. & AUX. Division
एन.पी.सी., नई दिल्ली, बंगलौर
NEEPCO LTD., Bokul

1. B.24.2 Any sum of money due and payable to the Contractor (including performance guarantee or any other guarantee returnable to him) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation, for the payment of sum money arising out of or under any other Contract made by the Contractor with the Corporation.
- 1.B.24.3 It is an agreed term of the contract that the sum of money withheld or obtained under this clause by the Corporation will be kept withheld or retained as such by the Corporation or till this claim arising out of in the same contract is either mutually settled or determined by the Arbitrator, or by the Competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on his Account or any other account in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.
- 1.B.25 **BREACH OF CONTRACT:**
In case of infringement of any terms and conditions major or minor of this covenant/agreement by the Contractor the Corporation shall have full power to rescind, cancel or terminate the contract after observing all legal formalities. The decision of Corporation in this regard shall be final and binding.
- 1.B.26 **SUSPENSION OF WORK:**
- 1.B.26.1 The Corporation reserves the right to suspend and restore execution of the whole or any part of the Contract. Orders for suspension or restoring the works will be issued by the Engineer-in-Charge to the Contractor in writing.
- 1.B.26.2 Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the works will be paid by the Corporation, provided such costs are substantiated to the satisfaction of the Engineer-in-Charge. The Corporation shall not be responsible for any liabilities if suspension is due to some default on the part of the Contractor.

SECTION - 1 C

SCOPE OF WORK AND OTHER DETAILS:

1.C.1 TECHNICAL INFORMATIONS TO BE SUBMITTED BY THE BIDDER:

- 1.C.1.1 Detail Methodology proposed to be employed for completion of the work under the "Scope of Work".
- 1.C.1.2 Analytical test & detail procedure thereof for tests to be conducted during the progress of the work, stating frequency of such tests. Reagents & standard chemicals required for the tests shall be supplied by the contractor.
- 1.C.1.3 **Documents supporting qualifying requirements / eligibility criteria to be submitted.**
- 1.C.1.4 Bar chart showing various activities vis-à-vis their expected time for completion.

1.C.2 SCOPE OF WORK

The scope of works under this contract is to clean the condenser tubes of the three steam turbines of Assam Gas based Power Plant by pre hydro jetting to remove loose scales and to make passage in all tubes for chemical circulation, Chemical circulation and final hydro jetting to remove the scale deposits inside the condenser tubes, **without damaging** the parent metal and the polished tube surface. The contractor shall clean one condenser at a time and site clearance for another one shall be given after putting the cleaned condenser back into service.

The broad scope of work shall include, but not limited to the following:

M/S
22-12-2014

- 1.C.2.1 Fabrication, erection, commissioning and operation of the mixing tank, requisite capacity of chemical pumps and motor assembly capable of recirculation in the system, temporary piping, necessary valves along with its associated items like electrical panels and other accessories etc. required for cleaning operation should be arranged by the contractor.
- 1.C.2.2 All necessary site fabrication and installation including requisite tools and tackles, consumables which include quality jointing sheet, bolts and nuts, sealant, welding electrodes, DPT test kit for welding joint checking of condenser inlet/outlet line blanking plate are to be arranged by the contractor.
- 1.C.2.3 All necessary arrangements like blanking of condenser inlet/outlet lines for readiness of chemical cleaning are to be arranged by the contractor. Blanking plates, EOT/mobile crane will be provided by NEEPCO on free of cost depending on availability.
- 1.C.2.4 All analytical services have to be provided by the contractor till the work is completed and sample tube is to be confirming effectiveness of the cleaning process with regard to de-scaling and corrosion analytical test procedures to be submitted by the contractor to our chemical laboratory before commencement of chemical cleaning job.
- 1.C.2.5 De scaling chemical, brand name Max clean-5 & 6, a product of Thermax Limited shall be issued to the contractor at free of cost. The contractor must be familiar with the chemical properties and the use of said product.
- 1.C.2.6 The de-scaled condenser has to be handed over to NEEPCO after bringing it back to its original condition i.e. dismantling of all temporary piping, closing of manholes etc.
- 1.C.2.7 The contractor has to provide skilled and unskilled manpower and other equipments as necessary for completing the work satisfactorily. Required Chemicals shall be issued by the corporation at free of cost.
- 1.C.2.8 The contractor has to depute their technical experts for the continuous supervision of the job from commencement of work till completion of the job. The contractor ensures to engage adequate no. of man power to work round the clock.
- 1.C.2.9 **The contractor must ensure mobilized of hydro jetting machine along with adequate nos of flexible lance and various types of nozzles including cutting and rotary one so that there will be no interruption in cleaning work due to breakdown of hydro jetting machine or lack of other spares. The hydro jetting machine must be well sufficient to build up required pressure.**
- 1.C.2.10 The contractor shall have to do hydro jetting work through the condenser manhole and shall ensure to work round the clock and do the jetting work in both the part parallelly.
- 1.C.2.11 Leakage test (Hydro-fill test) of the cleaned condenser tubes is to be carried out as per directions of the officer in charge to detect the tube leakage occurred during the cleaning period. Leaky tubes are to be blanked by the contractor & contractor shall arrange necessary blanking plug.
- 1.C.2.12 The condenser should not get unduly pressurized during the chemical cleaning process to avoid tube leakages. The pressure of chemical cleaning should never exceed the design pressure of circulating water.
- 1.C.2.13 No physical damage should occur to the condenser and other electrical equipments of NEEPCO while making connections of chemical cleaning panel and / or other equipments / apparatus.
- 1.C.2.14 The contractor will have to ensure the removal of loose/residual scales inside the condenser tubes after completion of chemical cleaning by suitable mechanical method.
- 1.C.2.15 NEEPCO will provide crane (EOT and mobile), electricity, water, compressed air, etc. at free of cost. However, party will have to intimate at least 24 hours before requirement of truck and crane.
- 1.C.2.16 The scale/debris taken out from the condenser after completion of the job or within the cleaning period should be removed from the work place by the contractor as directed by the officer in charge.
- 1.C.2.17 The parties may visit our powerhouse for pre-bid discussion if it is felt necessary.
- 1.C.2.18 Contractor should arrange mixing tank, sufficient pipes (for line connections, vent connections, steam piping, piping up to neutralizing pit) for the job as required.


 22-07-2014
 Sr. Manager (E/ M)
 एस. टी. & AUX. Division
 ए.पी.सी., नीपको लि.,
 NEEPCO LTD

- 1.C.2.19 All safety equipments and PPE required for this purpose are to be arranged by the party.
1.C.2.20 Any other requirement or activities not envisaged/covered but essentially required for successful completion of the job are to be arranged by the contractor without extra cost to NEEPCO.

Specification of Condenser and Results of chemical analysis of scale samples are detailed in Technical Data Sheet at ANNEXURE-I

1.C.3 SCOPE & FACILITIES TO BE PROVIDED BY NEEPCO :

- 1.C.3.1 Necessary Road permit for mobilization of materials.
1.C.3.2 Crane for loading and unloading of equipments as per availability.
1.C.3.3 Compressed Service Air.
1.C.3.4 DM water, raw water as required for the job.
1.C.3.5 Three phase electrical connection as required.
1.C.3.6 One or two **unfurnished** quarter shall be arranged for accommodation of engaged workforce in the plant colony area against chargeable basis as per corporation's charge subject to availability.
1.C.3.7 Steam line for raising temperature of sulphamic acid solution.

1.C.4 SPECIAL TERMS AND CONDITIONS:

- 1.C.4.1 The actual time for cleaning will be 15 days from the date of isolation of the condenser from CW system.
1.C.4.2 Payment Term: 100% payment after statutory deduction will be made to the contractor after acceptance of 10% SDBG. **The party has to furnish a Bank Guarantee against Security Deposit in NEEPCO's prescribed format (Annexure – II) for 10 % of total order value valid during the guarantee period with an additional claim period of 90 (ninety) days. The BG should be submitted within 30 days from the date of issue of letter of intent.**
1.C.4.3 L.D. Clause: LD shall be applicable @ 0.5% per day of delay subject to 15% of the contract value.
1.C.4.4 Lump sum Price for execution of acid cleaning and hydro jetting (pre and final) should be quoted separately.
1.C.4.5 Performance Guarantee: - The job done shall be covered by a guarantee for a period of 6 (Six) months from the date of completion of the job. A guarantee certificate has to be submitted by you.

1.C.5 SALIENT FEATURE OF THE PROJECT:

Location:

- a) District – Dibrugarh
b) State - Assam.
c) Height above MSL – 123.73 Mtrs.

Meteorological parameters:

- a) Average daily maximum temperature – 27.7 °C.
b) Average daily minimum temperature – 18.7 °C
c) Maximum temperature of Air – 38.9 °C.
d) Minimum temperature of Air – 4.4 °C.
e) Annual mean relative humidity – 83 %.
f) Total average rainfall – 2759.4mm.
g) Mean wind speed – 2.3 KM per hour.

ANNEXURE-I

TECHNICAL DATA OF SURFACE CONDENSER

Particulars	Unit	Designed Data / Specification
Shape		Circular
Condenser Vacuum	Ata	0.084
Cleanliness factor		0.85
Size of tubes (O.D X Thick X Length)	mm	DIA ¾" X 20 BWG X 5500
Total Number of tubes		8036
Number of tubes in AC zone		762
Cooling surface area	Sq. M	2597
Quantity of cooling water	Cu. M /Hr	6100
Cooling water inlet temperature	Deg. C	27 from bottom
Cooling water out temperature	Deg. C	36 from top
Velocity of cooling water	M / Sec	1.8
No. of water side passes		2
Water chambers		Divided
Water chamber design pressure	Kg/Cm ² .	5.0
Condensing Capacity	Tons / Hr	98.6
Steam side test pressure	Atg	Hydrofill
Water side design temperature	Deg. C	65
Steam side design temperature	Deg. C	100
MATERIALS:		
Shell, Support plates & covers	C.S., IS 2062	
Channels	C.S., IS 2062	
Tube Sheets	C.S., IS 2062	
Tubes	SA 249 TP 304	
Bolts & Nuts	SA 193 B7/SA 194 2H	
Packings	CAF 9	

CHEMICAL ANALYSIS OF SCALE SAMPLE:

Sl. No.	PARAMETERS	UNIT	VALUES
1	Calcium	% as CaO	44.02
2	Magnesium	% as MgO	3.88
3	Iron	% as Fe ₂ O ₃	5.08
4	Silica acid insoluble	% as SiO ₂	2.61
5	Sulphate	% as SO ₄	0.11
6	Sodium	% as Na ₂ O	0.19
7	Potassium	% as K ₂ O	BDL (<0.0001ppm)
8	Carbonate (loss on ignition at 900°C) Removal of CO ₂ , H ₂ O & Organic Matter	% as CO ₂	42.09
9	Phosphate	% as P ₂ O ₅	0.15

ANNEXURE-II

Proforma for 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.....dtd..... and the same having been unequivocally accepted by the Contractor resulting 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 & address) 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.....(days/months/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 agree 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.

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 of20.....at.....

Witness

.....
(Signature)
.....
(Name)
.....
(Official address)
.....

(Signature).....
(Bank's Rubber Stamp)
(Name)
Designation with
Bank Stamp.....
Authority as per Power
Of Attorney No.....
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 as specified in the Contract.
3. In case of Bank Guarantees issued by a Foreign Bank, the same shall be confirmed by any of the Nationalized Bank in India.

ANNEXURE-III

FORMAT FOR SCHEDULE OF DEVIATION FROM SPECIFICATION

Unless specifically mentioned in this schedule, the bidders shall be deemed to confirm the purchaser's specification:

Sl. No.	Specification Clause No.	Details of deviation	Justification for deviation
1	2	3	4

Certificate: -

Mur
12-11-2014
वरिष्ठ प्रबंधक (वि/या)
Sr. Manager (E/ M)
एल टि और ऑटोमोबिल विभाग
S. T. & AUX. Division
ए.जी.पी. लि., नैनीताल, उत्तरांचल
A.G.P. NAEPCO LTD., Deokuloni

SIGNATURE OF TENDERER
NAME & STAMP

FORMAT FOR SCHEDULE OF SIMILAR WORKS

SL NO.	CUSTOMER	YEAR OF WORK	VALUE OF WORK	PERIOD OF COMPLETION	DOCUMENTS SUBMITTED
1	2	3	4	5	6

SIGNATURE OF TENDERER
NAME AND STAMP

22-12-2014
Sr. Manager (E/ M)
एस टि और ऑफिसिएर डिभिजन
एजी.पी.सी., नैपको लि., बकुलुनी
G.B.P., NEPCO LTD., Bokuloni

FORM: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO AND SMALL ENTERPRISES

- A. I/We confirm that the provision of Micro and Small Enterprise are applicable to us and our Organization falls under the definition of following category:


- i) [] – Micro Enterprises
 ii) [] – Small Enterprises

Please tick the appropriate option box [] and attach relevant documents/certificates issued by (District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board, or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises) as evidence of their applicability of Micro and Small Enterprises

- B. I/We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated:

Signature of Bidder.....


 बरिष्ठ प्रबंधक (वि. या)
 Sr. Manager (E/ M)
 एस. टी. & ऑनिलीनर विभाग
 S. T. & AUX. Division
 ए.जी.एच.पी.सी. बिल्डिंग
 A.G.H.P.C. Building

ANNEXURE-V

FORMAT FOR SCHEDULE OF PRICES

(To be filled in by the Tenderer)

1. Overall Lump sum amount for the complete work : Rs.....(Rupees
.....) Only.

2. Mobilization Cost: Rs.....(Rupees) Only.

Break-up: (a) Transportation: Rs.....(Rupees) Only.
(b) Rs.....(Rupees) Only.
(c) Rs.....(Rupees) Only.

4. Service Charges: Rs.....(Rupees) Only.

Sl. No.	Item of Work / Service	Unit	Rate	Amount
1	Preparation of Site			
2	Chemical Treatment (Softening)			
3	Tests / Analytical Charges			
4	Pre hydro jetting.			
5	Final hydro jetting.			
6	Service Tax			

Notes:

1. Use separate sheet if felt necessary.
2. If the bidder is eligible for any concessional duties and taxes they should invariably mention this in the tender on or before the date of opening of bid.
3. If the bidder did not mention the prices of any item then his offer may either be considered as incomplete or will be loaded by the highest price quoted by other bidders for that item.

SIGNATURE OF TENDERER
NAME & STAMP


वरिष्ठ प्रबंधक (वि/का)
Sr. Manager (E/ M)
एस टि और कॉमिनिटी डिभिजन
S. T. & IUX. Division
ए.जी.बी.पी., नरसिंह सागर, बल्लारि
A.G.B.P., NEERCO LTD., Bokaro