



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

CONTRACT AND PROCUREMENT WING (E)
 KOPILI H.E. PLANT:: DIMA HASAO DISTRICT: UMRONGSO – 788931
 Website-www.neepco.gov.in,
 Fax: 03670- 288240

DETAIL NOTICE INVITING QUOTATION NO. KHEP/2015/225 dtd 26-03-2015

Sealed single part quotations with minimum 120 days validity are invited from the manufacturer / dealer / reputed suppliers/ firms for supply G.I. Pipes as per the specification given below to Kopili Hydro Electric Plant, NEEPCO Ltd., Umrongso, Dist Dima Hasao, Assam.

Sl.No	Description of item	Make	Reqd. qty.
1	G.I. Pipe Size- 200 mm diameter, Medium duty, plain end (wall thickness 6 mm).	TATA / Jindal	900 RM
2	G.I. Pipe Size- 100 mm diameter, Medium duty, plain end (wall thickness 4.5 mm).	TATA / Jindal	66 RM

Terms and conditions:

- Price basis:** The prices shall be quoted FOR Umrongso basis, including packing, forwarding, freight and insurance charges, but exclusive of taxes & duties.
- Taxes:** Taxes and duties as applicable shall be indicated separately.
- Terms of payment:**
 - 100% payment of the contract price along with 100% taxes and duties shall be paid after receipt of the materials at site in full& good condition.
 - Alternatively, 90% payment with 100% taxes & duties shall be released after receipt of the materials at site in full& good condition and balance 10% payment shall be retained as Contract Performance Guarantee and shall be released after 90 days from the date of expiry of the guarantee period, in the event of non submission of BG against CPG.
 - All the bank charges shall be borne by the supplier.
 - Payment stipulated under this contract shall be made by the Purchaser to the Contractor after deduction of Income tax at source at the applicable rates. Purchaser shall provide the contractor with certificates for tax deducted at source and other documents, if any.
- Delivery:** The materials shall be delivered at site within **60 days** from the date of issue of formal order.
- Liquidated damage:** If the performance of the contract is delayed beyond the date stipulated in the contract due to reasons attributable to the contractor, the corporation reserves the right to levy penalty @ ½% (half percent) per week, subject to maximum of 5%(five percent) value of undelivered portion of the materials.

6. Guarantee / Warranty:

6.1 All the pipes supplied shall be guaranteed / warranted against any manufacturing defects for a period of 18 months from the date of dispatch.

6.2 The successful bidder shall supply the materials to the satisfaction of Engineer-in charge. Defective materials shall be replaced by the supplier at free of cost immediately on intimation.

7. Contract Performance Guarantee :

a) Within 30 days from the date of issue of the order, the supplier have to furnish a Bank Guarantee in the prescribed format (Annexure-I) from a Nationalised Bank towards security cum performance guarantee for an amount equivalent to 10% of material value of the order by way of guarantee / warranty for the due and faithful performance of the materials and for the due and faithful performance of the letter of intent / award along with the other terms and conditions agreed to.

The bank guarantee shall be initially valid for such period to cover 90 days after the warranty period as per contract. The BG format is given along with this bid documents.

b) The contractor shall, on receipt of written instructions from the purchaser, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instruction of the Purchaser and shall furnish the extended / revised BG or any extension thereof. In case the BG is not received by the purchaser within the specific period the Purchaser entirely at his discretion shall be at liberty to encash the aforesaid Bank Guarantee.

c) The Performance Guarantee shall cover additionally the following guarantees to the Purchaser:

- i) The successful and satisfactory performance of the materials supplied as per the specifications and documents.
- ii) That the materials supplied by him shall free from all defects in material / workmanship, any defect noticed during the Guarantee Period shall be replaced by the supplier free of cost.

The Performance Guarantee will be returned to the contractor without any interest at the end of the 90 days after the warranty period, subject to fulfillment of the contract for supply in all respect.

8. Transit Insurance :

The Consignment shall be duly insured by the supplier against possible loss/ damage during transportation. The supplier shall have sole liability/ responsibility for settlement/ rectification of the claim towards transit loss/ damage, if any, and therefore replacement/ rectification of the loss/ damage during transit shall be made good immediately and without waiting for settlement of claim.

9. Submission of Bid:

The bid should be submitted in sealed envelope superscripted with "Tender for supply of G.I. Pipe against NIT No. KHEP/2015 / 225 " by means of Registered post / by hand only under the bidder's letter head with details like complete address, telephone no., e-mail address etc. to the under mentioned address -

O/o the Sr. Manager (E),
C&P(E).KHEP, NEEPCO Ltd.
P.O. Umrongso-788931, Dist. Dima Hasao, ASSAM



Offer received through fax / mail etc. shall not be accepted.

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 website www.neepco.gov.in.

10. The bids will be opened at the time and date mentioned below in presence of bidder or his authorized representative (if any). No electronic recording device will be permitted during opening of the bids.

Last Date and Time of receipt of the bids : 15-00 hrs of 14-05-2015

Date and time of opening of bids : 15-30 hrs of 14-05-2015.

In the case of any bandh / holidays on the above mention date, the bid will be received and opened in the next working day at the same time as indicated above. No telex / fax / Telegraphic tender will be received.

11. Earnest Money Deposit:

EMD @2% of the quoted value in the form of **Demand Draft** duly pledged in favour of **NEEPCO Ltd.**, payable at SBI, KHEPA, Garampani Branch, P.O. Umrongso (SBI Code-4812) should be submitted along with the tender. Tender without EMD shall be rejected.

- EMD submitted by the successful bidder shall be retained as security deposit towards satisfactory execution of the order and will be released after delivery of entire quantity.
- EMD of the unsuccessful bidders will be returned only after finalization of the bid.

12. All rates and amount of the bid shall be legibly written in both figure and words. In case of any discrepancy between figure and words, the amount indicated in the words will be considered.

13. **Tender Fee:** Tender fee 2000.00 (non-refundable), in the form of Banker's Cheque / Demand Draft drawn in favour of NEEPCO Ltd, Umrongso, have to be submitted along with the quotation.

14. Additional Documents :

The following documents should be submitted along with the bid in order to ensure qualification:

- Copy of PAN / GIR card.
- Valid Contract licence.
- VAT Registration.
- Latest Banker's certificate indicating amount in support of solvency.
- Copy of past supply order executed to any Govt. Department/ PSU.**

The above stated requirements are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of Corporation the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

15. The authorized dealer should submit a copy of Dealership Certificate along with the offer.

16. NEEPCO may allow preference to Govt./ PSU / SSI / NSIC units as per Govt. policy &



guidelines subject to submission of valid documentary evidence.

18. **Quantity Variation:** Quantity variation up to $\pm 5\%$ acceptable.

18. Bids received later than the prescribed due date shall not be considered.

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.

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



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

Ref.....

Bank Guarantee No.....

To,

Date

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