



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

CONTRACT & PROCUREMENT WING (E)

KOPI LI H.E. PLANT:: DIMA HASAO DISTRICT: UMRONGSO – 788931

Phone: 03670-288515/288233, Fax: 03670-288254/288240.

NOTICE INVITING TENDER No. : KHEP/C&P(E)/2015/232 Dated 20.07.2015

Online Sealed Single Stage Single Envelop bidding system (e_tender) through domestic competitive bidding with minimum 120 (One hundred & twenty) days validity are invited from eligible bidders by the under mentioned on behalf of North Eastern Electric Power Corporation Ltd. for supply and delivery of the cable items (Control & CT cables) required for Khandong & Kopili Stage _II Power Stations of Kopili Hydro Electric Plant , NEEPCO Ltd. , Umrongso , Dima Hasao ,Assam.

Last date and time for submission of bids : 15:00 hrs. 22.08.2015
Date and time for opening of bids : 15:30 hrs. of 22.08.2015
Earnest Money Deposit : Rs. 25000/- (Rupees Twenty Five Thousand)
Tender Fees : Rs. 1000/- (Rupees One Thousand)

Scope of Works: Supply and Delivery of cables as per technical specification and quantity as indicated below.

S.N.	Technical Specification	Unit	Qnty.
1	5 Core , 6sq. mm. , standard copper flexible conductor with PVC insulated , PVC sheathed , 1100V armoured cable for CT	Mtr.	2000
2	7 Core, 2.5 sq. mm, standard Copper flexible conductor with PVC insulated , PVC sheathed , 1100V armoured control cable	Mtr.	1000
3	12 Core , 2.5 sq.mm, standard Copper flexible conductor with PVC sheathed 1100 V armoured control cable	Mtr.	1000
4	16 Core, 2.5 sq.mm, standard Copper flexible conductor with PVC insulated, PVC sheathed, 1100V armoured control cable.	Mtr.	1000
5	Single Core, 1.5 sq. mm standard Copper flexible conductor with PVC insulated , 1100V control cable, Colour : Grey	Mtr.	540
6	Single Core , 2.5 sq. mm , standard Copper flexible conductor with PVC insulated , 1100V control cable , Colour : Grey	Mtr.	540

Note: The quantity of the cable to be supplied as mentioned in the NIT is indicative only and is liable to change during the time of placing the order.

Terms and Conditions:

1. Qualifying requirement of the Bidder :

- 1.1 Bidder should state their Tax payer Identification Number, VAT Registration No. and PAN without which Bids may be summarily rejected.
- 1.2 Bidder must be an original equipment manufacturer/ authorised dealer. Bid from authorised dealer should be supported with valid dealership certificate/ authorization letter issued by the manufacturer.
- 1.3 Authorized dealers should submit valid authorized dealership certificate along with the tender. Tenders without such certificate will be summarily rejected.
- 1.4 The intending bidder must have experience in execution of similar supplies to any Government department/ PSU in last 7(seven) years and. Documentary evidence (supply order copies) in support of experience must be submitted along with the bid. Non-submission of copy of certificate or supply orders may result in disqualification.

2. **Price Basis:** The Price shall be quoted on FOR Umrongso basis indicating all charges towards freight & transit insurance and Taxes & Duties. All prices and rates shall be clearly indicated both in figures and words. Applicable rates of taxes & duties shall be clearly stated in the bid. The quoted prices shall remain FIRM during the currency of the contract.
3. **Taxes & Duties:** Taxes and duties will be paid at actual prevailing at the time of dispatch against submission of documentary evidence.
4. **Earnest Money / Bid Guarantee :**
 - 4.1 A bid guarantee shall be submitted along with the bid. The Bid Guarantee offered shall be in one of the following forms :
 - a) EMD of Rs.25000/- in the form 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-EMD) furnished in this tender specification.
 - 4.2 Any bid not accompanied by the requisite EMD / Bid Guarantee will be rejected.
 - 4.3 Firms/ contractors which registered as SSI or MSME and hence exempted from submission of EMD / PBG etc. should mention the same enclosing valid/ current authentic documentary evidence in support of such registration to avail the said exemptions.
 - 4.4 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.
 - 4.5 The Bid Guarantee of successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Contract Performance Guarantee furnished by the bidder as stated in clause no. 9 of terms & conditions in this NIT.
 - 4.6 The Bid Guarantees of the unsuccessful Bidders will be returned only after awarding the contract to the successful bidder.
 - 4.7 No interest will be payable by the Corporation on the Bid Guarantee submitted by the bidder alongwith his bid.
 - 4.8 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.
5. **Submission of Contract Performance Guarantee :**
 - 5.1 Within 20(twenty) days from the date of issue of this order, the Contractor/ successful bidder shall furnish a Bank Guarantee from a Nationalized Bank for an amount equal to (10) ten percent of the contract value by way of guarantee for the due and faithful performance of the contract. The Bank guarantee shall be submitted in the prescribed format (Annexure- CPG) enclosed in this order and initially be valid for such period to cover ninety days after the warranty period.
 - 5.2 The Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the warranty period, subject to fulfillment of the contract in all respects.
6. **Payment Terms :** The supplier / contractor may choose any one of the following payment terms.
 - a) 100% of the contract price alongwith 100% taxes and duties shall be paid after receipt of materials in full and good condition at site subject to submission of CPG as per clause no. 9 stated above.

OR

- b) 90% payment with 100% taxes and duties shall be released on receipt of completed materials at site in good condition and balance 10% payment shall be retained as Contract Performance Guarantee and shall be released after 3 months from date of expiry of guarantee period, **in the event of non submission of CPG** as per clause no. 5 above.
7. **Delivery Period:** The cables shall be delivered at site within 60 days from the date of awarding the contract / issue of order.
8. **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.
9. **Guarantee / Warranty :**
- 9.1 The cable supplied shall be warranted / guaranteed as per manufacturer's norms or for a period of 18 months from the date of despatch against manufacturing defect/ defective workmanship.
- 9.2 The successful bidder shall supply the cables to the satisfaction of the Engineer-in charge. Defective cable shall be replaced by the supplier at free of cost immediately on intimation from this end.
10. **E-tendering / E- procurement :** This tender is being processed through e-tendering / e-procurement system. The bidding documents are to be downloaded , filled in bids are to be submitted / uploaded through e-tendering system of NEEPCO Ltd at website <https://neepco.abcprocure.com>.
11. **Vendor Registration for Participation in Bids:**
- 11.1 **Portal Registration** : The intending bidders have to register themselves in the portal <https://neepco.abcprocure.com>. Information above the bidder required to be submitted during registration is available in the portal.
- 11.2 **Vendor Registration Fee:** The Fees for vendor registration in the portal is Rs. 3000/- (Rupees Three Thousand) only per year.
- The bidder shall furnish the copy of receipt of payment for vendor registration at email id contract@neepco.gov.in & contract_khep@rediffmail.com to advise NEEPCO's service provider for approval of vendor registration.
- Bidders who are already registered in the system shall ensure to keep their registration valid till completion of entire bidding process.
- 11.3 **Procedures for payment of registration fee and bid fee :** Bidder shall make payment of vendor registration fee of Rs. 3000/- and bid fee of Rs. 1000/- at the following account of NEEPCO.
- Name of Account : E – procurement Account , NEEPCO Ltd.
Account No. : 913020005982636 of Axis Bank
IFS Code : UTIB0000270
- 11.4 The bidder shall clearly indicate the head against which payment has been made at the above mentioned account in the following format:
- (i)-----/ NIT No. ----- dated -----/ Registration fee
(Name of bidder)
- ii)-----/ NIT no. -----dated -----/ Bid Fee
(Name of bidder)

11.5 For any clarification related to e-procurement procedures of NEEPCO against this tender, bidders are requested to make their query as follows-

- a) Contact Sr. Manager (E/M) / Manager (E/M), C&P, KHEP at Phone no. : 03670-288241 / 288254, Fax no. : 03670-28254/ 288240, email Id : contract_khep@rediffmail.com.
- b) Bidders should also contact e-Procurement Technologies Ltd. (Service Provider of NEEPCO) having the following contact details :

e- Procurement Technologies Ltd.

A-201-208, Wall Street –II/ Opp. Orient Club
Nr. Gujarat College/ Ellisbridgge
Ahmedabad- 80015
Gujarat , India
Tel: +91-79-40016802-77
Cell : +91-9374519754/ 93779881191

12. Preparation and Submission of bids:

- 12.1 Bidder shall prepare and submit their bids in the electronic form at <https://neepco.abcprocure.com> . Online bidding forms shall be available in the above website. Submission of online bids is mandatory for consideration of the bids. The tender specification can be downloaded from this website after vendor registration and payment of bid fee.
- 12.2 Bidders are also requested to visit the websites <https://neepco.abcprocure.com> and <http://neepco.gov.in> for any updated information / clarification regarding the tender.
- 12.3 Bidders may view the tender opening results of techno commercial and price bids at <https://neepco.abcprocure.com> by making their presence for online tendering opening.
- 12.4 In the online bid submission , bidders will submit their Techno – Commercial bids and Price bids in the online bidding forms using their digital signatures.
- 12.5 Scan copy of EMD submitted in the form of DD or in the form of BG in the prescribed format in this tender specification to be uploaded.
- 12.6 Authentic documentary evidence in support of qualifying requirements as mentioned under sl. No. 1 above in the terms & conditions shall be uploaded along with the bid . For qualifying requirements, the documents should be submitted in the form of certificate of clients/ owners. Bids submitted without qualifying requirements shall be rejected.
- 12.7 A signed copy of the detail NIT/ tender specification must be uploaded along with the bid submission in acceptance of NIT conditions.
- 12.8 Besides the online submission , bidders shall” compulsorily submit the following documents in offline mode / physically by registered post or in person in sealed envelop addressed to “ The Sr. Manager(E) , C&P, KHEP , NEEPCO Ltd. , Umrongso, Pin -788931, Assam”.

- a) Earnest Money Deposit in the form of DD or in the form of BG as per prescribed format. The document must be submitted in a envelop super scribing “ Bid Guarantee / EMD against NIT no. KHEP / C&P(E)/2015/232.

- 12.9 The documents submitted in offline/ physically must be sent by registered post with acknowledgement/ transmitted receipt / courier sufficiently in advance so as to reach the office of the under mentioned within the schedule dated and time of bid opening . The bidders are requested to ensure in their own interest the delivery of the documents on time.
- 12.10 Submission of bids not construe qualification for evaluation. The Corporation reserves the right to reject any or all bids or to annul the bidding process and reject all the bids, without thereby incurring any liability to the affected bidders , nor does it have any obligation to inform the bidders of the ground for such action on the part of the owner.
13. In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the date of opening of bids will be the following working day at the appointed times .
14. The bidder registered as Micro/ small Enterprise are exempted from paying applicable bid fee and earnest money deposit subject to submission of valid and relevant document/ certificate. In addition to the above , all other advantages/ benefit as per guidelines of MSMED Act. 2006 shall be extended to the bidders which are registered as Micro , Small or Medium Enterprise.
15. If the bidder is eligible for any concessional duties and taxes he should invariably mention this in the bid. On or before the date of opening the price bid the bidder should also confirm any change in this regard. The price bid shall be evaluated on the basis of the information supplied by the bidder and hence the actual payments of taxes and duties shall be limited to the extent mentioned in the bid or in subsequent confirmation before opening of the price bids.
16. The bid will be opened at the time and date set for opening of bids, in presence of representatives of bidders. Bidders’ authorized representative shall be permitted to attend the bid opening only on production of authorized 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.
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 lump sum amount and breakup, the lump sum amount shall prevail. In such case the bidder shall adjust the breakup as and when requested for billing purpose.
18. 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 possible.
19. The Corporation (NEEPCO) reserves the right to extend the last date and time for submission of bid submission and opening.
20. No separate tender document shall be issued against this NIT.

21. **Important Information and dates :**

S.N.	Particulars	Information / Dates
1	Earnest Money Deposit (EMD)/ Bid Security	Rs. 25000/-
2	Date of commencement of downloading of detail NIT/ tender specification from https://neepco.abcpurchase.com	12:00hrs. of 22.07.2015
3	Last Date & time for receipt of online bids	15:00hrs. of 22.08.2015
4	Last date & time for receipt of offline documents	15:00hrs. of 22.08.2015
5	The last date & time of online opening of bids	15:30hrs. of 22.08.2015

Encl.: 1. BG Format (Annexure-EMD &CPG)

-sd-

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
(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).....
..... (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