

## NOTICE INVITING BID

**Tender No: APGCL/CGM (G)/Transformer oil/2012-13/01 Dated 19<sup>th</sup> July, 2016.**

**Invitee:** - The Chief General Manager (Generation), Assam Power Generation Corporation Ltd.  
3rd floor, Bijulee Bhawan, Paltan Bazar, Guwahati-1, Assam.

**Name of the work: Supply of new grade EHV transformer oil as per IS: 335:1993 from reputed manufacturer in exchange of used/waste transformer oil lying in different power station under APGCL.**

**Eligibility of the bidder:** - i) Only manufacturers (Refinery). ii) Certificate holder of Pollution control Board for re-cycling/Re-refining of hazardous waste/oil. iii) Having experience of exchanging of used Tr. /Turbine oil with new EHV grade Transformer oil.

**Quantity = 125 barrels**

**Completion period:** 60(Sixty) days from the date of award of the contract.

**Bid validity:** 90 days from the date of submission of Bid.

**Cost of Tender Paper for the Package:** Rs.1000/-(Rupees one thousand only) in the form of 'A/C Payee Demand Draft/Banker's Cheque (non refundable) duly pledged in favour of Dy. General Manager (F&A), APGCL, Guwahati-1.

**Earnest Money:** Fixed amount of Rs. 1,00,000 (One lac) in the shape of Bank Demand Draft/Bank Call Deposit of any Nationalized Bank duly pledged in favour of the Dy. General Manager(F&A), APGCL, payable at Guwahati. Tender without Earnest Money will be rejected outright.

**Date of issue of Tender Paper :** On all working days up to 2 PM w.e.f. 19<sup>th</sup> July'16 from the office of the Chief General Manager (G), APGCL, Bijulee Bhawan, 3<sup>rd</sup> Floor, Guwahati-1. Tender documents may be down loaded from the website also. The cost of tender documents must be submitted along with the tender.

**Date of submission of Tenders:** Up to 13-00 Hrs. of 18<sup>th</sup> August 2016

**Date of opening of Tender :** At 14-00 Hrs. of 18<sup>th</sup> August 2016.

Intending Bidders may visit Namrup Thermal Power Station, Lakwa Thermal Power Station and Karbi Langpi Hydro Electric Power Station on any working day for their guidance in submission of bid.

For details of tender, may visit to APGCL's website: **www.apgcl.org**.

  
Chief General Manager (Generation)  
Assam Power Generation Corporation Ltd.

*Upload in the  
APGCL website  
19/7/16*

## **GENERAL INFORMATION & TERMS AND CONDITIONS:**

### **1. GENERAL INFORMATION:**

- 1.1 Around 22 barrels of used Transformer/Turbine/Lubricant oil are at Namrup Thermal Power Station, APGCL, Namrup-786622. The Power Station is located at Namrup, an industrial city of Upper Assam and is well connected with road, Railways as well as Airways.
- 1.2 The 2x50 MW Karbi Langpi Hydro Electric Project, where another 88 barrels of used Turbine /Transformer oil are lying for recycling is located at Lengery, 125 km (approx) south east of Guwahati in Karbi Anglong District of Assam, India. Daily to and fro bus services from Guwahati to Lengry are available. The journey time is around 4(four) hours. Guest house and telecommunication facilities are available in the lengery premises. Core banking facility through State Bank of India is available at Baithalangso which is at a distance of 6 km from the project.
- 1.3 The Lakwa Thermal Power Station, where 15 barrels of used turbine oil are lying for Recycling/re-refining is situated at Maibella, Sufry, Sivsagarh. The power station is well connected by road ways and nearly 40 km away from national high way. Railway and Air ways connections are also there. All facilities like core banking through SBI/telecommunication are available within the power station colony.

### **2.0 INTENT OF THE SPECIFICATION:**

After use of several years, some equipments component like transformer oil/turbine oil/other lubricating oil of Generating power station are found deteriorated and have to recycle/re-refining it through some agency having license from Pollution control Board.

### **3.0 INSTRUCTIONS TO THE BIDDERS:**

#### **3.01 GENERAL TERMS AND CONDISIONS:**

- (a) The successful bidder may send their authorized representative to NTPS/LTPS/KLHEP for lifting the used/waste oil of 22 barrels from NTPS, 15 barrels from LTPS and 88 barrels from KLHEP respectively after billowing out free water. The oil will be filled in dried out barrels. Empty barrels will be supplied by NTPS/LTPS/KLHEP for carrying used/waste oil.
- (b) The quantity of waste oil lifted by the party will be put on record under signature of both parties' authorized representative and concerned APGCL officer and it will be kept under safe custody of GM, NTPS, LTPS and KLHEP respectively.

Total quantity of used/waste oil is 125 barrels (22 from NTPS, 15 barrels from LTPS & 88 from KLHEP)



- (c) The successful bidder will arrange to manufacture new EHV grade transformer oil conforming to IS-335 -1993 using new base stock.
- (d) After manufacture, bidder will inform the CGM (G), APGCL to depute his officer to their refinery and witness the test of oil carried out in their laboratory.
- (e) The successful bidder will supply new transformer oil in new MS barrels and on each new barrel there will be stencil marking of IS 335-1993 with their product license No.-----
- (f) The successful bidder will arrange to deliver new EHV grade transformer oil in new barrels mentioned in the forgoing points absolutely free of cost to all three power station mentioned earlier. New oil quantity to be dispatched to the individual power station shall be informed in the work order.
- (g) The successful bidder will arrange for transportation of the waste oil from NTPS, LTPS and KLHEP to their refinery at their own risk and cost.
- (h) The successful bidder will complete the job in one phase for NTPS & LTPS and another phase for KLHEP.

Total quantity of used/waste oil is 25 KL.

- (i) The successful bidder will submit a Bank Guarantee for an amount Rs. 3,00,000.00 only to DGM (F&A),APGCL, O/O the MD, APGCL, Bijulee Bhawan, Paltanbazar, Guwahati- 1. The GM of NTPS, LTPS and KLHEP will hand over their share of used stock of oil to the successful bidder after being satisfied that the original B/G has been received by the DGM (F&A), O/O the MD, APGCL, Bijulee Bhawan, Paltanbazar, Guwahati- 1
- (j) GM, NTPS,LTPS,and KLHEP, APGCL will arrange the necessary road permits for carrying the new oil from the successful bidder to respective power station. The exact exchange quantity of oil which is to be delivered to NTPS, LTPS, KLHEP will be intimated by CGM (G) while issuing the work order.
- (k) The successful bidder will arrange the road permit, material certificates etc. while carrying the use/waste oil from NTPS/LTPS/KLHEP.
- (l) All loading and unloading charges to be borne by the successful bidder.
- (m) All transit insurance, if required, shall be arranged by successful bidder at their own cost.
- (n) All taxes and duties shall be borne by them.
- (o) The contract is to be completed within 60(sixty) days from the date of issue of order.



#### **4.0 SUBMISSION OF TENDER**

Faxed/ emailed tenders will not be accepted. Bidders are requested to submit their tenders in duplicate by post or by hand delivery in sealed envelope super scribing the Tender Notice No and Due date. The bids must be valid for 90 days from the date of opening of tender for acceptance by APGCL. Further, the language of the bid must be in English.

Latest Income-Tax and Sale-Tax clearance certificates should be submitted by the bidder along with the tender. Sufficient documents in support of the financial soundness of the bidder must be submitted along with the tender.

Bidders are to quote **EXCHANGE QUANTITY** against the **USED/WASTE** Transformer oil/Turbine oil exclusive of taxes and other statutory levies as applicable which shall be borne by bidder extra.

#### **4.01 INSPECTION OF EXCHANGE OIL:**

Bidders may contact the General Managers of Namrup Thermal Power Station, Lakwa Thermal Power Station, and Karbi Langpi Hydro Electric Project, APGCL for the inspection of the used/waste Tr. Oil/Turbine Oil prior to the submission of tender. No complain shall be entertained regarding condition of the materials. Bidders shall make their own assessment regarding actual condition of the materials and quote accordingly. Withdrawal of the tender within the quoted validity period shall not be accepted and in such case the EMD will be forfeited.

#### **4.02 PLACE AND TIME OF OPENING THE TENDERS:**

Tenders will be received in the office of the Chief General Manager (Generation), APGCL, Bijulee Bhawan, Paltanbazar, Guwahati—781001 up to 13-00 hrs of 11<sup>th</sup> August 2016 and the same will be opened at 14-00 hrs of the same date in presence of the intending bidders.

#### **4.03 ISSUANCE OF LIFTING ORDER:**

Lifting order will be issued only after receipt of payment as per sub clause (i) of the clause no (3.01). After receipt of the order, it is the responsibility of the successful bidder to lift and carry the materials to the destination of their choice. APGCL will not be held responsible for any kind of loss or damage etc. to the materials after handing over the materials to the successful bidder on "As is Where is" basis.

**4.04 TIME FOR LIFTING OF USED/WASTE TURBINE AND TRANSFORMER OIL:** Lifting of used/waste transformer/turbine oil and delivery of new grade EHV Tr. Oil to site by the



successful bidder should be completed within 60 (Sixty) days from the date of issue of lifting order. No tools and tackles or manual labours whatsoever shall be provided by APGCL at the time of lifting of the materials.

**4.05 PENALTY/ LIQUIDATED DAMAGE:**

In case of delay in lifting the used/waste Tr./Turbine Oil and delivery of new EHV grade Tr. Oil by the successful bidder beyond the stipulated period of 60 days for no reason attributable to APGCL, a penalty at the rate of Rs. 500/- (Rupees Five Hundred) per day for a maximum period of another 60 days will be imposed (subject to Force Majeure clause as per ASEB's "General Terms and Conditions") on the bidder which shall be paid by him before final lifting of the waste/used Tr./Turbine oil. However, in case the bidder fails to lift the materials within the total period of 120 days from the date of issue of the lifting order, the total bid value will be forfeited unless the period is duly extended by the competent authority of APGCL on receipt of written request from the bidder.

**4.06 CONTRACTUAL FAILURE:**

In the event of contractual failure of any respect on the part of the successful bidder, APGCL shall be entitled to operate the EMD or any money received from the bidder regarding the particular order.

**4.07 HANDING OVER OF USED/WASTE Tr. /TURBINE OILS:**

The General Manager, Namrup Thermal Power Station, G.M, Lakwa Thermal Power station APGCL, and G.M KLHEP,APGCL or any responsible Engineer as deputed by G.M of the respective power station will hand over the used/waste Tr./Turbine oil to the successful bidder after issuance of the lifting order by Chief General Manager (Generation), APGCL.

**4.08 RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS**

APGCL reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.

**4.09 ARBITRATION:**

Any arbitration that may arise during execution of contract shall be made as per relevant Act and venue shall be Guwahati.



#### **4.10 AWARD OF CONTRACT**

The Contract shall be awarded to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the high return of new EHV grade Tr. Oil in exchange of used/waste Tr./Turbine oil, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. APGCL shall be the sole judge in this regard.

#### **4.11 OTHER TERMS:**

Any other terms not covered by above clauses shall be governed by **GENERAL CONDITION OF SUPPLY & ERECTION OF APGCL.**

Handwritten signature and date: A stylized signature followed by the date 12/7/16.

**Chief General Manager (Generation)**  
**APGCL, Bijulee Bhawan, Guwahati-1**

TENDER SPECIFICATION

The bidders are requested to ensure that the following points/aspects in particular have been compiled within their offer failing which the offer is liable to be rejected.

- 1. Please tick (√) the box, whichever is applicable, and cross (X) the box (es), whichever is/are not applicable (NA).
- 2. Please sign on each sheet.
- 3. This "Bid Information Sheets" duly filled in must be submitted along with the offer.

(A) COMMERCIAL

1.0 Whether requisite tender fee has been paid? 

YES	NO	NA
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2.0 If so, furnish the following

- i) Draft no/cheque no. and date:
- ii) Name of Post Office:
- iii) Value:

3.0 Earnest Money Deposit (EMD):

i) Whether requisite EMD has been enclosed? 

YES	NO	NA
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ii) If yes, furnish the following

- a) Name of the Bank:
- b) Value:
- c) Name:
- d) Date of Issue: .....
- e) Period of Validity: .....

4.0 If EMD exemptions is claimed, whether copies of current and valid certificates from competent Authority has been enclosed? 

YES	NO	NA
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5.0 Whether the period of validity of the offer is as required in the tender document? 

YES	NO
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6.0 If not, mention the extent of variation: 

EXTENT OF VARIATION

2

(You can use extra sheet also)

YES	NO	NA
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7.0 If the bidder is seeking business with APGCL for the first time, has he given the details of parties to whom the bidder has supplied materials provided services in past along with performance reports from the parties?

8.0 Is the offer being sent by Regd. Post, Courier Services or proposed to be dropped in Tender Box?

Sent by Regd. Post

YES	NO
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Sent by Courier Services

YES	NO
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Dropped in Tender Box

YES	NO
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9.0 Has it been ensured that there is no overwriting in the tender? Have corrections been properly attested by the person signing the tender?

YES	NO
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10.0 Has the tender been prepared in sufficient details clearly so as to avoid post tender opening clarifications?

YES	NO
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11 .0 Acceptances of the following clauses in to:

i) Guarantee clause:

YES	NO
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ii) Delivery Period including Liquidated damage clause

YES	NO
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iii) Arbitration clause:

YES	NO
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12.0 Whether copy of valid Income Tax

YES	NO
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Clearance Certificate has been enclosed along with copy of PAN card ?

YES	NO
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13.0 Whether details of under Sales Tax/CST

3

Indicated in the offer?

YES	NO
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14.0 Whether bidder's address is registered with the Post Office of the concerned area?



(B) TECHNICAL

1.0 Whether necessary technical Literature/ Catalogue has been attached with the offer?	YES	NO
2.0 Whether the product(s) quoted bear(s) 'ISI'?	YES	NO
3.0 Whether the materials being offered fully Conform to the tender technical specifications?	YES	NO

(C) BIDDER'S OFFER RATE AND PAST SUPPLIES PROFORMA

SL No	NAME AND ADDRESS OF CLIENT(S)	BRIEF DESCRIPTION OF SUPPLIES/EXCHAN GE MATERIALS	PREVIOUS ORDER VALUE OR EXCHANGE QUANTITY	FRESH EXCHANGE OFFER FOR WASTE/USED Tr. OIL	PRODUC T LICENSE NO.	REMARK S

NOTE: Past supplies shall include supplies made during last 3 years only.(Use separate sheets if required)

(D) BIDDER'S INFORMATION PROFORMA

1.0 Status of the Bidder:	Manufacturer	RE-refining/Re-cycling
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Signature and Seal of the bidder

## PROFORMA OF "AGREEMENT"

(To be executed on non-Judicial stamp paper)

This Agreement made this ..... day of ..... two thousand..... Between Assam Power Generation Corporation Ltd. having its head office at Bijulee Bhawan, Paltanbazar, Guwahati-1 (hereinafter referred to as 'Owner' or 'APGCL', which expression shall include its administrators, successors and assign on one part and (hereinafter referred to as the 'Contractors 'X' (Name of the contracting Co.) which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS APGCL' desirous of ..... in ..... Circle associated with APGCL at .....(District) invited Bids for..... (Briefly describe scope of works) for the exchange scheme as per its Bid Specification No.....

AND WHEREAS....."X" ..... Had participated in the above referred Bidding vide their proposal No..... dated..... And awarded the Contract to....." X"..... on terms and conditions documents referred to therein which have been acknowledged by....."X".....resulting into a "Contract"

NOW THEREFORE THIS DEED WITNESS AS UNDER:-

### 1.0 Article

#### 1.1 Award of Contract

APGCL' awarded the contract to....."X"..... for the work of ..... on the terms and conditions contained in its letter of Award No..... Dated..... and the documents referred to therein. The award has taken effect from aforesaid letter of award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in this succeeding

Article.

#### 2.0 Documentation

2.1 The contract shall be performed strictly as per the terms and condition stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents".)

i) Section 1- 4.10 of the Bidding Document.

ii) All required documents like registration certificate from pollution control board, Product license no. etc. are to be submitted by "X".

S APGCL's Letter of Award No..... dated.....duly  
acknowledged by "X".  
S Quality Plans for manufacturing and field activities entitled as Quality  
Plan.

All the aforesaid Contract Documents shall form an integral part of this agreement , in so far as the same or any part conform to the bidding documents and what has been specifically agreed to by the Owner in its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal' but not agreed to specially by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement'.

### **3.0 Conditions & Covenants**

**3.1** The scope of Contract, Consideration, Terms of Payment, Price Adjustments, Taxes wherever applicable, Insurance, Liquidated Damage, Performance Guarantees and all other terms and conditions are contained in APGCL's Letter of Award No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specification under 'exclusion' or Letter of Award.

**3.2** The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract Documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under 'exclusions' or 'Letter of Award'.

### **3.3 Time Schedule**

**3.3.1** Time is the essence of the Contract and schedules shall be strictly adhered to "X" shall perform the work in accordance with the agreed schedules.

### **3.4 Quality Plans**

**3.4.1** The Contractor is responsible for the proper execution of the Quality Plans mentioned in Section 4.8 of GTC. The work beyond the customer's hold points will progress only with the owner's consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's /Sub-contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

**3.4.2** The contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of contractors and its Subcontractor's Quality Assurance Systems and Manufacturing Activities.



It is expressly agreed to by the contractor that the quality test and inspection by the owner shall not in any way relieve the contractor of its responsibilities for quality standards and performance guarantee and their other obligations under the Agreement. 3.4.4 'X' agrees to submit quality Assurance Documents to APGCL' for review and record after completion and within 3 weeks of dispatch of material.

**3.5** It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as Supply-cum-Erection Contract or indicates the break-up of the Contract consideration, for convenience of operation and for payment of sale tax on supply portion, it is in fact one composite Contract on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-performance of any part or portion of the Contract shall be deemed to be breach of the entire Contract.

**3.6** The Contractor guarantees that the equipment package under the Contract shall meet the exchange rate as mentioned in the tender specifications 'C' and in the event of any deficiencies found in the requisite exchange figures, the Owner may at its option reject the exchange package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of Contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract document and without any limitation.

**3.7** It is further agreed by the contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's equipment right to recover the damages/compensation due to shortfall in the equipment performance figures as stated or under any other clause of the agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise. The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the power to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court tribunal, arbitrator or any other authority.

**3.8** This Agreement constitutes full and complete understanding between the parties and terms of the payment. It shall supersede all prior correspondence terms and conditions contained in the Agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

#### **4.0 SETTLEMENT OF DISPUTES**

4.1 It is specifically agreed between parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement and Arbitration as specified in clause 41 of the General Condition of the Contract and provision of the Indian Arbitration Act, 1996 shall apply. Guwahati Courts alone shall have exclusive jurisdiction over the same.

#### **4.2 NOTICE OF DEFAULT**

Notice of default given by either party to the other under agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgements due addressed to the signatories at the addresses mentioned at Guwahati.



IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Guwahati .

WITNESS:

1. .... (Owner's signature) (Printed Name)

2. .... (Designation)(Company's Stamp)

- 3. .... (Contractor's Signature)(Company's Name)
- 4. .... (Designation)(Company's Stamp)

GA .