

Bid Document

| Bid Details | |
|---|---|
| Bid End Date/Time | 02-08-2021 16:00:00 |
| Bid Opening Date/Time | 02-08-2021 16:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 65 (Days) |
| Ministry/State Name | Ministry Of Power |
| Department Name | Na |
| Organisation Name | N/a |
| Office Name | Lanco Teesta Hydro Power Limited |
| Item Category | Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Washer , Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Office Peon , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Cook , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Plumber , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Carpenter , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Attendant , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Cook , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Administrative Operator or Office Ass |
| Contract Period | 1 Year(s) |
| Minimum Average Annual Turnover of the Bidder | 9 Lakh (s) |
| Years of Past Experience required | 3 Year (s) |
| Past Experience of Similar Services required | Yes |
| MSE Exemption for Years Of Experience and Turnover | Yes |
| Startup Exemption for Years Of Experience and Turnover | Yes |
| SHG Exemption for Years of Experience and Turnover | No |
| Document required from seller | Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | No |

| Bid Details | |
|--|-----------------------------|
| Time allowed for Technical Clarifications during technical evaluation | 4 Days |
| Estimated Bid Value | 2919373 |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|----------|----|
| Required | No |
|----------|----|

ePBG Detail

| | |
|-------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 14 |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Senior Manager (Civil)

Lanco Teesta Hydro Power Limited, Teesta VI HE Project, Balutar, Singtam, East Sikkim Sikkim-737134.

(Md. Tarique)

Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Annual turnover Required by Buyer in Crores: Average Annual Turnover for last 03 Financial Year should be Rs. 0.09 crores.

Scope of work & Job description: [1624629561.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Sweeper (2)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Unskilled |
| Type of Function | Others |
| List of Profiles | Sweeper |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---------|--|------------------------|
|-------|-----------------------------|---------|--|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|---|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 2 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 427 • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 13.88 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 55.51 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Washer (2)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Unskilled |
| Type of Function | Others |
| List of Profiles | Washer |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|-----------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|---|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 2 | <ul style="list-style-type: none"> • ELDI (INR per day) : 0 • ESI (INR per day) : 13.88 • Provident Fund (INR per day) : 55.51 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 427 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Office Peon (5)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Unskilled |
| Type of Function | Others |
| List of Profiles | Office Peon |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---------|--|------------------------|
|-------|-----------------------------|---------|--|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|---|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 5 | <ul style="list-style-type: none"> • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 13.88 • Minimum daily wage (INR) exclusive of GST : 427 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 55.51 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Cook (1)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Cook |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|-----------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 500 • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 16.25 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 65 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Plumber (1)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Plumber |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---------|--|------------------------|
|-------|-----------------------------|---------|--|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 500 • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 16.25 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 65 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Carpenter (1)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Carpenter |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|-----------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 500 • Provident Fund (INR per day) : 65 • ELDI (INR per day) : 0 • ESI (INR per day) : 16.25 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Attendant (3)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Attendant |
| Educational Qualification | High School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---------|--|------------------------|
|-------|-----------------------------|---------|--|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 3 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 500 • Provident Fund (INR per day) : 65 • ELDI (INR per day) : 0 • ESI (INR per day) : 16.25 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Cook (1)

Technical Specifications

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Skilled |
| Type of Function | Others |
| List of Profiles | Cook |
| Educational Qualification | Not Required |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|-----------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 603 • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 19.6 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 78.39 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Administrative Operator Or Office Assistant Or Executive Assistant (1)

Technical Specifications

| Specification | Values |
|---------------------------|--|
| Core | |
| Skill Category | Skilled |
| Type of Function | Admin |
| List of Profiles | Administrative Operator or Office Assistant or Executive Assistant |
| Educational Qualification | Graduate |
| Specialization | Arts |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s) | |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---------|--|------------------------|
|-------|-----------------------------|---------|--|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Resources to be hired of above mentioned technical specification | Additional Requirement |
|-------|-----------------------------|---|--|--|
| 1 | Mohammad Tarique | 737134,LANCO TEESTA HYDRO POWER LIMITED, TEESTA VI HE PROJECT BALUTAR SINGTAM | 1 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 603 • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 19.6 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 78.39 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 |

Buyer Added Bid Specific Additional Terms and Conditions

- Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
- Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

5. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
7. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
9. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
10. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
11. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Lanco Teesta Hydro Power Limited payable at Singtam, East Sikkim. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
12. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Lanco Teesta Hydro Power Limited Account No. 00000038958435329 IFSC Code SBIN0007515 Bank Name State Bank of India Branch address Singtam, East Sikkim, Sikkim, PIN-737134 . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
13. In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:
 - Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
 - A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
 - In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

14. Buyer Added text based ATC clauses

Special Conditions of Contract:

These conditions are to be read in conjunction with the Buyer Added Bid Specific Additional Terms and Conditions and in case of any discrepancy or variation or conflict between the two, the provisions contained herein shall prevail.

1. Payment Terms & Conditions:

Payment shall be made by the employer within 10 days from the date of submission of the bill subject to the acceptance of the Engineer - In - Charge, on monthly basis by way of RA bills on the basis of actual work done after submission of necessary documents by Contractor and deducting all statutory taxes / levies & duties like Income Tax, Work Contract Tax etc. as applicable in the state. Monthly bill shall be submitted by the Contractor along with all necessary documents immediately after completion of the month.

After award of the contract and during the currency of the contract period as and when VDA/minimum wages are revised, only the differential amount of revised VDA/minimum wages shall be reimbursed to the contractor.

The payment to the contractor shall be released only on submission of bill along with the following documents duly certified by Engineer-in-Charge:

- Bank Statement as a proof of deposit of salary through NEFT/ECS transaction into account of individual worker.
- Self-attested copies of proof of deposit of EPF & ESI (if applicable) by contractor to workers account for the relevant month under consideration duly reconciled with the disbursement of wages.
- The contractor shall submit the proof of filing of GST Return for previous month along with RA / Final bills.
- The Contractor shall have valid registration with EPFO and ESIC. Further all the workers deployed by Contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The rates and prices quoted by the bidder shall be exclusive of EPF and ESI contribution in respect of this contract. EPF and ESI Contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis on submission of documentary evidence.

Further the reimbursements are subject to Production of Contract wise copy of separate Challan cum Return (ECR) for monthly payment of EPF by the contractor. However, during currency of the contract the contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

- The Contractor shall take the ESIC. In case ESIC is not available, then the Contractor has to take any appropriate Medclaim insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer-in-charge. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.
- Certificate in the format (Annexure-A) shall be submitted by all the Contractors/Service Providers (on their letter head) along with each and every bill (whether running or final).
- Insurance Policies like: ESIC, Workmen Compensation Policy & any Medical Policy.
- Copy of details entered by the contractor at CLPM Portal of the previous month shall be submitted with monthly bill.
- Bank Charges, if any, shall be borne by the Contractor.
- Taxes as applicable shall be deducted at source from bill as per prevailing Govt. norms.
- Bidders are required to submit duly filled ECS Form as Annexure-B.

"Terms of Payment"

In case of MSE:

All the payments for the supplies and/or services (as applicable) rendered by MSEs (Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty-five (45) days from the day of acceptance*.

In case payments are not released as mentioned above, Teesta-VI HE Project (LTHPL) shall pay the principal amount plus compound interest with monthly rates from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

In case of non-MSE:

All the payments for the supplies and/or services (as applicable) rendered by non-MSEs (non -Micro & Small Enterprises) Supplier/Contractor under the Contract shall be released within forty five (45) days from the receipt of invoice/bills from the contractor/supplier complete in all respect.

In case payments are not released as mentioned above, Teesta-VI HE Project (LTHPL) shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% p.a.

*Day of Acceptance means – day of actual delivery of goods or the rendering of services complete with all necessary supporting documents for release of payment; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier.

1.1 PAYMENT ON ACCOUNT: - Deleted.

1.1.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

1.1.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.

1.1.3. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- charge.

1.1.4. Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

1.1.5. In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.

1.1.6. Statutory taxes like Income Tax, Work Contract Tax etc. as applicable in the State shall be deducted from payment.

1.2. PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 3 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

2. Contractor's responsibility:

- a. The contractor shall submit relevant experience certificate of deployed manpower as mentioned in scope of work to Engineer-in-charge before commencement of work.
- b. The contractor shall provide manpower as per Special Terms & Conditions of Contract (Clause 3). Suitable substitute shall be provided by the Contractor in case of absence of minimum manpower as required in the contract otherwise recovery as per clause 9 of Special Condition of Contract shall be made from the bills of contractor.
- c. The Contractor shall make his own arrangements for transportation, accommodation, electricity & water supply for him including his workmen and nothing extra shall be paid on this account.
- d. Depending on availability of residential accommodation, (if provided) to the contractor for his/her staff engaged for the work at recovery rate fixed by Teesta VI HE Project and terms & conditions approved by competent authority from time to time. Prevailing rates are as under:-

| Sl. No. | Type of quarter | Monthly Recovery rent Amount |
|---------|----------------------------------|------------------------------|
| 1 | Zero Type | Rs. 50/- |
| 2 | Field Hostel (I) Without Kitchen | Rs. 50/- |
| 3 | Field Hostel (II) With Kitchen | Rs. 50/- |
| 4 | Type -I Quarter | Rs. 750/- |
| 5 | Executive Field Hostel | Rs. 1,000/- |

Electricity charges shall be recovered from Running Account Bills based on actual consumption and unit rate fixed by LTHPL.

Penal Rent Recovery:-

Note :- On Operational Ground of Teesta VI HE Project/ Administrative exigency, LTHPL, Teesta-VI HE Project can get vacated the quarter at any time by giving 15 days' advance notice and occupant shall have to vacate the quarter within 15 days of issue of such notice, failing which, penal rent will be imposed as per following provisions :

(I) Two times of prescribed rent after giving 15 days of date of issue of notice for vacation of Quarter/ FH/ EFH OR Two times of prescribed rent after 15 days of cessation of contract, whichever is earlier.

(II) Three times of prescribed rent after expiry of 30 days of date of issue of notice given for vacation of Quarter/ FH/ EFH OR Three times of prescribed rent after 30 days of cessation of contract, whichever is earlier.

(III) Five times of prescribed rent after expiry of 45 days of date of issue of notice given for vacation of Quarter/ FH/ EFH OR Five times of prescribed rent after 45 days of cessation of contract, whichever is earlier.

(IV) Ten times of prescribed rent after expiry of 60 days of date of issue of notice given for vacation of Type-I Quarter/EFH OR Ten times of prescribed rent after 60 days of cessation of contract, whichever is earlier.

For Zero Type, FH-I & FH-II, Rs. 3000/- after expiry of 60 days of date of issue of notice given for vacation OR Rs. 3000/- after 60 days of cessation of contract, whichever is earlier.

V) Fifteen times of prescribed rent after expiry of 75 days of date of issue of notice given for vacation of Quarter/EFH OR Fifteen times of prescribed rent after 75 days of cessation of contract, whichever is

earlier.

For Zero Type, FH-I & FH-II, Rs. 5000/- after expiry of 75 days of date of issue of notice given for vacation OR Rs. 5000/- after 75 days of cessation of contract, whichever is earlier.

Further, for penal rent recovery, if the contract is completed and still the Quarter/ FH/ EFH is not vacated by contractor, penal rent will be recovered from Final bill and/or Security Deposit or payment in respect of any other ongoing work till the vacation of the accommodation at a rate as described in d (I-V) above. Penal recovery for part of month will be deducted on proportionate basis.

Implementation of this clause will be certified by EIC on monthly basis and will be certified quarterly by EIC and HR Head or his representative not below the rank of Senior Manager (HR) from first RA bill onwards (First Month Then Quarterly). Based on above bill will be released.

e. The contractor shall pay the wages to the workers by 7th of each succeeding month in their respective bank account. The contractor shall also submit the bank account nos. of contract workers in which the salary is deposited. Copy of bank statement shall be submitted to establish the date of payment.

2.1. Contractor shall ensure that all the labours appointed by him are paid minimum wages as fixed by the Central Government in terms of Minimum wages act and other statutory requirements. The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

2.2. The contractor shall be liable to make payment to all his employees and shall comply with labour laws. If Lanco Teesta Hydro Power Limited were held liable as Principal Employer to pay contribution, in respect of the employees of the contractor, then the latter would compensate Lanco Teesta Hydro Power Limited with amounts of such contributions so paid by the Lanco Teesta Hydro Power Limited. Further if the payment to their workers is not made by the contractor, the same shall be paid by Lanco Teesta Hydro Power Limited by deducting the amount from the running bills/ any monies payable to the contractor with overhead charges of 15%.

2.3. The contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Labourers, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.

2.4. The contractor shall clearly inform the labour that working in Lanco Teesta Hydro Power Limited premises will not entitle them for any job in Lanco Teesta Hydro Power Limited in future.

2.5. The contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the labours engaged for the work.

2.6. All the workers engaged by the contractor are subjected to Security check while entering and leaving the premises.

2.7. The contractor will be responsible for the good conduct of his employees. In case of any misconduct or misbehaviour of his employees' suitable action shall be taken as per the directions of Engineer In-charge.

2.8. The contractor or his authorized supervisor/ engineer will come regularly to site to ensure that the work is being performed following all Rules, Regulations and Acts as specified in clause 3.0 above. Besides above, necessary coordination, taking instruction from Dept. and supervision of the work shall also be the responsibility of the contractor.

2.9. The contractor shall maintain spares and T&P emergency stock in Lanco Teesta Hydro Power Limited premises for which space on demand may be provided.

2.10. The contractor should ensure that labour should wear uniforms, badges, shoes and safety and security items during their duty hours. Also the contractor service personnel must have valid company identity cards for identification purpose.

2.11. The contractor shall also provide the mobile no. / telephone no. to contact the service personnel.

2.12. All consumable and material used by Contractor shall be of standard brand as approved by Engineer in Charge.

2.13. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour

with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

2.14. The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

2.15. In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.

2.16. The contractor shall furnish to the Engineer-In-charge, a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract labour in Lanco Teesta Hydro Power Limited. To obtain License, Lanco Teesta Hydro Power Limited shall issue a certificate in Form V.

2.17. COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:

2.17.1. During continuance of the Contract, the Contractor and his Sub-contractor(s) shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Principal Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

The employees of the Contractor and his sub-Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry including amendments (if any) are given below.

(i) Employee Compensation Act 1923 as amended

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPF-95. The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.
- (iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees.

- (v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer (the Employer) and recover the same from the Contractor from any amount/monies due to him. The principal Employer (the Employer) is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of Contractor or Principal Employer (the Employer) if they employ 20 or more contract labour.

- (vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified by the appropriate Government as per provisions of the Act.

- (vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- (viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not making discrimination against Female employees in the matters of transfers, training and promotions etc.

- (ix) Payment of Bonus Act 1965 and any further amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing ` 21,000/- P.M. or less. The bonus to be paid to employees getting ` 7,000/- P.M. or the minimum wages for the scheduled employments as fixed by the appropriate Govt. whichever is higher. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

- (x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- (xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and Employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- (xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The interstate migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess @ 1% of the cost of construction as may be notified by the Government. The Employer (the Contractor) to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employees in case of sickness, Maternity and Employment injury and for certain other matter in relation thereto.

The compliance of the labour laws / acts shall be along with amendments (if any) of the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer" for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970.

2.17.2 The Contractor shall be responsible to secure compliance with all central & state Government laws as well as rules, regulations, bye laws and others of the local authorities and statutory bodies as may be in force from time to time as applicable. The Contractor shall also be responsible for giving the required notice to any statutory or local bodies as required by law and obtain all requisite licenses as applicable to him under the contract. The Contractor at all times shall indemnify the Employer against all claims, damages or compensation, any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

2.17.3. The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

2.18. Social Accountability 8000 Compliance:

The Contractor shall comply with all the requirements of SA 8000:2001 and maintain appropriate records in support thereof, and produce for inspection by NHPC representatives as and when called for.

2.19. The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

2.20. The Contractor including its Sub-contractor shall have the registration with EPFO and ESIC. Further all the workers deployed by Contractors or Sub-contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor. These contributions on the part of Employer paid by the Contractor shall be reimbursed by the Engineer-in-Charge to the Contractor on actual basis on production of documentary evidence. The reimbursements are subject to Production of Contract Wise copy of separate Challan Cum Return (ECR) for monthly payment of EPF by the Contractor. However, during currency of the Contract the Contractor shall also comply and furnish the document in respect of statutory returns of EPF like F-6A and F-3A in respect of Contractor's Employees engaged in the Contract.

The Contractor including its Sub-contractor shall ensure that the payment is being made to contract workers through bank. The Contractor including its Sub-contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.

In addition to above, the Contractor including its Sub-contractor shall also submit the Bank account nos. of the contract workers in which the salary is deposited by the Contractor including its Sub-contractor. The Contractor including its Sub-contractor as proof shall submit the account statement in respect of salary paid to the contract workers for the month prior to the month in which the Contractor submits Running account bill.

The Engineer-in-Charge or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him or his Sub-contractor to the contract workers deployed by him or his Sub-contractor and the statutory compliance. The Contractor shall in no case withhold the payments due to their employees for any reasons whatsoever including that on account of non-clearance of its bill by the Engineer-in-Charge or his authorized representative.

3. Scope of Work & Services:

3.1 Scope of Work:

The scope of work shall be including but not limited to "Providing services for Running & Maintenance of office, residential building and canteen at Barrage Complex, Sirwani of Teesta VI H.E. Project."

Details of Manpower requirement are as below:

Skilled Manpower : 02 Nos.

Semi - Skilled Manpower : 06 Nos.

Un - Skilled Manpower : 09 Nos.

However, the above Scope of work is only illustrative not exhaustive. The actual services may vary/change as per requirement of work. The decision of Engineer-In-Charge in this regard shall be final and binding.

One manpower may be nominated as supervisory staff by EIC to supervise all the works, receipt instructions from the department and produce documents on requisition of Department.

3.2 Personal Protective Equipments:

All the manpower shall be engaged from the State of Sikkim and if the specialized workmen is not available in Sikkim, then the same may be arranged from outside after compliance of labour laws. But on completion of the job, the contractor shall send back the migrated labour belonging to outside of Sikkim.

Uniform shall be supplied/provided by the Contractor on the written request of Engineer - In - Charge to the required workers. The cost of the uniform shall be reimbursed by M/s LTHPL to the contractor on actual basis on submission of proper documents with Original GST Invoice.

The wearing of uniform (If provided by the Contractor to the manpower) during duty/working hours shall be ensured by the contractor or his authorized representative to the satisfaction of Engineer in Charge.

In case any contractual/R&M staff is found without uniform/non-wearing of PPE (If provided in contract) during duty hours/execution of work for any part or full month, recovery from the bill for the month shall be made @Rs 300/- per head per month plus applicable GST from respective contractor i.e. from contractor's bill.

Implementation of this clause will be certified by EIC on monthly basis.

4. Any problem related to the said works not connected with the Deptt. directly or indirectly shall be dealt and resolved by the contractor for which Deptt. shall not be held responsible.

5. The contractor shall ensure all the safety measures during the execution of work and in case of any mishap including death, all financial liabilities shall be borne by the contractor as per Workmen Compensation Act.

6. Safety equipments as per requirement of the work shall be arranged by the contractor at his own cost, if not covered in BOQ. Samples of the same shall be got approved by Engineer-in-Charge.

7. The contractor shall provide manpower with good manners who would perform the job as directed by Engineer-in-charge or his authorized representatives. In case, it is found that the behavior of any workmen is not up to the mark, such persons shall be removed immediately from the site. Contractor shall ensure that deputed manpower shall not indulge in any unlawful activities in and around the project areas.

In this regard, Police Verification of the workers engaged in the Contract shall be done by the Contractor at his own cost and the same has to be submitted to the Engineer-In-Charge within one (01) month from the commencement of work.

8. The contractor / all contractual/R&M staff shall maintain discipline and honesty at work place. However, if any contractual/R&M staff is found to be indulging in any activities which is prejudicial to the interests of the work i.e. theft/fraud/dishonesty/criminal activities/unlawful act or misbehavior with officers or co-workers/other R&M staff etc then the contractor shall immediately terminate the concerned person and deploy another suitable person in his/her place.

9. Recovery on account of non-deployment of manpower:

The number of manpower in different categories is indicated in the contracts. However, the possibility of absence of deployed contractual/ R&M staff may not be eliminated due to justified reasons. In such cases, the concerned contractor shall ensure deployment of efficient and capable manpower in place of the absent manpower immediately.

The capability/aptitude to perform the work by the contractual/R&M staff shall be assessed by Teesta VI HE Project during contract period and if any contractual/R&M staff is not found upto mark due to his/her poor capability and efficiency, the Engineer-In-Charge shall take up this issue with the respective contractor for suitable replacement. Also, in case of change of any individual efficient and capable manpower in different categories, the capacity/efficiency of replaced manpower may be assessed by Teesta VI HE Project and only suitable manpower shall be deployed for Teesta VI HE Project works. The assessment of capability and efficiency of manpower may take some time.

(A) Recovery on account of non-deployment of manpower as specified in the scope of the work/contract, due to the justified reasons, certified by EIC to be not attributable to the contractor, will be made limited to minimum wages (i/c VDA) plus contractor's profit @10% plus applicable GST but without imposing of any penal recovery as under :

Rate of Recovery=100% X [Basic minimum wages of the respective category of labour (i/c VDA) + Contractor Profit @10% + Applicable GST].

(B) Any other type of non-deployment including absence from duty by contractor's workman, not covered under 'A' above shall be considered to be attributable to contractor and the rate of recovery will be made from Monthly bills with imposing penal recovery of 10% and GST on it, at the rate as under:

Rate of Recovery=[110%X (Basic minimum wages of the respective category of labour (i/c VDA) + Contractor Profit@10% + Applicable GST)] + applicable GST on penalty recovery of 10%.

(C) EPF & ESI shall not be reimbursed for the absentee period under points (A) & (B) above.

10. The Contractor shall ensure timely attending of complaints, rectification of faults/services/ up-keeping/cleanliness to the satisfaction of Engineer in Charge within reasonable time period or the period specified by the Engineer-in-charge, in case of emergency. Any delay on account of contractor/ service personnel, negligence will result as imposing of compensation @ Rs. 300/- per day plus applicable GST and the same shall be recoverable from the bill of respective contractors to whom the scope of work pertains.

11. Biometric Attendance:

Biometric Attendance System is not applicable to the Project area as of now due to Pandemic Situation for COVID 19 in the country. Attendance of manpower will be marked on manual register in every respective Department where the manpower will be engaged. However, Biometric Attendance System shall be applicable as per the notification of Local Govt. or Central Govt. in future. Biometric Attendance System shall be provided by the Employer to the Contractor.

The proper working of Biometric attendance will be certified by EIC on monthly basis and will be certified quarterly (First Month Then Quarterly) by EIC and IT Head of Teesta-VI HE Project jointly. Based on above certification monthly RA bill will be paid.

12. All other rules of Central and State Government as applicable shall strictly adhere to.

13. All taxes/duties including GST as applicable and leviable on the Employer shall also be included in the prices/rates, which shall be deducted from the contractor and deposited to the concerned authority by the Employer.

14. Teesta-VI HE Project (LTHPL) reserves the right to terminate the contract in full or part if the Contractor breaches any of terms and conditions of the contract or the execution of work is not found satisfactory. In such cases and abandonment of the work by the Contractor during execution of the work, Teesta-VI HE Project (LTHPL) shall be at its liberty to forfeit the security deposit as per contract.

15. Contractor shall comply with all applicable mandatory legal requirements in providing of services to Teesta-VI HE Project (LTHPL) relating to environment and occupational health & Safety etc.

16. The contract staff deployed under this contract can be engaged in any location of Teesta-VI HE Project (LTHPL) including offices, work site and field hostels within the State of Sikkim as per the direction of EIC and the requirement of LTHPL.

17. Disputes: Any dispute arising out of the contract shall be under the jurisdiction of the Hon'ble High Court of Sikkim at Gangtok.

18. The contractor will update/enter the details of contract labour engaged as well as payment made to them on CLPM Portal System available at www.nhpcindia.com within 7th of each succeeding month.

19. The Contractor can change any of the existing contractual manpower, only with the written permission of the Engineer-In-Charge.

20. The contractor shall issue laminated identity card with colour photo and neck strap to all contract staff within 07 days of award of work/within 7 days of start of work and to be verified by EIC of the work and HR Head/his representative not less than SM (HR). If contractor does not provide laminated identity card with colour photo and neck strap to all contract staff within the period as above then a penalty of Rs. 200/- plus applicable GST per month per contract staff shall be levied to the contractor.

21. It shall be mandatory on the part of Contractor to enter/ update the contract labour data in Contract Labour Payment Management Portal on NHPC website www.nhpcindia.com on or before 07th of the following month. If the contractor fails to do so in time, a penalty amounting to Rs. 3,000/- (Three Thousand) only per month shall be levied. In case of continued non compliance, the amount of penalty shall be increased twice of the first month in the succeeding month and so on.

22. Performance Security/ Security Deposit:

Within 15 days of receipt of Contract, the contractor shall furnish to the Engineer-in-Charge a performance security in the form of Demand Draft/ in the form of payment online through RTGS/Internet Banking also (besides PBG which is allowed as per GeM GTC) as per clause No. 11 or 12 of Buyer Added Bid Specific Additional Terms and Conditions herewith for an amount equal to (03) three percent of the originally awarded contract price by way of guarantee valid till two months beyond the Contract period as mentioned in the contract for the due and faithful performance of the contract along with the other terms and conditions agreed to. The Contractor shall ensure confirmation of PBG through SFMS mode to the Employer's Bank, i.e. SBI Singtam Branch.

In case of non-submission of BG towards Performance Security, Security Deposit shall be deducted from initial payments due to the Contractor till total amount of security deposit becomes 3% of the Contract Value.

The Performance Security/ Security deposit shall be released after successful completion of the entire Contract Period, including extension, if any. The Performance Security/ Security deposit amount will not earn any interest for the whatsoever period detained by LTHPL.

23. "Similar item/Services" means Running and Maintenance Work.

"In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates shall also be produced along with experience certificate."

24. WARRANTY:

During the period of the contract, if the contractor fails to rectify any defect pointed out to him the same shall be got done by Lanco Teesta Hydro Power Limited at the risk and cost of contractor and recovered from the Security Deposit or any other amount payable to the contractor. For non-performance of certain items or unsatisfactory performance, penalty shall be levied on pro-rata basis as decided by Engineer- In-charge. The penalty liveable from the contractor for such non-performance shall not be higher than the amount equivalent to which would have become payable to the contractor by Lanco Teesta Hydro Power Limited had the work been executed by the contractor as per schedule.

In case of any damage or loss on account of acts of commission or omissions of the contractor, the same shall be compensated by the contractor or else shall be recovered from available payment or any monies payable to the contractor.

25. TERMINATION:

If the work is found to be unsatisfactory during the execution of the contract or the contractor commits default in any of the terms and conditions of the contract, LTHPL reserves the rights to terminate the contract and can get the work done by another agency at the risk and cost of the contractor.

26. INSPECTION:

All works under or in course of execution or executed in pursuance of the Contractor shall at all times be open to the inspection and supervision of the Engineer in Charge or his authorized representatives.

27. ENGINEER-IN-CHARGE AND HIS DECISION:

Head of Project (Teesta VI HE Project) / Head of Division, Lanco Teesta Hydro Power Limited or his authorized representative shall be the Engineer-In-Charge of the aforesaid contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer-in-Charge, except as herein otherwise provided.

In respect of all matters, which are left to the decision of Engineer-In-Charge including granting or withholding of certificates, the Engineer-In-Charge shall, if required, give in writing a decision thereon and his reasons for such decision. Such decision shall be final and binding on the Contractor.

28. QUANTITY VARIATION:

During the execution of the contract, the employer reserves the right to increase or decrease the original quantities of item without any change in unit price or other terms & conditions. In case items for which rates are not available in the Schedule of Quantities & Prices, the rates of such items shall be paid at the analysed rate based on actual input to be provided by the Contractor.

29. SAFETY:

The work shall be carried out strictly adhering to all the safety norms as per NHPC Safety Rules and therefore Contractor shall have to ensure safety of all the labourers engaged by them while working.

The Contractor shall provide & make all necessary gadgets/arrangements for safety of his workmen. The Corporation shall not, in any way be responsible for accident minor, major or fatal to any of his workmen or for any damage arising there from during the pendency of the contract, which shall be the sole responsibility of the contractor. The insurance charges of the workmen shall be borne by the contractor.

Protective equipment like safety shoes, safety helmets, gloves etc. shall be supplied by the contractor to the labour and shall be used particularly when working in electrically charged areas. Special precaution should be taken and/or Engineer in Charge should be contacted before entering the electrically charged areas.

The Contractor shall be responsible for safety of all workmen employed by him from time to time and shall be responsible for payment of compensation that may arise from time to time as a legal obligation or otherwise whatsoever it may be.

30. INSURANCE:

The Contractor shall take the ESIC. In case ESIC is not available, then Mediciam insurance policy or any other policy as applicable for his workers engaged for the works and shall submit the proof of the policy to the Engineer-in-charge before commencing the work.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

31. SUBLETTING OF CONTRACT:

The Contractor shall execute the work himself and no part of the contract shall be, without the prior consent in writing of the Engineer-in-Charge or Employer, sublet or transfer other than for minor details, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

32. CONTRACTOR'S SUPERVISION:

The Contractor shall appoint at his own expense adequate number of supervisors/ engineers with sufficient experience to supervise the Works.

The contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

33. REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer in charge. Any person so removed shall be replaced immediately.

34. ECOLOGICAL BALANCE:

During the course of work the contractor shall ensure compliance to Ecological balance under various regulations and acts in vogue including following:-

1. Environment Protection Act 1986
2. The Water (Prevention and control of Pollution) Act,1974
3. Air (Prevention and control of Pollution) Act 1981

35. FORCE MAJEURE:

35.1. The term "Force Majeure" shall herein mean riots (other than among the contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

35.2. On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

- (i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site

but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

(ii) Provided, however, in an eventuality as mentioned in sub-clause 35.2 (i) above, the following provisions shall also have effect:

a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the completion of the works under and in accordance with the Contract; and

b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re-execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

35.3. Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

36. SUSPENSION OF WORKS:

36.1. The contractor shall on the order of the Engineer-in-charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:

a) Provided for in the Contract, or

b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or

c) Necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.2. If the progress of works or any part thereof is suspended on the order of the Engineer-in- charge for more than three months at a time the contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

37. FORE-CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

37.1. If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

37.2. The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

38. TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

39. TIME FOR COMPLETION AND EXTENSIONS:

39.1. Time for Completion allowed for execution of the Works is as specified in Contract Document of these conditions.

39.2. However, if the work is delayed on account of:

- i. Delay in handing over of site to the Contractor; or
- ii. Increase in the quantity of work to be done under the contract; or
- iii. Suspension of work; or
- iv. "Force Majeure" or
- v. Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy (ies). Provided further that such extension is not caused by increase in Contract Price of Works.

39.3. In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time sue motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

- a. within 14 days after such event has first arisen notified the Engineer and
- b. Within 28 days or such other reasonable time as may be agreed by the Engineer – in – charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

40. COMPLETION CERTIFICATE:

40.1. The work shall be completed to the entire satisfaction of the Engineer-in-Charge and terms and conditions mentioned in clause-39. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within

two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

40.2. No certificate of completion shall be issued as stipulated under 40.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose of the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

41. OVER PAYMENT AND UNDER PAYMENT:

41.1. Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the contractor from the Employer or from his security deposit, or he shall pay the claim on demand.

41.2. The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 28.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

41.3. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.

41.4. Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

41.5. Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 42 hereof, or by the competent court.

42. SETTLEMENT OF DISPUTE:

42.1 Amicable Settlement:

42.1.1 If any dispute arises between the Employer and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction,

opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

42.2 Arbitration: - Deleted.

42.2.1 Except as otherwise provided in clause-42.1 above, hereinbefore, all questions, dispute or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Employer, in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:

42.2.2 Any dispute or difference what so ever arise between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation /or effect of this Contract or validity of the breach thereof, shall after written notice by either Party to the other be referred for adjudication and such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as set forth below:

(i) The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the President of the Institution of Engineers (India).

(ii) If one of the parties fail to appoint its arbitrator in pursuance of sub clause (i) and (ii) above, within 30 days after receipt of the notice of appointment of its arbitrator by the other party, then the President of Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the President of Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.

(iii) The decision of the majority of arbitrators shall be final and binding upon both parties.

(iv) The fee payable to arbitrators shall be as per the model fee structure of NHPC, the present modal fee structure is placed at Annexure-B. The fees include the sitting fee of arbitrators, reading fee, award writing fee and secretarial expenses etc. and nothing is payable other than this by whatsoever name called. The cost and expenses of Arbitration shall be borne in such a manner as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(v) The seat of Arbitration shall be at

The cumulative claims not exceeding 25% of the initial Contract Price can only be referred to arbitration and the claims above 25% of the initial Contract Price are to be referred to commercial court.

The court at shall have exclusive jurisdiction on the disputes arising out of the contract.

42.2.3 It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

42.2.4 Notwithstanding any reference to the Arbitration herein,

(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) the Employer shall pay to the Contractor any moneys due to the Contractor.

(c) The party invoking arbitration shall have to deposit a sum equal to 5% of the amount claimed under dispute with the other party at the time of invocation of arbitration clause. The amount of 5% should be deposited in Demand Draft / NEFT / RTGS and no other security such as bank Guarantee etc. will be accepted against this amount. The amount so deposited shall be adjusted against costs, if any, awarded by the Arbitral Tribunal against the claimant party and the balance remaining after such adjustment and in the absence of any such costs being awarded, the whole of the sum will be refunded to the party within one month from the date of the award. A simple interest @6% per annum shall be paid by the other party on the amount deposited by the party for referring the claim to arbitration.

In case of contract with another Public Sector Enterprises and Government Department (s) / Organization(s) (other than those related to taxation matters), the above said clauses 42.2.1 to 42.2.4 shall stand deleted and the following Arbitration clause shall be applicable:-

i) All questions, disputes or differences whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be referred to arbitration in the manner provided as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Department (s) / Organization(s) (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)FTS-1835 dated 22.05.2018.”

ii) Both the Employer and Contractor (CPSE / Government Department) shall refer the existing dispute(s) to the Arbitrator at the earliest.

iii) The arbitrator shall make a speaking award.

iv) The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute.

Note: This provision is applicable to disputes with central PSEs/Port Trusts/Government Department (s)/Organization(s) (other than those related to taxation matters) only.

42.3. However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement.

42.4 Simple Interest @6% per annum shall be payable on the awarded amount of the dispute/claim for the pre reference and pendente lite period. - **Deleted.**

43. General:

The Employer reserves to itself the right to take over the part or full contract from the Contractor after the award of the Contract or during the execution of Contract without assigning any reason.

44. TRAINING OF APPRENTICES:

The contractor shall, during the currency of the contract, engage and also ensure engagement by his sub-contractor and other employed by the contractor in connection with the works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

45. Employment of Skilled / Semi-Skilled Workers:

The Contractor shall, at all stages of work, deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work.

The Contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor at the rate of Rs. 100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender less than Rs. 5 crores.

46. PRICES AND TAXES & DUTIES:

46.1. Prices shall be Firm and inclusive of all cost of labour, insurance, EPF Charges, spares and T&P

emergency stock, all Consumables & materials and all applicable taxes & duties including those assessed on the employer. The contract unit rates shall also be after taking into account the input Tax Credit (ITC) and other benefits.

46.2. Taxes, duties and levies, as applicable twenty eight (28) days prior to deadline for submission of bids, shall be mentioned in Price Bid.

46.3. All taxes & duties mentioned in the Price Bid shall be paid/ reimbursed against proper invoice as per rules and other relevant document ,if any and restricted to the total amount of Taxes & Duties mentioned in Price Bid subject to clause 48.4 below. No other taxes and duties shall be payable/ reimbursable by Lanco Teesta Hydro Power Limited.

TDS whatever statutorily required under any Tax Act/Rule shall be deducted and deposited and necessary certificate will be provided by the employer.

46.4. Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

46.5. The rates of minimum wages for different categories of workers shall be as notified by the Central Government as applicable twenty eight (28) days prior to deadline for submission of bids. If there is any revision of minimum wages by the Government during the currency of the Contract, the Contractor is entitled for reimbursement towards the incremental changes in Minimum wages proportionate to the manpower deployment from the effective date of revision against specific request from the Contractor with documentary evidence.

46.6. Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment. The rates mentioned in Schedule of Quantity & Prices shall be inclusive of all such statutory obligations as applicable.

46.7. Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Schedule of Quantities & Prices and the Employer shall not be liable in any manner whatsoever therefore.

46.8. Invoices and other documents submitted by the contractor for payment under Interim Payment certificate /Final payment certificate or any other payment under the contract shall be in accordance with GST Law.

The contractor shall furnish a certificate along with interim Payment Certificate /Final Payment Certificate that GST payable by him has been deposited /will be deposited to Govt. Treasury.

47. CONTRACT PERIOD:

The Contract shall be valid for a period of 12 (Twelve) months from the date of commencement of the work. The Contractor shall take over and commence the work within 10 days from the date of issue of Letter of Award/as directed by Engineer-In-Charge. If the Contractor commits default in the commencement of work within 10 days of issue of LOA/as directed by Engineer-In-Charge, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money / Performance Security.

48. Purchase Preference in favour of MSEs:

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for the goods/ services, covered in this Tender document shall also be eligible for the Purchase Preference.

All Micro and Small Enterprises (MSEs) are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting of quality and technical specifications for which necessary documents shall be submitted by such bidders.

In tender, participating Micro and Small Enterprises (MSEs) quoting price within price band of L1+15%

shall also be allowed to execute a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSEs shall be allowed to execute at least 25% of total tendered value. In case more than one such MSEs, the work will be shared proportionately (to tendered quantity).

In case of tender item is non-splittable or non-divisible, etc. MSE quoting price within price band L1+15% may be awarded for full/complete execution of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

Out of 25% target of annual procurement from MSEs, a sub target of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender Process or meet the tender requirements and the L-1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

Out of total annual procurement from MSE's, 3% from within the 25% target shall be earmarked for procurement from MSE's owned by women.

Definition of MSEs owned by SC/ST is as given under:

- (a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

Annexure - A to Special Terms and Conditions

(Format for declaration by the Bidder)

"Self-Declaration by the Bidder"

I/We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy code 2016, or as amended from time to time, have not started, against us and/or our Parent/Holding company _____ (Name of Parent/Holding company).

(Seal & Signature of Bidder)

Note: This "Declaration" should be on the letter head of Bidder.

Annexure - B to Special Terms and Conditions

ECS - Form

LANCO TEESTA HYDRO POWER LIMITED

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

1) BIDDER'S NAME : _____

a. ADDRESS : _____

b) Phone/ Mobile No. : _____

2) PARTICULARS OF BANK ACCOUNT

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK (For payment through RTGS)

e) ACCOUNT TYPE

(S.B. Account/ Current Account or/ Cash

Credit with code 10/11/13)

f) ACCOUNT NUMBER : _____

(As appearing on the Cheque Book)

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

(-----)

Signature of the Bidder

Date :

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) (-----)

Date: Signature of the Authorized Official from the Bank

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---