

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

A Govt. of India Enterprise, MINIRATNA, Category-I PSU

(Website: www.neepco.co.in :CIN:U40101ML1976GOI001658)

KOPII HYDRO POWER STATION

UMRONGSO, DIMA HASAO DISTRICT, ASSAM



AN ISO: 9001::14001

OHSAS :18001

TENDER DOCUMENT AGAINST

NIT NO. KHPS/C&P/2024-25/497 Dt. 29.10.2024

For

**Illumination of Khandong & Umrong Dam Galleries including
Renovation & Modification of cabling System at KHPS**

Oct'2024

NEEPCO
WELCOMES
YOU
FOR
E-TENDERING

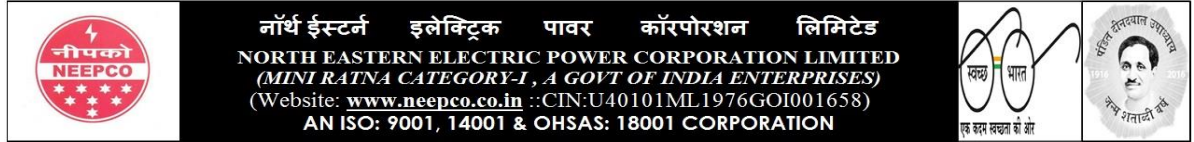
POWER FOR PROSPERITY

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SECTION-I

NOTICE INVITING TENDER



CONTRACTS & PROCUREMENT WING
KOPI LI HYDRO POWER STATION, UMRONGSO
DIMA HASAO, ASSAM: PIN-788931 FAX: 03670-288846/288226: Phone No: 07037419700

SHORT NOTICE INVITING TENDER (E-Tender)
(DOMESTIC COMPETITIVE BIDDING)

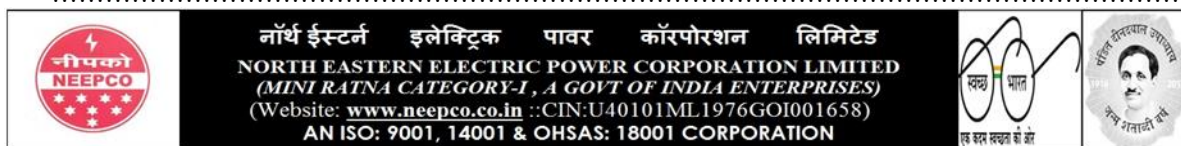
NIT No. KHPS/C&P/2024-25/497 dated 29.10.2024

NEEPCO Ltd. invites online electronic bids from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Two-Envelope bidding system through Domestic Competitive Bidding (DCB) route for carrying out the work of “Illumination of Khandong & Umrong Dam Galleries including Renovation & Modification of cabling System at KHPS.”

For further details, interested bidders may visit the websites <https://etenders.gov.in>, www.neepco.co.in. Any subsequent changes/modifications/notifications against this tender shall be updated on the websites mentioned above.

Last date for online submission of bid is 27.11.2024 by 17:00 Hours.

Sd/
DGM (E/M), i/c C&P
KHPS, NEEPCO Ltd., Umrongso



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(MINI RATNA CATEGORY-I, A GOVT OF INDIA ENTERPRISES)
(Website: www.neepco.co.in :: CIN:U40101ML1976GOI001658)
AN ISO: 9001, 14001 & OHSAS: 18001 CORPORATION



**CONTRACTS & PROCUREMENT WING
KOPI LI HYDRO POWER STATION, UMRONGSO
DIMA HASAO, ASSAM: PIN-788931: Phone No: 07037419700**

**DETAILED NOTICE INVITING TENDER
NIT NO. KHPS/C&P/2024-25/497 Dt. 29.10.2024**

The **NORTH EASTERN ELECTRIC POWER CORPORATION LTD.** invites sealed tenders in prescribed format with **180 (One Hundred and Eighty) days validity** from the reputed / experienced contractors/firms for the following work under Single Stage Two Envelope system:

Name of Work	Estimated Value in Rs.	Completion Time	Cost of Tender Document in Rs.	Earnest Money in Rs. (2 % of the estimated value for General)	Earnest Money in Rs. (1% of the estimated value for SC/ ST/ KHEP affected)
Illumination of Khandong & Umrong Dam Galleries including Renovation & Modification of cabling System at KHPS	24,74,660.00 (excluding GST)	02 (Two) month	1180.00 Including GST	50,000.00	25,000.00

DETAILS OF THE NIT:

1.0 QUALIFYING REQUIREMENT OF BIDDERS:

The bidder shall provide satisfactory evidence concerning the following:

1.1 General Requirement for the bidder:

- A bidder who may be an individual or Partnership firm or Limited liability Partnership or Private/ Public Ltd. company shall be a registered entity in India.
- As per Clause No. 3(b) of 'Public Procurement (Preference to Make in India), Order 2017, issued vide Order No. P-45021/2/2017-PP/BE-II dated 16-09-2020 of Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, read in conjunction with Clause No. 3(iii) of Order No. 11/05/2018-Coord. Dated 17-09-2020 of Ministry of Power, Government of India, only 'Class-I local supplier' shall be eligible to participate in this bid. For definition of 'Class-I local supplier', bidders may refer **Clause No. 3.12, Section -II**, of Bid document.

Note: The Class-I local supplier along with their Techno-Commercial Bids, shall be compulsorily required to indicate percentage of local content and provide self-certification as per clause no. 3.12, Section II of the bid document.

- For domestic bidders having relation with an entity incorporated, established or registered in a country which shares a land border with India, as defined in Order (Public Procurement No. 1) dated 23rd July, 2020 and Order (Public Procurement No. 2) Dated 23rd July, 2020, both issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the provisions of these orders shall apply.

1.2 **Technical:**

Prospective bidders, with similar nature of work experience have to submit the following particulars. Experience of having successfully completed similar nature of works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:

- a) At least 3 (Three) similar completed works costing not less than the amount equal to 40% of the estimated cost in each work or
- b) At least 2 (Two) completed similar works costing not less than the amount equal to 50% of the estimated cost in each work or
- c) At least 1 (One) completed similar works costing not less than the amount equal to 80% of the estimated cost in each work.

The above experience should be with any Government department / PSU. Certificate in support of successful execution of work should be submitted. "Similar nature of works" means illumination related electrical work.

1.3 **Financial:**

- a. **Minimum Average Annual Turn Over (MAAT):** The average annual turnover of the bidder in the best 3 (three) financial years out of the last 5 (five) years financial year should not be less than **Rs. 24.70 Lakh** Other income will not be considered for arriving at annual turnover.
- b. Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account and other financial statements for the **preceding 3 (Three) financial years**, ending 31st March of the previous Financial Year, along with Letter of adequacy/ solvency and commitment from their Bankers/Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

Authenticated documentary evidence in support of qualifying requirements, as mentioned shall be submitted along with Bid Guarantee in the Techno-Commercial bid. For qualifying requirements specified at Para 1.1 & 1.2 above, the documents should be in the form of Certificate of Clients/Owners. Bids submitted without fulfilling the qualifying requirements shall be rejected.

1.4 The bidder shall furnish copies of the following Registration Certificates with the Techno-Commercial Bid;

- (a) Valid work permit/ Company Registration/Authorised Dealership certificate/Authorization letter from OEM.
- (b) Valid Profession Tax Clearance Certificate.
- (c) GST Registration certificate.
- (d) PAN (Permanent Account Number).
- (e) PF Registration (if applicable)
- (f) ESIC Registration (if applicable)
- (g) Proof of document/documents must be submitted for **EMD concession@ 1%** if applicable, otherwise Bidder will be chosen as General category.

1.5 The bidders shall also provide satisfactory evidence with respect to the following:

- (a) They do not anticipate change in the Ownership of their concern during the proposed period of work. If such a change is anticipated, the scope and effect thereof shall be defined.
- (b) In case bidders are unable to furnish such certificate, they shall give valid reason for the same.

1.6 In addition, bidders shall satisfactorily establish that they fully meet the qualifying requirements specified in the accompanying Technical Specifications. This is essential for consideration of bidders' proposal.

1.7 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any bank.

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- 1.8 The above requirements are minimum and the Corporation reserves the right to request for any additional information/certificates and also reserves the right to reject the proposal of any bidder if, in the opinion of Owner, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works.
- 1.9 Notwithstanding anything stated above, the Corporation reserves the right to assess bidders' capability and capacity to perform the work, should the circumstances warrant such an assessment, in the overall interest of the Owner.
- 1.10 Each bidder shall submit only 1 (one) bid, either individually. A bidder who submits or participates in more than 1 (one) bid will be disqualified.
- 2 **E-Tendering / E-Procurement:**
This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded, filled in bids are to be submitted/ uploaded through e-tendering system of NEEPCO Ltd. at <https://etenders.gov.in>
- 3 **Participation in Bids:**
- 3.2 **Portal Registration:** The bidders intending to participate in the e-tendering and download the detailed bid document have to register themselves in the portal <https://etenders.gov.in> . Relevant information about the bidder required during the registration is available in the portal.
- 3.3 **Procedure of payment of Bid Fee and EMD:** As per Clause 6
The bidder shall upload scanned copy of proof of payment receipt in the e-tendering portal.
- 3.4 For any clarification related to e- Procurement bidders are requested to contact:
Phone no: 03670-288241, Mobile: 07037419700
E-mail ID: contract.khep@gmail.com
- 4 **Submission and opening of Bids**
- 4.1 Bidders shall prepare and submit their bids in the electronic form at <https://etenders.gov.in> Online bidding forms will be available in the said website.
- 4.2 Bidders may view the tender opening results of techno-commercial and price bids at <https://etenders.gov.in> by marking their presence for online tender opening.
- 5 Bidders are requested to visit <https://etenders.gov.in> and <http://www.neepco.co.in> regularly for any clarification of the bid document. Submission of bids shall not automatically construe qualification for evaluation.

Important information and dates:

Earnest Money Deposit (EMD)	50,000.00 for General/ 25,000.00 for SC/ST /KHEP Affected
Tender Fee (including GST)	1180.00
Bid validity Period	180 days from the date of opening
Date of commencement of downloading of bid document from https://etenders.gov.in	10:00 hrs. of 30.10.2021
Last date & time for receipt of online bids:	17:00 hrs. of 27.11.2024
Date & time of online opening of Techno commercial bid	15:30 hrs. of 29.11.2024
Date & time of online opening of Price bid	Date & Time Shall be intimated separately to those Techno-Commercially qualified bidders, who qualify in the techno-Commercial evaluation.

In the event the date of opening of bid is declared as a closed holiday for NEEPCO, the last date of opening of bids may be the following working day.

6 **PAYMENT OF BID FEE and EMD etc.**

- Bid FEE and EMD are to be paid as per Bid requirement
- The procedures/steps to be followed for payment of BID FEE and EMD by SB-COLLECT of State Bank of India:

STEP 1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser
STEP 2	State Bank Collect page will appear. For “State of Corporate/Institution”, select States i.e. Assam, Arunachal Pradesh, Mizoram , Nagaland, Tripura, West Bengal, National Capital Territory of Delhi, as applicable depending upon location of the Tender . However, for payment of Bid fee and EMD etc for the state of Meghalaya, bidders has to select “ALL INDIA” for “State of Corporate/ Institution”. For “Type of Corporate/ Institution “select “PSU” Click”GO”
STEP 3	In new screen, select PSU Name as “North Eastern Electric Power Corporation Limited “and Submit.
STEP 4	In the new screen, select Payment Category based on the location of the tender- KHEP Parties.
STEP 5	New screen will appear, here the bidder has to fill all the required information for the payment as under. i) Under Name of payer: The bidder is to filled up his Name and Address. ii) Under Short Details of Payment: The Bidder shall indicate BID FEES or EMD as applicable and the NIB No . (Example : for payment of EMD against NIB No . XX dated DDMMYYYY, the bidder has to fill under this option as “EMD for NIB No .XX dated DDMMYYYY) iii) Under Type of PAYER: The Bidder is to select VENDOR OR CONSULTANT whichever is applicable. iv) Under CIN in case the the Payer is a company: The bidder is to fill up his CIN in case of a company , otherwise may kept blank. v) Under Payment Amount: The bidder is to fill up the amount as per Bid Condition. vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required. vii) Fill Captcha. viii) Then Submit.
STEP 6	In the new screen, check the details and click “CONFIRM” if correct.
STEP 7	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenient and make the payment .
STEP 8	After successful payment , the system will generate receipt. The receipt may also be generated from Reports – i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded and send it to the respective tendering authority at their e- mail ID. The system generated receipt shall also be uploaded while submitting the Tender form in the e- tendering portal as per bid document.

- 7 **Type of Contract/Contract Classification:** Work Contract (MSE benefits not applicable).
- 8 **MSE benefits:** not applicable
 - a) Relaxation of Prior Experience and Prior Turnover norms Micro & Small Enterprises in Public Procurement: **No relaxation for work contract.**
 - b) EMD (Security Deposit) and Bid Fee exemption for MSE’s bidders: **No exemption.**
- 9 If the bidder is eligible for any concessional of taxes, he/she should invariably mention this in the bid with submission of documentary evidence. On or before the date of opening the price bid the bidder should also confirm any change in this regard. The price bid shall be evaluated on the basis of the information supplied by the bidder.
- 10 Any action on the part of the bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be possible.

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- 11 NEEPCO reserves the right to extend the last date and time for submission of Bid.
 - 12 NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the grounds for such action.

Thanking You,

Sd/-
DGM (E/M), C&P
KHPS, NEEPCO Ltd.:Umrongso

SECTION-II

INFORMATION AND INSTRUCTION TO THE BIDDERS

INFORMATION AND INSTRUCTION TO THE BIDDERS

1.0 INFORMATION TO THE BIDDERS:

- 1.1 The laws, rules and regulations of the Central Government, State Government and local authorities having jurisdictions over the work and the work sites shall govern the works of the contract with the same force and effect as if incorporated in full into this document. The bidders, before quoting the price, shall take into account the effect of such laws, rules and regulations. Wherever such laws, rules and regulations are in conflict with the bid documents, the more stringent requirements as interpreted by the Corporation shall govern. Should such conflict require changes in the documents, the bidders shall promptly notify the tendering authority before opening of the bids.
- 1.2 **No extra charges on account of any misunderstanding or subsequent discovery of adverse conditions or otherwise shall be allowed.**
- 1.3 **Access to the site will be granted to the bidders during tender preparation period by prior appointment with the Site-In-charge. The cost of inspection of site shall be to the bidder's own account. No claim whatsoever shall be entertained on account of non-inspection of the site by the bidder after opening the tender.** Intending bidders who desire to visit the site should inform the **Sr. Manager (E/M) utility, KHPS, NEEPCO Ltd., Umrongso, Dima Hasao, Assam**, and Telephone No. 03670-288226. The department will value the parties who visit the Site to acquire the site and its problem for which the work is going to be tendered.
- 1.4 The bidders, in their own interest and cost, are compulsorily advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their bids, in respect of the site conditions including, but not restricting to, the following which may influence or affect the work or cost thereof under the Contract:
 - a) Site conditions, including access to the site.
 - b) Requirement and availability of land and other facilities for his enabling works, colonies, stores and workshop etc., ground condition, including those bearing upon transportation, local handling and storage of materials/Instrument etc.
 - c) Source and extent of availability of suitable construction materials, including water etc. and labour (skilled and unskilled) required for the work and Laws and Regulations governing their use and employment.
 - d) Details of taxes, royalties, cess, duties and levies as applicable.
 - e) Geological, meteorological, topographical, hydrological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
 - f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage and pumping.
 - g) The type of equipment and facilities needed for transportation, loading, unloading of materials etc. required in the performance of the work.
 - h) All other information as to the risks, contingencies and other circumstances, which may influence or affect the work or the cost thereof under this Contract.
- 1.5 The bidders should note that information, if any, in regard to the site and local conditions, as contained in these bid documents, has been given merely to assist the bidders and is not warranted to be complete.
- 1.6 The Contractor shall have total responsibility for safety and security of all equipment, materials and work in his custody and under erection by him at site. The Contractor shall, at his own cost, make suitable security arrangement, including employment of security personnel, to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and losses from commencement to the completion of work. All material of the Contractor shall enter and leave the project site only with the written permission of the Engineer-in-charge in the prescribed manner.

- 1.7 The Contractor shall obtain and pay for **all permits and licences** or other privileges necessary to complete the work, certified copies of which shall be delivered to the tendering authority or his authorized representative.

2.0 Planning and Designing in purview of Vulnerability Atlas of India:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT — wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation

3.0 QUALIFYING REQUIREMENT OF BIDDERS:

The bidder shall provide satisfactory evidence concerning the following:

- 3.1 **General: same as Clause No. 1.1 of Section I**
- 3.2 **Technical: Same as Clause No. 1.2 of section I.**
- 3.3 **Financial: Same as Clause No. 1.3 of section I**
The bidders have to submit the following particulars along with their BID document including all the necessary documents mentioned in the BID document. All the documents should be sealed and signed by the authorized signatory of the bidder.
- 3.4 Valid work permit/Dealership certificate/ Authorization letter from OEM.
- 3.5 Valid Profession Tax Clearance Certificate if applicable.
- 3.6 GST registration Number.
- 3.7 PAN number/document.
- 3.8 PF Registration (if applicable)
- 3.9 ESIC Registration (if applicable)
- 3.10 Proof of document/documents must be submitted for **EMD concession@ 1%** if applicable, otherwise Bidder will be chosen as General category.
- 3.11 **All the applicable necessary Forms attached with the BID Document must be enclosed.**
- 3.12 In respect of documents required to be provided for verification of local content, following stipulations shall prevail:
 - (a). The Class-I local supplier along with their Techno-Commercial Bids, shall be required to indicate percentage of local content and provide self-certification as given below that the item offered meets the local content requirement for Class-I local supplier as the case

.....
may be and shall also give details of the location(s) at which the local value addition is made.

I/We(Name of the Bidder) undertake that the item offered meets the local content requirement for Class-I local supplier local supplier (strike out whichever is not applicable for the bidder) for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 (latest revision dated 16-09-2020) of DPIIT, Government of India against the NIT No.....Dated..... The details of the location(s) at which the value addition is made are given below:

- 1
- 2

(Signature of the Bidder)

- (b). In case of procurement for a value in excess of Rs. 10 crores, Class-I local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - (c). Self declarations/ auditor's/ accountant's certificates submitted by the supplier may be verified randomly and in the case of complaints by the committee constituted as per Order dated 28-07-2020 of Ministry of Power, Government of India.
 - (d). False declarations shall be liable for debarment of the concerned local supplier.
 - (e). A supplier who has been debarred by any procuring entity for violation of Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference under Public Procurement (Preference to Make in India), Order 2017 for procurement by any procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- i) DEFINITIONS APPLICABILITY FOR PURCHASE PREFERENCE ON PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017:

“**Local Content**” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“**Class-I local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order.

“**Class-II local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under this Order.

“**Non-local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.

“**Margin of Purchase Preference**” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. **The margin of purchase preference shall be 20%.**

4.0 The above stated requirements in the BID Document are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if the qualification data is incomplete or in case of bidder submitting reduced amount of EMD, invalid certificate is submitted.

5.0 Notwithstanding anything stated above, the tendering authority reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the Corporation.

6.0 All the formats given in the tender document shall be neatly completed. Typing or printing is preferred.

7.0 CLARIFICATION OF BIDDING DOCUMENTS

- 7.1 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in rejection of his bid.
- 7.2 A prospective bidder requiring any clarification of the bidding documents may notify the tendering authority in writing. The tendering authority will respond in writing to any request for clarification of the bidding documents which it receives no later than 5 (five) days prior to the deadline for submission of bids as indicated in the NIT. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the bidding documents.

8.0 PRICE

- 8.1 The rate quoted by the contractor shall be **exclusive of GST**, and **Inclusive of all other taxes** like duties, levies, royalty, monopoly, octroi etc. that may be levied by the Government or any other Regulatory body and lawfully assessed against the contractor in pursuance of the contract unless otherwise specifically mentioned therein.
- 8.2 **Bidder should indicate the rates of applicable Taxes and duties that are already in force before the date of opening of bids.** However, in the event of decrease or increase in taxes and duties, and / or imposition of new Taxes and duties, if any, subsequent to opening of bids, these will be recovered /reimbursed at actuals / on production of documentary evidence.
- 8.3 In this connection, attention of the Bidder is invited to the provisions of different tax laws, Govt. of India from time to time.
- 8.4 All prices shall be quoted in Indian Rupees only.

9.0 PREPARATION AND SUBMISSION OF TENDER:

- 9.1 Bidder shall prepare and submit their bids in the electronic form at <https://etenders.gov.in> . Online bidding forms shall be available in the above website. Submission of online bids is mandatory for consideration of the bids. The tender specification can be downloaded from this website after vendor registration and payment of bid fee.
- 9.2 The bidder shall submit their bid under single Stage Bid System in the electronic form through e –Tender in two separate envelopes as follows:-
- (a) Envelope No.1: Shall contain Scan copy of bid fee, Earnest money Deposit and Bid Document in support of Qualifying Requirements.
- (b) Envelope No.2: Shall contain Price Bid.
- 9.3 In the online bid submission, bidders will submit their Techno – Commercial bids and Price bids in the online bidding forms using their digital signatures.
- 9.4 Bidders are also requested to visit the websites <https://etenders.gov.in> and <http://neepco.co.in> for any updated information / clarification regarding the tender.
- 9.5 Bidders may view the tender opening results of techno commercial and price bids at <https://etenders.gov.in> by making their presence for online tendering opening.
- 9.6 Authentic documentary evidence in support of qualifying requirements as mentioned under Sl. No. 3 above in the terms & conditions shall be uploaded along with the bid. For qualifying requirements, the documents should be submitted in the form of certificate of clients/ owners. Bids submitted without qualifying requirements shall be rejected.
- 9.7 A signed copy of the detail NIT/ tender specification must be uploaded along with the bid submission in acceptance of NIT conditions.
- 9.8 Submission of bids not construe qualification for evaluation. The Corporation reserves the right to reject any or all bids or to annul the bidding process and reject all the bids, without thereby

-
- incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for such action on the part of the owner.
- 9.9 In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the date of opening of bids will be the following working day at the appointed times.
- 9.10 Any action on the part of the bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be possible.
- 9.11 The Corporation (NEEPCO) reserves the right to extend the last date and time for submission of bid submission and opening.
- 9.12 No separate tender document shall be issued against this NIT.

10.0 VALIDITY OF TENDER: Bids should be kept valid for acceptance for a minimum period of **180 (One Hundred and Eighty) calendar days** from the date set for opening of the bid, exclusive of the date of opening. If the bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid, the Corporation shall without prejudice to any other right or remedy, be at liberty to encash the Bid Guarantee (Earnest Money).

11.0 TIME OF COMPLETION: Total contract period for the work in all respect is 02 (Two) months from the date of issue of Work order/hand over the site, whichever is later. Weekly progress report must be submitted to the EIC.

12.0 BID GUARANTEE (Earnest Money Deposit)

12.1 Earnest Money: The earnest money of **as per NIT (As applicable)** with a period of **180 (One Hundred and Eighty) days validity** after the date set for opening of bids shall be submitted. The earnest money of successful bidder may be converted to **Initial Security Deposit (ISD)**.

12.2 The EMD shall be submitted by the following method:

The bidder shall submit the bid security/EMD through SB-COLLECT of State Bank of India as mentioned in clause No. 6 of NIT

12.3 The EMD of the successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Security Deposit furnished by the bidder and signing of the contract agreement.

12.4 If the successful bidder fails to submit the Security Deposit as specified elsewhere in these specifications within 21 (Twenty One) calendar days after the date of issue of the Letter of Intent/Award or any date specified by the Corporation, then the EMD of the successful bidder will be forfeited.

12.5 The EMDs of the unsuccessful Bidders will be returned only after the signing of the contract with the successful bidder.

12.6 Any bid not accompanied by requisite EMD will be rejected.

12.7 No interest will be payable by the Corporation on the above EMD.

12.8 The following conditions would also **lead to the forfeiture of EMD/Bid Bonds** in addition to what has been specified in the Bid Format viz.

- a) If the bid is withdrawn during the validity period or any extension thereof.
- b) Any action on the part of the bidder to revise the price or the structure of price or to change the substance of the bid at his own instance after opening of the bid and within the validity period of the bid will result in rejection of the bid and/or debarring the bidder from participating in future tenders of NEEPCO. The Bid Guarantee (Earnest Money), in that case, is liable to be forfeited.
- c) If the signing of the Contract is delayed beyond the date specified by NEEPCO from the date of award because of the successful bidder seeking modifications to the agreed terms and conditions after award (LOI/ letter of award/ award by Fax).
- d) If a bidder whose bid has been accepted fails to furnish Performance Guarantee/ Security Deposit.

13.0 EVALUATION AND COMPARISON OF BIDS.

13.1 GENERAL

Bids will be evaluated by the owner to ascertain the lowest evaluated technically and commercially responsive bid for the complete scope of the proposal as detailed in the bidding document. The BID will be Single Stage-Two Envelope Bid system.

13.2 Evaluation of the bids will be carried out after opening of bid.

13.3 Step 1: Evaluation of Technical Bids

13.3.1 The bid opening personnel will open first for check the necessary documents as per BID of the parties as mentioned date.

13.3.2 During Technical evaluation of bids, the Corporation may, at its discretion, ask the bidder for a clarification of its bid. The clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

13.3.3 The Corporation will examine the bids to determine whether they are complete, conforms to the specification, whether the documents have been properly signed, whether all the Forms, Datasheets have been filled up as per the formats provided in the bid documents and whether the bids are generally in order. The Corporation will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all terms and conditions, technical specification of the bidding documents without material deviations. Deviations or objections or reservations to critical provisions such as those concerning performance security, force majeure, payment terms, completion time, penalty, applicable law and taxes & duties will be deemed to be a material deviation. The Corporation's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Corporation may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative evaluation of any bidder.

13.3.4 If a bid is not substantially responsive, it will be rejected by Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity. No bid will be considered if the complete requirements covered in the tender documents are not included in the bid.

13.3.5 In view of the importance that bid evaluation should be completed in the shortest possible time; all bidders are requested and recommended

- (a) To prepare their Techno-commercial bids, to ensure that all specific points on which information has to be submitted, as detailed in the bid documents, are covered in full and
- (b) To ensure that all materials submitted are not only complete in all respects, but also concise, and to avoid including material of marginal relevance or importance.

13.3.6 Deviation from bid document / additional clauses:

- (a) All bidders are cautioned that the bids containing any deviation, wherever, from the basic parameters in respect of general terms and conditions, technical specification, as contained in bid documents, are liable for rejection.
- (b) Acceptability / non acceptability of the deviation from the General Terms and Conditions, technical specifications as contained in the bid documents shall be judged by the Corporation. The deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The deviations / additional clauses which are not acceptable to the Corporation shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained. The Corporation shall be the sole judge for assessment of acceptability / non-acceptability of

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deviations / additional clauses. The decision of the Corporation in this respect shall be final.

13.3.7 When determining the value of deviations, the Corporation shall use the parameters consistent with those specified in the specifications and documents and / or other information / data as necessary and available and / or collected by the Corporation.

13.4 Stage 2: Evaluation and comparison of Price Bids

13.4.1 After completion of Techno-Commercial evaluation, the date and time of opening of Price Bid opening will be notified by the Owner. The Price Bids of those bidders, whose Techno-Commercial bids have been evaluated and considered as acceptable to the Owner, shall only be opened. A clear notice will be given to the bidders intimating the date of opening of the Price Bids.

13.4.2 The evaluation of Price Bids will be done based on the grand total price as per Price Schedule inclusive of all taxes and duties.

13.4.3 Arithmetical errors will be rectified on the following basis:

- a. Bidders shall ensure that the prices furnished in the price schedule are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules, the Owner shall be entitled to consider the highest price for the purpose of evaluation and the lowest of the prices in these schedules for the purpose of award of Contract.
- b. The prices of all such items against which the Bidder has not quoted rates/amount (viz., items against which '0' is indicated in the Price Schedule) in the schedules shall be deemed to have been included in other items.

13.4.4 Deviations from the bid documents, in so far as practicable and minor omissions acceptable to the Owner will be converted to a Rupee value and added to the bid price to compensate for the deviations/omissions from the bid document while evaluating the bids. In determining the Rupee value of the deviations / omissions, the Owner will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to the Owner

14.0 CORRUPT OR FRAUDULENT PRACTICES:

It is expected from the Bidders / suppliers / contractors that they will observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

(a) Defines, for the purposes of this provision, the terms set forth below shall mean as under:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of

more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi)“Obstructive practice”: materially impede the Purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser’s rights of audit or access to information;

(b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question and the Bid Security/ Performance Guarantee shall be forfeited.

(c)The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

15.0 Signature of bids:

15.1 **The bids must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature.** Bids by partnership shall furnish the full name of all partners. It shall be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the name and designation (in capital letters) of the person signing the tender. **The name(s) of person(s) signing should also be typed or printed below the signature. All pages of the bid document and any other information submitted along with the bid should be signed and sealed by the bidder.**

15.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name followed by the signatures of authorized partners or other authorized representatives.

15.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

15.4 A bid by a person who affixes to his signature the word “President”, “Managing Director”, “Secretary”, “Agent”, or other designation must be supported by his name.

15.5 The bidder’s name stated on the proposal shall be the legal exact name of the firm.

15.6 Erasures or other changes of the bid documents shall be initialling by the person signing the bid.

16.0 Award criteria

16.1 The Corporation will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

16.2 The Corporation shall notify the successful bidder about **Letter of Intent / Award** by **mail** and in no case this notification should be construed as an Agreement with the bidder. The Corporation will issue a detailed order and enter into an Agreement, subject to fulfilment of further requirements as stipulated in the bid documents.

17.0 Signing of Contract Agreement/ Issue of Detailed Order

17.1 After issue of the Letter of Intent/Detailed Work Order, the Corporation shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the

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Agreement on a notified date. **Signing of the Contract Agreement will be done in the office room of the Sr. Manager (C), Contracts and Procurement Wing, Kopili H.P.S. NEEPCO Ltd., Umrongso, Dima Hasao District, Assam-788931.** Alternatively, at the option of the Corporation, a detailed order in plain paper will be issued in favour of the Contractor.

- 17.2 The expenses of completing and stamping the Agreement shall be paid by the Corporation and the Contractor shall be furnished, free of charge, with an executed stamped counter part of the Agreement or detailed order on plain paper.
- 17.3 All costs and expenses incidental to preparation of the proposals, discussions and conferences, if any, including the pre-award discussions with the successful bidder, technical and other presentation including any demonstrations, etc. shall be to the account of the bidder and the Corporation shall bear no responsibility whatsoever on such costs and expenses.
- 17.4 **The Corporation reserves the right to change the scope of work, accept or reject any bid, and to annul the bidding process and reject any or all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders. The Corporation not bound to accept the lowest tender and also reserves the right to distribute the work among the successful bidders only. Such decision by NEEPCO shall not be subject to question by any bidder and NEEPCO shall bear no liability, whatsoever, for such decision.**

18.0 E-PAYMENT

The Successful Bidder/Consultant shall have to furnish the following information for receiving payments from the Corporation against the work through e-payment system:

1. Name of Beneficiaries: 2. Name of the Bank: 3. Branch of the Bank: 4. IFSC Code of the Branch: 5. Account No.: 6. City/Town: 7. Fax No.: 8. Telephone No.: 9. E-mail address:

19.0 FOR SPECIAL ATTENTION

- 19.1 The bidders, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender, in respect of the site conditions including, but not restricted to the following which may influence or affect the work or cost thereof under the contract.
- a) Site condition including access to the site.
 - b) Ground condition including those bearing upon transportation, disposal, handling & Storage of materials required for the work or obtained there from.
 - c) Source & extent of availability of suitable materials including water etc. and labour (Skilled & unskilled) required for the work & laws & regulations governing their use and employment.
 - d) Geological, meteorological, topographical & other general features of the site & its surroundings as are pertaining to and needed for the performance of the work.
 - e) All other information as to the risks, contingencies and other circumstances which may Influence or affect the work or the cost thereof under this contract.
- 19.2 The bidders should note that information, if any, in regard to the site and local conditions, as contained in this tender document has been given merely to assist the bidder and is not warranted to be complete.
- 19.3 The tender should be submitted in the prescribed form and all pages of the same should be signed properly.
- 19.4 The bidders should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the Corporation.
- 19.5 The NEEPCO authorized representative only will open the tenders at the time of opening of tenders.

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- 19.6 The bidders shall not be entitled during the period of validity of their offer without the consent in writing of the Corporation to revoke or withdraw their tenders or vary in any respect the tender given or any term thereof. In case of a bidder revoking or withdrawing the tender or varying any terms in regard thereof without the consent of the Corporation in writing, the Corporation shall forfeit his earnest money paid along with the tender.
- 19.7 The details of work to be carried out and its scope are given in this Document, which also indicates a brief description of the project where work, is to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 19.8 The 'Notice Inviting Tender' and this 'Information and Instruction for Bidders' shall form part of the tender Document.
- 19.9 No road beyond whatsoever presently exist shall be provided by the Corporation. Whatever footpath for approaching to locations is required shall have to be made by the contractor without any extra cost to the Corporation.
- 19.10 All the work should be carried out in such a manner that forest is least affected. Even if it is required to clear the forest, this should be restricted to lopping of branches only. Under no circumstances, trees should be felled unless prior permission from the forest Department is obtained.
- 19.11 The Contractor shall obtain and pay for all permits and licences or other privileges necessary to complete the work, certified copies of which shall be delivered to the tendering authority or his authorized representative.
- 19.12 The contractor will be solely responsible for arranging adequate safety of his personnel while at work and to adhere to the relevant safety regulations.
- 19.13 It is the sole responsibility of the contractor after completion of work to clear all the unnecessary and excess materials, Camps, cut pieces of metal etc. and filling of any digging portion at the time of work to the satisfaction of the Engineer – in – Charge for better aesthetic condition of the site.
- 19.14 The Corporation bears no responsibility whatsoever towards the contractor's personnel for any loss/damage cause by any incident during the execution of the contract. For any such eventuality, the responsibility lies solely with the contractor.
- 19.15 It is the sole responsibility of contractor to search and collect necessary materials for the work as well as that to be considered w.r.t. the working site during quotation of rate in the tender paper.
- 19.16 While at work, the contractor and his workers should strictly observe the following:
- a. Workers in barefoot will not be allowed.
 - b. No worker will touch any live part of the electrical system.
- 19.17 The owner i.e. NEEPCO have OPD facilities/free medical check-up in NEEPCO Hospital, Umrongso if needed, but no financial support will be provided by the NEEPCO. It is the sole responsibility of the party on every financial involvement regarding medical case/accident/first aid provision etc. for the staff.
- 19.18 It is the sole responsibility of the contractor after completion of work to clear all the unnecessary and excess materials, Camps, cut pieces of metal etc. and filling of any digging portion at the time of work to the satisfaction of the Engineer – in – Charge for better aesthetic condition of the site.
- 19.19 The contractor may ask in written format as well as through discussion with Engineer-in-Charge to collect data regarding any confusion in mentioned items of BOQ, working procedures, tests involved in the work, disturbances during execution of the work etc.
- 19.20 It is requested to the contractor/firm to avoid/not to create any unpleasant/unhealthy situation at site by the staffs'/sub-contractors. Otherwise, if any such situation arises, then NEEPCO management/representatives have the discretionary power to handle the situation in its departmental jurisdiction as per norms when not tackled by the normal process.

SECTION – III

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1.0 Scope of Work and Activities:

The scope of this contract comprises of “Illumination of Khandong & Umrong Dam Galleries including Renovation & Modification of cabling System at KHPS.”. However, the work shall be carried out as per the Bill of Quantity, drawing and as directed by the Engineer-In-Charge or his representatives.

2.0 Qualification, financial capability & Experience of the bidder:

- 2.1 Requisite qualification & experience of the bidder has been detailed in the NIT. The Corporation reserves the right to award the work to the bidder adjudged most suitable when
- (i) none of the bidders fulfil the requirements Or
 - (ii) NEEPCO does not consider any other bidder suitable for awarding the work. In such cases, no claim of any other bidder for explaining the reasons thereof or for award of the work or shall be entertained.
- 2.2 The bidder shall submit the necessary documents as mentioned in the NIT. Depending upon the number of labours required for the work and duration of deployment, a copy of labour license and EPF registration certificate shall also be submitted with the tender (if becomes applicable as per Govt. rules). The contractor shall comply with the provision of the EPF & MP Act ‘1952 and its related latest amendments and govt. circulars.

3.0 Contract documents:

The documents forming the Contract shall be interpreted in the following order of priority: -

- a) Agreement.
- b) Letter of acceptance and notice to proceed with the works / LOI / LOA.
- c) Contractor’s bid.
- d) Tender Specifications.
- e) Any other documents listed in the Contract as forming part of the Contract.

4.0 Use of contract documents and information:

- (a). The Contractor, without the Corporation’s prior written consent, shall not make use of any document or information enumerated in various contract documents except for the purpose of performing the contract.
- (b). Any document, other than the contract itself, enumerated in various contract documents shall remain the property of the Corporation and shall be returned (in all copies) to the Corporation on completion of the Contractor’s performance under the contract if so required by the Corporation.
- (c). The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs and other reproductions of the works under the Contract or descriptions of the site, dimensions, quantity, quality or other information concerning the works unless prior written permission has been obtained from the Corporation.

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5.0 Contractor Performance Guarantee (CPG)/Security Deposit (SD):

- 5.1 Within 21 (Twenty One) days from the date of issue of LOI/work order, the successful bidder shall furnish a Bank Guarantee from a scheduled Nationalized Bank for an amount equal to 10 (Ten) percent of the value of the contract by way of guarantee towards faithful performance of the contract. Otherwise the same shall be deducted from every interim payment up to the final bill made on account of this contract, so that **at any time the security deposit does not fall short of 10 (Ten) percent (%)**. A form of Bank Guarantee acceptable to NEEPCO is attached with this document.
- 5.2 All compensations or any other sums of money payable by the contractor under the terms of this contract shall be deducted from the amount deducted towards security deposit.
- 5.3 The Security Deposit will be kept for a period of **01 (one) year** from date of completion of the work as performance guarantee. Contractor shall make good at his own expense all defects which may develop during this period. The security deposit shall be returned to the contractor provided that the EIC is satisfied that there is no demand outstanding against the contractor.
- 5.4 On acceptance of the security deposit, detailed order shall be issued in favour of the Contractor and agreement signed in NEEPCO's F-2 Form.
- 5.5 **The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. The details of the NEEPCO's Bank for SFMS platform is given below:**
- a) Name of the Bank: SBI, KHEPA Garampani
 - b) Name as per bank record: NEEPCO Ltd.
 - c) Bank A/c No: 11472697422
 - d) Type of A/c: Cash Credit A/c
 - e) IFS Code: SBIN00004812

6.0 Defects liability period: - Defect Liability period of the work is 01 (one) year from the date of completion of work. Contractor shall make good at his own expense all defects which may develop within the defect liability period intimation of which has been sent to him within the said period.

7.0 Completion time and extension: -

The contractor has to ensure completion of all works in every aspect within the stipulated time period. In case of extension of time, if any, it will be in accordance to those related conditions of the contract. However, *if the work is delayed* on account of extra items, suspension of works, rebuilding of work, force majeure, non-clearance of site by the department to complete the work and any other reasons which in absolute discretion of the Engineer-In-Charge and is beyond the control of contractor, then immediately upon happening of such event, the contractor **shall inform** the Engineer-In-Charge accordingly. **Within 14 (fourteen) days from the date of happening of any such events**, the contractor shall also request, in writing, for extension of time on this account.

8.0 Compensation for delay in completion: -

The time allowed for carrying out the work as stipulated in the contract or any extended period (not due to the fault of the contractor) as may be allowed shall be strictly observed by the contractor and shall be reckoned from the date on which order to commence work is given to the contractor. The work shall be throughout the stipulated period of the contract be proceed with all due diligence, time being the essence of the contract on the part of the contractor. The contractor shall be liable to pay as compensation @ 0.5% of contract amount per week of delay, subjected to maximum of 10% of the whole contract amount.

In any case the decision of the Engineer-in-Charge in this regard is final and binding to the contractor.

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9.0 Commencement of works: - The contractor shall commence the work immediately from the date of issue of order or handing over of site, whichever is later. The work shall be executed strictly in line with the specifications, drawings, order etc.

10.0 MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS ETC:

10.1 Materials of any kind obtained from excavation on the site shall remain the property of the corporation and shall be disposed of as directed by the EIC.

10.2 Fossils, coins, articles of value, structures and other remains or things of geological importance discovered from the site shall be the absolute property of the Corporation and contractor has to take utmost care during the working period as per the instruction of the EIC.

11.0 Assistance for Engineer-in-Charge:

The contractor shall provide to the engineer in-charge at all times during the contract including maintenance period a competent person and /or all such other man as he may require to assist him in carrying out or checking any measurement, level, setting out measurement of works. The contractor is also to provide with ladders etc. and the necessary attendance to move and adopt as directed for inspection of measurement of the work by the Engineering-in charge.

12.0 LABOUR STATISTICS

The Contractor shall maintain all records pertaining to labour engaged directly or indirectly on the work on daily basis, duly signed by the Contractor's site in-charge and Engineer – in – charge or their representatives and produce the records, as and when called for by the Head of Project, or his authorized representative.

The Contractor shall also submit to the Engineer-in-charge on the first day of every month, a manpower report of the previous month, detailing the number of persons scheduled to have been employed and actually employed of such labour.

13.0 Completion Certificate: -

The work shall be completed to the entire satisfaction of the Engineer- In-Charge and in accordance with the provisions of the contract. As soon as the works under this contract is completed as a whole, the contractor shall give notice of such completion to the Engineer-In-Charge. The Engineer-In-Charge within 30(thirty) days from the date of receipt of such notice, shall inspect the work and shall satisfy himself that the work has been completed in accordance with the provisions of the contra and then issue to the contractor a certificate of completion indicating the date of completion.

14.0 Quantity & Unit Price: -

The quantities indicated in the bill of quantities shall be treated as approximate only for comparing tenders. No extra claim or compensation shall be entertained for excess or deficiency therein whether actual or relative. The contractor shall execute the entire quantity of works required for completing the works as per specification and agreed rates.

15.0 Work diary:

The contractor shall assist in recording the Site work diary of the Engineer-In-Charge by supplying Day to Day/as notified/quarterly information on the works **as required by the Engineer – In –Charge. Every remark, instructions, decisions by the Engineer –In-Charge or his representatives and every essential details of the work shall be recorded by the contractor in an acceptable format as well as maintaining the entire necessary registers/work diary as per the statutory provisions which will be provided to the Engineer-In-charge when required.**

16.0 Hindrance and Progress records:

The contractor shall maintain one register for recording daily progress of the work and Hindrances of any kind on which he has no control. The register shall indicate the daily progress and nature of hindrance, its duration, precautionary measure if any suggested by the Engineer in charge to meet the schedule of the work. On demand, the register shall be made available to the representative of the Engineer in charge and will be signed by him for claiming extension of

time. **Claim for extension of time shall not be valid without producing this register to the Engineer in charge.**

17.0 FORCE MAJEURE: -

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, unprecedented floods, fires not caused by contractor’s negligence and other such cause 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 effected 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. On occurrence of force majeure the liability of either party shall be dealt with in- accordance with the provision:

- i. Neither party nor the contractor shall be liable to the other in respect of any loss or damage to the work or any party thereof or to any materials or article at site but not incorporated in the work or to any person or anything or any materials whatsoever of either party provided such loss or damage would not have been foreseen or avoided by prudent person and either party shall bear losses and damages in respect of their respective man and materials. As such liability of either party shall include claims/compensations of the third party also.
- ii. Provided, however in an eventuality as mentioned in sub-clause (i) above, the following provision shall also have effect: -
 - a) The contractor shall as may be directed in writing by Engineer-in-charge proceed with the erection and completion of the work and in accordance with the provision and condition of the contract and
 - b) The contractor shall, as may be directed in writing by the Engineer-in- charge re-execute the work lost or damaged, remove from the site any debris and so much of the work as shall have been damaged and carry the Corporation’s T&P plant and equipment, material etc. to the Corporation’s stores. The cost of such re-execution of the works, removal of damaged works and carrying of above articles to Corporation’s stores shall be ascertained in the same manner as for deviation and this shall be added to the contract sums.
Should there be a request for extension of time arising out of “Force Majeure” the same shall be considered in-accordance with provision of completion time and extension clause.

18.0 CONTRACTOR’S RISK AND INSURANCE:

From commencement to completion of the work as a whole, the contractor shall take full responsibility of any accident except those included in the Force Majeure clause. The contractor shall adopt precaution against such accidents to prevent any loss or damage to: (i) work done by him (ii) life and property of the persons deployed by him (iii) all machinery deployed by him (iv) all buildings of NEEPCO under possession by him whether on rent or free of cost (v) all store materials issued to him by NEEPCO and insure adequately for the same.

18.1 Workmen’s Compensation Insurance:

This Insurance shall protect the Contractor against all claims applicable under the Workmen’s Compensation Act 1923. This policy shall also cover the Contractor against claim for injury, disability, disease or death of his or his sub-Contractors and Owner’s employees. The liabilities shall not be less than

Workmen’s compensation – As per statutory provision.

Employee’s liability – As per statutory provision.

18.2 Comprehensive Automobile Insurance

This Insurance shall protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner’s employees and loss and damage to the

property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles. The liability covered shall be as herein indicated.

Fatal injury: not less than Rs. 2, 00,000.00 each person
and Rs. 5,00,000.00 each occurrence.

Property damage: not less than – Rs. 2,00,000.00 each occurrence.

This is, however, subject to change, as per guidelines prescribed by the Government of India / respective State Government of India from time to time. The Contractor shall be liable to pay such expenditure as applicable from time to time.

19.0 Environmental Safeguard: -

- 19.1 The contractor shall use the construction materials and dispose the surplus or waste in such a manner that is in conformity with the recommended procedures to avoid any effect to the surrounding environment.
- 19.2 Health check-up of the labours shall be done prior to engaging them in work to ensure their fitness.
- 19.3 In every work place, drinking water shall be provided by the contractor at suitable places and easily accessible to labour.
- 19.4 Adequate alternate fuel arrangements should be made to the labour force engaged in the construction work at Project Site so that indiscriminate felling of trees is prevented.

20.0 PAYMENT TERMS:

Interim payment will be released as stated below subject to satisfactory progress of work on acceptance of the EIC.

General: The payment to the contractor for performance of works under the Contract will be made by the Corporation as the guidelines and conditions specified herein.

Terms of Payment:

i. Interim bill shall be submitted by the contractor monthly on or after the date fixed by the Engineer- In-Charge for the work executed. The Engineer-In-Charge shall then arrange to have the bill verified with reference to the measurements recorded in the measurement book(s).

ii. Payment on account for the amount admissible shall be made by the Engineer-In-Charge certifying the sum to which the contractor is considered entitle by way of interim payment for the work executed, after deducting the amount already paid, the security deposit and such other amount deductible in terms of the contract. Advance payment, if any, made on account of this contract shall be deducted from interim bills.

iii. Payment of the contractor shall be made by the Corporation within 30 (thirty) days from the date of submission of bills subject to the acceptance of the bills by the Engineer-In-Charge

Deviation/ Extra Supplementary Items: -

The EIC shall have power to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the works. In case of any extra items which are not available in the schedule of quantities, the rate of such items shall be derived from contracted rates of analogous items available in the schedule of quantities after actual observation at site. In case the analogous items are not available in the schedule of quantities, the same shall be determined by the Engineer – In – Charge on the basis of actual initial cost taking following in to consideration.

- i. Cost of materials including GST or related taxes.
- ii. Cost of transportation up to site.
- iii. Cost of direct wages and equipment charges.
- iv. Cost of job facilities like electricity.
- v. Supervision & overhead charge @ 12.5% on the sum of Sl.No. i to iv.

.....
vi. Profit @ 10% on the sum of Sl.No.i to v.

In case the materials mentioned at Sl.No.i are supplied by the corporation, no overhead charge and profit on the cost of materials shall be considered.

21.0 PAYMENT OF FINAL BILL: -

Final measurement shall be made on completion of the work only when the EIC has issued a certificate of completion. Payment will be made to the contractor on the basis of final measurement adjusting all outstanding recoveries and the amount due from the contractor on account of this contract. **The Contractor/Agent has to produce Forest Royalty Clearance Certificate (FRCC) to the Engineer-In-Charge before final payment against their Contract Bills if any forest produce used in the work.**

22.0 Recovery rate of Electricity:

The contractor is responsible to pay the owner as per prevailing APDCL rate per unit of Kilowatt-Hour (KWH) electricity actually utilized by him during execution of the work. The amount payable in this account shall be recovered from running account/final bill of the contractor. The contractor has to arrange sub-meter and cables etc. required for taking connection from sub-mains of the owner in this regard. However the contractor has to arrange DG Set or other alternatives of adequate capacity to cope up with the power failure as requirement to smooth completion of the work.

23.0 WITH HOLDING PAYMENT:

23.1 The Owner may withhold the whole or part of any payment for the work claimed by the Contractor which, in the opinion of the Owner, is necessary to protect himself from loss on account of:

- a) Defective work not remedied or guarantees not met.
- b) Failure by the Contractor to make payments for materials, labour employed by him and their PF dues.
- c) Claims filed against the Contractor.
- d) Loss to another Contractor directly employed by the Owner.
- e) Loss incurred due to non-maintenance and operation of the sub-station and lines.
- f) Damage or loss to property or equipment of the Owner.
- g) Non-return of equipment/material supplied by the Owner when the same is due; and
- h) If legal case is instituted by the local Government for default of the Contractor

23.2 When the grounds for withholding payment are removed, payments of the amount due to the Contractor shall be made by the Owner without interest.

24.0 OVER PAYMENT AND UNDER PAYMENTS

24.1 Whenever any claim whatsoever for the payment of a sum of money to the Corporation arises out or under the contract against the contractor, the same may be deducted by the corporation from any sum then due or which at any time thereafter may become due to the contractor under the contract and failing that under any contract with the corporation or from any other sum whatsoever due to the contractor from the corporation or from his security deposit, or he shall pay the claim, or demand within 15 (fifteen) day.

24.2 The Corporation reserves the right to carry out payment audit and technical examination of the final bill including all supporting vouchers abstract, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the bill may be included by one of the parties as an item dispute before an arbitrator appointed as per relevant clause of this specification and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

24.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by him under the contract it shall be recovered by the Corporation from the contractor by any or all of the methods prescribed above, and if under-payment is discovered the amount shall be duly paid to the contractor by the corporation.

24.4 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 Owner in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Owner.

.....
24.5 If a sum of money withheld or retained under this clause by the Owner until his claim arising out of the contract is either mutually settled or determined by the arbitrator, if the contract is governed by arbitration or by the competent court herein mentioned, as the case may be the contractor shall have no claim for interest or damages whatsoever on the account or any other ground in respect of any sum of money withheld or retained under this clause.

25.0 Default by the contractor and termination of contract in full or in part:

25.1 If the contractor (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it immediately and not later than 10(ten) days in any case after a notice in writing is given to him in that behalf by the Engineer-In-Charge. (ii) Fails to complete the work(s) within the time specified in the contract or any extended time under the contract and does not complete the work(s) or any item of work(s) within the period specified in a notice given in writing in that behalf by the Engineer-In-Charge, then:

The Engineer-In-Charge shall have the power to terminate contract in full or in part as aforesaid without the prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the contractor under the hand of the Engineer-In-Charge shall be conclusive evidence.

25.2 The Engineer-In-Charge shall, on such termination of the contract, have powers (i) To take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary work and (ii) Also any materials, construction plant, equipment, stores, structure etc thereon. The Engineer-In-Charge shall also have power to carry out the incomplete work by any means or through other agency or by himself at the risk and cost of the contractor. In such a case, the value of the work done through such agency shall be credited to the contractor at his contract prices and the contractor shall pay the excess amount, if any, incurred in completing of the works as aforesaid as stipulated in this contract.

25.3 On termination of the contract in full or part, the Engineer-In-Charge may direct that a part or whole of such plant, equipment, materials and structures be removed from site of work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works within a stipulated period. If the contractor fails to do so within a period stipulated in a notice in writing by the Engineer-In-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amount under the contract.

25.4 If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-In-Charge, are in excess of the value of the works credited/to be credited to the contractor, the difference shall be paid by the contractor to the Corporation. If the contractor fails to pay such an amount, as aforesaid, within 30(thirty) days of receipt of notice in writing from the Engineer-In-Charge, the Engineer-In-Charge shall be empowered to recover such amount from any sums due to the contractor under this or any other contract or from his security deposit or otherwise.

Also the Engineer-In-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Engineer-In-Charge shall have the powers to recover the same in accordance with the provisions of the contract.

All decision, actions of Engineer-In-Charge under the clause as aforesaid shall be conclusive and binding on the contractor

26.0 Disputes & Arbitration:

26.1 If a Dispute of any kind whatsoever arises between the Corporation and the Contractor in connection with the execution of the works or arising out of the contract agreement for this work, whether during the execution of the work or after completion thereof and whether before or after repudiation or otherwise termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer-in – charge, such

- reference shall state that it is made pursuant this clause. No later than the sixty days after the day on which he receives such reference, the Engineer-in-charge shall give notice of his decision to the contractor. Such decision shall state that it is made pursuant to this clause.
- 26.2 Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence and the contractor and the Corporation shall give effect forthwith to every such decision of the Engineer –in-charge unless and until the same shall be revised, as hereinafter provided, or (A) by **amicable settlement** or (B) through an **arbitral award**.
- 26.3 If the contractor is not satisfied with any decision of the Engineer-in-charge, or if the Engineer-in – charge fails to give notice of his decision on or before the sixtieth day from the day on which he receives the reference, then the contractor may, on or before the forty fifth day after the day on which he receives notice of such decision or on or before the forty fifth day after the day on which the said period of 60 days expires, as the case may be, give notice to the Corporation of his intention to commence Arbitration as hereinafter provided, with regard to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Arbitration, with regard to such dispute, which is subject to the clause which stipulates that no Arbitration in respect thereof may be commenced unless such notice is given.
- 26.4 If the Engineer-in-charge has given notice of his decision with regard to a matter in dispute to the contractor and no notice of intention to commence Arbitration with regard to such dispute has been given by the contractor on or before the forty fifth day from the day on which the parties receive notice with regard to such decision from the Engineer-in-charge, the said decision shall become final and binding upon the contractor. Thereafter such shall not be subjected to Arbitration.

A). Amicable Settlement

Where notice of intention to commence Arbitration as to a dispute has been given, the parties shall attempt to settle such dispute amicably before commencement of Arbitration. Provided that, unless the parties otherwise agree, Arbitration may be commenced on or after the ninetieth day after the day on which notice of intention to commence Arbitration of such disputes was given, even if no attempt at amicable settlement thereof has been made.

B). Arbitration

Any dispute in respect of which

- a. The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to **sub-clause 27.1** and
 - b. Amicable settlement has not been reached within the period stated in **sub-clause 27.2** shall be finally settled, unless otherwise specified in the contract as below.
- i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the ***Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996)*** any Rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman & Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purpose of the sub-clause, the term “Indian Contractor” means of Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.
 - ii) The parties to the dispute, prior to referring the dispute to the Arbitrator/or Arbitrators as the parties may mutually decide, first drawn up the specific terms of reference/issues by way of a separate Joint Agreement, which shall be, filed before the Arbitrator or Arbitrators for commencing the Proceedings.
 - iii) No dispute or difference of opinion, whatever, shall be referred to the Arbitration after the expiry of period of two years from the date when such dispute or difference of opinion arises.
 - iv) In the case of a dispute with a foreign contractor, the dispute shall be settled in accordance with the provision of clause (I) above but if this be not acceptable to the contractor, then the dispute shall be settled in accordance with the provision of the UNICITRAL Arbitration Rules, which is part of the Act of 1996.

- v) The reference to Arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Corporation and the Contractor shall not be altered by reason of the Arbitration being conducted during the progress of the works. The contractor will ensure that the work under the contract shall continue during Arbitration proceedings and Dispute and no payment due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent that may be in dispute.
- vi) Arbitration proceedings shall **be held at Shillong / Guwahati** and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be English. No other arbitration location will be entertained in this regard.
- vii) NEEPCO and the Contractor as determined by the Arbitrator shall share the expenses of the arbitrators equally. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the Arbitration proceedings shall be borne by each party itself.
- viii) In the event of disputes or differences arising between one Public Sector Enterprise and a Govt. Department or between two public sector enterprises the above stipulation will not apply and the provisions of B.P.E. office memorandum no. BPE/GL-001/76/MAN/2(110-75-BPE (GMI-1) dated 1st.January, 1976 or its amendments for Arbitration shall be applicable.
- ix) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by NEEPCO with respect to any dispute, difference or misunderstanding between NEEPCO and the contractor.

27.0 Foreclosure of Contract in full or part due to abandonment or reduction in scope of work:

- i. If at any time after acceptance of the bid, the corporation decided 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 EIC 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 foreclosure of the whole or part of the works.
- ii. The contractor shall be paid at contract rates for actual amount of the works executed at site. If any material supplied by the corporation are rendered surplus, the same be returned by the contractor to the corporation. In case of failure to return the surplus materials, in good condition, will be recovered from the contractor's bill at double the issue rates as indicated in the memorandum of materials.

28.0 Suspension of works

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 works 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 reasons of weather conditions or by some defaults 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 suspension of works ordered by the Engineer-in-charge for reasons other than aforementioned and when each such period of suspension exceed 14 days, the contractor shall be entitled to such extension of time for completion of the works as the Engineer-in-charge may consider reasonable.

29.0 Termination of Contract on Death:

If the contractor is an individual or a proprietary concern and if the individual or the proprietor dies, or if the contractor is a partnership concern and one of the partner dies, then, unless the EIC

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is satisfied that the legal representatives of the individual contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of carrying out and completing the contract, the EIC shall be entitled to terminate the contract as to its incomplete part without the corporation being, in any way, liable for 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 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 damage for not completing the contract. Provided that the power of the EIC in such case of termination of contract shall be without prejudice to any right or remedy which shall have accrued or shall accrue to him under the contract.

SECTION – IV

LABOUR AND SAFETY ENGINEERING

LABOUR

Some of the Principal articles of Contractor's labour regulations and labour welfare are reproduced in this Section for guidance of bidders, without any commitment on the part of the Corporation.

Bidders shall, however, acquaint themselves with laws and regulations viz. The Contract Labour Act of the Government, as amended from time to time.

1.0 Labour regulations:

1.1 The Contractor shall, at his own cost, comply with all the provisions of all Acts, Laws, Regulations, Rules or by-laws of the Central Govt. State Govt., and or any local and Statutory Authority amended from time to time and applicable is respect of engagement of labour, such as, but not limited to:

- (i) The Payment of Wages Act, 1936.
- (ii) The Minimum Wages Act, 1948.
- (iii) The Contract Labour (regulation and abolition) Act, 1970
- (iv) The Workmen's Compensation Act, 1973.
- (v) The Employer's Liability Act, 1938
- (vi) The Maternity Benefit Act, 1961
- (vii) The Industrial Employment (standing order act) 1946
- (viii) The Industrial Dispute Act, 1947
- (ix) The Payment of Bonus Act, 1965
- (x) The Employees Provident Fund Act, 1963
- (xi) The Personal Injuries (Compensation Insurance) Act, 1963
- (xii) The Employees State Insurance Act, 1948

1.2 The Contractor shall indemnify the Corporation against any payment to be made under the above mentioned Acts. In the event of the Contractor's failure to comply with the provisions of any Act or in the event of any decree or award of order against the Contractor having been received from any competent authority on account of any default or breach of any provisions of the said Acts, the Engineer-in-charge without prejudice to any other right, shall be empowered to deduct such sum from the bills of the Contractor or from the security deposit or from any other payments under this contract or any other contract to satisfy the provisions of the said Acts and the said Authority. The decision of the Engineer-in-charge in this respect shall be final and binding in this regard.

1.3 The contractor will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund etc. in respect of the labour engaged during the contract.

1.4 The contractor shall comply with the requirements of the EPF & MP Act 1952. If registration under the Act is not complied, both employees' and employer's contribution shall be deducted from the bills as per actual engagement of labour.

1.5 The contractor shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

1.6 The contractor shall maintain all statutory registers under the applicable law.

1.7 Settlement of disputes shall be as per Indian Arbitration and Conciliation Act 1996.

2.0 APPLICATIONS:

These above rules shall apply to all construction works out under this Contract.

In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:-

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- a) "Labour" mean workers employed by a Contractor through a sub-contractor or by agent on his behalf.
 - b) "Fair Wage" means wages which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rate for similar employment in the neighbourhood, but shall not be less than the minimum rates of wage fixed under The Minimum Wages Act.
 - c) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
 - d) "Inspecting Officer" means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's Organization.
 - e) "Form" means a form appended to these Regulations.
 - f) "Workplace" means places at which, on average twenty workers are employed.
 - g) "Large workplace" means at which on an average 500 (five hundred) or more workers are employed.

3.0 NOTICE OF COMMENCEMENT:

The Contractor shall, **within 7(seven) days of commencement of the work**, furnish in writing to the Inspecting Officer of the area concerned the following information.

- I. Name and situation of the work.
- II. Contractor's name and address.
- III. Particulars of the Department for which the work undertaken.
- IV. Name and address of sub-contractor as and when they are appointed(if applicable).
- V. Commencement and probable duration of the work.
- VI. Number of workers employed and likely to be employed.
- VII. "Fair wages" for different categories of workers.

- 4.0** Number of hours of work, which shall constitute a normal working day, for an adult shall be **8(eight) hours**. The working day of an adult worker shall be so arranged it is inclusive of intervals, if any, for rest. It shall not spread over more than 12 (twelve) hours on any day. When an adult worker is made to work for more than 8(eight) hours a day or for more than 48 (forty-eight) hours in any week, he shall in respect of overtime work be paid wages.

Note:-The expression 'Ordinary Rate of Wages' means the fair wage of the worker as entitled for.

5.0 WEEKLY DAY OF REST :

Every worker shall be given a weekly day of rest, which shall be fixed and notified at least 10 (ten) days in advance. A worker shall not be required or allowed to work on the weekly rest day, provided that no substitution shall result in the worker working for more than 10 (ten) days consecutively without a rest day for a whole day. Where, in accordance with the foregoing provision, a worker working on the rest day has been given a substituted rest day, he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages. With respect to the urgency and importance of the work, if the contractor feels that continuous engagement of labour is very much essential, then the shift and the numbers of workers may be increased to cope up with the legal provisions.

6.0 FIXATION OF WAGE PERIODS:

The Contractor shall fix periods in respect of which wages shall be payable. No rest period shall normally exceed one week.

7.0 PAYMENT OF WAGES :

- i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coin or currency or in both.

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- ii) Wages of every worker employed on the Contract shall be paid, where the wage period is 1(one) week, within 3(three) days from the end of the wage period and in any other case before the expiry of the 7th (seventh) day or the 10th (tenth) day from the end of the wage period accordingly as the number of workers does not exceed 1,000 (one thousand) or exceeds 1,000 (one thousand).
 - iii) Where employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the end on which his employment is terminated.
 - iv) Payment of wages be made at the work site on a working day when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 (forty eight) hours of the last working day and during normal working time.
Note:-The term “working day” means a day on which a labour is employed on a work, which is in progress.

8.0 REGISTER OF WORKMEN:

A register of workmen shall be maintained in the prescribed form of the Corporation and kept at the work site or as near to it as possible and the relevant particulars of every workmen shall be entered therein within 3 (three) days of his employment.

9.0 EMPLOYMENT CARD:

The Contractor shall issue an employment card to each worker of the day of work or entry into his employment. If a worker already possesses such card with him issued by the previous employer, the Contractor shall merely endorse that employment card with relevant entries. On termination of employment, the employment card shall again be endorsed by the Contractor and return to the worker.

10.0 ENFORCEMENT:

The Inspecting Officer shall, either on his own motion or on a complaint received by him, carry out investigations and send a report to the Engineer-in-Charge specifying the amounts representing worker's due and amounts of penalty to be imposed on the Contractor for breach of these Regulations that have to be recovered from the Contractor, including full detail of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report, to deduct such amounts from payments due to the Contractor.

11.0 AMENDMENTS:

Government/Corporation may from time to time add to or amend these Regulations and issue such directions, as it may consider necessary, for proper implementation of these Regulations or for the purpose of removing any difficulty, which may arise in the administration there.

12.0 INTERPRETATIONS:

On any question as to the Application, Interpretation or effect of these rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

SAFETY ENGINEERING AND SAFETY CODE

1. SAFETY ENGINEERING:

1.1. Accident prevention shall be an essential part of the programme of the Contractor for the Work under this Contract, in order to reduce the cost of construction, measured in terms of :-

- a) Human life sacrificed.
- b) Temporary and Permanent injuries to workers.
- c) Loss of materials resulting from accident.
- d) Loss or damage to equipment.
- e) The cost of Workmen's Compensation Insurance.
- f) Loss of time due to accident.

The Safety programme should be so developed, so as to cope with particular hazards for each operation (blasting, drilling, excavation, transport, cutting of metals, welding, fabricating, handling, erecting).

1.2. GENERAL SAFETY PROGRAMME:

The following programme, when vigorously prompted by the Management, may become effective in reducing the accident rate on construction.

- a) Secure full support of Top Management.
- b) Designate someone in the Organisation to direct the Safety programme. He should be responsible for all safety training and should have authority to inspect all operations to ensure that adequate Safety practices are adopted.
- c) Policies of Safety programme.
- d) Develop a Safety programme for each job.
- e) Indoctrinate new employees. Educate the employees regarding the hazards of his work and explain to him how he can reduce the accident to himself and to other workers.
- f) Make Safety practices effective.
- g) Promote good housekeeping.
- h) Maintain adequate first-aid-facilities.
- i) Seek assistance from Insurance carrier, if available.

2. SAFETY CODE :

The Safety code detailed herein below may be followed:-

2.1 SCAFFOLDING AND LADDERS:

Suitable scaffolding should be provided for workmen for all works that cannot be done from the ground, or from solid construction, except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{3}{4}$ to 1 ($\frac{3}{4}$ horizontal to 1 vertical).

2.2 SAFE ACCESS TO WORKING PLACES:

Safe and easy means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meter in length, while the width between side rails in rung ladder shall, in no case, be less than 30 cm. length. Uniform step spacing shall not exceed 30 cm.

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials in any of the sites of work shall be so stacked or placed to cause danger or inconvenience to any worker or the public. The Contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence or every suit, action or other

proceedings at law that may be brought by any person for injury sustained, owing to neglect of the above precautions and to pay the damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the Contractor be have to be to paid to compromise any claim of any such person.

2.3 DEMOLITION:

Before any demolition work is commenced and also during the process of work:

- a) All roads and opened area adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically, charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of landslide/fire or explosion or flooding, no floor, roof of other part of the building shall be so overloaded with debris of materials as to render it unsafe.

2.4 SAFETY EQUIPMENT:

All necessary personal safety equipment, as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on handling/mixing asphaltic materials, cement, lime mortars/concrete, fly ash, surki etc., shall be provided with protective footwear, protective goggles, protective masks, etc.
- b) Those engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles and masks.
- c) Those engaged in welding works shall be provided with welder's protective eye-shields/goggles and related necessary hand gloves, dresses etc. as approved by.
- d) The Contractor shall not employ men below the age of 18 (eighteen) and women on the work of painting with products containing lead in any form. For men above the age of 18 (eighteen) are employed on the work of lead painting, the following precautions shall be taken:-
 - i) No paint containing lead or lead products shall be used as readymade paint.
 - ii) Suitable facemasks should be supplied for use by the Workers when paint is applied and in having lead paints dry rubbed and scrapped.
 - iii) Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable working painters to wash during cessation of work.

3. DROWNING RESCUE AND FIRST AID:

When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of work.

4. MAINTENANCE:

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

5. What to follow by the contractor for proper safety/to stop accidents:

It is estimated that around 98% of the accidents are caused either by unsafe actions or unsafe mechanical or physical conditions.

Unsafe acts of workers/site situations can be removed by proper supervision, instructions, training etc.

Some of the acts for day to day safety are mentioned below

- a) Avoid working without authority, failure to secure or warn.
- b) Avoid operating at unsafe speed.
- c) Avoid making safety devices inoperative.
- d) Avoid using unsafe equipment, hands instead of equipment or using equipment unsafely.
- e) Avoid unsafe loading, placing, mixing, combining etc.
- f) Avoid taking unsafe position or postures.
- g) Workers in barefoot will not be allowed.
- h) No worker will touch any live part of the electrical system without permission.
- i) Avoid working on moving or dangerous equipment.
- j) Avoid distracting, teasing, abusing, startling etc.
- k) Avoid inadequate or unsuitable illumination.
- l) Avoid unsafe method, process, planning etc.
- m) Never try to rest or lie down at the work place.
- n) When one has to work at high elevations a safety belt with life rope attached to a secure position must be worn.
- o) Finger rings, bracelets and metal wrist watch should not be worn by persons working with electrical equipment.
- p) Life jacket should be used when workers working above high depth of water.
- q) Work area must be kept clean. Oil must not be spilled on the floor.
- r) Never lift a load beyond capacity, ask for help.
- s) When lifting pointed articles always wear gloves.
- t) **Welding cables/hose line shall be of good quality with different colours for Oxygen and Acetylenes and maintained properly. A welding cable shall be terminated properly and no joint shall be allowed in its entire length. The joint, if required, shall be through proper junction box or lugs and properly insulated.**
- u) Every welder shall be provided with an appropriate bag container for deposition end piece of electrodes which must not be thrown indiscriminately.
- v) **Periodical inspection of the whole length of rope is necessary to detect broken wires, amount of wear, corrosion, rust etc. Broken wires in a rope must always be regarded as warning sign. Wire ropes must not be knotted. They should be joined by proper splicing.**

The mentioned acts are forwarded only to take the precautionary measures for better safety environment of the work and the work site only but not the least and it does not loosen the responsibility for arranging adequate safety of the working personnel while at work and to adhere to the relevant safety regulations of the contractor.

6. SAFETY ACT AND RULES:

Notwithstanding the above Clauses, there is nothing in these to exempt the Contractor from exclusion of operations of any other Act or rules in force in the Republic of India.

SECTION-V

BILL OF QUANTITY (BOQ)

Bill of Quantity

Annexure I

Name of Work: Illumination of Khandong & Umrong Dam Galleries including Renovation & Modification of cabling System at KHPS

<i>Sl. No</i>	<i>Description of Item</i>	<i>Unit</i>	<i>Qty.</i>	<i>Rate. In Rs. (excluding GST)</i>	<i>Remarks</i>
1	Supply & Laying of 4C X 2.5 sq. mm Cu. Armoured Cable as per IS : 7098 (Part-I)	Meter.	1600		Quantity For Khandong Dam- 800 Mtr For Umrong Dam- 800 Mtr.
2	Supply & Installation of 20W LED Tunnel Light Ref. No. LTLL-20-CDL Cable Entry Through Brass Cable Gland (PG11): a) Mounting System Cradle with Vibration Damping mechanism provided for mounting. b) Maintenance Top Cover can open for easy maintenance IP-65	Nos.	125		Quantity For Khandong Dam- 60 Nos. For Umrong Dam- 65 Nos.
3	Supply & Installation of 100mm X 25mm x 25mm GI Cable Tray with Cable Arm including SS Nut Bolt (GI Coating) 900Gm/Sq. Mtrs.)	Meter.	475		Quantity For Khandong Dam- 225 Mtr For Umrong Dam- 250 Mtr.
4	Supply & Laying of Power Cable 150Sq.mm X 3.5 C AI Armoured Cable	Meter.	160		Quantity For Khandong Dam- 80 Mtr For Umrong Dam- 80 Mtr.
5	Supply & Installation of Outdoor Panel: A. Panel Size & Dimension in mm : 1650(H)+600 X 1600(M) X 550(D) mm B. Frame Pertition &b Gland Plate are 2mm CRCA sheet C. Degree of protection – IP54 D. Ambient Temp upto 40 degree E. Powder Coated with Siemens Gray Colour (RAL-7032) F. Thickness of the Paint minimum 60Micron G. 150 Amps TPN SDF Unit with Fuse as Incommer 10 Amps SPN MCB 50 Nos. 16 Amps SPN MCB 50 Nos. 63 Amps TPN SDF Unit with Fuse as	SU	2		Quantity For Khandong Dam- 1 SU For Umrong Dam- 1 SU

SECTION-VI

COMPULSORY FORMS **TO BE UPLOADED**

(Based on Applicability)

DECLARATION AGAINST THE TENDER

To

Date:-

DGM (E/M), C&P
Kopili Hydro Power Station
North Eastern Electric Power Corporation Limited,
Umrongso, Dima Hasao, Pin:788931
Assam, India.

I / we..... hereby tender for execution of the work **“Illumination of Khandong & Umrong Dam Galleries including Renovation & Modification of cabling System at KHPS** as indicated in the **NIT NO. KHPS/C&P/2024-25/497 Dt. 29.10.2024** in accordance to the enclosed general information enclosed B.O.Q., specification, terms and conditions as in the BID DOCUMENT.

I/We..... **further declare that all the documents submitted are based on originals & self-attested.** In case any document and / or information submitted is found false or fake at any time, our bid shall be rejected apart from other action taken as deemed fit by NEEPCO.

I/We..... also declare that NEEPCO can dismiss/discontinue from work even after award of work /during working period, if any of the mentioned data/submitted documents/information will be found false/fake.

I/We..... also undertake that, in competing for (and if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or in the event that we are awarded the contract, in the subsequent execution of the contract.

I/We..... also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

I/We..... will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India.

The contents of the aforesaid are true and correct to the best of my knowledge.

Date:

Full name (Block):

Address:

Phone no:

Signature of the Bidder with Seal:

E-mail

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

Ref.....

Bank Guarantee No.....

Date

To,

.....
.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the “Purchaser” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s with its Registered/Head Office at

(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser’s Letter of Intent No Dtdand the same having been unequivocally accepted by the Contractor resulting in a “Contract” valued at Rs
(Rupees.....)
only for

(Scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (Ten) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

Having registered Office at (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The

.....
Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of2024 at

Witness in details

.....
(Signature)
(Name)

(Signature).....
(Name)

.....
(Official Address)

Designation with
Bank Stamp.....
Authority as per Power
Of attorney No.....
Dated

- Note: (1) This sum shall be ten percent (10 %) of the "Contract Price".
(2.) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
(3.) The BG shall be submitted preferably from a Nationalized Bank

BID SECURITY FORM

[On Non-Judicial Stamp Paper / Court Fee Stamp]

Guarantee No.:

Place: _____

To,

The DGM (E/M),
I/c Contracts & Procurement,
KHPS NEEPCO Ltd. Umrongso
Dima Hasao Assam-788931

North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to also as the 'Corporation') has called for tender for the work of "....." vide NIT No. _____ Dated _____ and whereas _____ (hereinafter referred to as the 'Contractor') has submitted tender for the aforesaid work.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Earnest Money Deposit, a Bank Guarantee for Rs. _____ only along with the tender.

Now therefore this witnesseth:

We, the (name and address of the bank) _____ having its registered office at _____ (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the Contractor failing to keep open the tender for acceptance for a period of 180 days from the date of opening of Techno-Commercial bid and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of Contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation/contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation, the sum of Rs. _____ (Rupees _____) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Corporation, shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement.

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtors.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

.....
That this Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same;

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed.

That the liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

That it shall be in full force only for a period up to and it will hold good for any demand made by the Corporation, in the meanwhile.

And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation and the Contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or tribunal or any other authority and that any payment made by the Bank to the Corporation under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly, the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the Contractor.

In witness where-of I _____ The Agent /Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the _____ the day of _____/_____.

Witness

(Signature)

(Name).....

(Signature)

(Name)

Designation with

Bank Stamp

Authority as per Power of Attorney No.

(Official Address)

FORM OF AGREEMENT

(To Be Drawn Up In Non Judicial Stamp Paper)

This Agreement made this _____ day of _____
2024 between _____ having its registered
Office at _____

(here in after referred to as the 'Contractor') and the North Eastern Electric Power Corporation Limited
(here in after referred to as the 'Corporation ') having their registered office at Shillong, Meghalaya.

Whereas the Corporation has decided to carry out the work of

in the Kopili Hydro Electric Project (herein after called the ' work ') mentioned, enumerated and referred
to in the Schedule, conditions of Contract and Technical Specifications for

(herein after called the 'Tender Documents') issued by the North Eastern Electric Power Corporation
Limited and whereas the terms and conditions in the detailed notice inviting tender for the said works were
further negotiated and settled between parties and whereas the North Eastern Electric Power Corporation
Limited did accept the tender of the Contractor for execution of the said work.

Now this agreement witnesses and it is hereby agreed and decided as follows: -
In consideration of payments to be made to the Contractor by the North Eastern Electric Power Corporation
Limited, as here in mentioned, the Contractor hereby covenants with the North Eastern Electric Power
Corporation Limited its successors and assign that the Contractor shall do and perform the said works and
things in the contract mentioned and described or which are implied there from or there in respectively
within and the times and in the manner and subject to the terms, conditions and stipulations mentioned in
the _____ Tender _____ documents _____ and
W.O.No. _____

_____ and in consideration of the provisions and supervision of
executions, construction and completion of the said works and the performance guarantee thereof as
aforesaid the Corporation covenants with the Contractor to pay the Contractor the sums as per Schedule of
quantities and rates and such other sums as may become payable, such payment to be made at such time
and in such manner as is provided by the contract.

COVENANT PARTS OF THE CONTRACT

This contract consists of the following covenant parts all of which are as fully a part of this
contract as if herein set out verbatim or if not attached as if hereto attached.

- 1) Detail Notice Inviting Tender no:
- 2) Letter from _____
 - i) _____
 - ii) _____
- 3) Work Order No. _____

.....

MEMORANDUM

- (A). General Description of Works: -
- (B). Approximate value of Contract: -
- (C). Earnest Money: -
- (D). Security Deposit (including Earnest Money): -
- (E). Percentage to be deducted from the bill (if any): -
- (F). Time allowed for the work: -

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN
UMRONGSO ON THE DATE FIRST HEREIN BEFORE MENTIONED

Constituted Attorney for the Contractor

For & On behalf of NEEPCO

DGM (E/M), C & P
KHPS, NEEPCO Ltd., Umrongs.

In presence of:

(1) (1)

(2) (2)

Executed in Original

DGM (E/M), C & P
KHPS, NEEPCO Ltd., Umrongs

FORM-E: POWER OF ATTORNEY FORM

[On Non-Judicial Stamp Paper of Appropriate to value]

(Bidders shall submit as **Form-H** Power of Attorney online including its physical submission in original)

To,

The Deputy General Manager (E/M),
I/c Contracts & Procurement,
KHPS NEEPCO Ltd.

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,(Name)....., (Title)..... of M/s.(Name of the Company), lawfully authorized to represent and act on behalf of the said company, a company formed and existing under the laws of(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at (Complete address) (THE "EXECUTANT") does hereby make, constitute and appoint Mr.(name of Attorney), (Title) of M/s. (Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to conduct negotiations with North Eastern Electric Power Corporation Limited (**THE "OWNER"**), to sign the tender and Contract Agreement, and to execute all the necessary matters related thereto in the name and on behalf of the said company in connection with NIB No. Dated for "name of work", issued by North Eastern Electric Power Corporation Limited (**THE "OWNER"**). Whereas the undersigned is fully authorised to deliver such Power of Attorney to above named person/Company.

And We the Company above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all whatsoever the said Attorney quotes in the Bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Company as if done by itself.

In witness whereof, this Power of Attorney is duly signed on

Signature of Attorney Attested

Signature of Attorney.....

Attested by

For (Name of the EXECUTANT)

(Signature of authorised representative.....)

(Name of authorised representative.....)

(Designation of authorised representative.....)

(Seal of the Company)

Witness:

Signature:

Name:

Designation:

[Notarized/legalised]

Notes:

- ★ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ★ Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
 - * Strike out the form, if not applicable for the bidder.

DATA SHEET-1: ADDITIONAL / SUPPLEMENTARY INFORMATION

Name of Bidder:

Add any further information that the Bidder considers to be relevant to the evaluation of Technical proposal. If the Bidder wishes to attach other documents, list them below.

Bidders should not enclose testimonials, certificates, and publicity material with their Bids, they will not be taken into account in the evaluation of Technical qualifications and will be discarded.

Dated_____

Signature_____

DATA SHEET-2: CHECK-LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNO-COMMERCIAL BIDS

Name of Bidder:

Sl. No.	List of documents to be submitted by the Bidder with Techno-Commercial Bid	Compliance (Yes/No)	Remarks
1	Bid Fee and EMD/Bid Security Deposit	Yes/No	
2.	Fulfills General, Technical Qualifying Requirement	Yes/No	
3	Fulfills Financial Qualifying Requirement	Yes/No	
4.	FORM- A: Declaration against Tender	Yes/No	
5	Necessary forms/data sheets	Yes/No	
6	Bank details for E-PAYMENT:	Yes/No	
7	Any other documents	Yes/No	
8	Cheklist	Yes/No	

Note: Bidders shall refer to various Clauses of Bid Document for filling up the Check List for Bid Submission. However, submission of data/ documents as per the above Check list shall not absolve the bidders from his responsibility of submission of all information/data/documents, complete in all respects, as per the respective Clauses of Bid Document.

Dated_____

Signature of Bidder _____

**THANKING YOU
FOR YOUR
PARTICIPATION**