	NORTH EASTERN ELECTRIC POWER CORPORATION LTD	Volume IV : Standard Terms and Conditions (For EM Contracts)
	Contracts and Procurement Manual	

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि.

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)
CIN U40101ML1976GOI001658



BID DOCUMENT
FOR
ELECTRO-MECHANICAL PACKAGE

.....

OF

.....

NIB No.

(This document is meant for the exclusive purpose of bidding against this WORK and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Registered Office : Brookland Compound, Lower New Colony, Shillong, Meghalaya, India
Phone No. 0364-2224582:: Fax No. 0364-2222578



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SECTION-I: Notice Inviting Bids

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SHORT NOTICE INVITING BIDS


North Eastern Electric Power Corporation Ltd., (NEEPCO), invites online bids from eligible bidders under Single-Stage Two-Envelope bidding system through Domestic Competitive Bidding (DCB) route for

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 by Hours.

Sd

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NOTICE INVITING BID (NIB)
NIB No. dated
(Domestic Competitive Bidding)
E-Tendering

North Eastern Electric Power Corporation Ltd., (NEEPCO), invites online bids from eligible bidders under route for

The bids shall be submitted online through <https://etenders.gov.in>.

sd
 Executive Director
 Contract & Procurement
 NEEPCO, Shillong.

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1.0 SCOPE OF WORK:

The Detail scope of Work is given in the Technical Specifications.

2.0 QUALIFYING REQUIREMENT OF BIDDERS:

2.1 Technical Eligibility Criteria of the Bidders:

The bidder shall provide satisfactory evidence concerning the following:

2.1.1

2.1.2 Details, including year wise value of works executed, clients' proof of satisfactory completion of work and operation of such installations shall have to be furnished.

2.2 Financial Qualifying Requirement of Bidder:

2.2.1 Minimum Annual Turnover (MAT):


Minimum Annual Turnover of the bidder, in any one year out of the last 5(Five) financial years, ending 31st March of the previous financial year, should not be less than

2.2.2 Net Worth:

The Net worth of the bidder as on last day of the preceding financial year shall not be less than **25%** of the Paid up Share capital.

The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit and Loss Account less (a) Expenses not written off (b) Loss in Profit & Loss Account if not reduced from Reserves.

Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy 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. Financial statements from a practicing Chartered Accountant must bear UDIN.

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2.2.3 Liquid Assets:

The bidder should have liquid assets or / and evidence to availability of unutilized credit facilities of not less than

Liquid Asset = Current Asset – (Inventory + Pre-paid expenses).

The certificate of the Banker regarding the availability of unutilized credit facility should not be dated earlier than 30 (thirty) days prior to the date of opening the bid.

2.2.4 Bid Capacity:

The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than

Bid Capacity = $A \times N \times M - B$, where,

A = Maximum value of Engineering(Civil/Electrical/Mechanical as relevant to work being procured) works executed in any one year during last 5 (Five) years (Updated at current price level), taking into account the completed as well as works in Progress

N = Completion time of the proposed work in years.

B = Value at current price level of existing commitments and on-going works to be completed during next N years.

M= Multiplying Factor(1.5)


Bid capacity shall be assessed at the time of submission of Techno-commercial Bid, for which the bidder shall have to submit documentary evidence together with a certificate from statutory auditor/Chartered accountant in support of “A” & “B” above along with their Bid. Financial statements from a practicing Chartered Accountant must bear UDIN.

2.3 Authenticated documentary evidence in support of qualifying requirements, as mentioned under Serial No. 2.1, & 2.2 above shall be submitted under Techno-Commercial bids, along-with Bid Security Declaration. For qualifying requirements specified at Cl. 2.1 & 2.2, the documents should be in the form of Certificate of Clients / Owners. Bids submitted without fulfilling the qualifying requirements shall be rejected.

2.4 A declaration shall be submitted with supporting documents that the bidders satisfy the requisite qualifying criteria as stipulated at Clause No. 2.1& 2.2 above.


2.5 A brief description, accompanied by documentary evidence, in support of works previously executed by the bidders and the works presently at hand shall be submitted.

2.6 **As per Clause No. 3(a) of Office 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(ii) of Office 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. 26(I) of Instruction to Bidders.

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3.0 OTHER REQUIREMENTS:

- 3.1 The bidders shall also submit valid GST registration and acknowledgement of up to date filed Income Tax return and PAN.
- 3.2 The bidders shall also provide self-certification with respect to the following:
- The Bidder should not have been banned/ de-listed/ black listed/ debarred from business by any Government / Government Agency in India on any grounds during last 03 (three) years.
 - 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.
 - Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any bank.
 - In case bidders are unable to furnish such certificates, they shall give valid reason for the same. The Purchaser reserves the right to reject any bid if reasons for the bidders' inability to furnish such a certificate are not mentioned in the bids.
- 3.3 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.
- 3.4 To ensure that the services under the scope of this Contract, are in accordance with the specifications, bidders shall adopt suitable quality assurance programmes to control such activities at all points necessary. Such programme shall be outlined by the Contractor to be furnished to the Purchaser for acceptance.
- 3.5 The above requirements are minimum and the Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Purchaser, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works.
- 3.6 Notwithstanding anything stated above, the Purchaser 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 Purchaser.
- 3.7 Each bidder shall submit only 1 (one) bid. A bidder who submits or participates in more than 1 (one) bid will be disqualified.
- 3.8 All the bidders shall enter into an Integrity Pact with the Owner at the time of submission of Techno-Commercial Bids. The Owner has appointed the following Independent External Monitor(IEM) for overseeing the compliance of obligations by the parties under the Integrity Pact. The Contact addresses of the IEMs are as follows:
- Shri Ved Prakash Yajurvedi, IOFS (Retd.)
E-33, Ayudh Vihar, Plot No.3, Sector-13,
Dwarka, New Delhi-110075,
E-Mail: vpjayurvedi@gmail.com
 - Shri Shekhar Prasad Singh, IAS (Retd.),
Plot No. 176, Road No 11,
Prashasan Nagar,

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Jubilee Hills, Hyderabad - 500033,
Mobile No:9849909813,
E-mail: spsinghiasl983@gmail.com.

4.0 NATURE OF BIDDERS:

- 4.1 The bidder shall be registered entity in India.
- 4.2 The Bidder should be a single entity. Formation of Consortium /JV for participation in the tender is not allowed.
- 4.3 **Subsidiary Company:**
Wholly owned Indian subsidiary company having guaranteed support from their parent company can also participate in the bidding process. The bidder can utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies, which are wholly owned by the same parent company. Provided, the Parent Company / subsidiary Company /Companies commits to sign a separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the subsidiary Company. An undertaking by the parent/ holding company to this effect shall be submitted along with the bid as per enclosed format.
- 4.4 Indian subsidiaries of foreign bidders shall meet the qualifying criteria in terms of capability, competency, financial position, past performance etc specified at Clause No. 2.0 above. This is as per Annexure – III of Office Order No. 11/05/2018-Coord. dated 28/07/2020 of Ministry of Power, Government of India.

5.0 BIDDING PROCEDURE:

The Bidder shall submit the Bid under the Single-Stage Two-Envelope bidding system in electronic form as follows:


Envelope No. 1: Techno-Commercial Bid.

Envelope No. 2: Shall contain Price Bid. Price Bids of only those Bidders who qualify in Techno-Commercial evaluation shall be opened.

6.0 E-Tendering / E-Procurement

This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded from <https://etenders.gov.in> and bids are to be submitted/ uploaded through above e-tendering system. Guidelines for e- tendering system are available on e- tender portal.

7.0 Registration for Participation in Bids:

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- 7.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 7.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 7.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 7.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 7.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 7.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.


All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Bidder Registration, if any.

For registration and other e-Procurement portal related queries, Bidder may Contact NIC at

Name: Ms. Deibaphira Suchiang
Designation: Rollout Support Engineer
Mobile No.: 7005490585 / 8256979394

- 8 **The procedure/steps for payment by SB-COLLECT of State Bank of India (for payment of EMD etc):**

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. Select “ALL India” for “State of Corporate/Institution” Select “PSU” for “Type of Corporate/Institution” Click “GO”
STEP -3	In the new screen, select PSU Name as “North Eastern Electric Power Corporation Limited” and Submit.
STEP-4	In the new screen, select Payment Category as “SHILLONG- 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 FEE, EMD as applicable and the NIB No. (Example: for payment of EMD


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	<p>against NIB No. dated DDMMYYYY, the bidder has to fill under this option as “EMD for NIB No. XX dated DDMMYYYY”).</p> <p>iii) Under Type of PAYER: The Bidder is to select VENDOR OR CONSULTANT whichever is applicable.</p> <p>iv) Under CIN in case the Payer is a company: The bidder is to fill up his CIN in case of a company, otherwise may kept blank.</p> <p>v) Under Payment amount: The bidder is to fill up the amount as per bid condition.</p> <p>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</p> <p>vii) Fill Captcha.</p> <p>viii) Then Submit.</p>
STEP-6	In the new screen, check the details and click “CONFIRM”, if correct.
STEP-7	<p>The Multi Option Payment System will be available for making the payment.</p> <p>The Bidder may select option as per convenient and make the payment.</p>
STEP-8	<p>After successful payment, the system will generate receipt.</p> <p>The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report).</p> <p>This system generated receipt shall be downloaded for submission as per bid condition.</p>

9 Submission and opening of Bids

- 9.1 Bidders shall prepare and submit their bids in the electronic form at <https://etenders.gov.in>. Bidding forms will be available in the above website.
- 9.2 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.
- 9.3 Bidders are requested to visit <https://etenders.gov.in> and <http://www.neepco.co.in> regularly for any modification/clarification of the bid document.
- 9.4 For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id contract_neepco@yahoo.com, contract@neepco.co.in.

Bidder may contact the following in regard to the instant NIB.

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Mr. V. Prakash, Sr.Manager(E/M): 9101719763

- 9.5 Submission of bids shall not automatically construe qualification for evaluation.
- 9.6 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 9.7 The bidder shall refer to the Instruction for online bid submission given as Annexure in section-II of the bid document.

10 Important information and dates:


Earnest Money Deposit (EMD)/ Bid Security	Rs...
Bid Document Fees	Rs.....
Bid validity days
Date of commencement of downloading of bid document from https://etenders.gov.in
Last date of receipt of queries from prospective bidders
Last date & time for submission of online bids:
Last date & time for receipt of offline documents as per bid condition:	Within 7(seven) days after Techno-Commercial Bid opening.
Date & time of online opening of Techno-Commercial bids
Date & time of online opening of Price bids	Will be intimated separately to Techno-Commercially Qualified bidders

In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the bids shall be submitted by the bidders as per stipulated time, however, the date of opening of bids will be the following working day at the appointed times.

11. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience and Prior Turnover criteria:

Startup/MSE bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup/MSE registration certificate.

However, in view of nature of job, there will be no relaxation on prior experience criteria i.e. Cl. 2.1: Technical Qualifying Requirements of the bidders.

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In this regard bidders may refer Circular No. 1(2) (1)/2016-MA Dated 10-03-2016 of Ministry of MSME and DPE O.M. No. DPE/7(4)/2007-Fin dtd. 08-11-2016.

The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry in order to be considered for relaxation in prior experience and prior turn over.

NOTE: Bidders to furnish the supporting document to avail relaxation on prior turnover. If documents are not furnished along with Techno-Commercial bid, no further communication will be carried out to ascertain bidder’s qualification under “MSE/Startup” and relaxation on prior turnover will not be passed on to the bidders.

12. Conditions for Micro & Small Enterprises (MSEs):

- 12.1 The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Form D, Section-V) declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant document/ certificate issued by any of the Authority mentioned below:
 - District Industries centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicrafts and Handloom
 - MSEs having Udyam Registration
 - Any other Body specified by Ministry of Micro, Small and Medium Enterprises.
- 12.2 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 12.3 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 12.4 The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Document Fees.
- 12.5 The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their caste/tribe in addition to certificate of registration with any one of the agencies mentioned above at serial B(I). MSE owned by SC/ST shall satisfy any of the following:
 - (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters

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NOTE: The MSE registration must be for the item /category of items /services relevant to the tendered items / category of items/service.


13. Conditions for Startups:

The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17th February 2016 and all other subsequent directives/guidelines thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry. The Startups bidders are exempted from payment of Bid Document Fees.


14. NEEPCO reserves the right to extend the last date and time for submission of Bid.
15. 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 bidders, nor does it have any obligation to inform the bidders of the grounds for such action.

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SECTION – II: Instructions To Bidders

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A. INTRODUCTION

1. ABOUT NEEPCO

North Eastern Electric Power Corporation Limited (NEEPCO), a Mini Ratna Schedule “A” Government of India Enterprise under the Ministry of Power was set up in 1976 under the Companies Act 1956 to undertake the development of electric power in North Eastern India covering all aspects such as investigations, planning, design, construction, operation and maintenance of Hydro electric and Gas Based Projects.


With its headquarters at Shillong, the capital of Meghalaya, NEEPCO is a power sector enterprise with projects located in the various states of the North East. NEEPCO has executed various projects which include Hydro; Gas Based Power Projects and Solar Projects.

2. PLANT INFORMATION:

.....Project is located at The nearest Rail Head is

3. INFORMATION FOR BIDDERS

- 3.1 It will be imperative for the bidders in their own interest to fully acquaint themselves with all local conditions and factors that may have effect on the execution of the works covered under these bid documents and specifications. Before submitting their bids, the bidders shall satisfy themselves as to the nature and location of work, the general and local conditions including, but not limited to, those conditions bearing upon transportation, disposal, handling and storage of materials, availability and nature of labour. Any default or failure by the Contractor to acquaint him with all information concerning these conditions will not relieve him from the responsibility for the execution of the Contract.
- 3.2 The laws, rules and regulations of the Government of India, 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 their prices, shall take into account the effect of such laws, rules and regulations. Wherever such laws, rules and regulations are in conflict with the corresponding stipulations of the bid documents, the more stringent requirements as interpreted by the Purchaser shall govern. Should such conflict require changes in the documents, the bidders shall promptly notify the Purchaser before opening of bids.
- 3.3 No extra charges on account of any misunderstanding or subsequent discovery of adverse conditions or otherwise shall be allowed.
- 3.4 Access to the site will be granted to the bidders during the period of preparation of bids through prior appointment with the Purchaser. The cost of inspection of site shall be to the bidders' own account.
- 3.5 It will be presumed that the bidders have acquainted themselves fully with the site conditions and have taken those and other factors, as stated above, into consideration

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while submitting their bids, irrespective of whether or not they have undertaken site visits.

- 3.6 The bidders shall also be deemed to have inspected and examined the site and its surroundings and to have satisfied themselves as the form and nature of the site, and means of transport and access to the site, the general labour position at site and to have fixed their prices, taking into account risks, contingencies and other circumstances which may influence or affect the execution of the works.
- 3.7 The responsibility of arranging any license, permit etc. required by the Contractor for execution of the work, shall lie with the Contractor. The Purchaser shall provide necessary assistance to the Contractor in obtaining the same, wherever required.
- 3.8 It must be understood and agreed that such factors have properly been investigated and considered while submitting bids. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof, which are based on lack of such clear information, shall be permitted by the Purchaser.
- 3.9 Time extension due to Force Majeure shall be granted without any financial benefit to the Contractor.

4. SCOPE:

The detail scope of work shall be as given in the technical specifications, Section-IV of the bid document.

5. SOURCE OF FUNDS:

The fund required for the work shall be met from the internal resources of NEEPCO.

6. QUALIFYING REQUIREMENT OF BIDDERS:

As detailed under Cl. No. 2.0 of NIB


7. TIME SCHEDULE:

- 7.1 The basis of consideration shall be the strict adherence to the time schedule for performing the specified works under the Contract.

Entire scope of supply and work under this contract shall be completed as per the schedule indicated below, to be reckoned from the date of issue of award of contract through GeM Portal/LOI. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

- 7.2 Scope of supply and Erection, Testing and Commissioning under this contract are as indicated below, to be reckoned from the date of issue of award of contract through GeM Portal/issue of LOI:

The completion schedule as stated above shall be one of the major factors that shall be considered during the evaluation of bids. The Purchaser reserves the right to request for a change in the work schedule during pre-award discussion with the successful bidder.

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B. THE BID DOCUMENTS

8. COST OF BIDDING:

Bidders shall bear all costs associated with the preparation and submission of their bids and the “Corporation”, hereinafter referred to as “the Purchaser” will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

9. CONTENT OF BID DOCUMENTS:


- 9.1 The equipment required, bid procedures and Contract terms are prescribed in the bid documents. In addition to the Notice Inviting Bids, the bid documents include:

Section-I	Notice Inviting Bids
Section-II	Instruction To Bidders
Section-III A	General Terms and Conditions of Contract
Section – IIIB	Erection Conditions of Contract
Section-IIIC	General Technical Conditions of Contract
Section-IV	Technical Specifications
Section-V	Bid Forms and other Forms
Section-VI	Data Sheets
Section-VII	Price Schedules
Section-VIII	Security Forms and Draft Contract Agreements

- 9.2 Bidders are expected to examine all instructions, forms, terms, and technical specifications as contained in the bid documents. Failure to furnish all information as required by the bid documents, or submission of a bid not substantially responsive to the stipulations of the bid documents in every respect will be at bidders’ risk and may result in rejection of their bids.

10. CLARIFICATION OF BID DOCUMENTS:

- 10.1 A prospective bidder requiring any clarification on the stipulations of the bid documents may notify the Purchaser in writing by post or fax at the Purchaser’s mailing address indicated in the Notice Inviting Bid. The Purchaser will respond in writing to any request for clarification on the stipulations of the bid documents, which is received not later than 8(Eight) days prior to the deadline for submission of bids prescribed by the Purchaser. The Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be published in e-tender portal <https://etenders.gov.in> and Purchaser’s website (www.neepco.co.in)
- 10.2 A pre-bid conference amongst the intending bidders shall be held for clarifying the bidders queries, prior to the submission of the Techno-Commercial bids, where decisions of the Purchaser shall be final and binding. **However, queries should reach not later than 3 (three) days prior to the date fixed for pre-bid meeting.** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Any modifications of the Bid Documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an

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Addendum pursuant to clause 15. The persons attending the pre-bid meeting shall carry a written authorization from the Bidder.

11. AMENDMENTS TO BID DOCUMENTS:


- 11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
- 11.2 All such amendment will be notified in the online portal <https://etenders.gov.in> and in NEEPCO's website www.neepco.co.in. Such amendment issued in the website and online portal will be binding on the bidder. The bidders are requested to regularly visit the above portal/ website for any amendment/ corrigendum
- 11.3 All such amendments shall form part of bid documents. The Owner / Purchaser shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.
- 11.4 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission and opening of bids.

12. LANGUAGE OF BID:

The bids prepared by bidders and all correspondences and document relating to the bid exchanged by the bidder and the Purchaser shall be in English. Supporting documents and printed literature furnished by the bidders with their bids may be in another language, provided they are accompanied by an appropriate and correct translation into English. For the purpose of interpretation of the bids and for all future purposes, only English version will prevail.

13. BID GUARANTEE (EARNEST MONEY):


- 13.1 A bid Guarantee equivalent to INR only shall accompany each bid. The BG shall be submitted only in INR.
- 13.2 The Bank Guarantee shall be acceptable only if they are issued either by a Nationalized / Scheduled Bank incorporated in India through any of its branches in India, or a foreign bank situated in India and registered with RBI as scheduled Foreign Bank.
- 13.3 Proforma of Bank Guarantee is enclosed in Section-VIII.**
- 13.4 The bidder shall also have the option to deposit the EMD amount **through “SB-COLLECT” of State Bank of India** as per procedure / steps elaborated in Section-I of bid document.
- 13.5 The bidder shall submit/upload the EMD payment receipt /scanned copy of BG alongwith the techno-commercial bid.

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- 13.6 The Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a minimum period of 180 (One Hundred Eighty) days and 04(four) weeks thereafter from the date set for opening of bids. If any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation. All bank charges shall be borne by the bidder.
- 13.7 The Bid Guarantee of the successful bidder to whom the Contract is awarded, will be returned after acceptance of the Contract Performance Guarantee furnished by the bidder and signing of the Contract Agreement.
- 13.8 The Bid Guarantees of the unsuccessful Bidders i.e. other than L-1 Bidder, whose Techno-Commercial bids have been evaluated to be acceptable, will be returned only after issuance of LOI to the successful bidder. The Bid Guarantee of the Techno-Commercially unsuccessful / rejected bidder shall be returned after completion of Techno-Commercial evaluation.
- 13.9 Any bid not accompanied by a Bid Guarantee will be rejected.
- 13.10 No interest and bank charge will be payable by the Purchaser on the above Bid Guarantee and its extension, if any.
- 14.11 The Bid Security shall be forfeited if:
- The Bidder withdraws its Bid or varies any terms & conditions in regard thereto during period of bid validity or,
 - in the case of a successful Bidder, if he fails within the specified time limit to;
 - Sign the Agreement, or
 - furnish the required performance security.
 - if the Bidder adopts corrupt or collusive or coercive or fraudulent practices covered under ITB Clause-32 or defaults committed under Integrity pact if applicable in this tender.

C. GENERAL INSTRUCTIONS

- 14. UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS & SPECIFICATIONS.**
- 14.1 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may, in any way, affect the work or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for interpretation / clarification to the Purchaser. The Purchaser, then, will issue interpretations and clarifications, as he may think fit, in writing. After receipt of such interpretations and clarifications, the bidder may submit his bid but within the time and date as specified in the invitation to bid. All such interpretation and clarification shall form as part of the specifications and documents accompanying the bidder's proposal.
- 14.2 Request for clarification / interpretation on the specifications as a whole i.e. general terms and conditions / technical specification should reach the Purchaser in writing not later than 8 (Eight) days prior to the deadline for submission of bids prescribed by


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the Purchaser. The Purchaser shall furnish the clarifications within 3(Three) days of receipt of request for clarification. The Purchaser shall issue corrigendum to the specifications subject to the above clarifications / interpretations etc., which shall form part of the specifications. The general terms and conditions and technical conditions so finalized shall become the basis of tendering and no deviations on these terms and conditions shall be applicable thereafter.

- 14.3 Verbal clarifications and information given by the Purchaser or his employee (s) or his representative (s) shall not, in any way, be binding on the Purchaser.

15. PREPARATION AND SUBMISSION OF BIDS:

- 15.1 Bids should be submitted in electronic form in <https://etenders.gov.in>. The bidder may refer to the instruction for online submission of bids in CPP portal as annexed to this section. Bidder shall submit their financial bids in the format provided in the e-tender portal against the NIB. Bid documents and the BOQ/Price Schedule(s) can be downloaded from this website
- 15.2 In the online bid submission, bidders will submit their Techno-Commercial bids and Price Bids in the online bidding forms using their digital signatures. Technical data and prices shall be furnished as per schedules contained in Section-VI and Section-VII of bid document. Bids submitted by prospective Bidders and documents attached thereto shall be considered as forming a part of the Contract Agreement documents.
- 15.3 Each sealed set of bids will contain the following sealed covers:
- Sealed Cover – 1**
 - Techno-Commercial Bid along with Commercial Terms & Conditions, Bid Guarantee and documents in support of qualifying requirements.
 - Duly filled in Bid Forms & Schedules, Commercial & Technical Data sheets.
 - INTEGRITY PACT:** Bidder shall compulsorily submit two original copies of Integrity Pact (duly signed by authorized signatory who signs the Bid) in the format enclosed at **ANNEXURE-III** of this part, along with the Techno-Commercial Bid. Bid submitted without this Pact shall be rejected. The names and other details of the Independent External Monitors are given in relevant Clause of NIB. One original copy of the Pact, duly signed by the Owner, shall be returned to the Bidder immediately after opening of the Techno-Commercial Bid. Bidders shall submit the Integrity Pact in accordance with this provision, failing which his Bid will be rejected. The Integrity Pact shall be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder (Contractor) prior to signing of Contract Agreement with successful bidder.
 - Un – Priced Schedule indicating QUOTED/NOT QUOTED against each item in similar manner of their Price Bids however **without indicating the Prices**. The bidder shall indicate rates of applicable Taxes & Duties in the unpriced schedules. **Prices and other information except as mentioned above should not be filled in the unpriced bid submitted with Techno-commercial bid.** In case the Bidder indicates prices in the Un-priced

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Schedules and/or upload priced schedules in Envelope-I, the bid shall be summarily rejected.

b) **Sealed Cover – 2**
Price Bid (Price Part).


15.4 The Sealed Cover-1 containing the documents indicated in clause 16.3 (a) shall be opened first.

15.5 The following documents are required to be compulsorily submitted physically within 7(seven) days after the date of Techno-Commercial bid opening which shall have to be submitted either personally or by Registered Post in a sealed envelope addressed to:

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The documents are:


- a) BG for Earnest Money Deposit (EMD)/Bid Security Declaration
 - b) Power of Attorney as per format provided in Sec-V of the Bid Document.
 - c) Bid Form as per format provided in Sec-V of the Bid Document.
 - d) Parent Company Agreement & Deed of Joint Undertaking as per format provided in Sec-V of the Bid Document **if applicable (if bidder participated as wholly owned Indian subsidiary company having guaranteed support from their parent company)**
- 15.6 The documents submitted/sent by post must be sent by Registered Post with acknowledgement due / transmitted receipt/ Courier sufficiently in advance so as to reach the above address by the scheduled date and time indicated in the Notice inviting Bids. Any document received after the due date and time of submission, even on account of delay on the part of the Postal Authorities, will be rejected. The bidders are therefore requested to ensure in their own interest that their documents are delivered in time. Purchaser will not be held responsible for delay or loss of documents.
- 15.7 The Bids will be opened online as per time and date set for opening of bids.
- 15.8 The date and time of opening of Price Bids shall be intimated online to the respective techno-commercially qualified Bidders.
- a) The Price Bid(s) of the Bidders whose Technical and Commercial Bids have been found to be acceptable by the Purchaser will be opened online.
 - b) The Price Bid(s) of the Bidders whose Technical and Commercial Bid(s) have not been accepted by the Purchaser will not be considered for opening and their Bid Guarantee will be returned after completion of evaluation of Technical-Commercial Bids.
- 15.9 The Purchaser reserves the right to reject any or all bids, in case the qualifying requirement and Bid Guarantee furnished do not satisfy the stipulation of this specification.

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- 15.10 The Bidder will have to ensure that the bids are submitted through the e-tender portal. No request from any bidder to the Owner to accept offline proposals shall be entertained by the Owner / Purchaser.
- 15.11 The Techno-Commercial bids of the qualified bidders would be analyzed and, wherever essential, clarifications and confirmations on Techno-Commercial issues would be sought from them so as to further analyze and evaluated the bid in terms of the requirements of the specifications to the satisfaction of the Purchaser. Letters seeking clarifications and replies thereof shall be sent through mail/fax/post.
- 15.12 Bids not covering the scope covered in the specification shall be treated as incomplete and shall be rejected.
- 15.13 Any action on the part of the bidder to revise the price or to change the structure of price at his own instance after opening of the bids and within the validity of offer **may result in rejection of the bid and / or debarring the bidder from participation in future tenders of the Purchaser.**
- 15.14 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS
- 16.14.1 The Bidder may modify, substitute, or withdraw his online bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.
- 16.14.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.
- 15.15 The bidders are requested to submit the bid through online e-tendering system well before the bid submission end date and time (as per server system clock). The Corporation shall not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

16. SIGNATURE OF BIDS:

- 16.1 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 at each page by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- For online bids, the document submitted by the bidder must be signed and sealed at each page by the Bidder with this usual signature before scanning and uploading.
- 16.2 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.
- 16.3 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.
- 16.4 The bidder’s name stated on the proposal shall be the legal exact name of the firm.

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16.5 Erasures or other changes of the bid documents shall be initialed by the person signing the bid.

16.6 Each and every page of the bid should be numbered and properly signed. Contents and pages should be indicated in the index page.

17. INFORMATION REQUIRED WITH THE PROPOSAL:

17.1 The bids must clearly indicate the name of the manufacturer, the type and model of each equipment proposed to be supplied. The bids should also contain drawings and descriptive materials indicating general dimensions, material from which the component are manufactured, principles of operation, the extent of pre-assembly involved, method of erection.

17.2 The above information shall be provided by the bidder in the form of separate sheets, drawings, catalogues etc, and shall be uploaded with Techno-commercial bid.

17.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the bidder will be retained by the Purchaser. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission from the Purchaser. In case of such permission, price repercussion, if any, will be mutually settled.

17.4 Oral statements made by the bidder at any time regarding the quality or arrangement of the equipment or any other matter will not be considered.


17.5 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.

17.6 In case the proposal information contradicts specific requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical deviation schedule in the bid.

18 EFFECT AND VALIDITY OF BIDS:

18.1 The submission of any bid connected with these documents and specifications shall constitute an Understanding/*Agreement* that the bidder shall have no cause of action or claim against the Purchaser for rejection of his bid. The Purchaser shall always be at the liberty to reject any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in this regard against the Purchaser.


18.2 Bids should be kept valid for acceptance for a period of 180 (One hundred Eighty calendar days) from the date set for opening of the Techno-Commercial bid, exclusive of the date of opening.

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If the bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid, the Purchaser shall, without prejudice to any other right or remedy, be at liberty to forfeit the Bid Guarantee (Earnest Money).

19 POLICY OF BIDS UNDER CONSIDERATION:

- 19.1 Bid shall be deemed to be under consideration immediately after they are opened until such time official intimation of award / rejection is made by the Purchaser to the bidders. While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from making correspondences and contacting by any means the Purchaser and / or his Employees / representatives on matters related to the bids under consideration. The Purchaser, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidders will not be permitted to change the Price Bid or substance of the bid after the bid has been opened.
- 19.2 Any efforts by a bidder to influence the Corporation in the process of examination, clarification, evaluation and comparison of bids and in any decision concerning award of contract, may result in rejection of the bidder's bid. Canvassing in connection with the bid is strictly prohibited and the bids submitted by the bidders who resort to canvassing shall be liable for rejection.
- 19.3 During the evaluation of techno-commercial bid, the Purchaser may seek / obtain clarifications, confirmations or modifications if any. If considered necessary and essential by the Purchaser, bidders shall be permitted to submit price repercussions / revised Price bid in the case of any change / modification / addition / deletion / alteration. Only when requested, the price repercussion shall be submitted in sealed envelope to be opened along with the Price Bid. If the bidders are requested to submit revised Price bid by the Purchaser, the revised Price bid shall be opened alongwith the initial price bids:-
- 19.4 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 Price 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. If the bidder withdraws his bid while it is under consideration and within the validity period of bids, action shall be taken by the Purchaser as deemed fit. **All techno-commercial consultation and clarifications required by the bidder should be completed before opening of Price Bid.**
- 19.5 The Corporation shall notify the successful bidder about **Letter of Intent** by **FAX / E-Mail / Registered Letter** and, in no case, this notification should be construed as an Agreement with the bidder. The Corporation will enter into an Agreement, subject to fulfillment of further requirements as stipulated in the bid documents. The notification regarding Letter of Intent shall be given offline.
- 19.6 **Conflict of Interest among Bidders/ Agents**

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Conflict of interest among bidders/agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Corporation's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:


- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
- f) In case of agents quoting in offshore procurements on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

20 PRICE BASIS:

- 20.1 The Bidders shall quote the basic Prices on “**Variable Price**” basis, as per Price Variation Formulae detailed at Annexure – II and Annexure-III of Section II, Instruction To Bidders, and as per format of Price Schedules given at Section-VII and strictly as per Scope of the Proposal/ Schedule of Requirement at Section-IV of the Bid Document.

21 JURISDICTION OF COURT:

The Contract shall be governed by the laws of India for the time being in force and shall be subjected to the jurisdiction of the High Court of judicature at Meghalaya High Court, Shillong.

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22 TAXES AND DUTIES:

- 22.1 Taxes, duties and levies as indicated by the Bidder at price schedules Section -VII and taxes, duties and levies imposed by the Government as on the date 28 (twenty eight) days prior to the latest date for submission of bids except whatever is specified hereunder, shall be paid to the concerned authorities by the Contractor and the same shall be reimbursed by the Purchaser at actual against production of documentary evidence. In the event of increase or decrease in Taxes and Duties and / or imposition of new Taxes or Duties if any, as on the date 28 (twenty eight) days prior to the latest date for submission of bids the same will be reimbursed/ recovered by the Purchaser to / from the Contractor as the case may be, at actual on production of documentary evidence.

In case of replacement or re-structuring of any tax in lieu of existing tax which is in force as on the date 28 (twenty eight) days prior to the latest date for submission of bids the differential amount will be reimbursed to or recovered from the Contractor by the Purchaser at actuals on production of documentary evidence.

- 22.2 The successful bidder shall be liable to pay all Non-Indian Taxes, Duties, Levies assessed against him in pursuance of the Contract, including any deviations thereof. The Purchaser shall not be liable to pay any Non-Indian Taxes, Duties, and Levies in pursuance of the Contract, including any deviations thereof.
- 22.3 All applicable taxes & duties payable on transaction between Contractor / Nominee or Assignee and his sub-Contractor for equipment, components, sub-assemblies, raw materials or any other items used for their consumption or despatched directly to the Purchaser from their sub-supplier(s) shall be included in the bid price. Purchaser is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) in excise duty, custom duty, sales tax, and so on, on raw materials and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.
- 22.4 Income Tax and Corporate Tax:
- Income Tax and surcharge thereof leviable as per the taxation laws of India on the Contractor's company or its personnel in respect of income arising in favour of either of the Company or its personnel under this Contract Agreement, shall be the absolute liability of the Contractor and not of the Purchaser.
 - Payments stipulated under this Contract Agreement shall be made by the Purchaser to the Contractor after deduction of income tax at source at the applicable rates. The Purchaser shall provide the Contractor with certificates for tax deducted at source.
 - In this connection, attention of the Bidders is invited to the provisions of Indian Income Tax Act and Corporate Tax Act and any other circular issued by the Central Board of Direct Taxes, Government of India from time to time.

23 Planning and Designing in Purview of Vulnerability Atlas of India

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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
- vii) Landslides incidences with Annual rainfall normal
- viii) District wise Probable Max. Precipitation

D. BID OPENING AND EVALUATION OF BIDS

24 OPENING OF BIDS:

- 24.1 The Purchaser will first open the **Sealed Cover – 1** containing Techno-Commercial Bid (Technical Part), EMD, along with commercial terms and conditions and Un-priced Tender Forms in the presence of bidder's representative who choose to attend the bid opening on the stipulated date and time, in the Office of the Executive Director, Contract & Procurement, NEEPCO Ltd, Shillong. The bidder's authorized representatives who are present during opening of the Techno-Commercial bids shall

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sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day. **Sealed Cover-2** containing the Price Bid(s) of the bidders, whose Technical and Commercial bids have been found to be acceptable by the Purchaser will be opened at the Office where the Price Bids were received, in presence of the intending bidders or their authorized representatives, if any. The bidders will be given minimum 7(seven) days clear notice intimating the date of opening of the Price Bids.

- 24.2 The Bidders' names, Bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening of the Techno-Commercial bids. No bid shall be rejected at the time of bid opening. Bid not accompanied with the Bid Guarantee will, however, be rejected.
- 24.3 Bidders may view the tender opening results of techno-commercial and price bids in <https://etenders.gov.in> by marking their presence for online tender opening.
- 24.4 Hard copy of bid document if any to be submitted physically as per stipulation elsewhere, if received by the Purchaser after the deadline for submission prescribed by the Purchaser, will be rejected and / or returned unopened to the bidder.
- 24.5 Bids that are not opened and declared at the time of bid opening shall not be considered further for evaluation, irrespective of the circumstances.

25 EVALUATION AND COMPARISON OF BIDS:


25.1 General:

- 25.1.1 The bids will be evaluated by the Purchaser to ascertain the lowest evaluated technically and commercially responsive bid for the complete scope of the proposal as detailed in the bidding documents.
- 25.1.2 Evaluation of the bids will be carried out in two stages:

- Stage 1: Evaluation of Techno-Commercial bids (Sealed Cover-1)
- Stage 2: Comparison of Price bids (Sealed Cover-2) of the acceptable Techno-Commercial bids

Price Bids (Sealed Cover-2) of only those bidders whose Techno-Commercial bids have been evaluated as acceptable after Stage-1 will be evaluated in Stage 2.

- 25.1.3 If the bid, which results in lowest evaluated bid price, is seriously unbalanced or front-loaded in relation to the Corporation's estimate of the items of work to be performed under the Contract, the Purchaser may request the bidder to produce detailed price analysis for any or all items given in the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and the schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Purchaser may require that the amount of Contract Performance Guarantee set forth in Clause No. 4, Section-III A be increased at the expense of the bidder to a level sufficient to protect the Corporation against financial loss in the event of default of the successful bidder

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under the Contract (Bidder to furnish additional performance security, to cover front loading and valid up to completion of Works, at the expense of the bidder to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract).


- 25.1.4 If a bid price appears to be unusually low in relation to the services to be rendered, the bidder will be requested to submit a written breakdown of his price calculation. If after review of the rates submitted by the bidder reasonable doubt persists as to whether the required goods and works can be provided at the rates offered and if this is reasonably expected to pose a considerable risk to the performance of the Contract, the bid in question will be excluded.

25.2 Stage 1: Evaluation of Techno-commercial Bids (Sealed Cover 1)

- 25.2.1 During Techno-commercial evaluation of bids, the Purchaser may, at its discretion, request bidders for clarifications on their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be permitted.
- 25.2.2 The Purchaser will examine the bids to determine whether they are complete and conform to the stipulated 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 Purchaser will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one which conforms to all terms and conditions, technical specification of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning performance security, warranty, force majeure, payment terms, completion time, applicable law and taxes & duties will be deemed to be a material deviation. The Purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. The Purchaser 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 ranking of any bidder.
- 25.2.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and shall 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 bid documents are not included in the bid.
- 25.2.4 To ascertain a substantially responsive bid, evaluation of the Techno-Commercial bids will be carried out in two steps:
- Preliminary evaluation
 - Detailed evaluation.

a) Preliminary evaluation

The Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether all the forms, data sheets have been filled up as per the formats provided in the bid documents and whether the bids are generally in order. Bid submitted without fulfilling the Qualifying requirements as indicated at Clause 3, Section-I of this Volume, shall be rejected as non- responsive. Some important points on the

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basis of which a tender may be declared as unresponsive and be ignored during the preliminary evaluation are:


- (i) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- (ii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria(example: the bid condition says that the bidder has to a registered MSE unit but the tenderer is a, say, large scale unit);
- (iii) The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;
- (iv) The bid departs from the essential requirements specified in the bid document (for example, the tenderer has not agreed to give the required performance security); or
- (v) Against a schedule in the list of requirements in the NIT, the tenderer has not quoted for the entire requirements specified in that schedule (example, in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

Techno-commercial bids that are accepted after preliminary evaluation will be further considered for detailed evaluation.

b) Detailed evaluation

- i) The Techno-Commercial proposals must principally demonstrate the adequacy of the bidder's appreciation of the scope of work and for the timely completion of the work themselves, of the arrangement of the logistic support and of the Contractor's quality control, safety and environment procedures.
- ii) The basis for the comparison of Techno-Commercial bids will be principally the information and data provided by the bidders in the technical data sheets and technical forms provided in Section-IV and Commercial Data sheets of Section-VI as detailed below and deviation of commercial terms and conditions. Deviations from or objections or reservations to critical provisions, such as those concerning performance security, warranty, force majeure, payment terms, completion time, applicable law and taxes & duties will be deemed to be a material deviation.

DATA SHEET	1: Similar Experience/Work Commitments
DATA SHEET	2: Financial Data with Credit Facilities currently enjoyed by the bidder
DATA SHEET	3A: Plant, Machinery and Manufacturing facilities
DATA SHEET	3B: Testing Equipment/ Testing facilities
DATA SHEET	4: Technical Data Sheet
DATA SHEET	5: Proposed Sub-Vendors.

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DATA SHEET	6: Quality Assurance Plan
DATA SHEET	7: Health and safety & environmental protection
DATA SHEET	8: Delivery and Work Schedule
DATA SHEET	9: Current litigation history
DATA SHEET	10: Additional / Supplemental information.
DATA SHEET	11: Schedules of Deviations from Specifications

These sections of the Techno-Commercial bid shall be prepared as generally indicated below:

Data Sheet-1 shall give details of similar experience and works in hand based on which technical experience and the Bid capacity shall be evaluated.

Data Sheet-2 shall give details of bidder's financial capability, substantiated by Banker's feedback to execute the work.


Data Sheet-3 to 5, 8 shall be addressed by completing or providing all information required in the respective data sheets, together with relevant descriptive and supporting material which the bidder deems necessary to clarify or support his Techno-Commercial bid. The bidder shall include in his proposal his programme for delivery of the materials as well as programme for Erection, Testing and Commissioning under this package. The programme shall be in the form of BAR chart identifying key phases in various areas of the work like designs/drawing approval, manufacture, despatch, transportation, receipt. The BAR chart shall conform to the schedule as stipulated elsewhere in this bid document.

Data Sheet-6 shall consist of a full description of the bidder's internal quality control procedures in their Works and confirm that those will be followed in compliance with the requirements of the respective chapters of the technical specifications.

Data Sheet-7 shall describe in full the bidder's safety rules and procedures, including staff and facilities proposed for dealing with accidents and health care and must confirm that those rules and procedures to be followed in compliance with the requirements with the respective chapter of the technical specification. The Bidder shall give details of the bidder's proposed environmental protection plan and procedures in execution of the contract.

The bidder shall be evaluated based on the information furnished in Data Sheets and subject to fulfillment of qualifications requirement, other general requirements and compliance to quality and the technical specifications of the tender.

- iii) In view of the importance that bid evaluation should be completed in the shortest possible time, all bidders are expressly intimated: -
 - a) To prepare their Techno-Commercial bids, in particular their schedule of detailed programme / schedule of works, in the form and order as indicated in the data sheets and as instructed above,


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and to ensure that all specific points on which information has to be submitted, as detailed in the tender documents, are covered in full and

- b) To ensure that all materials submitted is not only complete in all respects but also concise, and to avoid including material of marginal relevance or importance.
- iv) As the programme for bid evaluation is short, the Purchaser cannot accept any obligation to request clarifications or supplementary information from bidders, after Techno-Commercial bids have been opened, although the Purchaser at its discretion reserves the right to do this. In consequence, any such inadequacies in data submitted in any bid may adversely affect the ranking of that bid during technical evaluation.
- v) Deviation from bid document / additional clauses
 - a) All bidders are cautioned that bids containing any deviation from the basic parameters in respect of General Terms and Conditions, Technical Specification and the Bid Drawings, as contained in the bid documents, are liable for rejection.
 - b) Acceptability / non acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the bid documents, shall be judged by the Purchaser. The deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The Purchaser shall be the sole judge for assessment of acceptability / non-acceptability of deviations / additional clauses.
- (c) During evaluation of Bids, only minor deviations may be accepted/allowed, provided these do not constitute material deviations without financial impact and do not grant the bidder any undue advantage vis-à-vis other bidders and the Corporation. A material deviation, reservation, or omission which should not be waived are those that;
 - i) Affects, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;
 - ii) Limits, in any substantial way, inconsistent with the bid documents, Corporation's rights or the bidder's obligations under the contract; or
 - iii) If rectified, would unfairly affect the competitive position of other bidders quoting substantially responsive offers.

The decision of the Purchaser in this respect shall be final and binding.

- vi) Even though the bidders meet the qualifying criteria as per clause no 3.0 (Section-I), they are subject to be disqualified if they have:

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- (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
 - (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - (iii) participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

25.3 Stage 2 : Evaluation and comparison of price bids (Sealed Cover 2)

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

25.3.2 The Price Schedules shall be filled up and uploaded. The evaluation of Price Bids will be done based on the Grand Total price as per Price Schedule-I(BOQ) inclusive of all taxes and duties.

The Total Evaluated Price shall be as under;

Total evaluated price =A+B, where

A= Total price, as per Price Schedule-I(BOQ).


B= Loading on account of of the Technical Document.

The Bidders may note that the prices quoted for Recommended Spares in the price schedules will not be considered for Price Bid Evaluation.

Any suo motu discounts and rebates after opening of bids (techno-commercial or price) shall not be considered for the purpose of ranking the offer, but if such a firm does become L1 at its original offer, such suo motu rebates shall be incorporated in the contracts.

25.3.3 Arithmetical errors will be rectified on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between numerical words and figures, the amount in words shall prevail. If the bidder does not accept the corrections as above, his bid will be rejected and the Bid Guarantee (Earnest Money) submitted with this bid will be forfeited.
- b. Bidders shall ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules, the Purchaser shall be entitled to consider the

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highest price for the purpose of evaluation and the lowest of the prices in these schedules for the purpose of award of Contract.

- c. The prices of all such items against which the Bidder has not quoted rates/amount (viz., items left blank or against which ‘...’ is indicated in the Price Schedule) in the schedules shall be deemed to have been included in other items and no payment shall be made for execution of such items.

26 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

Complying with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following provisions shall prevail for award of **25 %** of the total quantity of the tender to the participating Micro and Small Enterprises subject to meeting terms and conditions stated in the bid document including but not limiting to Qualification criteria.

- (i) Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 %age shall be allowed to supply up to **25 percent** of total tendered quantity at L1 price provided they accept L1 price.
- (ii) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity at L1 price provided their quoted price is within a price band of L1 + 15 %age.
- (iii) In case of more than one such MSEs are in the price band of L1 + 15%age, who are willing to execute the work at L1 price, the work may be shared proportionately.
- (iv) Out of the **25 (twenty five) percent** target for MSEs, 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs **and 3(three) percent from MSEs owned by women within the 25% target.** In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, the said 4 (four) percent **& 3 (three) percent** sub-target so earmarked shall be met from other MSEs.


I. DEFINITIONS APPLICABILITY FOR 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.

The minimum local content shall be 50% as specified by the Ministry of Power, Government of India.

‘**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%.

‘**Class II Local Supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% and less than 50%.

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‘Non - Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

“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%.**

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

“Procuring Entity” means NEEPCO

II. VERIFICATION OF LOCAL CONTENT:

- a) The Class – I Local Supplier at the time of tender, bidding or solicitation shall be required to provide self-certification as given below, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

We(Name of the Bidder) undertake that the item offered meets the minimum local content for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 against the NIB No.....Dated..... The details of the locations at which the value addition is made are given below:


1.....

2.....

(Signature of the Bidder)

In case of procurement for a value in excess of Rs. 10 Crores, the 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.

- a) Self declarations/ auditor’s/ accountant’s certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per Order No. No.11/05/2018-Coord and No.A-1/2021-FSC-Part(5) dated 28.07.2020 and 16.11.2021, of Ministry of Power, Government of India. In case of false documents/misrepresentation of the facts, requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.
- b) 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 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.
- c) Certificate for Tenders for Works involving possibility of sub-contracting shall be submitted by the bidder in the following format:

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"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]".

Note: If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.


As per Office Order No.25-11/6/2018-PG dated 02/07/2020 of Ministry of Power, Government of India (Copy enclosed), the following shall be complied:

- a. All equipment, components, and parts to be imported against the package shall be tested in India to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
- b. All such testings shall be done in certified laboratories designated by the Ministry of Power (MoP) vide Office Order No.12/34/2020-T&R dated 08.06.2021 & 24.12.2021 of Ministry of Power, Government of India, and any other orders that may be issued on the matter from time to time. Any import of Equipment/Components/Parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
- d. Where the Equipment/Components/Parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).
- e. The above shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in the Package.
- f. Regarding definition of 'Prior Reference Countries' and exclusions applicable on the above, the bidders may refer Office Order No. 25-4/1/2019-PG-Part (1) dated 11/08/2020 of Ministry Of Power, Government Of India(copy enclosed)"

E. AWARD OF CONTRACT

27 AWARD CRITERIA:

The Purchaser 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. The successful bidder will be notified of the award through a Letter of Intent to be issued in writing by registered letter or fax, that his bid has been accepted. The Letter of Intent will constitute the formation of Contract. The

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successful bidder shall execute a Contract Agreement as per the proforma attached at Section-VIII.

28 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to 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 bidding process may be cancelled if

- the responsive bids substantially exceed the budget;
- the Technical or Financial bases of the procurement have changed materially prior to the award, or the rates of the bid are obviously and clearly unreasonably high.
- the rates of the bid are obviously and clearly unreasonably high.


29 SIGNING OF CONTRACT / AGREEMENT:

- a. After issue of the Letter of Intent (LOI), the Detailed Supply Order (DSO) & Detailed Work Order (DWO) will follow on un-conditional acceptance of LOI by the bidder. After issue of DSO & DWO and their un-conditional acceptance and acceptance of Contract Performance Guarantee, the Purchaser shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful bidder will be informed for signing of the Contract Agreements on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong.
- b. The Contractor shall be required to sign the Contract Agreement in 3(three) copies, along with appropriate Power of Attorney and other requisite materials. The expenses of completing and stamping the Agreement shall be paid by the Purchaser and the Contractor shall be furnished, free of charge, with an executed stamped counter part of the Agreement. After signing of the Agreement, 6 (six) true copies of the Contract Agreement shall have to be made by the Contractor and shall be submitted within 30 (thirty) days from the date of signing of the Contract Agreement to the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong-793003.

30 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


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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.

31. TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS):

It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address the challenges faced by MSMEs in delayed payments (after receipt/acceptance of material/services) from corporate and other buyers, including Government Departments and Public Sector Undertakings (PSUs) leading to shortfall of working capital.

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TReDS is an online electronic institutional mechanism/ platform for facilitating the financing of trade receivables of MSMEs from corporate and other buyers, including Government Departments and Public Sector Undertakings (PSUs), through multiple financiers. NEEPCO has registered on the following TReDS platform:


a) “Invoicemart” of ‘A. TReDS Ltd.’, Mumbai

MSME vendors can avail the TReDS facility, if they want to by registering on the above mentioned TReDS platform, for which MSEM vendors can contact at the following address of “Invoicemart”:

Shri Mithilesh Jha, Email: mithilesh.jha@invoicemart.com, Ph: +91 9836953636

32 CHECK LIST:

- 32.1 The bidders are requested to duly fill in the check list enclosed at Section VIII. This check list gives only certain important items to facilitate the bidder to make sure that the necessary data / information is provided by him in his proposal. This, however, does not relieve the bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.
- 32.2 Technical / commercial deviations, if any, for each specification Volume / Section of the bid documents should be given in the enclosed respective schedules and except for the deviations given therein it shall be construed that bidders shall comply completely with all the other requirements of the specification.
- 32.3 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 Purchaser shall bear no responsibility whatsoever on such costs and expenses.

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ANNEXURE-I

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.


More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without

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changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.


9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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ANNEXURE – II

PRICE VARIATION FORMULAE FOR SUPPLY OF EQUIPMENT

The quoted price of supply of Electro-Mechanical Equipment shall be subject to adjustment as per Price Variation (PV) Formulae given below, with the base date of all indices as on the date 28 (twenty eight) days prior to the latest date for submission of bids. Date of adjustment shall be 1(One) month prior to the date of dispatch:

i) For Supply of Electrical Equipment:

$$P1 = P0 \times [0.15 + \{ 0.35 \times (S1/S0) + 0.15 (C1/C0) \} + 0.35 X (L1/L0)] - P0$$

ii) For Supply of Mechanical Equipment:

$$P1 = P0 \times [0.15 + \{ 0.50 \times (S1/S0) \} + 0.35 X (L1/L0)] - P0$$

Wherein

P1 = Adjustment amount payable to the Contractor

P0 = 90% of Quoted Price


S0, S1 = Wholesale Price Index(WPI) of ‘Basic Metal’ as on the date 28 (twenty eight) days prior to the latest date for submission of bids and on the date of adjustment

C0, C1 = Wholesale Price Index(WPI) of ‘Copper Bars & Rods’ as on the date 28 (twenty eight) days prior to the latest date for submission of bids and on the date of adjustment

L0, L1 = All India Average Consumer Price Index number for Industrial Workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016=100) as on the date 28 (twenty eight) days prior to the latest date for submission of bids and on the date of adjustment

Monthly Wholesale Index published by Office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India shall be applicable for S0, S1 and C0, C1.

NOTE: In case the Government of India stops publishing any of the Price indices at any time during the course of execution of the contract and announces a new series with a linking factor for conversion of index of new series to the old series, regulation of price variation will be done using the indices of new series along with linking factor,

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as published by the relevant Authority, from the date, the indices of old series become unavailable.

The price variation calculation will be done using the indices of old series, till the date the indices of the old series are available.

In case the Government of India stops publishing any of the Price indices at any time during the course of execution of the contract and announces a new series without a linking factor for conversion of index of new series to the old series or allows use of any method for linking the two series (Old and New), regulation of price variation will be done using the indices of new series along with linking factor to be derived using arithmetic conversion method based on monthly indices of the last 36 months of the old series and the same period for new series:

Linking Factor for a commodity = (Arithmetic mean of the monthly indices of the old series of the concerned commodity for the last 36 months of the old series)/ (Arithmetic mean of the monthly indices of the new series of the same commodity for the same period i.e. the last 36 months of the old series)

The price variation calculation shall be done using the indices of new series along with this linking factor, in the Price Variation Formula from the date, the old series is discontinued.

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ANNEXURE – III

PRICE VARIATION FORMULAE FOR LOADING AND UNLOADING AT SITE, HANDLING AND TRANSPORTATION WITHIN SITE, STORAGE AND PRESERVATION AT SITE, AND ERECTION, TESTING AND COMMISSIONING

The quoted price for Loading and Unloading at site, Handling and Transportation within site, Storage and Preservation at Site, and Erection, Testing and Commissioning shall be subject to adjustment as per the PV (PV) Formulae:

$$P1 = P0 \times [0.20 + 0.60 \times (L1/L0) + 0.15 \times (F1/F0) + 0.05 \times (M1/M0)] - P0$$

Where,

P1 = Adjustment amount payable to the Contractor

P0 = Quoted Price

L0 = All India Average Consumer Price Index for Industrial Workers, as published in the Indian Labour Journal of “Labour Bureau”, Ministry of Labour, Government of India, as on 28(Twenty Eight) days prior to the date of opening of Techno-Commercial Bids


L1 = All India Average Consumer Price Index for Industrial Workers, as published in the Indian Labour Journal of “Labour Bureau”, Ministry of Labour, Government of India, as on the date of execution of services.

F0 = Actual all inclusive price of diesel at the nearest depot of Indian Oil Corporation as on 28(Twenty Eight) days prior to the date of opening of Techno-Commercial Bids.

F1 = Actual all inclusive price of diesel at the nearest depot of Indian Oil Corporation as on the date of execution of services.

M0 = Wholesale Price Index (WPI) for “Non Metallic Mineral Product” as on 28(Twenty Eight) days prior to the date of opening of techno-commercial bids, as published in the monthly bulletin “Wholesale Price Indices” issued by the Office of Economic Adviser, Ministry of Commerce and Industry, New Delhi

M1 = Wholesale Price Index (WPI) for “Non Metallic Mineral Product” as on the date of execution of services, as published in the monthly bulletin “Wholesale Price Indices” issued by the Office of Economic Adviser, Ministry of Commerce and Industry, New Delhi

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ANNEXURE-IV

INTEGRITY PACT

(To be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder(Contractor) prior to signing of Contract Agreement)

Between

North Eastern Electric Power Corporation Limited (NEEPCO Ltd.), a company registered under the Companies Act, 1956 and having its registered office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya, India, hereinafter referred to as “Principal”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the ONE PART

And

-----, (description of the party along with address), hereinafter referred to as “Bidder/Contractor”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the OTHER PART


Preamble

The Principal intends to award, under laid down organizational procedures, Contract(s) for “(..... name of the Work....). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section – 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.

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1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)


2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/agents of Foreign Bidders shall be disclosed by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders of Part-III of Detailed Bid Document.

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- 2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal.

Section 4 – Compensation for damages


- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 5 (Five) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the Contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

- 6.1 The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-Contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-Contractors whose Contract value is more than 20% of the Bidder's/Contractor's quoted price/Contract price with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub-Contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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- 6.3 Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.

Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- 8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non bonding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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- 8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO.
- 8.10 The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12(Twelve) months after the last payment under the respective Contract and for all other Bidders 6(Six) months after the Contract has been awarded.
- 9.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/determined by the CMD, NEEPCO.

Section 10 – Other provisions

- 10.1 This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e., Shillong, Meghalaya, India.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a Joint-Venture (JV)/Consortium, this agreement must be signed by all partners or Joint-Venture (JV)/Consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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10.5 Only those Bidders/Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be mandatory for meeting the qualifying requirement.

10.6 The Contractor shall comply all the statutory requirements relating to Labour & Employment like Minimum Wages Act, Employees Provident Fund (EPF) & Miscellaneous Provisions Act, Employees State Insurance (ESI) Act etc. and the Principal shall monitor the same, throughout the execution of the Contract.”

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For & on behalf of the Principal

For & on behalf of the Bidder/Contractor

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____


Date _____

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

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Annexure-V

**No.11/05/2018-Coord.
Government of India
Ministry of Power**

**Shram Shakti Bhawan, New Delhi
Dated the 28th July, 2020**

ORDER

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.


2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sector vide Order No.11/05/2018-Coord. dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BEII) dated 04.06.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 04.06.2020, referred to above and extracts of the same given at Appendix.

ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in Annexure-I, only "Class-I local supplier", shall be eligible to bid irrespective of purchase value.

iii. In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry (GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender

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enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per Annexure-I, will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with para 3A of DPIIT Order dated 04.06.2020, and extracts of the same given at Appendix.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Chairperson Member (Planning), CEA
 Member Chief Engineer (PSETD), CEA
 Member Chief Engineer (HETD), CEA
 Member Chief Engineer (TETD), CEA
 Member Chief Engineer (DP&R), CEA
 External Expert As may be co-opted by CEA
 Convener Chief Engineer (R&D), CEA


7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MOP. The composition of the Committee is given below:

Chairperson, CEA
 Member (Hydro), CEA
 Member (Power System), CEA
 Convener Member (Thermal), CEA

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of DDO, CEA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No.P-45021/2/2017-PP (BE-II) dated 04.06.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of Power, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid orders shall also be applicable in respect of funding of capital equipment by PFC/ REC.

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11. Procuring entities as defined in the DPIIT's Order dated 04.06.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the power sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement are listed as under Annexure-II. However, Annexure-II will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 50% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at Annexure-III may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

15. This issues with the approval of Hon'ble MoS (IC) for Power and NRE.

Sd/-


(R.K. Das)

Under Secretary to the Government of India

Tel. No.011-23752495

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs/ Chairmen of DVC & BBMB/ MD of EESL
11. All JSs/ EA, MoP

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Appendix

Extracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020

1. Definitions:

'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 said Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content 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 or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.


'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L 1 for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works '.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

- In procurement of all goods, services or works in respect of which the Nodal Ministry I Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of


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competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

- (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price, In case such lowest eligible Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
- (c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L 1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.


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iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L 1 bidder.


(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

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SECTION-III A: General Terms and Conditions of contract


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GENERAL TERMS AND CONDITIONS OF CONTRACT


1.0 DEFINITION OF TERMS:

1.1 In this Contract, the following terms shall be interpreted as indicated:


- a) The "Government" shall mean the Government of India or any State Government, as the case may be.
- b) The "Chairman and Managing Director" shall mean the administrative head of the North Eastern Electric Power Corporation Limited, Shillong.
- c) The "Purchaser" / "Corporation"/ "Owner" / "NEEPCO" shall mean the North Eastern Electric Power Corporation Limited, Shillong and shall include its legal representatives, successors and permitted assigns.
- d) "Contract" means the Agreement entered into between the Purchaser and the Contractor as per the "Contract Agreement" signed between the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- e) The "Contractor" or "Manufacturer" shall mean the Bidder whose bid has been accepted by the Purchaser for award of works and shall include such successful bidder's legal representatives, successors and permitted assigns.
- f) The "Sub-Contractors" shall mean the person firm or company named in the Contract for any part of the work or any party to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Purchaser and will include the legal representatives, successors and permitted assigns.
- g) The "Engineer"/ "Engineer-in-Charge" shall mean the Engineer Officer appointed by the Corporation to sign or cause to sign the Contract Agreement on behalf of the Corporation and / or the Engineer Officer appointed by the Corporation or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of the Contract.
- h) The "Consultant" shall mean the firm or the person as may be duly appointed by the Purchaser to act as consulting engineer.
- i) The terms "Equipment", "Stores" and "Materials" shall mean and include plant, stores and materials to be supplied by the Contractor under the Contract.
- j) "Works" means and includes the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Engineer - in - Charge in accordance with the provisions of the Contract and any other items not specifically written but essential to complete the entire activity defined in the Contract.
- k) The word "Specifications" shall mean collectively, all the terms and stipulations contained in this book including the conditions of Contract, technical specifications and Annexure thereto and list of corrections and amendments.
- l) "Site" shall mean and include the land on, under, in, or through which the works are to be executed or carried out and such lands as may be agreed upon between the Corporation and the Contractor to be used by the Contractor or

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- m) Purchaser in the performance of the Contract.
 - n) The term “Supply Price Component” of the Contract Price shall mean the Ex Works/CIF price of the equipment.
 - o) The term “Service Price Component” of the Contract Price shall mean the value of the activities relating to transportation, handling and storage, and cost of Insurance for storage, supervision of erection, testing, commissioning etc.
 - p) “Manufacturer’s Works” or “Contractor’s Works” shall mean the place of work used by the manufacturer, the Contractor or the Sub-Contractors for the performance of the work.
 - q) “Inspector” shall mean the Purchaser or any other person nominated by the Purchaser from time to time, to inspect the equipment, stores and the works under the Contract and/or the duly authorized representative of the Purchaser.
 - r) “Letter of Intent” shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal / bid is accepted, and that the Contractor is required to sign the Contract Agreement. The LOI shall deem to be the effective date of the contract.
 - s) Detailed Order shall mean the formal award of the Order, which shall be issued by the Executive Director (Contracts & Procurement), NEEPCO, on fulfillment of the terms and conditions stipulated in the LOI.
 - t) “Month” shall mean calendar month.
 - u) “Day” or “Days” unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
 - v) A ‘week’ shall mean a continuous period of 7 (seven) days.
 - w) ‘Writing’ or ‘Written’ shall include any manuscripts, typewritten or printed statement under or over signature and/or seal as the case may be.
 - x) When the words “Approved”, “Subject to Approval”, “Satisfactory”, “Equal To”, “Proper”, “Requested”, “As directed”, “Where Directed”, “When Directed”, “Determined By”, “Accepted”, “Permitted” or words or phrases of like importance are used, the approval, judgment, direction etc is understood to be a function of the Purchaser/Engineer.
 - y) “Zero Date” shall mean the date of issue of Letter of Intent for the work.
 - z) “Tests on Completion” shall mean such tests as prescribed in the Contract in the relevant codes or standards, to be performed by the Contractor before the works are taken over by the Purchaser.
 - aa) The term “Final Acceptance” shall mean the Purchaser’s written acceptance of the equipment after successful erection, testing and completion of the equipment by the Purchaser under supervision of the Contractor,
 - bb) “Warranty Period” shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the work performed under the Contract without any financial implication on the part of the Purchaser.
 - cc) “Drawings”, “Plans” shall mean any or all:
 - a) Drawings furnished by the Purchaser as basis for the bid,
 - b) Supplementary drawings furnished by the Purchaser to clarify and to define in greater detail the intent of the Contract,
 - c) Drawings submitted by the Contractor with his bid provided such

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- d) drawings are approved/accepted by the Purchaser,
- e) Drawings furnished by the Purchaser to the Contractor during the progress of the work, and
- f) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are approved by the Engineer.
29. “Codes” shall mean the following, including the latest amendments, and/or replacements, if any:
- Indian Electricity Act, 2003, and rules and regulations thereunder.
 - IEC codes.
 - Indian Factory Act. 1948 and rules and regulations made thereunder.
 - Indian Explosives Act, 1884, and rules and regulations made thereunder
 - IEEE codes.
 - Bureau of Indian Standards.
 - Other internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
 - Any other act code/standard published by the Government of India/other agencies and institutions having a bearing over the performance of the Contract.
30. Words imparting the singular only shall also include the plural and vice versa where the context so requires.
31. Words imparting ‘persons’ shall include firms, companies, corporations and association or body of individuals, whether incorporated or not.
32. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clause Act (1897) including amendments thereof, if any.
33. In addition to the above, the following definitions shall also apply:
- “All equipment and materials” to be supplied shall also mean “Goods”.
 - “Constructed” shall also mean “erected and commissioned”.
 - “Latent Defects” are inherent defects in design workmanship of material which surface after the warranty period and which could not be found during normal checks prior to the end of the warranty period and which hinder/endanger the normal operation of the equipment.
34. “Purchaser’s Representative” shall mean any person, persons or consulting firm appointed and remunerated by the Purchaser to supervise the work, inspect and examine workmanship and test materials/equipment to be supplied.
35. “FOR Cost” shall mean the cost of equipment / material free on rail / road carrier Ex Works, exclusive of Taxes & Duties in respect of direct transaction between the Purchaser and the Contractor.
36. FOB Cost” shall mean the cost of materials / equipment free on board defined in the latest edition of INCOTERMS.
37. “CIF Cost” shall mean the cost of materials / equipment including Insurance


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- and sea freight as defined in the latest edition of INCOTERMS.
38. The "Delivery of Plant/Equipment" shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the Contract complete in all respects after approval by the Engineer of the report of the Inspector, as per the terms of the Contract.
 39. "Bid Price" shall mean the price quoted by each bidder in his proposal for the complete scope of works.
 40. "Differential Price" shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in equipment and services determined from the Bidder's proposal.
 41. "Cost Compensation for Deviations" shall mean the Rupee value of deviations from Bid Documents as determined from the bidder's proposal. This shall also include the Rupee value for shortage in scope. The extent of compensation on account of deviations as determined by the owner will be final and binding.
 42. "IEEMA" shall mean the "Indian Electrical & Electronics Manufacturers' Association".
 43. The word "Tonnes / MT" wherever used in these specifications shall mean Metric Tonne or 1000 kg.
 44. Words imparting the singular number shall include the plural number, and plural the singular, and the words imparting the masculine gender shall include the feminine and neuter gender where the context so requires.
 45. "Labourer" shall mean all categories of labour engaged by the Contractor, his sub-Contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
 46. "Fiscal Year" shall mean a year beginning on 1st (first) April and ending on 31st (Thirty-first) March of the succeeding year.
 47. The clause headings shall not limit, alter or affect the meaning of the specifications, conditions of bidding on these conditions.
 48. The "Department" means the North Eastern Electric Power Corporation Limited, represented by the Executive Director (Contracts & Procurement) or Engineer-in-Charge, wherever applicable.
 49. The "Corporation's Stores" shall mean the stores owned by the North Eastern Electric Power Corporation Limited at different locations of the Plant.
 50. "Project" refers to
 51. "Authorised Representative" of the Corporation shall mean any authorised officer of the Corporation from the level of Junior Engineer and above.
 52. "Commissioning" shall mean the satisfactory operation of the equipments / work as specified after all necessary initial tests, checks and adjustment, pre-commissioning required at site and in operation as specified in technical specification.
 53. "Commercial Use" shall mean that use of the work, which the Contract contemplates or of which it is commercially capable.
 54. "Approval" shall mean the written approval of the Engineer- in- charge and of the statutory authorities wherever such authorities are specified by any codes

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or otherwise.

55. "Writing" shall include any manuscript type written or printed statement, under or over signature or seal, as the case may be.
56. Words imparting persons shall include Firms, Companies, Corporations and other bodies whether incorporated or not.
57. The terms used under Technical Specification and Acceptance test will have the meaning given to them in relevant issues of the Bureau of Indian Standards or any other authoritative standards as mentioned in the specification. Codes or their approval equals applicable on the date of the Letter of Intent.
58. Date of Agreement shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract / letter of intent as the effective date of Contract whichever is earlier.
59. "Performance and Guarantee Test" shall mean all tests to demonstrate capacity efficiency and operating characteristics as specified in the bid documents.
60. "Commercial Use" or "Commercial Operation" shall mean the conditions of operation in which the complete equipment & materials covered under the Contract are officially declared by the Purchaser to be available for continuous operation upto the rated capacity. Such declaration by the Purchaser however, shall not relieve or prejudice any of the Contractors obligations under the Contract.
61. "Purchaser's Representative" shall mean any person, persons or consulting firm appointed and remunerated by the Purchaser to supervise the work, inspect and examine workmanship and test materials / equipment to be supplied.
62. Wherever figures are shown after the words "Elevation" "Reduced Level" or an abbreviation thereof or when figures representing "Elevations" or Reduced Level" are given, they shall mean the height in meters based on bench marks established by the North Eastern Electric Power Corporation Limited, near Dam sites.
63. Tender Drawings: - The terms "tender drawings" refers to the drawings made part of the bid documents.
64. Detailed Drawings: -If necessary, additional detailed drawings may be furnished to the Contractor for execution of the work and they will form part of the Contract.
65. Contract Value / Contract Price shall mean the amount at which a particular Contract is awarded.
66. Value of Work done shall mean BOQ multiplied by Unit rates.
67. "Facilities" shall mean all Plant and Equipment, Tools and works to be supplied.
68. "Plant and Equipment" shall mean permanent plant, equipment, machinery, apparatus, system, articles and things of all kinds to be provided and incorporated in the facilities by the Contractor under this Contract including the spare parts, tools and tackles to be supplied by the Contractor but does not include Contractor's equipment.

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2. CONTRACTOR TO INFORM HIMSELF FULLY:

- 2.1 The Contractor shall be deemed to have carefully examined the general conditions, specification and schedules and also to have satisfied himself as to the nature and character of the plant and equipment, as the case may be, to be supplied under the Contract or work to be executed and, wherever necessary, of the site condition and the relevant matters and details. He is deemed to have understood the entire scope, nature and magnitude of work in accordance with the Contract documents and shall be responsible for any defect, omission or error in the bid documents, unless he has pointed out the same before opening of the Price Bids. Any information thus or otherwise obtained from the Purchaser or the Engineer-in-Charge shall not, in any way, relieve the Contractor of his responsibility for supplying the plant and equipment and executing the work in terms of the Contract, including all details and incidental works and supply of all accessories or apparatus which may not have been specifically mentioned in the Contract, but is necessary for ensuring safe and efficient working of the equipment.
- 2.2 If the Contractor shall have any doubt as to the meaning of any portion of the scope of the Contract, he shall, before signing / accepting it, set forth the particulars thereof and submit them to the Engineer-in-Charge in writing in order to remove such defect, error, omission etc., by the Purchaser.
- 2.3 Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.
- 2.4 The documents forming the Contract shall be interpreted in the following **Order of Priority**:-
- Agreement.
 - Letter of acceptance and notice to proceed with the works.
 - Detailed Order.
 - Letter of Intent
 - Common Acceptable Terms and Conditions and acceptance of modified technical data / parameters which are accepted by the Purchaser.
 - Contractor's bid.
 - Contract data.
 - General terms and Conditions of Contract, Conditions of Contract for Erection.
 - Technical Specifications.
 - Drawings.
 - Bill of Quantities/ Schedule of Requirements.
 - Any other accepted documents listed in the Contract as forming part of the Contract.


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3. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 3.1 The Contractor, without the Purchaser's prior written consent, shall not disclose the Contract, or any provisions thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person employed by the Contractor in the performance of the Contract. Disclosures to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2 The Contractor, without the Purchaser'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.
- 3.3 Any document, other than the Contract itself, enumerated in various Contract documents, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the contract if so required by the Purchaser.
- 3.4 All designs, drawings, works and other technical information relating to works including any software provided by the Contractor under the Contract and the intellectual property rights therein made or acquired by the Contractor prior to or during the preparation of the proposals or tender or in course of work on the Contract shall be and remain the property of the Contractor.
- 3.5 Such technical information shall be made confidential by the Purchaser, its employees, agents or sub-Contractor and shall not be copied, modified or disclosed by any of them and shall not be used by them otherwise than for the purpose of operation and maintenance of the plant.
- 3.6 From the effective date of the Contract, the Contractor grants to the Purchaser, the non-exclusive and non-transferable right to use the technical information including software provided by the Contractor for the life of the works under the Contract, for the purpose of their operation and maintenance and for no other purposes.

4. PERFORMANCE GUARANTEE:

- 4.1 Within 30(thirty) days from the date of issue of Letter of Award, / Letter of Intent, the Contractor shall furnish a Bank Guarantee strictly in prescribed format, for an amount equal to 3(Three) percent of the Total Contract Value by way of Guarantee for the due and faithful performance of the Agreement and for the due and faithful performance of the **Letter of Intent** along with the other terms and conditions agreed to.
- 4.2 The Bank Guarantee shall be initially valid for such period to cover 60 (Sixty) days after the Warranty Period as per Agreement.
- 4.3 The Bank Guarantee shall be accepted only

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if they are issued by a Nationalised / Scheduled Bank incorporated in India through any of its branches in India, or a foreign bank situated in India and registered with RBI as scheduled Foreign Bank.


- 4.4 The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-VIII of this bid document.
- 4.5 The Contractor shall, on receipt of written instruction from the Purchaser, at his own cost, get the validity period of Bank Guarantee furnished by him, extended from time to time as per the instructions of the Purchaser and shall furnish the extended / revised Bank Guarantee or any extension thereof. In case the extended / revised Bank Guarantee is not received by the Purchaser within the specified period, the Purchaser, entirely at his discretion, shall be at liberty to encash the aforesaid Bank Guarantee.
- 4.6 The Performance Guarantee shall cover additionally the following guarantees to the Purchaser:
- 4.6.1 The successful and satisfactory operation of the equipment after erection under the Contract as per the specifications and documents.
- 4.6.2 That the equipment provided shall be free from all defects in design, material and workmanship and shall, upon written notice from the Purchaser, fully remedy free of expenses to the Purchaser such defects as developed under the normal use of the said equipment within the period of guarantee, specified in the volume.
- 4.7 The Bank Guarantee submitted in lieu of Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the Warranty Period, subject to fulfillment of the work in all respects.
- 4.8 It is expressly understood and agreed that the amount of Performance Guarantee shall not be construed as limiting factor / amount for various liabilities under the Contract.

5. DETAILED WORK/SUPPLY ORDER:

After issue of the Letter of Intent and on receipt of its unconditional acceptance by the successful bidder, the Purchaser shall issue the Detailed Supply Order and Detailed Work Order.

Detailed Supply Order shall cover the scope for supply of all plant, equipment, materials and other components, as defined in the bid documents.

Detailed Work Order shall cover the scope of work and service covering inland transportation and delivery to site, insurance, unloading, storage, preservation, handling at site, erection, testing and commissioning including Performance Guarantee Test, as defined in the bid documents. This order shall also cover all activities other than those in the scope of the Detailed Supply Order.


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6. CONTRACT AGREEMENT:

- 6.1 After issue of the Detailed Supply Order and Detailed Work Order and on receipt of their unconditional acceptance, the Purchaser shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date. Signing of the Contract Agreement will be done in the Office of the Executive Director (Contracts and Procurement), North Eastern Electric Power Corporation Limited, Shillong.
- 6.2 It is expressly understood and agreed by and between the Purchaser and the Contractor that the Purchaser is entering into this Contract Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is also expressly understood and agreed that the Purchaser is an independent legal entity with power and authority to enter into Contracts agreements solely on its own behalf under the applicable laws of India and the general principles of Contract law. The Contractor expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor shall expressly waive, release and forego any and all actions or claims including cross claims, impleader claims or counterclaims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of /or under this Contract Agreement.
- 6.3 The Contractor shall be required to sign the Contract Agreement in 3 (three) copies, along with appropriate Power of Attorney and other requisite materials. Until a formal Agreement is executed, the Letter of Intent, Detailed Order read in conjunction with the bidding documents will constitute a binding Contract. After signing of the Contract Agreement, 8(eight) true copies of the same shall have to be made by the Contractor and shall be submitted within 30(thirty) days from the date of signing of the Contract Agreement to the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong.
- 6.4 The Contractor shall be required to bear all charges in respect of vetting and execution of the Contract Agreement.

7. EFFECT AND JURISDICTION OF THE CONTRACT:

- 7.1 The Contract shall be considered as having come into force from the date of issue of the Letter of Intent of the Contract by the Purchaser.
- 7.2 The laws applicable to this Contract shall be the laws in force in India. The Meghalaya High Court, Shillong, India shall have the exclusive jurisdiction in all

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matters arising under this Contract.

8. ASSIGNMENT AND SUBLETTING OF CONTRACT:

- 8.1 The Contractor shall not, without the prior consent in writing of the Purchaser, assign or sublet or transfer the Contract or any part thereof other than to those vendors already identified/qualified/approved in the Contract. However, under compelling circumstances, the Contractor may, after informing the Engineer-in-charge and after getting his written approval, assign or sublet the Contract or any part thereof, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. For the purpose of approval of vendors, the Contractor shall submit list of experienced vendors under consideration by the Contractor to the Engineer-in-charge along with other requirements/particulars desired by the Engineer-in-charge. Any assignment, subletting / sub-Contracting without prior written approval of the Engineer-in-charge shall be considered as null and void.
- 8.2 For components / equipment procured by the Contractor for the purpose of the Contract after obtaining the written approval of the Purchaser, the Contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall be set out during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents / standards used, acceptance level, inspection of documents raised etc. Such quality plans of the successful vendor shall be discussed and finalized in consultation with the Engineer-in-charge and shall form part of the Purchase Order / Contract between the Contractor and the vendor. Within 5(five) weeks of the release of the Purchase Order / Contract for such bought out items/components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer-in-Charge by the Contractor.

9. PATENT RIGHTS AND ROYALTIES:


Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the work shall be deemed to have been included in the Contract price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard. The Contractor, shall, at his own cost and expense, defend all suit and proceeding that may be instituted for alleged infringements of any patent involved in the works and, in case of any award of damages, the Contractor shall pay for such awards. In the event of any suits or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expense of the Contractor, who shall also satisfy / comply any decree, order or award made against the Purchaser. However, it shall be understood that no such machines, plant, work, material or thing has been used by the Purchaser for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Purchaser will not be made while any such suit

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or claim remains unsettled. In the event any apparatus or equipment or any part thereof, furnished by the Contractor, is in such suit or proceedings held to constitute infringement and its use is enjoined, the Contractor shall, at his option, and his own expense, either procure for the Purchaser the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus, or equipment or modify it, so as to make it non-infringing.

10. COMPLETION PERIOD:

- 10.1 Entire scope of supply and work under this contract shall be completed as per the schedule indicated below, to be reckoned from the date of issue of Letter of Intent. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
-
- 10.3 Erection, Testing and Commissioning of the equipment for Unit# I and Unit# II will be carried out sequentially to match the requirements at site and to adhere to the above schedule.
- 10.4 The Supply and Erection, Testing and Commissioning of equipment in all respect shall be completed by the Contractor strictly as per the Programme to be submitted by him at Datasheet-8, Section-VI. The Contractor's liability for delay in completion of the same shall be as per Clause No.14 of this Section.
- 10.5 The Contractor shall submit a bar-chart within 30 (thirty) days from the date of Letter of Intent duly considering the time frame provided and consisting of all activities, covering various key phases of the work such as, but limited to, design/ drawings/aproval, manufacturing programme testing, transportation, delivery at Destination and supervision of Erection, Testing and Commissioning.

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- 10.6 The programme shall be reviewed, updated and submitted by the Contractor to the Engineer-In-Charge once in every month thereafter.
- 10.7 The date of completion of the works, as stipulated in the bid documents and so incorporated in the Letter of Intent shall be strictly followed by the Contractor. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated schedule. The time for completion of his works Contracted for, shall be reckoned from the date of issue of the Letter of Intent by the Purchaser. The Contractor's liability for delay in completion shall be stipulated under the Clause No. 14.0 of this part.

However, if the work is delayed on account of:


- a) Suspension of work as per Clause 28.0 for reasons attributable to the Corporation or,
- b) "Force Majeure" at Clause 15, or
- c) Any other cause which, at the absolute discretion of the Engineer-in-Charge, is beyond the Contractor's control,

Then immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavour to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the Contract within 7 (Seven) days of the date of happening of any such event as indicated above.

However, the time extension, if granted by the Corporation will not relieve the Contractor from the payment of compensation for delay, and the decision of the Engineer-in-Charge shall be final and binding.

11. DEDUCTION FROM CONTRACT PRICE

- 11.1 All costs, claims, damages or expenses which the Purchaser may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract.
- 11.2 In addition to the provision of Clause no. 11.1 above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.

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- 11.3 In case of any dispute, the sum of money so withheld or obtained under this clause by the Purchaser will be kept withheld or retained as such by the Purchaser till all the claims arising out of the Contract is either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account.

12. PACKING, FORWARDING AND SHIPMENT:


- 12.1 The Contractor shall be responsible for securely protecting and packing the plant and equipment, taking special care for protruding parts and such other vulnerable parts as per prescribed standards enforced to withstand the journey and ensuring the safety of materials and also arrival of materials at destination in good and original condition for contemplated use, so as to avoid damage under normal conditions of transport, loading & unloading, handling and storage at site till the time as specified in the Contract. While packing all the materials, the limitation from the point of view of availability of Railway Wagons Sizes in India should be taken account of. The Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing. The Purchaser shall bear no responsibility for the availability of Railway wagons and for any loss or damage during transportation, loading & unloading, handling and storage.

- 12.2 Each bundle or package shall have the following marking on it: -

- a. The name and address of the consignee.
- b. Destination Railway station / Destination place by road.
- c. The relevant marks, reference numbers etc., for identification.
- d. Directions for handling the materials.

Each package shall also be accompanied with detailed packing list to facilitate checking of the contents at the destination.

- 12.3 The Contractor shall notify the Purchaser the date of each despatch from his works, and expected date of arrival at the Project site for the information of the Purchaser.
- 12.4 The Contractor shall also give all despatch information concerning the weight, size and content of each package, including any other information which the Purchaser may require.
- 12.5 The following documents shall be sent by Registered Post to the Purchaser within 3 (three) days from the date of despatch to enable the Engineer-in-Charge to make progressive payment to the Contractor:
- a) Application for payment in standard format to the Purchaser (6 copies)
 - b) Test Certificate (6 copies)
 - c) Certificate of waiver, if inspection is waived (6 copies)
 - d) Invoice (6 copies)
 - e) Certificate of Insurance (6 copies)

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f) Proof of despatch (6 copies)

12.6 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment despatched to site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from his works till the consignment reaches the site. He shall be solely responsible for proper storage and safe custody of all equipment.

12.7 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material and which are attributable to the Contractor and Sub-Contractor during transportation shall be to the account of the Contractor.

13. INSURANCE AND INDEMNITY:

13.1 The Contractor shall, at his own cost, arrange, secure and maintain Insurance as may be pertinent to the works and obligatory in terms of law to protect his interests and the interest of the Purchaser against all possible risks, without in any manner limiting its obligations and responsibilities, in the joint names of the Purchaser and the Contractor, any and all insurances so as to cover any damage or loss to the equipment during Supply, Transportation, Delivery and Unloading at Site, Handling, Transporting within Site, Storage and Preservation of Equipment at Site and Dismantling, Erection, Testing and Commissioning of the Equipment till Handing Over against all risks which are insurable for their replacement value, for which the Contractor shall be responsible according to the Contract. In respect of risks such as war, invasion etc. for which insurance cover is normally not available, the Contractor shall take insurance against such risks, as and when insurance cover becomes available, in accordance with Clause 15.0 below.


13.2 Insurance to be agreed upon must be for full coverage (All Risks) and, where necessary, should include War Clause (Cargo) and clauses for Strikes and disturbances in accordance with internationally acknowledged clauses.

13.3 Insurance is to be taken out against extraordinary events such as war, riot, terrorism or revolution to the extent possible at reasonable terms and conditions.

13.4 All costs on account of Insurance liabilities covered under the Contract will be to the Contractor's account and will be included in the Contract price. The Contractor, while arranging the Insurance, shall ensure to obtain all discounts on premium.

13.5 The scope of such Insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods on FOR destination basis and shall also cover inland transportation, storage, erection, testing and commissioning. The Insurance Policies to be taken should be on replacement value basis. Notwithstanding the extent of Insurance cover available from the underwriters, the Contractor shall make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements without waiting for the settlements of the claims.

13.6 The Contractor shall have the sole liability/responsibility for settlement of claim with the under-writers towards loss/damage, if any, and, therefore, replacement/rectification of the loss/damage shall be made good immediately at no extra cost to

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the Purchaser and without waiting for settlement of claim. The insurance shall be in the joint name of NEEPCO & the Contractor.


14. LIQUIDATED DAMAGE

Time is the essence of contract. If the performance of the Contract is delayed beyond the time schedules incorporated in the Contract, due to reasons attributable to the Contractor, the Purchaser shall, without prejudice to his right, recover the following damages for breach of the Contract: -

- (i) Reduce the contract price of individual unit by ½% (half percent) per week or part thereof of delay in completion time of the individual unit subject to a maximum of 10% of the contract price of individual unit.
- (ii) Execute or authorize the incomplete/unfinished work from elsewhere departmentally or through any other Agency at the risk and cost of the Contractor. Action against this sub-clause shall be taken after giving notice of 15(Fifteen) days by the Purchaser to the Contractor for any delay in performance of the Contract. The decision of the Purchaser in this regard shall be final and binding upon the Contractor. However, the above action shall be taken without canceling the Contract in respect of work not yet due for execution.
- (iii) Cancel the entire Contract or a portion thereof and, if so desired, execute or authorize the execution of the work departmentally or through any other agency at the risk and cost of the Contractor. If the Contractor had defaulted in the performance of the Contract, the Purchaser may ignore the rates quoted by him for respective work even though the lowest for executing through other agency.
- (iv) Where action is taken under Sub-clause (ii) or (iii) above for failure to complete the work, the Contractor shall be liable for any loss, which the Purchaser may sustain on that account. However, the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be at the entire discretion of the Corporation. It shall not be necessary for the Purchaser to serve a notice of such execution on the Contractor.

15. FORCE MAJEURE:

- i) The “Force Majeure” risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:
 - a) War (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
 - b) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;
 - c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - d) Acts of God (like floods, Inundation, tornadoes, Storm/ Tempest/ Hurricane/ Typhoon/ Cyclone/ Lightning or other atmospheric disturbances, Earthquake,

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Landslide/ Rockslide/ Subsidence or any loss or damage caused by forces of nature);


- e) Damages due to any Political or Religious incidence;
- f) Act of Terrorism;
- g) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works;
- h) Martial law, damage from aircraft, nuclear fission, nuclear reaction, nuclear radiation, or radioactive contamination;
- i) Fire (not caused by negligence of the Contractor/its Sub-contractors/ their personnel); and
- j) Other such causes, over which the Contractor has no control and are accepted as such, by the Engineer-in-Charge, whose decision shall be final and binding.

In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such “Force Majeure” shall be treated as suspended for the period during which such “Force Majeure” cause lasts, provided the party alleging that it has been rendered unable, as aforesaid, thereby shall notify within 10 (ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Engineer-in-Charge will subsequently confirm regarding the Force Majeure including period of occurrence.

- (ii) Loss to any party due to occurrence of Force Majeure risk shall be borne by the respective Party.
If however, the Force Majeure events causing such damage are insurable (as per Clause 13 hereof), re-construction/ repair shall also be done by the contractor upon receiving instructions from the Engineer-in-Charge at owner’s cost and the claim proceeds received from the Insurer against such damage shall be passed on to the Owner.
- (iii) Should there be a request for extension of time arising out of “Force Majeure”, the same shall be considered. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of Force Majeure condition.

16. TERMINATION OF THE CONTRACT ON THE PURCHASER’S INITIATIVE:

- 16.1 The Purchaser reserves the right to terminate the Contract either in part or in full due to reasons other than any reasons of default of the Contractor. The Purchaser, shall, in such an event, give 15(fifteen) days’ notice in writing to the Contractor of his decision to do so.
- 16.2 The Contractor, upon receipt of such notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Purchaser, stop all further sub-Contracting or purchasing activity related to the work terminated.

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16.3 In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser.

16.4 In the event of termination of the Contract on Purchaser's initiative, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor.


17. INSPECTION AND TESTING:

17.1 The Engineer-in-charge and his duly authorized representative shall have, at all reasonable time, access to the Contractor's premises or works and shall have the power at all reasonable time, to inspect and examine the materials and workmanship of the plant / equipment during its manufacture, shop assembly and testing and if part of the plant is being manufactured in another premises, the Contractor shall obtain for the Engineer-in-charge and his duly authorized representatives, permission to inspect it as if the works were manufactured in the Contractor's own premises or works.


17.2 The Contractor shall give the Engineer-in-Charge / Inspector 15 (fifteen) days written notice of any material being ready for testing. The Engineer-in-Charge / Inspector, unless the inspection of the tests is in writing waived, shall attend such tests within 15 (fifteen) days of the date of which the equipment is notified by the Contractor as being ready for test / inspection, failing which the Contractor may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Engineer-in-charge duly certified copies of test results in quadruplicate, for approval of the Engineer-in-charge. However, waiver accorded by the Engineer will not absolve the Contractor towards the execution of the Contract in conformity with the Contract Agreement.

17.3 The Engineer-in-Charge or Inspector shall, within 15 (fifteen) days from the date of inspection as defined herein, give notice in writing to the Contractor, of any objection to any drawings (unless already approved earlier), testing procedures and testing facilities and all/ or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objection and shall make the modifications that may be necessary to meet the said objection at no extra cost to the Purchaser.

17.4 When the factory tests have been completed at the Contractor's or Sub-Contractor's works, the Engineer-in-Charge / Inspector shall issue a certificate to this effect within 15 (fifteen) days after completion of tests. However, if the tests are not witnessed by the Engineer-in-Charge / Inspector, the certificate shall be issued within 15 (fifteen) days of receipt of the Contractor's test certificate by the Engineer-in-Charge / Inspector only when the tests have been carried out as per relevant codes / standards. The completion of these tests, on the issue of the certificate, shall not bind the Purchaser to accept the equipment, should it, on further tests after erection, be found not to comply with the Contract.

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- 17.5 In all cases where the Contract provides for inspection / tests to be carried out, whether at the premises of the Contractor or of any Sub – Contractor, the Contractor / Sub-Contractor shall provide free of charges such items as labour, materials, electricity, fuel, water, stores, apparatus, instruments etc. as may reasonably be demanded by the Engineer-in-Charge / Inspector or his authorized representative(s) to carry out efficiently such test / inspection of the plant / equipment in accordance with the Contract and shall give facilities to the Engineer / Inspector or to his authorized representative to accomplish testing.
- 17.6 Charges for any special test(s), other than those specified in the Contract, if required, will be paid by the Purchaser. Rate(s) for such special test(s) shall be mutually discussed and agreed. Cost for attending test/inspection by Purchaser shall be borne by NEEPCO.
- 17.7 Immediately after the acceptance of the bid, the Contractor shall submit 4 (four) four copies of mill or shop orders for materials purchased / to be purchased for use in the works or in the manufacture of plant / equipment, which will require inspection / testing by the Corporation's representative at the places other than the Contractor's works before shipment. In such cases, all the above mentioned clauses will apply. When the inspection/test has been satisfactorily completed, the Corporation will issue a certificate to that effect.
- 17.8 Neither the waiver of inspection / testing nor acceptance after inspection and or testing by the Corporation shall relieve the Contractor in any way of the responsibility of supplying the plant/equipment/materials strictly in accordance with the specifications, drawings, etc. In any case, the Contractor shall remain fully responsible for satisfactory performance of the plant/equipment/materials.
- 18. NO WAIVER OF RIGHTS:**
- 18.1 Subject to Clause 18.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or granting of time by other party shall prejudice, affect or restrict the rights of that party under that Contract.
- 18.2 Neither the inspection by the Purchaser or the Engineer or any of their officials, employees, or agents nor any order by the Purchaser or the Engineer-in-charge for payment of money or any payment for, or acceptance of, the whole or any part of the works by the Purchaser or the Engineer-in-charge, nor any extension of time, nor any possession taken by the Engineer-in-charge, shall operate as a waiver of any provision of the Contract, or any power herein reserved to the Purchaser, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.
- 19. CERTIFICATE NOT TO AFFECT RIGHT OF PURCHASER AND LIABILITY OF THE CONTRACTOR:**
- No interim certificate of the Engineer, nor any sum made on account, by the Purchaser, nor any extension of time for execution of the works granted by the

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Engineer-in-charge shall affect or prejudice the rights of the Purchaser against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Purchaser to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer-in-charge or discharge the liability of the Contractor for the payment of damages whether, due ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Purchaser against the Contractor.

20. SETTLEMENT OF DISPUTES AND CONCILIATION/ ARBITRATION

20.1 Appointment of Independent Engineer (IE) for Dispute Avoidance:

- (i) Within 6 (six) months of the Commencement Date LOI, the Parties shall jointly appoint an Independent Engineer, (hereinafter referred to as “IE”) from the list of Experts circulated by the MOP vide its O.M. No. 15-18/1/2020-HYDEL-II (MoP)-Part(1) Dtd. 29-11-2021 as available on website of Ministry of Power, Government of India (MoP). The ‘IE’ shall function as per terms and conditions included in the MoP’s O.M. No. 15-18/1/2020-HYDEL-II (MoP) Dated 27-09-2021. The Contractor and the Corporation shall equally bear cost & expenses of the IE.

If a dispute of any kind, whatsoever, arises between the Parties in connection with or arising out of the Contract or the execution of the works under the said Contract, 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, either Party may refer the dispute within 15(fifteen) days from the date when such dispute or difference of opinion arises in writing to the IE with copy to the other party in line with provisions of MoP’s O.M. No. 15-18/1/2020-HYDEL-II (MoP) Dated 27-09-2021. Such reference shall state that it is given pursuant to this sub-clause.


(ii) Obtaining Independent Engineer's (IE's) Decision:

The IE shall prescribe a resolution timeline depending upon the nature and number of disagreements subject to a maximum duration of thirty (30) days of reference of dispute to it by the Party(ies) or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing.

Both Parties shall promptly make available to the IE all required information, further access to the Site, and the appropriate facilities as the IE may require for the purposes of arriving at a decision on such dispute.

Unless the Contract has already been abandoned, repudiated or terminated, the Contractor, in every case, shall continue to proceed with the Works with all due diligence in accordance with the Contract.

If the IE has given its decision and both the parties agree and sign the decision, the decision shall become final and binding upon both parties. Thereafter, such issues shall not be subjected to either Conciliation or Arbitration.

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If either Party is dissatisfied with the IE's decision, then either Party may, within 15 (fifteen) days of receiving the decision of IE, give notice to the other Party of its dissatisfaction. The party which is dissatisfied with the decision, may, without prejudice to any other rights it may have, refer the dispute to either conciliation under Sub-Clause 70.3 [Conciliation mechanism for dispute resolution] or arbitration under Sub-Clause 70.4 [Arbitration] within 28 (twenty eight) days of receiving the decision of the IE, failing which the decision of IE will be final and binding.

20.2 Amicable Settlement:


In case a dispute remains unresolved following the decision of the Independent Engineer (IE) i.e. where notice of dissatisfaction has been given under Sub-Clause 70.1 (ii) above, both Parties shall attempt to settle the dispute amicably before the parties can take recourse to either Conciliation or Arbitration, as hereinafter provided. However, unless both Parties agree otherwise, Conciliation or Arbitration proceedings may be commenced on or after 30(thirty) days of the notice of dissatisfaction even if the dispute remains unresolved through amicable settlement.

20.3 Conciliation mechanism for dispute resolution:

If amicable settlement has not been reached within the period stated in Sub-Clause 20.2 above, then the Parties may either resort to Conciliation Mechanism for resolution of dispute through Conciliation Committee of Independent Experts (CCIE) constituted by the Ministry Power, Government of India (MoP) vide Office Order No. 11/22/2021-Th.II dated 22.03.2022 or take recourse to Arbitration.

The dispute resolution by Conciliation process through Conciliation Committee of Independent Experts (CCIE) shall be proceeded as per the procedure, terms and conditions as included in the MOP's O.M. No. 11/22/ 2021-Th.II dated 29-12-2021. The Parties shall equally bear all expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc., as per said O.M. No. 11/22/ 2021-Th.II dated 29-12-2021 of MoP. The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The Conciliation Committee would either be able to resolve and settle dispute(s) between the Parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.


After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

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20.4 ARBITRATION

If amicable settlement has not been reached within the period stated in Sub-Clause 20.2 above and the Contractor opts for Arbitration instead of Conciliation, then the dispute shall be finally settled through Arbitration as below:

- (i) A dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 (Act No. 26 of 1996) with its subsequent amendments and the Rules of Arbitration of the Institution (viz. SFCA, CIAC, DIAC, ICA, SAROD, IIAM, IDRC, ICADR etc., from which, only one Arbitration Institute shall be selected and specified accordingly by the Employer) as stated in Appendix to Tender.
- (ii) The expenses of the arbitration, as determined by the Arbitral Tribunal, shall be shared equally by the Employer and the Contractor as per terms of Institution. 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.
- (iii) Provided always that no reference for arbitration shall be maintainable unless the Contractor deposits to the Employer a sum equal to 1.0 % (one percent) of the amount under dispute and the sum so deposited shall, on the termination of the arbitration proceedings be adjusted against the cost, if any, awarded by the arbitral tribunal against the Contractor and the balance remaining after such adjustment or in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the arbitral award. No interest shall be paid by the Employer on the amount deposited by the Contractor for referring the claim to arbitration.
- (iv) 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 Employer 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 no payment due from or payment by the Employer shall be withheld on account of such proceedings except to the extent that may be in dispute.
- (v) The language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- (vi) In the event of dispute or differences arising between the Employer and a Government Department/Organisation or in between the Employer and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under:
 “In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and

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Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018”.”

(vii) 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 the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.

(viii) Issues/Disputes arising out of the same cause of action cannot in any case be referred to Arbitration more than once subject to agreement by the Parties.

22 GRAFTS AND COMMISSIONS ETC:

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one, on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Purchaser, shall in addition to any criminal liability, which it may incur, subject to the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Purchaser resulting from any cancellation. The Purchaser shall then be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this Contract.

23 LANGUAGE AND MEASUREMENT:

All documents pertaining to the Contract, including specifications, schedules, notices, correspondences, operation and maintenance instructions, drawings or any other writings shall be written in English language. The Metric system of measurement shall be used exclusively in the Contract.

24 RELEASE OF INFORMATION:


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 Purchaser.

25 SEVERABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions or conditions of the Contract.

26 ENFORCEMENT OF TERMS:

The failure of either party to enforce, at any time, any of the provisions of the Contract or any right in respect thereto or to exercise any option herein provided shall, in no way, be construed to be a waiver of such provisions, rights or options or in any way to effect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

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27 DECISION OF THE ENGINEER-IN-CHARGE:


- 27.1 In respect of all matters which are left to the decision of the Engineer-in-charge, including the granting or withholding of certificates, the Engineer-in-charge shall, if required to do so, give in writing a decision thereon and the reasons for such decisions.
- 27.2 If, in the opinion of the Contractor, the decision of the Engineer-in-charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-in-charge, a written objection to the decision within 15 (fifteen) days after receipt of the same. However, in the process, that Contractor shall continue to execute the work as per instruction of the Engineer-in-charge. Failure to file an objection within the allotted time will be considered as acceptance of the decision of the Engineer-in-charge and the decision shall become final and binding.
- 27.3 The Purchaser's decision and filing of the written objection thereto shall be a condition precedent to the right to request for Arbitration. It is in the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer-in-charge as rendered, shall be promptly observed.

28 SUSPENSION OF WORK:

- 28.1 The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension.
- 28.2 Any necessary and demonstrable costs incurred by the Contractor, as a result of such suspension of the works, will be paid by the Purchaser, provided that such costs are substantiated to the satisfaction of the Engineer-in-charge. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.


29 FRUSTRATION OF THE CONTRACT:

- 29.1 In the event there is frustration of the Contract because of supervening impossibility in terms of relevant section of the **Indian Contract Act**, then the parties shall be absolved of their responsibilities to perform the balance portion of the Contract, subject to provisions contained in Sub-clause 29.3 below.
- 29.2 In the event, at any time, the funds are no longer available or suspended for any reason whatsoever (except for reasons of willful or flagrant breach by Purchaser or Contractor), then the work under the Contract shall be suspended. Furthermore, if the Purchaser is unable to make satisfactory alternative arrangement of finance for the Contractor within 4 (four) months after the event, the parties hereto shall be relieved from carrying out further obligations under the Contract, treating it as frustration of the Contract.
- 29.3 The parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "Quantum Meruit" basis which shall be determined by the mutual Agreement between the parties. If either party disputes that there is frustration of the Contract as above, then the dispute will be determined by Arbitration as provided under the Contract.

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30 GUARANTEE / WARRANTY:

- 30.1 For a period of 12(twelve) calendar months from the date of unit wise successful commissioning, and for common items, 12(twelve) calendar months from the date of successful commissioning of last unit or 18 (Eighteen) calendar months from the date of receipt of equipment of individual units at site whichever is earlier (called the Warranty Period), the Contractor shall remain liable to replace any defect and/or rectify any damage/deficiency that may develop or remained undetected in the equipment/works of his own or those of his sub Contractors.
- Such defects and / or damage shall be repaired or replaced as per the decision of the Engineer-in-charge and solely at the cost of the Contractor. The replaced defective parts will be returned to the Contractor at his own expense, unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer-in-charge when the equipment is under the erection / supervision of the Contractor's engineers. If, during the period of warranty, any portion of the goods supplied is found defective and is rectified/replaced, the provision of this clause shall apply to the portion of the equipment so replaced/rectified until expiry of 12(twelve) months from the date of such replacement / rectification or 36 (thirty six) months from the date of first commercial operation whichever is earlier. The rectification / replacement / repairs shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable period of time, the Purchaser may proceed to do the work through any other Agency at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor.
- 30.2 In the event of emergency where, in the judgment of the Engineer-in-charge, delay would cause serious loss or damage, repairs, replacement, rectification, adjustment etc. may be done by the Engineer-in-charge or by any other Agency chosen by the Engineer-in-charge at the cost of the Contractor and without any advance notice to the Contractor. However, the Contractor will be notified promptly and he shall assist the Purchaser/other Agency employed for necessary corrections. This shall not relieve the Contractor from any of his liability under the terms of the Contract. In case of defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer-in-charge shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent, in the operation of the equipment.
- 30.3 The repair or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repair/replacement.
- 30.4 In respect of goods supplied and or works done by the Sub-Contractors to the Contractor where a longer guarantee is provided by such sub-Contractors, the Purchaser shall be entitled to the benefit of such longer guarantee period.
- 30.5 In case of defective parts which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-in-charge shall mutually agree to an improvised arrangement to be made by the Contractor to ensure continued plant operation and to a programme of replacement or renewal which will minimize interruption/dislocation to the maximum extent in the operation of the equipment. The cost of transportation, including all taxes & duties etc. as applicable, Insurance of defective parts from site and replacement will be borne by the Contractor.

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- 30.6 The above mentioned Clauses shall also be applicable to spares purchased before or after the completion of the Contract.
- 30.7 The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful commissioning of the unit.
- 30.8 It shall be expressly understood that all expenses in respect of replacement / repair during the warranty period or extended warranty period or as latent defects as noted above including, but not limited to, transportation cost, all taxes, duties and levies as applicable, etc. till such spare parts are installed in the main equipment/ plant after necessary repairs/ replacement and the main equipment/ plant is put back into operation, shall entirely be to the Contractor's account.

31 REJECTION OF DEFECTIVE PLANT:

- 31.1 If, during the erection, testing & commissioning of the equipment , the Engineer-in-charge shall decide and inform in writing to the Contractor that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished any plant inferior to the quality specified, the Contractor, on receiving details of such defects or deficiencies shall, at his own expense, within 15 (fifteen) days of receiving notice or otherwise, and for a period of time as may be decided by the Engineer-in-charge for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment up to the standard of specifications. In case the Contractor fails to do so, the Engineer-in-charge may, on giving the Contractor minimum 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of the Contractor, perform all such work or furnish all such equipment, provided that nothing in this Clause shall be deemed to deprive the Purchaser of or affect any rights under the Contract which the Purchaser may otherwise have in respect of such defects and deficiencies.
- 31.2 In case of such replacement / rectification by the Purchaser, the Contractor shall be liable to pay to the Purchaser the extra cost, if any, for such replacement / by delivery and / or erected, as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provision above mentioned, for such replacement and the Contract price for the plant so replaced. If the Purchaser does not so replace the rejected plant within a reasonable time, the Contractor shall be liable only to repay to the Purchaser all money paid by the Purchaser to him in respect of such plant.
- 31.3 In the event of such rejection, the Purchaser shall be entitled to the use of the plant in responsible and proper manner till a time reasonably sufficient to enable him to obtain other replacement plant.

32 DEFENCE OF SUIT:

If any action in Court is brought against the Purchaser or Engineer-in-charge or an Officer or Agent of the Purchaser, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence or any other act on the part of the Contractor, his Agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of the Sub-Contractors' workmen, supplier or employees whether the Contractor has been impleaded in the

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suit or not, the Contractor shall, in all such cases, indemnify and keep the Purchaser and the Engineer-in-charge and / or his representatives, Office / Agent harmless from all losses, damages, expenses or decrees arising out of such action.

33 LIMITATION OF LIABILITIES:


- 33.1 Except in cases of criminal negligence or willful misconduct,
- (a) The Contractor and Employer shall not be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and
 - (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.
- 33.2 All payments to sub-contractor/sub-vendor if any shall be made by the contractor. Contractor shall indemnify Employer from any legal issues related to delay in payment or not making any payment to sub-contractor/sub-vendor.

34 MARGINAL NOTES AND CAPTIONS:

The headings and marginal notes to any Clause of the Contract have been provided for the facility of references and shall not affect or control the construction of the Contract.

35 SPARES:

- 35.1 All spares for the equipment under the Contract will strictly conform to the specification and documents and will be identical to the corresponding main equipment /components supplied under the Contract and shall be fully interchangeable
- 35.2 Mandatory spares, as per list detailed in the technical specification, shall form a part of the Contract.
- 35.3 The Contractor will provide the Purchaser with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that, the Purchaser will have the right to place the order for spares directly on them on mutually agreed terms based on offers of such vendors, if so desired.
- 35.4 The spares will be warranted for a period of 12 (twelve) calendar months from the date of successful commissioning of the unit or 18(eighteen) calendar months from the date of last supply whichever is earlier.
- 35.5 Without any extra cost, the contractor shall provide the purchaser with Dimensioned assembly drawings indicating clearances, forces etc. , catalogues, part numbers and any other information/documents required by the purchaser ,in the form of manual(s) so as to enable the purchaser to identify the mandatory, recommended and all other spares required during the whole life of all the equipment to be supplied.
- 35.6 The Contractor shall guarantee the long term availability of spares to the Purchaser for the full life of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered

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under the Contract, he shall give the Purchaser at least 12 (twelve) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to subcontractors. Also, the Contractor / Sub-Contractors will provide the Purchaser Dimensioned assembly drawings indicating clearances, forces etc., material specifications and technical information required by the Purchaser for the purpose of manufacture of such items for his own use or to procure such spares from alternate source.

- 35.7 Further in case of discontinuance of supply of spares by the Contractor or his Sub-Contractors, the Contractor will provide the Purchaser with full information for replacement of such spares with other equivalent make's if so required by the Purchaser.
- 35.8 The quality plan and the inspection requirement finalized for the main equipments will also be applicable for corresponding spares.
- 35.9 All spares covered under the Contract shall be produced and delivery of the spares will be effected along with the main equipments in a phased manner and the delivery would be completed by the respective dates for various categories of goods as per the agreed schedule.

36 PAYMENT:

36.1 General:

The payment to the Contractor for performance of works under the Contract will be made by the Purchaser as per the guidelines and conditions specified herein. The final payment will be made on completion of the works and on fulfillment by the Contractor of all his liabilities under the Contract.

35.2 Mode of Payment:


All payments due to the Contractor shall be disbursed under e-payment system. The Engineer in Charge or his authorized representatives will verify and certify the Contractor's invoices, indicating payment instructions (full bank details) for disbursement.

The successful Bidder shall have to furnish the following information for receiving payment 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:

TRADE RECEIVABLE DISCOUNTING SYSTEM(TReDS)

It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address the challenges faced by MSMEs in delayed

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payments (after receipt/acceptance of materials/services) from corporate and other buyers, including government departments and Public Sector Undertakings (PSUs) leading to shortfall of working capital.

TReDS is an online electronic institutional mechanism/platform for facilitating the financing of trade receivables of MSMEs from corporate and other buyers including government departments and Public Sector Undertakings(PSUs) , through multiple financiers. NEEPCO has registered on the following TReDS platform:

- a) “Invoicemart” of ‘A. TReDS Ltd.’, Mumbai

MSME vendors can avail the TReDS facility, if they want to, by registering on the above-mentioned TReDS platform, for which MSME vendors can contact the following address of “Invoicemart”


Shri Mithilesh Jha, Email : mithilesh.jha@invoicemart.com, Ph: =91 9836953636

36.3 Terms of Payment:

(a) For Supplies:

- (i) 10% (ten percent) of the total Ex Works price for supply shall be paid as non-recoverable down payment on submission of Bank Guarantee of equivalent amount, along with interest at the rate of 1.5% (one and half percent) above BPLR of State Bank of India, as per the Proforma of Bank Guarantee (enclosed), with validity period upto 90 (ninety) days after the scheduled date of successful completion, which will be subject to fulfillment of the following conditions.
- (a) Unconditional acceptance of the LOI, Detailed Order.
 - (b) Submission of Contract Performance Bank Guarantee and acceptance thereof.
 - (c) Submission of bar chart indicating therein, various key phases of work such as, but not limited to design/drawing approval, manufacture, testing, transportation, receipt at final destination site.
 - (d) Billing Break up and its approval
 - (e) Signing of the Contract Agreement.
 - (f) Submission of Drawing Submission Schedule, which shall form a part of the Contract Agreement.

The value of the Bank Guarantee against Down payment shall be allowed to be reduced every 6(six) months in proportion to the value of materials received at site. The Bank Guarantee shall automatically become null and void and discharged when the Bank Guarantee amount is reduced to zero. However, validity of Bank Guarantee shall be valid till such time the subsequent Bank Guarantee for reduced amount is received and accepted by

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the Purchaser. Moreover, all the Bank Guarantees, except the 1st (First) Bank Guarantee shall be accepted by the site Engineer-in-Charge.

- (ii) 65% (sixty five percent) of Ex Works Price and 100% test charges along with all applicable taxes and duties shall be paid on despatch and production of the following documents to the consignee:-
- Proof of despatch (Lorry receipt / railway receipt)
 - Contractor's detailed Invoice.
 - Detailed packing list.
 - Test certificate and or duly approved inspection certificate, or proof of waiver of inspection / tests.
 - Despatch clearance.
 - Documentary evidence against payment of Taxes and Duties.


In case, the contractor does not avail the down payment as per cl. (i), the above amount will be 75% instead of 65%.

- (ii) 15% (Fifteen percent) of Ex-Works Price along with 90% (Ninety Percent) Price Adjustment amount shall be paid on receipt of materials at site in full and good condition, and duly certified by Engineer In Charge.
- (iii) Balance 10% (Ten Percent) of the total Ex-Works Price along with 10%(Ten Percent) price adjustment amount shall be paid after Final Acceptance of the individual unit after erection testing & commissioning. However, balance 10% (Ten Percent) of the total Ex-Works Price along with 10%(Ten Percent) price adjustment amount in respect of the common systems shall be paid after Final Acceptance of the last unit. However, in case of any delay (for reasons not attributable to contractor) in Final Acceptance after erection, testing and commissioning, and on written request by the Contractor, this balance 10% (Ten percent) amount shall be released against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till Final Acceptance of the equipment. However, such arrangement shall not relieve the Contractor of any of his obligations towards completion of all works as per terms of the Contract.

If the Contractor fails to complete the supply within stipulated period as per approved schedule, the Purchaser reserve the right to the Bank Guarantee submitted towards down payment. In case of encashment of BG, the 1.5% (One and half percent) interest above BPLR shall also be recoverable.

- (b) For Inland Transportation, Transit Insurance and Unloading, Storage & Handling at Site, including Insurance towards Storage.**

Inland Transportation and inland Insurance charges shall be paid to the Contractor pro-rata to the value of the equipment received at site and on production of Invoices by the Contractor. However, where equipment-wise inland transportation charges have been called for in the bid proposal sheet and have been furnished by the Contractor, the payment of inland

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transportation charges shall be made after receipt of equipment at site, based on the charges thus identified by the Contractor in his proposal and incorporated. The aggregate of all such pro-rata payment shall, however, not exceed the total amount quoted by the Contractor and incorporated in the Contract. In case the schedule completion period gets extended due to reasons not attributable to the contractor, the additional insurance premium for such extended period shall be reimbursed by the Purchaser on production of documentary evidence.

(c) Erection, Testing and Commissioning:

The charges for Erection, Testing and Commissioning, including taxes and duties thereon, shall be paid at the end of each month. The Contractor shall submit monthly invoice to the Engineer In Charge for the same.

36.4 Due date of Payment

Payments shall be released within 30(Thirty) days from the date of receipt of technically clear invoice/bill by the Engineer –in- Charge.

36.5 Bank Charges: All bank charges shall be to Contractor's account

36.6 Paying Authority: Paying Authority for payments shall be the Head of Finance, Khandong Hydro Power Station, North Eastern Electric Power Corporation Limited, Dima Hasao, Assam.


36.7 In case the Purchaser incurs any demurrage / wharfage due to delay in receipt of despatch document or any other reason attributable to the Contractor, the same shall be to the Contractor's account and shall be deducted or recovered from him.

37 DEATH, INSOLVENCY AND BREACH OF CONTRACT:

37.1 If the Contractor dies or commits any act of bankruptcy or is imprisoned, or being a Corporation, commences to be wound up, not being voluntary winding up for the purpose only of amalgamation / reconstruction, or carries on its business under a receiver for the benefit of its creditors or any of them , or if the Engineer-in-charge is satisfied that the legal representative / heirs of the individual Contractor / proprietor and, in case of a partnership firm, the surviving partners are not capable of carrying out and completing the Contract, the Purchaser shall have the liberty to:

- (a) terminate the Contract forthwith by notice in writing to the liquidator or receiver or to any person to whom the Contract may become vested and to act in the manner provided in clause entitled "Contractor's Default" as though the last mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the Contractor's hands:
- (b) To give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract, upto an amount to be determined by the Purchaser.

37.2 The Purchaser may terminate the Contract by notice in writing if the Contractor commits breach of any provisions of the Contract, provided always that such determination shall not prejudice any right of action or remedy that has already accrued or shall accrue thereafter to the Purchaser. The Contractor shall be liable to

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pay compensation to the Purchaser for all losses, expenses or damages incurred by the Purchaser. The Contractor, however, shall under no circumstances, be entitled to any gain on account of such action by the Purchaser.

38 RESPONSIBILITY OF THE CONTRACTOR:


- 38.1 The Contractor shall guarantee and be entirely responsible for the execution of the Contract in accordance with the specification. He shall further guarantee and be responsible for the quality and workmanship of all materials, correct designs and drawings, timely delivery of the materials within the agreed completion period and removal of defects in the equipment works during the warranty / guarantee period.
- 38.2 The Corporation shall have the right to direct the Contractor to make any change in the design which may be necessary in the opinion of the Engineer-in-charge to make the plant / equipment / materials / works conform to the provisions and contents of the specifications, without any extra costs to the Purchaser. Approval by the Engineer-in-charge or by the authorized representative of the Corporation of the Contractor's or Sub -Contractors drawings, designs, materials or the other parts of works involved in the Contract, or of tests carried out either by the Contractor or by the sub-Contractor as per requirement of the specification or of the Contractor's design and drawings, shall not relieve the Contractor of his responsibility and obligation. Any manufacture or other work performed prior to the approval of drawings and tests will be at Contractor's risk and responsibility.

39 CONTRACT DRAWINGS:

- 39.1 8(Eight) sets of all relevant drawings along with soft copies of drawings in CD as pdf_ format, as defined in the General Technical Specification shall be submitted as per the approved Drawing Submission Schedule. No extension in Contract completion time shall be allowed on account of the time consumed in submission and examination of defective drawings and re-submission of corrected drawings.
- 39.2 In addition to the drawings defined in the technical specification, the Contractor may supply any other drawing, which, in his opinion, is necessarily required to describe the equipment in full details and interconnection thereof.
- 39.3 These drawings, when signed and approved, shall become the property of the Purchaser and shall be deposited with the Head of Plant and shall not be departed from it in anyway, whatsoever, except with the written permission of the Head of Plant hereinafter provided.
- 39.4 After approval, the Contractor shall supply 8 (eight) prints of all drawings, design documents & Master CD containing all the drawings, which may be reasonably required for the purpose of the Contract.

40 MISTAKE IN DRAWING:

- 40.1 The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Engineer-in-charge or not, provided that if such discrepancies, errors or omissions are

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due to inaccurate information of particulars furnished to the Contractor by the Engineer-in-charge, any alterations in the work necessitated by reasons of such inaccurate information of particulars shall be paid for by the Purchaser.

- 40.2 If any dimension figures upon a drawing or a plan differ from that obtained by scaling the drawing or plan, the dimension as figured upon drawings or plan shall be taken as correct.

41 MATERIALS AND WORKMANSHIP:

- 41.1 The Contractor hereby guarantees, inter alia, the following:

- a. Use of best quality and strength of materials
- b. Satisfactory operation during the period of the operation and maintenance period.
- c. Performance figures as specified for all parts under the severest condition of operation.

- 41.2 The Contractor hereby also guarantees that the plant, equipment and materials shall be new and of best quality workmanship and the materials shall have no defect in design and / or manufacture, and shall meet the requirements of the specification and shall be in all respects suited for purposes intended.

- 41.3 The Contractor shall remedy, without any cost to the Owner, all defects in design materials and workmanship which may develop under normal use and which have been called to the attention of the Contractor prior to the expiry of the warranty period.

- 41.4 Any equipment that fails more than 2 (two) times during Warranty Period, shall not be repaired but replaced. However, defective electric motor parts shall be replaced and not repaired.


42 INTERCHANGEABILITY:

All the parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar apparatus / equipment / plant shall be interchangeable.

43 ENGINEER-IN-CHARGE & CONSIGNEE:

The following officials shall act as Engineer-in-charge:

1. For issue/signing of LOI/DO Contract Agreement and acceptance of Contract Performance Guarantee:
.....
2. For execution of works:
The Head of Plant (or his authorized representative)
.....
3. For approval of design/drawing/inspection reports etc. after issue of LOI/ Detailed Order:
.....

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The equipment under this Contract shall be consigned to: -

“.....”.

Copies of all the despatch documents are to be forwarded to the following addresses: -

1.
2.
3. The Head of Finance,

44 COMPLIANCE WITH REGULATIONS:


- 44.1 Unless otherwise specified, all works / supply, to the extent applicable, shall be carried out in accordance with the Indian Electricity Act, 2003, the Indian Electricity Rules, 1956 or any amendment / order thereof, which may be issued during the currency of the Contract and the requirements of any other Rules, Regulations and Act in India to which the Corporation may be subjected to.
- 44.2 The Contractor shall comply with all applicable laws, or ordinances, codes, approved standards, rules and regulations and shall procure all necessary Municipal and Government permits, licenses etc., at his own cost. The Contractor shall leave the Purchaser and Engineer-in-charge harmless as a result of any infraction thereof.

45 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK:

- 45.1 All works envisaged in this Contract shall be completed within the time limit specified herein and no deviation shall be allowed whatsoever. The Contractor shall provide full programme in the form PERT network for the entire scope of supply and work, within 30(thirty) days from the date of issue of the Letter of Intent.
- 45.2 The Contractor shall confirm his acceptance within 15 (fifteen) calendar days after the date of issue of the Letter of Intent and submit the Contract Performance Bank Guarantee within 30 (thirty) days of issue of the Letter of Intent for issue of Detailed Order, and signing of the Contract Agreement. The date of issue of the Letter of Intent will be considered as Zero date. The complete scope of Supply and work is to be completed within the period specified under Clause No. 10, of Section – IIIA, General Terms and Conditions of Bid Document.
- 45.3 The Contractor shall execute the work with faithfulness and in conformity with the specifications.

46 DELIVERY OF PLANT / EQUIPMENT:

- 46.1 No plant / equipment/ material shall be despatched, until despatch instruction is given by the Head of Plant / Engineer-In-Charge in writing to the Contractor.
- 46.2 The Contractor shall deliver the plant / equipment / materials at the place (s) and in the manner as specified in the Contract. The Contractor shall comply with all instructions that may be given by the Purchaser from time to time regarding transportation of the plant/equipment/materials.

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- 46.3 Immediately after despatch, delivery notification of delivery or despatch in regard to each and every consignment shall be made to the designated consignee and any other personnel as may be specified in the Contract.
- 46.4 In case of any damage or loss occurred in transit, it should be the liability of the Contractor to initiate or pursue the claim with the Insurance Company. He shall also take immediate steps to repair the damages or to replace the loss and damages as per the instruction of the Engineer-in-charge.
- 46.5 Property or title of the plant / equipment / goods shall not pass to the Purchaser unless these are actually delivered at the designated places.
- 46.6 The Purchaser shall not be responsible to the Contractor to secure/arrange/provide means of transport. Similarly, any road license and or permit, if necessary, shall be arranged by the Contractor. However, if any documentary assistance is necessary to facilitate transportation, these will be supplied to the Contractor to the extent possible.

47 STORAGE:

If the Purchaser desires that the plant/equipment or any portion thereof should not be despatched by the Contractor, when it is due for despatch, the Contractor shall store the plant / equipment or a portion thereof in his works as mere custodian in trust on behalf of the Purchaser at no extra cost and shall be responsible for all risks not limited to losses and damages. However, in such cases, payment, which is due against dispatch, shall be released by the Purchaser. However, in case of any space constraint in the Contractor's works in such situation, arrangements shall be made by the Contractor for storage at any other convenient place on chargeable basis at the rates to be mutually agreed by NEEPCO and the Contractor at that time. The Contractor however shall be responsible for all risks not limited to losses and damages in such situation.


In case the equipments are not required by the Purchaser for a period of more than 6(six) months, the Purchaser shall intimate the Contractor for dispatch of the same. In the event storage of the same is necessary at some intermediate place designated by the Purchaser, it will be intimated at the time of dispatch clearance. In such a situation, the payment which is due against receipt shall be released by the Purchaser. Further, the additional expenses to be incurred due to intermediate storage shall be reimbursed to Contractor subject to acceptance of reasonability of rates against these expenses by Engineer In Charge.

48 COMPLETENESS:

The bid shall be complete in all respects and shall include all accessories, even though not specifically mentioned in the specifications, schedules etc., but which are required to for the satisfactory operation of the system as a whole.

49 BREACH OF CONTRACT:

In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the Contract. The decision of the Purchaser in this regard shall be final and binding.

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50 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE PURCHASER:

- 50.1 For all purpose of the Contract, including Arbitration there under, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by Registered Post with acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- 50.2 Any communication or notice on behalf of the Purchaser in relation to the Contract may be issued to the Contractor by the Engineer-in charge and all such communications and notice may be served on the Contractor either by registered or registered post/speed post/courier post or by ordinary post or hand delivery or e-mail at the option of such officer.
- 50.3 Any notice or instructions or communication to be given to the Contractor under the terms of the Contract shall be deemed to have been served if it has been delivered to his site Office.

51 CONFIDENTIALITY OF THE CONTRACT DOCUMENTS & MATTERS:


All documents, correspondences, decision and other matters concerning the Contract shall be considered as confidential & restricted nature by the Parties and either party shall not divulge or allow access there to unauthorised person of any kind.

52. MANDATORY PROCUREMENT FROM MICRO AND SMALL ENTERPRISES:

Public Procurement Policy for Micro and Small Enterprises (MSEs)-2012 has reserved 358 items (list attached as Annexure-I under this section) to be procured exclusively from MSEs. Accordingly, the bidder/ bidders to whom this contract shall be awarded shall procure the required items included in the list of 358 items exclusively from MSEs.

The bidder/ bidders to whom the contract shall be awarded shall procure minimum of **25%** of the required goods/ services from MSEs **including 4% from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by women.** In the event of failure of such MSEs owned by SC/ST entrepreneurs and women, 4% **& 3%** sub-target for procurement from MSEs owned by SC/ST entrepreneurs **& women** shall be met from other MSEs.

A compliance report to the above attaching documentary evidence shall be submitted to the Engineer-in-charge quarterly. If such mandatory procurement could not be complied with, the reason for the same shall be indicated in the report, for acceptance of Engineer-in-charge.


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ANNEXURE-I


List of Items Reserved for Purchase from Micro and Small Enterprises

Sl No. Item Description


1. AAC/& ACSR Conductor upto 19 strands
2. Agricultural Implements
 - a. Hand Operated tools & implements
 - b. Animal driven implements
3. Air/Room Coolers
4. Aluminium builder's hardware
5. Ambulance stretcher
6. Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy)
7. Anklets Web Khaki
8. Augur (Carpenters)
9. Automobile Head lights Assembly
10. Badges cloth embroidered and metals
11. Bags of all types i.e. made of leather, cotton, canvas & jute etc. including kit bags, mail bags, sleeping bags & water-proof bag
12. Bandage cloth
13. Barbed Wire
14. Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
15. Bath tubs
16. Battery Charger
17. Battery Eliminator
18. Beam Scales (upto 1.5 tons)
19. Belt leather & straps
20. Bench Vices
21. Bituminous Paints
22. Blotting Paper
23. Bolts & Nuts
24. Bolts Sliding
25. Bone Meal
26. Boot Polish
27. Boots & Shoes of all types including canvas shoes
28. Bowls
29. Boxes Leather
30. Boxes made of metal
31. Braces
32. Brackets other than those used in Railways
33. Brass Wire
34. Brief Cases (other than moulded luggage)
35. Brooms
36. Brushes of all types
37. Buckets of all types
38. Button of all types
39. Candle Wax Carriage
40. Cane Valves/stock valves (for water fittings only)
41. Cans metallic (for milk & measuring)
42. Canvas Products :
 - a. Water Proof Deliver, Bags to spec. No. IS - 1422/70
 - b. Bonnet Covers & Radiators Muff. to spec. Drg. Lv 7/NSN/IA/130295

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43. Capes Cotton & Woollen
 44. Capes Waterproof
 45. Castor Oil
 46. Ceiling roses upto 15 amps
 47. Centrifugal steel plate blowers
 48. Centrifugal Pumps suction & delivery 150 mm. x 150 mm
 49. Chaff Cutter Blade
 50. Chains lashing
 51. Chappals and sandals
 52. Chamois Leather
 53. Chokes for light fitting
 54. Chrome Tanned leather (Semi-finished Buffalo & Cow)
 55. Circlips
 56. Claw Bars and Wires
 57. Cleaning Powder
 58. Clinical Thermometers
 59. Cloth Covers
 60. Cloth Jaconet
 61. Cloth Sponge
 62. Coir fibre and Coir yarn
 63. Coir mattress cushions and matting
 64. Coir Rope hawserlaid
 65. Community Radio Receivers
 66. Conduit pipes
 67. Copper nail
 68. Copper Napthenate
 69. Copper sulphate
 70. Cord Twine Maker
 71. Cordage Others
 72. Corrugated Paper Board & Boxes
 73. Cotton Absorbent
 74. Cotton Belts
 75. Cotton Carriers
 76. Cotton Cases
 77. Cotton Cord Twine
 78. Cotton Hosiery
 79. Cotton Packs
 80. Cotton Pouches
 81. Cotton Ropes
 82. Cotton Singlets
 83. Cotton Sling
 84. Cotton Straps
 85. Cotton tapes and laces
 86. Cotton Wool (Non absorbent)
 87. Crates Wooden & plastic
 88. (a) Crucibles upto No. 200
(b) Crucibles Graphite upto No. 500
(c) Other Crucibles upto 30 kgs.
 89. Cumblies & blankets
 90. Curtains mosquito
 91. Cutters
 92. Dibutyl phthalate
 93. Diesel engines upto 15 H.P
 94. Dimethyl Phthalate
 95. Disinfectant Fluids

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96. Distribution Board upto 15 amps
 97. Domestic Electric appliances as per BIS Specifications :-
 - Toaster Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders Room heaters & convectors and ovens
 98. Domestic (House Wiring) P.V.C. Cables and Wires (Aluminium) Conforming to the prescribed BIS Specifications and upto 10.00 mm sq. nominal cross section
 99. Drawing & Mathematical Instruments
 100. Drums & Barrels
 101. Dust Bins
 102. Dust Shield leather
 103. Dusters Cotton all types except the items required in Khadi
 104. Dyes :
 - a. Azo Dyes (Direct & Acid)
 - b. Basic Dyes
 105. Electric Call bells/buzzers/door bells
 106. Electric Soldering Iron
 107. Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets, etc
 108. Electronic door bell
 109. Emergency Light (Rechargeable type)
 110. Enamel Wares & Enamel Utensils
 111. Equipment camouflage Bamboo support
 112. Exhaust Muffler
 113. Expanded Metal
 114. Eyelets
 115. Film Polythene - including wide width film
 116. Film spools & cans
 117. Fire Extinguishers (wall type)
 118. Foot Powder
 119. French polish
 120. Funnels
 121. Fuse Cut outs
 122. Fuse Unit
 123. Garments (excluding supply from Indian Ordnance Factories)
 124. Gas mantels
 125. Gauze cloth
 126. Gauze surgical all types
 127. Ghamellas (Tasllas)
 128. Glass Ampules
 129. Glass & Pressed Wares
 130. Glue
 131. Grease Nipples & Grease guns
 132. Gun cases
 133. Gun Metal Bushes
 134. Guntape
 135. Hand drawn carts of all types
 136. Hand gloves of all types
 137. Hand Lamps Railways
 138. Hand numbering machine
 139. Hand pounded Rice (polished and unpolished)
 140. Hand presses
 141. Hand Pump
 142. Hand Tools of all types
 143. Handles wooden and bamboo (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
 144. Harness Leather
 145. Hasps & Staples

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- 146.
 - 147.Haver Sacks
 - 148.Helmet Non-Metallic
 - 149.Hide and country leather of all types
 - 150.Hinges
 - 151.Hob nails
 - 152.Holdall
 - 153.Honey
 - 154.Horse and Mule Shoes
 - 155.Hydraulic Jacks below 30 ton capacity
 - 156.Insecticides Dust and Sprayers (Manual only)
 - 157.Invalid wheeled chairs.
 - 158.Invertor domestic type upto 5 kvA
 - 159.Iron (dhobi)
 - 160.Key board wooden
 - 161.Kit Boxes
 - 162.Kodali
 - 163.Lace leather
 - 164.Lamp holders
 - 165.Lamp signal
 - 166.Lanterns Posts & bodies
 - 167.Lanyard
 - 168.Latex foam sponge
 - 169.Lathies
 - 170.Letter Boxes
 - 171.Lighting Arresters - upto 22 kv
 - 172.Link Clip
 - 173.Linseed Oil
 - 174.Lint Plain
 - 175.Lockers
 - 176.Lubricators
 - 177.L.T. Porcelain KITKAT & Fuse Grips
 - 178.Machine Screws
 - 179.Magnesium Sulphate
 - 180.Mallet Wooden
 - 181.Manhole covers
 - 182.Measuring Tapes and Sticks
 - 183.Metal clad switches (upto 30 Amps)
 - 184.Metal Polish
 - 185.Metallic containers and drums other than N.E.C. (Not elsewhere classified)
 - 186.Metric weights
 - 187.Microscope for normal medical use
 - 188.Minature bulbs (for torches only)
 - 189.M.S. Tie Bars
 - 190.Nail Cutters
 - 191.Naphthalene Balls
 - 192.Newar
 - 193.Nickel Sulphate
 - 194.Nylon Stocking
 - 195.Nylon Tapes and Laces
 - 196.Oil Bound Distemper
 - 197.Oil Stoves (Wick stoves only)
 - 198.Pad locks of all types
 - 199.Paint remover
 - 200.Palma Rosa Oil

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- 201.Palmgur
 - 202.Pans Lavatory Flush
 - 203.Paper conversion products, paper bags, envelops, Ice-cream cup, paper cup and saucers & paper Plates
 - 204.Paper Tapes (Gummed)
 - 205.Pappads
 - 206.Pickles & Chutney
 - 207.Piles fabric
 - 208.Pillows
 - 209.Plaster of Paris
 - 210.Plastic Blow Moulded Containers upto 20 litre excluding Poly Ethylene Terphthalate (PET) Containers
 - 211.Plastic cane
 - 212.Playing Cards
 - 213.Plugs & Sockets electric upto 15 Amp
 - 214.Polythene bags
 - 215.Polythene Pipes
 - 216.Post Picket (Wooden)
 - 217.Postal Lead seals
 - 218.Potassium Nitrate
 - 219.Pouches
 - 220.Pressure Die Casting upto 0.75 kg
 - 221.Privy Pans
 - 222.Pulley Wire
 - 223.PVC footwears
 - 224.PVC pipes upto 110 mm
 - 225.PVC Insulated Aluminium Cables (upto 120 sq. mm) (ISS:694)
 - 226.Quilts, Razais
 - 227.Rags
 - 228.Railway Carriage light fittings
 - 229.Rakes Ballast
 - 230.Razors
 - 231.RCC Pipes upto 1200 mm. dia
 - 232.RCC Poles Prestressed
 - 233.Rivets of all types
 - 234.Rolling Shutters
 - 235.Roof light Fittings
 - 236.Rubber Balloons
 - 237.Rubber Cord
 - 238.Rubber Hoses (Unbranded)
 - 239.Rubber Tubing (Excluding braided tubing)
 - 240.Rubberised Garments Cap and Caps etc
 - 241.Rust/Scale Removing composition
 - 242.Safe meat & milk
 - 243.Safety matches
 - 244.Safety Pins (and other similar products like paper pins, staples pins etc.)
 - 245.Sanitary Plumbing fittings
 - 246.Sanitary Towels
 - 247.Scientific Laboratory glasswares (Barring sophisticated items)
 - 248.Scissors cutting (ordinary)
 - 249.Screws of all types including High Tensile
 - 250.Sheep skin all types
 - 251.Shellac
 - 252.Shoe laces
 - 253.Shovels
 - 254.Sign Boards painted
 - 255.Silk ribbon

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- 256.Silk Webbing
 257.Skiboots & shoes
 258.Sluice Valves
 259.Snapfastner (Excluding 4 pcs. ones)
 260.Soap Carbolic
 261.Soap Curd
 262.Soap Liquid
 263.Soap Soft
 264.Soap washing or laundry soap
 265.Soap Yellow
 266.Socket/pipes
 267.Sodium Nitrate
 268.Sodium Silicate
 269.Sole leather
 270.Spectacle frames
 271.Spiked boot
 272.Sports shoes made out of leather (for all Sports games)
 273.Squirrel Cage Induction Motors upto and including 100 KW440 volts 3 phase
 274.Stapling machine
 275.Steel Almirah
 276.Steel beds stead
 277.Steel Chair
 278.Steel desks
 279.Steel racks/shelf
 280.Steel stools
 281.Steel trunks
 282.Steel wool
 283.Steel & aluminium windows and ventilators
 284.Stockinet
 285.Stone and stone quarry rollers
 286.Stoneware jars
 287.Stranded Wire
 288.Street light fittings
 289.Student Microscope
 290.Studs (excluding high tensile)
 291.Surgical Gloves (Except Plastic)
 292.Table knives (Excluding Cutlery)
 293.Tack Metallic
 294.Taps
 295.Tarpaulins
 296.Teak fabricated round blocks
 297.Tent Poles
 298.Tentage Civil/Military & Salitah Jute for Tentage
 299.Textiles manufacturers other than N.E.C. (not elsewhere classified)
 300.Tiles
 301.Tin Boxes for postage stamp
 302.Tin can unprinted upto 4 gallons capacity (other than can O.T.S.)
 303.Tin Mess
 304.Tip Boots
 305.Toggle Switches
 306.Toilet Rolls
 307.Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
 308.Transistor Radio upto 3 band
 309.Transistorised Insulation - Testers
 310.Trays


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-
- 311.Trays for postal use
 - 312.Trolley
 - 313.Trollies - drinking water
 - 314.Tubular Poles
 - 315.Tyres & Tubes (Cycles)
 - 316.Umbrellas
 - 317.Utensils all types
 - 318.Valves Metallic
 - 319.Varnish Black Japan
 - 320.Voltage Stablisers including C.V.T's
 - 321.Washers all types
 - 322.Water Proof Covers
 - 323.Water Proof paper
 - 324.Water tanks upto 15,000 litres capacity
 - 325.Wax sealing
 - 326.Waxed paper
 - 327.Weighing Scale
 - 328.Welded Wiremash
 - 329.Wheel barrows
 - 330.Whistle
 - 331.Wicks cotton
 - 332.Wing Shield Wipers (Arms & Blades only)
 - 333.Wire brushes and Fibre Brushes
 - 334.Wire Fencing & Fittings
 - 335.Wire nails and Horse shoe nails
 - 336.Wire nettings of gauze thicker than 100 mesh size
 - 337.Wood Wool
 - 338.Wooden ammunition boxes
 - 339.Wooden Boards
 - 340.Wooden Box for Stamps
 - 341.Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
 - 342.Wooden Chairs
 - 343.Wooden Flush Door Shutters
 - 344.Wooden packing cases all sizes
 - 345.Wooden pins
 - 346.Wooden plugs
 - 347.Wooden shelves
 - 348.Wooden veneers
 - 349.Woollen hosiery
 - 350.Zinc Sulphate
 - 351.Zip Fasteners


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List of Items Reserved for Purchase from Handicrafts Sector


S. No.	Item Description	Source of Supply
351.	Cane Furniture	North Eastern Handicrafts & Handlooms Development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland Handicrafts & Handlooms Development Corporation.
352.	Bamboo file tray, Baskets, Pencil stand, side racks etc.	-do-
353.	Artistic Wooden Furniture	Rajasthan Small Industries Corpn., U.P. Export Corporation
354.	Wooden paper weight, racks etc.	- do -
355.	Glass covers made of wood and Grass jute	- do -
356.	Jute furniture	West Bengal Handicrafts Dev. Corp. Jute mfg. Development Corporation Orissa State Handicrafts Dev. Corpn.
357.	Jute bags, file cover	- do -
358.	Woolen & silk carpets	U.P. Export Corporation J & K Sale & Export Corporation

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SECTION-III B: Conditions of Contract - Erection

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CONDITIONS OF CONTRACT- ERECTION

1.0 GENERAL

- 1.1 The following conditions shall supplement conditions already contained in the other part of the specifications and shall govern that portion of the work of this Contract to be performed at site.
- 1.2 The Contractor, upon execution of the Contract Agreement, shall, in addition to a Project Manager nominate another responsible Officer as his representative at site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at site. Such person shall function from the Site Office of the Contractor during execution of the Contract.

2.0 LIMITED POSSESSION OF SITE.

- 2.1 The Corporation will provide at the work sites the Right-of-Way for permanent works or installations, the site for Contractor's colony, ditches and Right-of-Way for access thereto over routes established by the Engineer-in-charge. The Contractor will be permitted to use such right exclusively for execution of the Contract. The Contractor shall supply to the Corporation, after the award of the Contract, the exact details of the land required by him for the work at the sites. Should any delay take place in giving authority to enter and occupy, that delay shall not deem to be breach of Contract by the Corporation. The Corporation shall not give the Contractor any claim for compensation but appropriate extension of contract time will be granted by the Engineer – in-charge.
- 2.2 Until such authority is given as aforesaid, no material shall be delivered to and / or no work shall be performed upon site or other lands as made available to the Contractor for the purpose of carrying out the Contract.

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- 2.3 Authority to enter the site or other lands provided by the Corporation shall be deemed to have been given to the Contractor only as a license necessary to enable him to perform the works effectively and it shall not be deemed to confer any right of exclusive possession of him.
- 2.4 In the execution of work, no person other than the Contractor or his appointed representative, Sub-Contractor and the workmen, shall be allowed to do the work at site, except by the special permission, in writing, of the Engineer or his representative.


3.0 REGULATION OF LOCAL AUTHORITIES AND STATUES:

3.1 Rules and regulations

The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and any revision thereof and the Payment of Wages Act both of the Government of India and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor, and any other act, law, rules and regulations applicable in the performance of the Contract.

3.2 Permits:

All registration, permission, inspection, rights etc required for the execution of the Contract shall be arranged by the Contractor at his own cost. The Purchaser will provide the necessary documentary assistance, to the extent possible, in obtaining the same. The Purchaser shall not, however, be responsible for any delay on this account. If, under any law /acts etc, any registration, permission, inspection, right etc. are required to be arranged specifically by the Purchaser, this shall be brought to the notice of the Purchaser by the Contractor before the award of the Contract.

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4.0 PURCHASER'S LIEN ON EQUIPMENT:


The Purchaser shall have lien on all equipment including those of the Contractor brought to the site for the purposes of erection, testing and commissioning of the plant. The Purchaser shall continue to hold the lien on all such equipment throughout the period of the Contract. No material brought to site shall be removed from the site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer-in-charge.

5.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE:

The Engineer-in-charge shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same is erected at site. If, by above inspection, the Engineer-in-charge rejects any equipment, the Contractor shall make good such rejection either by replacement or modifications /repair, as may be necessary, to the satisfaction of the Engineer-in-charge. Such replacement shall also include the replacement or re-execution of those works of other Contractor and / or Agencies, which might have got damaged or affected by the replacement of re-work done to the Contractor's work.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

- 6.1 The Contractor shall establish a site Office at the site and keep posted his authorized representative for the purpose of execution of the contract. Any written order or instruction of the Engineer-in-charge or his authorized representative shall be communicated to the Contractor at the site Office, and the same shall be deemed to be communicated to the Contractor at his legal address.
- 6.2 The Contractor shall keep the Engineer-in-charge informed in advance of his field activities, plans and schedules for carrying out the work. Any review of such plans or schedule or activities or method of work by the Engineer-in-charge shall not relieve the Contractor from any of his responsibilities towards the field activities. Such review shall also not be considered as an assumption of any risk or liability by the Engineer-in-charge or the Owner or any of his representatives, and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method

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of work reviewed. The Contractor shall solely be responsible for the safety, adequacy and efficiency of plant and his erection methods.

- 6.3 The Contractor shall have the complete responsibility for the conditions of the work site, including the safety of all persons employed by him or his sub-Contractor and all the properties under his custody during the performance of the work. The requirements shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction works reviewed by the Engineer-in-charge are not intended to include review of Contractor's safety measures in on or near the work site, and their adequacy or otherwise.

7.0 CO-OPERATION WITH OTHER CONTRACTORS:

7.1 General:

The Contractor has to co-ordinate designs and terminations with the concerned Agencies, including Consultants / Contractors of the Owner. Wherever required, the Contractor shall co-operate in all aspects and exchange necessary technical data/drawings with the Owner's Consultants / Contractors to ensure proper co-ordination and completion of the work in time. The Contractor shall also arrange to perform his work so as to minimize, to the maximum extent possible, interference with the work of other Contractors and his workmen.

7.2 Damage and Injury:


Any injury or damage that may be sustained by the employees of other Contractors and the Purchaser, due to the Contractor's work, shall promptly be made good at the expense of the Contractor.

7.3 Disputes:

The Engineer-in-charge shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Purchaser in regard to their work.

7.4 Delays:

If the work of the Contractor is delayed because of any acts or omission of another Contractor, the Contractor shall have no claim against the Purchaser on that account,

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other than an extension of time for completion of his works if deemed fit by the Engineer-in-charge.

7.5 Defects:

The Engineer-in-charge shall be notified promptly by the Contractor of any defects in other Contractor's works that could affect the Contractor's works. The Engineer-in-charge shall determine the corrective measures, if any, required to rectify the situation after inspection of the work and such decisions of the Engineer-in-charge shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer-in-charge in respect of his employees and workmen at site. The Engineer-in-charge shall be at liberty to object to the presence of any representative or employee of the Contractor at the site if, in the opinion of the Engineer-in-charge, such employee who mis-conducted himself or is incompetent or negligent or otherwise undesirable and the Contractor shall remove such person objected to and provide, in his place, a competent replacement.

9.0 PHOTOGRAPHS AND PROGRESS REPORT:

The Contractor shall furnish 4(four) prints each to the Engineer-in-charge of progress photographs of the work done at site. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of photograph.


The photograph shall accompany monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for variance between the schedule and actual progress and action proposed for corrective measures, wherever necessary.

10.0 MANPOWER REPORT

10.1 Man-hour schedule:

The Contractor shall submit to the Engineer-in-charge on the first of every month a man-hour schedule for the next month, detailing the man-hours scheduled for the month, skill-wise and area-wise.


10.2 Manpower report:

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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.

11.0 PROTECTION OF MATERIALS AND WORKS.


- 11.1 The Contractor shall, at all times, store, protect and preserve all materials supplied and equipment of every description including those furnished by the Corporation to keep them in good condition as per instruction of the Engineer-in-charge and / or as per the specification of the manufacturer. Any loss, damage and deterioration on these will be made good by the Contractor immediately.
- 11.2 Unless specifically mentioned in the technical specification, no wastage shall be allowed. Stores / materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at double the prevailing issue rate / contractual issue rate. Issue rate of materials to be issued by the Corporation will be provided to the successful bidder.
- 11.3 All costs relating to loading, transportation, unloading, storage, protection, preservation, insurance etc. , whatsoever, as may be required for the materials supplied by the Corporation, from place of issue to the ultimate use for the work and in connection to the return of the same, shall be to the Contractor's account.
- 11.4 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-in-charge. No claim, whatsoever, will be entertained by the Purchaser or the Engineer-in-charge for any damage or loss to the Contractor's works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings.
- 11.5 Should any damage to the Contractor's work occur because of the other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other parties concerned regarding responsibility for damage to the Contractor's work, the same shall be resolved as per Clause No. 7.0 above entitled "Co-operation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged work, because of any delay in the resolution of such disputes. The Contractor

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shall proceed to repair the work immediately and no cause thereof shall be assigned pending resolution of such disputes. Unless specifically mentioned in the technical specifications, no wastage of stores, materials will be allowed. Stores, materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at double the prevailing issue rate /contractual issue rate.

12.0 RATE OF WAGES AND RECRUITMENT OF LABOUR

- 12.1 The Contractor shall employ labourers in sufficient numbers either directly or through Sub - Contractors to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer - In -Charge. The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. The Contractor will be at liberty to recruit labourers from anywhere within India, but no labourers below the age of 18 (eighteen) years shall be engaged on the work. No female labourer shall be employed after darkness. Fair wages, not less than minimum wages as may be fixed from time to time in accordance with the Law or Act or rules there under applicable to the area covered by the work, shall be paid by the Contractor to all labourers. The payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by the Labour Regulations and Labour Welfare as given in **Section – A** of this Volume.
- 12.2 Proper identity cards and acquaintance records for such payments shall be maintained and made available for inspection by the Engineer - in - charge or by inspecting Officer as defined by the Engineer - in - charge or by an inspecting Officer as defined in the Contractor's labour regulation. The Engineer - in - Charge shall have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by the worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.

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12.3 All travelling expenses, including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

13.0 FACILITIES TO BE PROVIDED BY THE CORPORATION

13.1 Land


The Contractor shall inform the Purchaser within 15 (fifteen) days from the date of the Letter of Intent, about his exact requirement of land for his office, go-downs, workshop, assembly yard, residential accommodation for staff and labour, etc., The Engineer-in-charge shall review the above requirement and leveled land will be allotted to the Contractor as per requirement assessed by him. Such land may be allotted as available at site and may be at different locations. The Contractor will be permitted to use such land exclusively for execution of the Contract. The Contractor will have to vacate the land on completion of assigned work without any encumbrances or when demanded by the Department in the interest of the project works.

13.2 Water

For construction purposes, construction water shall be provided by the Corporation including that of potable water.

13.3 Construction tools and equipment:


Except in case where the Purchaser's express permission is applied for and received in writing, no use of the Purchaser's plant facilities, such as cranes and machine shop, shall be made by the Contractor or his employees. The Purchaser shall not be responsible or held liable for damage to any person on property consequent upon the use, misuse or failure of any construction tools and equipment used by the Contractor or any of his Sub-Contractors, even though such construction tools and equipment may be furnished, rented or loaned to the Contractor or any of his Sub-Contractors. The acceptance and/or use of any such construction tools and equipment by the Contractor or his Sub-Contractors shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save the Purchaser from any and all claims for said damages resulting

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from said use, misuse or failure of such construction tools and equipment. The Contractor shall obtain written permission of the Engineer In Charge for use of NEEPCO's plant facilities. EOT crane shall be provided by NEEPCO. However, the Contractor shall furnish written request to the Engineer In Charge for the same.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- 14.1 The Contractor shall provide at his own expense all the construction equipment, erection tools, machine tools, power tools, tackles, hoists, cranes, derricks, cables, slings, skids, scaffoldings, work benches, tools for rigging, cribbing and blocking, welding machines, preheating and stress relieving equipment and all associated protection equipment, instruments, appliances, materials required for unloading, transporting, storing, civil, architectural and structural works, erection, testing and commissioning that may be required to accomplish the work under the Contract, unless otherwise as determined by the Engineer-in-charge. He shall submit a list of such materials to the Engineer-in-Charge before the commencement of the pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the Engineer-in-Charge.
- 14.2 The Contractor shall also furnish at his own expense all necessary expendable devices like ejectors, grinding and abrasive wheels, crawl plugs, hacksaw blades, drills, reamer, chisels, files, carborandum stones, oil stones, wire brushes, necessary scaffolding, ladders, wooden planks, timbers, sleepers and consumables, materials like oxygen, acetylene, argon, lubricating oils, grease, cleaning fluids, cylinder oil, graphite powder and flakes, fasteners, gaskets, temporary supports, stainless steel shims of various thickness as required, cotton waste, cheese cloth and all other miscellaneous supplies of every kind required for carrying out the work under the Contract. Contractor may note that Consumables, as required for erection of the plant shall be provided by NEEPCO.
- 14.3 The Contractor shall provide at his own expense all reasonable facilities including tools, personnel, etc., and ensure co-ordination with the Engineer-in-Charge and the Manufacturer's erection supervisors to enable them to carry out all supervision, measurements, checks etc., in a satisfactory manner.

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14.4 The Contractor shall inform the Engineer-in-Charge about the arrival of all tools, tackles and scaffoldings. The Contractor shall not dispose of transport or withdraw any tools, tackles, equipment and material provided by him for the Contract without taking prior written approval from the Engineer-in-Charge, and the Engineer-in-Charge shall, at all times, have the right to refuse permission for equipment and material if, in his opinion, the same will adversely affect the efficient and expeditious completion of the Contract.

14.5 Communication

The Contractor will make his own arrangement for all his communication needs such as telephone, facsimile, internet etc. at his site Office. The Purchaser will assist the Contractor in obtaining necessary permission / connection for use of the above facilities, in case he finds difficulties.

14.6 First Aid


The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at the site. Sufficient number of Contractor's personnel shall be trained in administering first aid.

14.7 Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All rubbish and scrap materials shall be stacked or disposed in a place to be identified by the Engineer-in-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

14.8 Construction Power

The arrangement of construction power including temporary lighting of work area considering the minimum involvement of the bidder's worker in such assembly work shall be provided by NEEPCO.

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NEEPCO shall provide construction power through grid on chargeable basis at commercial consumer rate of Rs. 7.6 per KWh. The Contractor shall make its own arrangement for distribution, protection system etc. throughout his working site and temporary facilities required for execution of the work. The cost of power consumed for the construction power as provided by NEEPCO shall be recovered from the contractor from the immediate next RA Bill. The power supply shall be disconnected on completion of the Work and vacation of the site, as early as possible. The grid power shall be provided as per availability. Contractor shall make its standby power back up arrangement with Diesel Generating sets during grid power failure for continuance of Project Work without hampering the progress of work. Non-availability of power would not entitle the Contractor to make any claim, whatsoever, for time extension or extra payment.

15.0 LINES AND GRADES:

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the works. Basic horizontal and vertical control points will be established and marked by the Engineer-in-charge at site at suitable points. These points shall be used as datum for the work under the Contract. The Contractor shall inform the Engineer-in-charge well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer-in-charge to enable the Contractor to proceed with his work. Any work done without being properly located may be removed and / or dismantled by the Engineer-in-charge at Contractor's cost.

16.0 PREVENTION:


- 16.1 From commencement to completion of works, the Contractor shall be responsible for any deterioration, loss and damage to men, materials, machines, works and any other properties belonging to the Corporation and shall, at his own cost, make good such deterioration, damages and losses as instructed by the Engineer-in-charge, provided such deterioration, losses or damages is attributable to the Contractor. Insurance cover of appropriate nature shall be undertaken by the Contractor.

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- 16.2 The work procedures that are to be followed during erection shall be those which minimize all types of hazards, to the extent practicable. Combustible material, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
- 16.3 Similarly, corrugated paper, fabricated cartons etc., will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame-resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 16.4 All Contractors' supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the Contract.
- 16.5 The Contractor shall provide enough fire protection equipment for the warehouse, office, temporary structures, labour colony area etc., utilised for the performance of the Contract. Access to such fire protection equipment shall be easy and kept open at all time.
- 16.6 The compliance of all the above requirement under fire protection shall, in no way, relieve the Contractor of any of his responsibilities and liabilities due to fire accidents occurring either to his material and equipment or to those of others working in the area.

17.0 INDEMNIFICATION FROM LOSS AND DAMAGE

The Contractor indemnifies and shall keep indemnified the Corporation against all losses, damages, claims for death, injuries or damage to any person or any property, whatsoever, which may arise out of or in consequence of construction and maintenance of works during the Contract period and also against all claims, demands, proceedings, costs,

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charges and expenses, whatsoever, in respect of or in relation thereto and such liabilities shall include claims / compensation of the third party also.

18.0 SECURITY


Security arrangement is excluded from the scope of the contractor.

19.0 CONTRACTOR'S AREA LIMITS:

The Engineer-in-charge will mark out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case need arises for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer-in-Charge.

20.0 PRE-COMMISSIONING TEST, TRIAL RUN, COMMISSIONING AND HANDING OVER

- 20.1 After completion of erection of the equipments and before charging, each item of the equipment shall be thoroughly cleaned and inspected jointly by the Engineer-in charge and the Contractor for correctness and completeness of installation and acceptability of charging leading to initial pre-commissioning tests at site. Any defects found in the materials supplied by the Contractor shall be rectified / replaced at no cost to the Purchaser within such time so that the scheduled completion time of the work is not affected.
- 20.2 On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation of 1 (one) month or as directed by the Engineer-in-charge, during which period the complete equipment shall be operated as complete Plant. Initial operation shall be normal operation & maintenance. Any defects found in the materials supplied by the Contractor shall be rectified / replaced at no cost to the Purchaser within such time so that the schedule completion time of the work is not affected.
- 20.3 The Contractor shall be responsible for obtaining statutory clearances from the concerned Authorities for commissioning of the Plant on behalf of the Purchaser. NEEPCO shall

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assist the Contractor in obtaining such clearances, including payment of fees to the electrical inspector.

- 20.4 Only after satisfying himself regarding the above and after successful Reliability Run, the Engineer-In-Charge will take over the system in writing. The defect liability / warrantee period will start from this date.

21.0 CONSTRUCTION MANAGEMENT:

21.1 General:

The field activities of the Contractor working at site, will be coordinated by the Engineer-in-charge and the decision of the Engineer-in-charge shall be final in resolving any disputes or conflict between the Contractor and other Contractors and tradesmen of the Purchaser regarding scheduling and co-ordination of work. Such decision of the Engineer-in-charge shall not be a cause for extra compensation of extension of time for the Contractor.


21.2 Adherence to work schedules:

Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If, at any time, the Contractor is failing behind schedule, he shall take necessary action to make good such delays by increasing his workforce or by working overtime or otherwise accelerate the progress of work to comply with the schedule and shall communicate such action in writing to the Engineer-in-charge, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra expenses for such action.

The Engineer-in-charge, shall, however, not be responsible for providing of such additional labour and / or materials or supply or any other service to the Contractor, except for the co-ordination work between various Contractors as set out earlier.

22.0 FIELD OFFICE RECORDS

The Contractor shall maintain at his site Office up-to-date copies of all drawings, specifications and other Contract documents and any other supplementary data complete with all the latest revision thereto. The Contractor shall also maintain, in addition, continuous records of all changes to the above contract documents, drawings, specifications, supplementary data etc., effected at the field and, on completion of his

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total assignment under the Contract, shall incorporate all such changes on the drawings and other engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer-in-charge in required number of copies.

23.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE:

23.1 General:

The Contractor shall bring to site all equipment, component parts, and materials including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. The right on all such goods shall, from the time of their being brought to site, shall rest with the Purchaser, but may be used for the purpose of the works only and shall not on any account, be removed or taken away by the Contractor without the written permission of the Engineer-in-charge. The Contractor shall, nevertheless, be solely responsible and liable for any loss or damage thereto.


23.2 Removal of equipment from the site:

After completion of the work, the Contractor shall remove from the site under the direction of the Engineer-in-charge all materials, such as construction equipment, erection tools and tackles, scaffolding etc with the written permission of the Engineer-in-charge. If the Contractor fails to remove such materials within 15(fifteen) days of notice by the Engineer-in-charge to do so, then the Engineer-in-charge shall have the liberty to dispose of such materials and credit the proceeds thereof to the account of the Contractor.

24.0 ACCIDENT PREVENTION

The Contractor shall, at all times, exercise reasonable and proper precautions for the safety of the people at the work and shall comply with the provisions of current safety laws and labour laws etc. of the State Governments or the Central Government and the local Authorities. All works covered in the specification are to be done in line with those related laws / order / rules / codes. Hence, all relevant laws / order / rules / codes are to be strictly followed.

Individual reports of any accidents shall promptly be submitted by the Contractor to the Engineer - in - Charge within 24 (twenty four) hours of occurrence, giving such details as may be prescribed for that purpose.

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The provisions given in the safety code shall be followed and the Contractor shall follow the instructions of the Engineer - In - Charge / or his authorized representative in strengthening the scaffolding, etc., required for maintaining the safety of labour and other persons. Failure to comply with instructions of the Corporation shall be treated as negligence of the Contractor and be made for work carried out in connection with safety of men, materials, equipment and work.

25.0 INSURANCE


25.1 The Contractor shall obtain all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the Contract, and will obtain Storage-cum-Erection policy for the materials and equipment to be erected by him under the Contract, in the joint names of the Purchaser and the Contractor, and to be kept valid till the plant and equipment is taken over by the Owner. The Contractor shall, at his own cost, obtain Workmen's Compensation Insurance, Comprehensive Automobile Insurance, Comprehensive General Liability Insurance Policy and Fire Insurance. Bidder shall also refer to Clause 13.0 of Sec-III Part-A, GCC of this Volume. In case the project gets delayed due to reasons solely attributable to the Purchaser, the insurance coverage shall be extended by the Contractor. Additional cost of insurance coverage for such extended period shall be reimbursed at actual by the Purchaser to the Contractor.

25.2 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.

25.3 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

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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.


25.4 Comprehensive General Liability Insurance

This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative from riots strikes and civil commotion amongst the contractor's sub-contractor, representatives or employees. The hazards to be covered will pertain to all the works and areas where, the Contractor, his Sub-Contractor, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of Insurance coverage normally required and it will be the absolute responsibility of the Contractor to maintain all necessary Insurance coverage to the extent of both time and amount to take care of all his liabilities either direct or indirect, pursuant to the Contract.

26.0 UNFAVORABLE WORKING CONDITIONS

The Contractor shall confine all his field operation to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc., and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works with the concurrence of the Engineer-in-charge. Such

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unfavorable construction conditions will, in no way, relieve the Contractor of his responsibility to perform the works as per schedule.

27.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS


The Contractor shall insure that any finds such as relics, antiquity, coins, fossils etc., which he may come across in course of performance of his work, either during excavation or elsewhere, are properly protected and handed over to the Engineer-in-charge. Similarly, the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of the Engineer-in-charge or by the Engineer-in-charge shall not be disturbed in any way during the performance of his work. If any work is to be performed which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer-in-charge. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

28.0 SAFETY CODE

The Contractor shall, at his own expenses, arrange for the safety provisions indicated in "Section – B Safety Engineering and Safety Codes" of this volume or as required by the Engineer -in-charge, in respect of all labourers directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangement as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

29.0 COMPLETION OF CONTRACT

- 29.1 The Contractor shall provide full programme of the supply and works in detail and completion schedule thereto. Strict adherence to the completion schedule shall be the essence of the contract.
- 29.2 The Contractor shall submit a detailed L1 Network within 15 (thirty) days from the date of issue of the Letter of Intent consisting of adequate number of activities covering various key phases of the work, such as design, procurement, manufacture, transportation to site, civil, architectural and civil works, erection, testing and commissioning activities as envisaged in the detailed bid documents. The Contractor shall discuss the Network so submitted with the Engineer-in-charge and the Network

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agreed between the Engineer-in-charge and the Contractor shall form part of the Contract Agreement. During the performance of the Contract, if the Engineer-in-charge is not satisfied with the progress of work, the Contractor shall have to revise the milestones employing extra resources at his own cost, as per instruction of the Engineer-in-charge, so as to complete the entire work within the time as stipulated in the Contract Agreement.

30.0 WORKING ON SUNDAYS AND HOLIDAYS


For working on Sundays and holidays, the Contractor will approach the Engineer –in-charge or his authorised representative at least 2(two) working days in advance and obtain permission in writing.

31.0 DRAWINGS

The drawings accompanying the detailed bid documents are of indicative nature and issued for bidding purposes only. The main purpose of these drawings is to enable bidders to make their offer in line with the requirements of the Corporation. Bidders are to carefully examine the drawings and to point out any error, omission, defect, discrepancy, mismatch etc., before submitting their bids. The Corporation will supply necessary clarifications, based on which bidders will quote their Price. If any error, omission, defect, discrepancy, mismatch, etc. is not pointed out, the successful bidder will have to execute the work according to the corrected drawings finally prepared and approved subsequently during or before actual execution of the work at no extra cost to the Corporation. Should actual site conditions and / or nature of plant and machinery to be erected require changes / modification in design and drawings, the Contractor shall carry out such modifications at no extra cost to the Corporation. The Contractor shall execute the work strictly as per approved drawings.

32.0 TEMPORARY AND ANCILLARY WORKS

All temporary and ancillary works, including supplies connected with the work of the Contractor, shall be the responsibility of the Contractor and the Price quoted shall be deemed to have included the cost of such works and supplies.

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33.0 STAKING OUT WORK

The work to be done shall be staked out by the Contractor at his own cost and checked by the Corporation's Officers independently. The Contractor shall provide such reasonable assistance as may be required for checking free of cost. No work shall commence before such checking. The Contractor shall be responsible for:

- i) The accurate setting out of the works in relation to original points, lines and levels or reference given by Engineer in Charge in writing.
- ii) The correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the works, and
- iii) The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

The checking of any setting-out or of any line or level by Engineer in Charge shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the works.

34.0 MONSOON / DE-WATERING


The working period may spread over a period covering monsoon also. The Contractor shall plan his work in such a way that, even with minimum or no work during monsoon, the work shall be completed within the stipulated time period. No extension of completion time shall be granted on account of heavy monsoon. Similarly, no extra claim also will be entertained on account of this. During monsoon and other period, it shall be the responsibility of the Contractor to ensure keeping the equipment / materials/work site free from water. The Contractor shall coordinate with the erection contractor to ensure keeping the equipment/materials/work site free from water.

35.0 DATA TO BE FURNISHED BY THE CONTRACTOR.

The same shall be in line with Section – IV, Technical Specifications.

36.0 SANITATION

The Head of Plant may establish sanitation, watch and ward rules and regulations for all labour force employed under the Contractor and the Contractor shall follow these at his

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own cost, failing which the Head of Plant may perform them at the expenses of the Contractor.

37.0 CLEANING UP OF THE WORK SITE

Upon completion of the work, the Contractor shall remove from the vicinity of the work all plants, buildings, rubbish, unused materials, concrete forms and other like materials belonging to him or used during construction and, in the event of his failure to do so, the same will be removed by the Corporation at the expense of the Contractor and the same shall be recovered from his dues.

38.0 PROTEST

- 38.1 The Executing Authority for this Contract is the North Eastern Electric Power Corporation Ltd., and is represented by the in so far as this Contract is concerned. NEEPCO Ltd is represented at site of work by Engineer –in charge and other subordinate staff. These Officers at site are delegated with powers regarding execution, measurement and payment of works. The commitments made by these Officers at site and the NEEPCO Ltd are based on interpretation of the Contract Agreement. It may sometime happen that the Corporation / NEEPCO Ltd does not agree with the views of its / his Subordinate Officers and may have entirely different views in so far as interpretation of a Clause in the Contract Agreement is concerned. In such cases, the Corporation / NEEPCO Ltd, shall have the full right to revoke the decisions made by its / his Subordinate Officers and direct adjustment in payments based on final decisions of Corporation / NEEPCO Ltd. Such decisions of the Corporation / NEEPCO Ltd, shall be communicated to the Contractor under the title **“Decisions revoked by the ”** and shall be binding on the Contractor.
- 38.2 All points pertaining to execution of this Contract will be referred to IE/CCIE/Arbitration in case of any difference or dispute that arises which cannot be solved amicably as per Terms of Clause No.20, Section-IIIA of this document .
- 38.5 If the work under the Contract has not been completed when a dispute is referred to Independent Engineer/CCIE/Arbitration, the work shall continue and no payment due to the Contractor shall be withheld on account of these proceedings unless authorized or required by Independent Engineer/CCIE/Arbitration .

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39.0 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 NEEPCO Ltd, **or** his authorized representative.

40.0 CONTRACTOR'S RESPONSIBILITY TOWARDS EMPLOYEE


The Contractor shall have to be a registered establishment under Employees Provident Fund & Miscellaneous Provisions (EPF & MP) Act 52 and the Scheme there under & shall specify its independent code number at the time of submissions of bid. In the event the Contractor is liable under the said Act, but is not a registered establishment, the said Contractor shall immediately try to obtain code number, sub-code number, from the Regional Provident Fund Commissioner as procedure prescribed by law. The Corporation shall recover 20(twenty) percent of the bill value against each running bill and final bill, or any amount as may be prescribed from time to time if the Contractor fails to comply with the provisions of the said Act.

41.0 TERMINATION FOR DEFAULT/ DAMAGES FOR DELAY/ TIME EXTENSION

41.1 If the Contractor refuses or fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in this Contract, the Corporation may terminate the Contractor's rights to proceed with the work or such part of the work as to which there has been delay. In such event, the Corporation may take over the work or part of the work and execute the same to completion, by Contract or otherwise, and the Contractor shall be liable to pay to the Corporation any excess cost occasioned to the Corporation and the same as determined and certified by the Engineer-in-charge without prejudice to any other remedy in respect thereof belonging to the Corporation against the Contractor, or his surety may be deducted by the Corporation from any money due or to become due to the Contractor. Recoveries will also be effected under Revenue Recovery Act or otherwise as the Corporation may decide. If the work is terminated and if the termination results in savings to the Corporation, the Contractor shall have no claim, whatsoever, for such savings.

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- 41.2 If the Contractor's right to proceed be so terminated, the Corporation may take possession of and utilize all such materials, equipment and plant found necessary thereof for completing the work. The measurements and valuation of such materials, equipment or plant taken by the Corporation will be made by the Engineer-in-charge or his authorized representative and such measurements and valuation will be final and no appeal shall be admissible against it. The construction plant and other equipment belonging to the Contractor and taken over by the Corporation for completing the work shall be released back to the Contractor after completing the work, if there is no outstanding against the Contractor. As compensation for the actual facilities used in respect of T & P is not hypothecated to the Corporation, hire charges will be fixed and allowed to the Contractor by the Engineer-in-charge according to rules prevalent in the Corporation for the period the T & P is actually used for the work. Hire charges will first be adjusted towards the dues and balance, if any, and will be paid and, that too, only during final settlement of account. The Engineer-in-charge shall have the authority to ascertain the hire charges due.
- 41.3 The right of the Contractor to proceed shall not be terminated as provided in paragraph 41.1 hereof, nor the Contractor be charged under this Clause because of any delay in completion of the work due to unforeseen causes beyond the control and for no default or negligence of the Contractor including, but not restricted to, acts of God, or of the public enemy, acts of Corporation in the performance of contract, acts of another Contractor in the performance of contract with the Corporation, fire, floods, epidemics, quarantine, restrictions, strike, freight - embargoes, unusually severe weather or delays of Sub - Contractors or suppliers due to such causes, as mentioned above, provided that the Contractor shall, within 10 (ten) days from the beginning of any such delay, notify the Engineer-in-charge in writing of the cause of delay. The Engineer-in-charge shall ascertain the facts and the extent of delay of and suitably extend the time for completing the work or stage of work when in his judgment the finding of fact justify such an extension. The period of extension of time shall be determined by the Corporation after taking into consideration the nature of the work delays and practicability of its execution during the period of extension.

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42.0 ENGINEER'S SUPERVISION

To eliminate delays and avoid disputes and litigation it is expressly understood by both the parties entering into the Contract that the matter and question shall be referred to the Engineer-in-charge and his decision given in writing shall be binding, and shall be implemented by both the parties. The work shall be performed under the direction and supervision of the Engineer -in -Charge.

43.0 POSSESSION PRIOR TO COMPLETION

The Engineer-in-charge shall have the right to take possession of or use any completed part of work. Such possession or use shall not be deemed as an acceptance of any work completed in accordance with the Contract.


44.0 START UP / COMMISSIONING SPARES, CONSUMABLES

It is the responsibility of the Contractor to provide, at his own cost, all start up / commissioning spares and consumables required for erection, testing and commissioning of all equipments, till the equipments are successfully commissioned and taken over by the Owner. Cost of all Start Up / Commissioning Spares and consumables shall be deemed to be included in Contract Price. Spares, consumables which are not consumed during the commissioning period shall remain the property of the Purchaser/Owner and shall be handed over after commissioning / PG test.

45.0 MATERIALS, APPROVAL AND THEIR USE / STORAGE

45.1 All materials to be supplied by the Contractor shall be of best quality capable of satisfactory operation and as specified in the technical specification. Unless otherwise specified in the technical specification, they shall conform to the latest and relevant specifications of the Bureau of Indian Standards. All materials or articles shall have to be approved by the Corporation. Samples shall be submitted for approval when so directed and the materials or articles used without such approval shall meet the risk of subsequent rejection. The Engineer-in-charge shall have the right to inspect and test the materials at the risk, cost and responsibility of the Contractor. Such approval shall not absolve the Contractor from his responsibility to use materials and articles as per specification.

45.2 Unless otherwise specified, the Contractor shall, at his own expenses, provide and furnish sheds and yards having adequate durability, in such situations and in such numbers as in

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the opinion of the Engineer-in- Charge, are requisite for carrying out the work under this Contract for the storage of materials arranged by him or handed over to him by the Corporation. The Contractor shall keep at each of such sheds and yards sufficient quantity of materials in stock, so as not to delay the carrying out of the works with due expedition and as per milestones agreed.


46.0 CONSTRUCTION TOOLS AND EQUIPMENT

Except in case where the Purchaser's express permission is applied for and received in writing, no use of the Purchaser's plant facilities, such as cranes and machine shop, shall be made by the Contractor or his employees.

The Purchaser shall not be responsible or held responsible for any damage to person(s) or property consequent upon use, misuse or failure of any construction tools and equipment used by the Contractor. Even though such construction tools and equipment may be furnished, rented or loaned to the Contractor, the acceptance and / or use of such construction tools and equipment by the Contractor shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save harmless the Purchaser from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

47.0 LIEN TO WITHHOLD ANY PAYMENT DUE TO THE CONTRACTOR

The Corporation shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents and / or also on and over the guarantee fund or amounts under the conditions of Contract in respect of any debt or sum that may become due and payable to the Government and / or Corporation by the Contractor, either alone or jointly with another or other and either under this or under any other Contract or transactions of any nature, whatsoever, between the Government and / or Corporation and the Contractor and also in respect of any Government tax and taxes or other money which may become due and payable to the Government by the Contractor either alone or jointly with another under the provisions of the Government Acts or any other statutory enactment or enactment in force in modifications or substitutions thereof. The Corporation shall, at all times, be entitled to deduct the said debt or sum or tax due

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by the Contractor from the money, securities like Bank Guarantee or deposits which may become payable or returnable to the Contractor under these presents.

48.0 NO CLAIM FOR DELAYED PAYMENT DUE TO DISPUTE ETC.,


No claim for interest or damages will be entertained by the Corporation with respect to any money or balance which may be lying with the Corporation owing to any dispute, difference or misunderstanding between the Engineer-in-charge on the one hand and the Contractor on the other or with respect to any delay on the part of the Engineer - in - Charge in making periodical or final payments, or in any other respect whatsoever provided the delay contemplated herein above shall not be unreasonable.

49.0 CONTRACTOR'S RISK

- 49.1 The Contractor shall take upon himself the whole risk of executing the works and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Corporation.
- 49.2 The Contractor shall, at his own cost, make good to the satisfaction of the Corporation, all damages, loss or injury that may happen to any portion of the works.
- 49.3 All kind of maintenance during execution till handing over shall be the responsibility of the Contractor at no extra cost to the Corporation.

50.0 WITHHOLDING PAYMENT

- 50.1 The Purchaser may withhold the whole or part of any payment for the work claimed by the Contractor which, in the opinion of the Purchaser, is necessary to protect himself from loss on account of: -
 - i. Defective work not remedied or guarantee/warranty not met.
 - ii. Failure by the Contractor to make payments for materials, labour employed by him and their PF dues.
 - iii. Claims filed against the Contractor.
 - iv. Loss to another Contractor directly employed by the Purchaser.
 - v. Insufficient progress.
 - vi. Damage or loss of property or equipment supplied for and of the Purchaser.
 - vii. If legal case is instituted by the local government or default of the Contractor.

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50.2 When the grounds for withholding payment are removed, payments of the amount due to the Contractor shall be made by the Purchaser without delay.

50.3 The bidder shall have to provide information regarding availability of necessary facilities for after sale services and shall have to certify that prompt after sale service will be provided even after expiry of warranty period.

51.0 TAXES AND DUTIES

For Taxes and Duties, Bidder shall refer to Clause 23.0 Sec-II, Instruction to Bidders of this Volume.

52.0 COMPLETION CERTIFICATE

The issue of completion certificate shall be without prejudice to the Owner's right and Contractor's liabilities under the Contract, including the liabilities for the defect liability period. Similarly, issue of completion certificate shall not be construed as a waiver of any right or claim of the Owner against the Contractor in respect of the works for which the completion certificate has been issued.


53.0 DEFECT LIABILITY PERIOD

53.1 The Contractor shall be responsible to make good and rectify, at his own expenses, and within such period as may be stipulated by the Engineer -in-charge, any defect which may develop or may be noticed before the expiry of the warranty period, intimation of which shall be sent to the Contractor within 7 (seven) days of expiry of the said period, by a letter sent by hand delivery or by Registered Post or by FAX.

53.2 The Contractor shall be responsible for satisfactory erection of equipment, machineries, materials, devices, structures covered by the specification and if defects are found, detected or discovered due to defective erection during the defect liability period mentioned above in any of the equipment, machineries, materials, devices, structures erected by the Contractor shall be made good by the Contractor at no cost to the Corporation.

54.0 ISSUE OF CORPORATION'S STORES AND PLANT AND MACHINERY

Unless otherwise specifically mentioned in the Contract Agreement, Stores / materials, if issued by the Corporation, will be in NEEPCO scope. The Contractor shall use such

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stores / materials very judiciously as per norms / standards / practice or as directed by the Engineer –in-charge.

Whenever plant / machinery required for the work are available with the Corporation, these may be issued to the Contractor on hire basis subject to the conditions prescribed below.

The plant / machinery will be issued on hire charges as per contractual rate. If there is no contractual rate, recovery will be made at the prevailing hire charges.

The period of hire charges will be counted from the time the plant / machinery leaves its premises to the time it is placed back thereto. Unless otherwise specified, the hire charges will be on daily basis. Part of the day will be counted as full day. The hire charges shall be recovered from the next available bill.

The issue of such plant and machinery will, however, be purely at the discretion of the Corporation.


Unless otherwise specified, the plant and machinery will be handed over to the hirer only at the place where they are stored and shall be returned by the Contractor to the same place.

Notwithstanding the fact that the plant and machinery is operated by the departmental crew, the Contractor shall be solely responsible for any defect other than for normal wear and tear, any loss and damage to the said plant and machinery till these are returned to the Engineer-in-charge. The decision of the Engineer –in-charge in respect of assessment of defects, loss and damage and the amount of recovery thereof shall be final and binding on the Contractor.

The Contractor shall be liable to pay all compensation to the departmental crew as per Workman's Compensation Act, 1923, as amended till date, for any injury caused to the departmental crew on the job with the machine at site of work or elsewhere when in operation or otherwise during transit, as if the crew was employed by the Contractor himself. If the Corporation as principal employer under the said Act pays such compensation, the same will be recovered from the Contractor.

55.0 PRICE VARIATION

Bidder shall refer to Clause 21 of Sec-II, Instruction to Bidders of this Volume.

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56.0 TIME LIMIT FOR CLAIMS

Any claim raised by the Contractor should be raised before the Head of Plant, NEEPCO Ltd / Engineer-in-charge, as the case may be, and not before any Subordinate Authority, within 90 (ninety) days from the earliest date he could have raised the claim. He is precluded from raising any such claim after the expiry of the above period.

57.0 SAFETY

Prevention of all types of accidents is the responsibility of the Contractor. The Contractor shall arrange and adopt all comprehensive safety measures and codes in every stage of works at his own cost and his employees and workmen shall follow all safety measures, procedure, rules and regulations vigorously at all times. The Contractor, at his own cost, shall train his people about safety measures, codes, procedure rules and regulations. The Contractor shall be solely responsible for all losses and / or damages arising out of any lacking in this respect and any resultant accident. Before the start of the work, the Contractor shall submit a safety engineering programme to the Engineer-in-charge and all the safety measures, which are to be adopted by the latter.


58.0 REMOVAL OF IMPROPER WORKS AND MATERIALS

According to instruction of the Engineer-in-charge, the Contractor shall, at his own expense, remove from the site:-

- (a) All materials which are not required for the work and which are supplied by the Contractor.
- (b) All defective materials supplied by the Contractor and which have been rejected by the Engineer-in-charge.
- (c) Resultants of any defective works which have been rejected by the Engineer-in-charge.

59.0 ADHERENCE TO MANUFACTURER'S INSTRUCTIONS

The Contractor shall work so as to ensure that the erection procedure adopted by the Erection Contractor as well as completed erection of equipment is such as not to interfere with or prevent equipment from functioning as intended, as well as to the entire satisfaction to the Owner / Engineer. The Contractor shall also carry out all checks and approve any erection procedure and/ or final setting and alignment of components, in

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order to satisfy themselves that alignment of components has been carried out as intended by them. In case of any dispute, the decision of the Owner / Manufacturer's erection supervisor shall be final.

60.0 HINDRANCE REGISTER

The Contractor, at his own expense, shall maintain hindrance register specifically showing the reasons for hindrance to satisfactory progress of the work. Any hindrance due to Force Majeure conditions shall be specifically mentioned in the register and shall be signed by the site representative of the Engineer-in-charge and the Contractor. At the end of each month, a statement of hindrance due to Force Majeure may be prepared and approved by the Engineer-in-charge. This statement will have to be furnished while applying for time extension. This is in addition to all other records to be maintained by the Contractor.


61.0 SUBLETTING OF WORK

No part of the work shall be sublet by the Contractor directly or indirectly to anybody without prior permission in writing of the Engineer-in-charge.

At the commencement of the work, the Contractor shall furnish to the Engineer-in-charge a list of Sub-Contractors to be engaged by him with particulars of work to be done by them, for approval of Engineer In Charge.

In case of sub-letting or sub-contracting, all conditions of Contract shall be applicable on sub-let / Sub-Contractor and the sub-let / Sub-Contractor shall jointly and severally remain liable to the Owner in respect of work and terms and conditions of Contract. An undertaking in this respect from the sub-let / Sub-Contractor shall have to be submitted, if desired by the Engineer-in-charge. However, the Contractor shall remain solely responsible for the quality, proper and timely execution of the work and for the performance of all conditions of the contract in all respects as if such sub-letting or sub-contracting has not taken place and as if such work had been done by the Contractor himself.

If the Sub-Contractor executes any work which in the opinion of the Engineer -in-charge, is not as per condition of the contract, or if the former does any thing which is contrary to the interest of the Owner, the Engineer-in-charge in writing will request the Contractor to

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terminate the Sub-Contractor and to remove him from the site forthwith, failing which the Engineer-in-charge shall have the right to remove the Sub-Contractor from the site. Such action shall neither relieve the Contractor from any of his obligation under the Contract nor give rise to any right to compensation or extension of time or otherwise.

62.0 QUALITY ASSURANCE PLAN / QUALITY CONTROL

The bidder shall strictly adhere to the Quality Management and procedures according to the latest standards, codes, norms and prevailing practices and according to the instructions outlined in the specification and of the Engineer-in-charge during the execution of the Contract.

The Contractor shall furnish a Quality Assurance Manual containing the details of the personnel responsible for Quality Management Plans, programme and procedures to be followed for Quality Control in respect of all construction activities, design, engineering, installation / erection, testing, trial run, commissioning etc., immediately on placement of the letter of intent.

63.0 TECHNICAL FORMS

Technical forms / Technical data sheet of the bid specifications as provided in the bid specifications shall be duly filled in by all the bidders.


1.1.1.1.1.5 FORM 1 FOR REGISTRATION OF WORKMEN

1.1.1.1.1.6 FORM 2 FOR REGISTRATION OF WAGES CUM MUSTER ROLL

SECTION- B SAFETY ENGINEERING AND SAFETY CODE

64.0 CROSS – FALL BREACH LIABILITY:

As the supply-cum-erection Contract is of single source responsibility, to facilitate the execution, the Contract shall be divided into two i.e. one for supply and the other for work and service. Further, there shall be Cross-fall-breach liability covering both the Contracts. The Contractor agrees and confirms that all the terms and conditions applicable in Supply Contract shall also be applicable in Works Contract and vice versa and it is expressly understood and agreed to by the bidder that any breach in the Supply Contract shall automatically be deemed to be a breach in the Work Contract and vice versa. Any breach or occurrence giving the Corporation the right to terminate the Supply Contract and / or recover damages there under shall also give the Corporation the right, at its sole discretion, to terminate the Works Contract and / or to recover damages and / or to get the work done under the Works Contract from alternative sources at the risk, cost

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and responsibility of the Contractor, but without any right to the Contractor for any compensation, whatsoever. Any such breach in the Supply Contract shall not relieve / discharge the Contractor in any manner, whatsoever, from any of the Contractor's obligations under the Works Contract, unless permitted in writing by the Corporation. It is also agreed by the Contractor that plant / machinery / equipment supplied under the Supply Contract, when erected and commissioned under the Works Contract, shall give satisfactory performance in accordance with the terms and conditions of the Supply Contract.

SECTION – A: CONTRACTOR'S LABOUR REGULATIONS AND LABOUR WELFARE

Some of the principal articles of Contractor's Labour Regulations and Labour Welfare are reproduced in this section for guidance without any commitment on the part of the Corporation.

Contractors shall, however, make themselves acquainted with the laws and regulations, viz., the Contract Labour Act of the Govt. as amended from time to time.

A-1 LABOUR REGULATIONS:


A.1.01 These rules shall apply to all construction works carried out under this contract.

A.1.02 In these regulations, unless, otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them:

- a. "Labour" means workers employed by a Contractor directly or indirectly through a sub-Contractor, or by an agent on his behalf.
- b. "Fair Wage" means wages which shall include wages for weekly day of rest and other allowance, whether for time or piece of work after taking into consideration prevailing market rate for similar employment's in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.
- c. "Contractor" for the purpose of these Regulations shall includes an agent or sub-Contractor employing labour on the work taken on contract.
- d. "Inspection 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.

A.1.03 NOTICE OF COMMENCEMENT:

The Contractor shall, within 7 (seven) days of commencement of the work, furnish in writing to the Inspection Officer of the area concerned the following information: -

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- a. Name and situation of the work.
 - b. Contractor's name and address.
 - c. Particulars of the Department for which the work is undertaken.
 - d. Name and address of sub-Contractors as and when they are appointed.
 - e. Commencement and probable duration of the work
 - f. Number of workers employed and likely to be employed
 - g. "Fair Wages" for different categories of workers.

A.1.04 Number of hours of work that 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 that 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 on any 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 the worker is entitled to.

A.1.05 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 weekly rest day unless he has or will have a substituted rest day, on one of the 5 (five) days immediately before or after the rest day for a whole day.


Where in accordance with the foregoing provision, a worker works on the rest day and has been given a substituted rest he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

A.1.06 FIXATION OF WAGES PERIODS:

The Contractor shall fix period in respect of which wage shall be payable. No wage period shall normally exceed 1 (one) week.

A.1.07 PAYMENT OF WAGES:

- i. Wages due to every worker shall be paid to him direct. All wages be paid in current coins or currency or in both.
- 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 day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceed 1,000.

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- iii. When employment of any worker is terminated by or on behalf of the Contractor, the wage earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv. Payment of wage shall 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 labour is employed on a work which is in progress.

A.1.08 REGISTER OF WORKMAN:

A register of workmen shall be maintained in **Form 1**, annexed herewith 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.

A.1.09 EMPLOYMENT CARD:


The Contractor shall issue as employment Card, to each worker on the day of work or entry into his employment. If a worker has, any such card with him issued by the previous employer, the Contractor shall only endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

A.1.10 REGISTER OF WAGES ETC.

- h. A register of Wage-cum-Master Roll in **Form 2**, annexed herewith shall be maintained and kept at the work site or as near to it as possible.
- ii. A wage slip shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

A.1.11 FINES & DEDUCTIONS WHICH MAY BE MADE FROM WAGES.

- i. Wages of a worker shall be paid to him without any deduction of any kind except the following:-
 - a. Deductions for absence from duty i.e. from the place where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - b. Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money, which he is required to

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account for where such damage or loss is directly attributable to his neglect or default.

- c. Deduction for recovery of advance or for adjustment of over payment of wages. Advance granted shall be entered in a register; and
- d. Any other deduction, which the Government may, from time to time allows.
- ii. No fines shall be imposed on any worker save in respect of such acts and commissions on his part as have approved by the Chief Labour Commissioner.
- iii. No fines shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv. The amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
- v. No fine imposed on a worker shall be recovered from him in installment or after expiry of 60 (sixty) days from the date of which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

A.1.12 PRESERVATION OF REGISTERS


The register of workmen and the register of wage-cum-muster roll required to be maintained under these Regulations shall be preserved for three years after the date of which the last entry is made therein.

A.1.13 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 dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor indicating full details of the recoveries proposed and the reason's thereof. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amount from payment due to the Contractor.

A.1.14 DISPOSAL OF AMOUNT RECOVERED FROM CONTRACTOR:

The Engineer-in-Charge shall arrange payment to workers 45 (forty-five) days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 1.16 of these Regulations. In case where there is an appeal payment of workers dues would be arranged by the Engineer-in-Charge wherever such payment arises, within 30 (thirty) days from the date or receipt of the decision of the Regional Labour Commissioner (R.L.C).

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A.1.15 WELFARE FUND

All money that may be recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as, whereabouts of workers not being known, death of a workers, etc. and also amount recovered as penalty shall be credited to a fund to be kept under the custody of the R.L.C. for such benefit and welfare of worker employed by Contractors as are prescribed by the Chief Labour Commissioner.

A.1.16 APPEAL AGAINST DECISION OF INSPECTING OFFICER

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within 30 (thirty) days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.


A.1.17 REPRESENTATION OF PARTIES

- i. A workman shall be entitled to be represented in any investigation or inquiry under these regulations by an Officer of registered Trade Union of which he is a member or by an Officer of Federation of Trade Unions to which the said Trade Union is affiliated or where the worker is not a member of any registered Trade Union connected with, or by any other workman employed in the industry in which the worker is employed.
- ii. A Contractor shall be entitled to be represented in any investigation or inquiry under these Regulations by an officer of an association of Contractor of which he is a member or by an officer of a Federation of associations of Contractor to which said association is affiliated or where the Contractor is not a member of any association of Contractors, by an officer of association of employees, connected with or by any other employer engaged in the industry in which the Contractor is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or inquiry under these Regulations.

A.1.18 INSPECTION OF BOOKS AND OTHER DOCUMENTS

The Contractor shall allow inspection of the Registers and other Documents Prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representatives at any time and by the worker or his agent on receipt of due notice at a convenient time.

A.1.19 INTERPRETATION ETC

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On any question as to application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or the Dy. Chief Labour Commissioner (Central) shall be final and binding.

A.1.20 AMENDMENTS

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

A.2 LABOUR WELFARE

A.2.01 DEFINITIONS

- a. "Workplace" means a place at which on an average twenty or more workers are employed.
- b. "Large workplace" means a place at which, on an average five hundred or more workers are employed.

A.2.02 FIRST AID


At every workplace, there shall be maintained in a readily, accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in order and, in large workplace, they shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained Compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an Ambulance room of prescribed sizes, containing prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For the purpose, the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

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A.2.03 ACCOMMODATION FOR LABOUR

The Contractor shall, during the progress of the works, provide, erect and maintain necessary living accommodations and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in-Charge.

A.2.04 DRINKING WATER

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labourers sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 50 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine drain or any other source of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning, or inspection which shall be done at least once a month.

A.2.05 WASHING AND BATHING PLACE


Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained conditions.

A.2.06 SCALE OF ACCOMMODATION LATRINE AND URINALS

There shall be provided within the premises of every workplace latrine and urinals in an accessible place, and the accommodation separately for each of these, shall not be less than at the following scales:

	<u>SCALES</u>	<u>No.of Seats.</u>
a.	Where number of persons does not exceed 50.	2 Nos
b.	Where number of persons exceed 50 but not exceed 1000	3 Nos.
c.	For additional persons	3 per 100 or part thereof.

In particular cases, the Engineer-in-Charge shall have the power to vary the scale, where necessary.

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A.2.07 LATRINE AND URINALS

Except in workplace provided with water flushed latrines connected with a water-borne system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least over in a year.

If women are employed, separate latrine and urinals screened from those for men and marked in the vernacular in conspicuous letter “for women only” shall be provided on the scale laid down in Rule B206. Those for men shall be similarly marked. “For men only”. A poster showing the figure of a man and or women shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrine and urinals.

A.2.08 CONSTRUCTION OF LATRINES

Inside wall shall be constructed of masonry or other non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates for cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.


A.2.09 DISPOSAL OF EXCRETA

Unless otherwise arranged by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, Health and Municipal or Cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 150 cm layer of earth for a fortnight (when it will turn into nature).

The Contractor shall, at his own expenses, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor’s work people or employees at the site. The Contractor shall be responsible for payment of any charges, which may be levied by Municipal or Corporation authority for execution of such work on his behalf.

A.2.10 PROVISION OF SHELTERS DURING REST

At every workplace, there shall be provided free of cost 4 (four) suitable sheds, 2 (two) for meals and two others for rest, separately for use of male and female labour. Height of each shelter shall not be less than 3 meters from floor level at lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sq. m. per head.

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A.2.12 CANTEEN

A cooked food canteen on a moderate scale shall be provided for benefit of workers wherever it is considered necessary.

A.2.13 Planning, sitting and creation of the above mentioned structure shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation, shall, at all times during the progress of works, be kept tidy and in clean and sanitary conditions to the satisfaction of the Engineer-in-Charge at the Contractor's expenses. The Contractor shall confirm generally to sanitary requirement of local Medical, Health and Municipal or Corporation authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

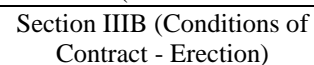
On completion of the works, the whole of such temporary structure shall be cleaned, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expenses.


A.2.14 INTERPRETATIONS

On any question as to the application, interpretation of effect of these Rules, the decision of the Chief Labour Commissioner or the Chief Labour Commissioner (Central) shall be final and binding.

A.2.15 AMENDMENTS


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

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Note :

1. The Contractor shall furnish a copy of the register of workmen to the Engineer In Charge of the work for permanent record in his office.
2. Column No. 12 to be filled in by Corporation on receipt of details of termination from the Contractor.
3. Copies of register with photographs of workmen shall be sent to the Engineer in charge.

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FORM – 2: REGISTER OF WAGES CUM MUSTER ROLL

(Regulation – 9)

1. Name and address of the Contractor

2. No. & date of the Contract


3. Name and address of the department awarding the contract

4. Nature of the contract and location of work

5. Duration of the contract

6. Wage Period

Sl. No.	Name & surname of worker	Father's/ husband's name	Designation/nature of work	Daily attendance (No. of unit worked 1,2,3,4, 5,6,7)	Total attendance units	Basic	D.A.	Other allowances	Date	Over time worked. No. of over time hrs wages earned	Total wages paid	Deduction from wages				Other deductions	Net wages payable
												Fin e	Deduction for damage or loss	Hou se rent	Re cov ery Ad van ce		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

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-
1. Date of payment

 2. Signature or thumb impression of worker

 3. Remarks

SECTION – B: SAFETY ENGINEERING AND SAFETY CODE

1. SAFETY ENGINEERING:

B.1 Accident prevention shall be an essential part of the programme of the Contractor for the erection of equipment under the scope of the Contract, cost of construction being measured in terms of:


- a. Human Life sacrificed
- b. Temporary and permanent injuries to workers.
- c. Loss of materials resulting from accident.
- d. Loss of damage to equipment.
- e. The cost of workman's compensation insurance.
- f. Loss of time due to accident.

The safety programme should be developed to cope with particular hazards associated with erection.

B.1.2 GENERAL SAFETY PROGRAMME:

The following programme, when vigorously promoted by the Contractor, may be effective in reducing accident rate on erection activities.

- a. Secure full support of top Management of the Contractor.
- b. Designate someone in the Organization to direct the safety programme. Contractor should be responsible for all safety training and should have authority to inspect all operations to assure that adequate safety practices are adopted.
- c. Publicise safety programme.
- d. Develop a safety programme for each job.

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- e. Indoctrinate new employees.
 - f. Make safety practices effective.
 - g. Promote good house keeping.
 - h. Maintain adequate first aid facilities.
 - i. Seek assistance from Insurance Agencies, if available.

2. SAFETY CODE

The safety code detailed herein below may be followed.

B.2.08 SAFETY EQUIPMENT:

All necessary personal safety equipment (PPE's) as considered adequate by the Engineer-in-charge should be kept available for use of persons employed on the site and maintained in a conditions suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those:-

- a. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the suitable railing and provided with warning signals or boards to prevent accident to the public.
- b. 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.

B.2.09 DROWNING RESCUE AND AID: -


When the work is done near a 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 made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

B.2.10 HOISTING MACHINES AND TRACKS LIKE CRANES, CABLEWAYS ETC.

B.2.13 DISPLAY OF SAFETY PROVISION:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

B.2.14 INSPECTIONS BY OFFICERS:

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To ensure effective enforcement of the Rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-charge of the department or his representative.

B.2.15 SAFETY ACTS AND RULES:

Notwithstanding the above clauses, there is nothing in these to exempt the Contractor to exclude the operations of any other act or rule in force in the Republic of India.

B.2.16 ADDITIONAL COMPENSATION:

No additional compensation will be paid to the Contractor for any works carried out for Safety Engineering or Code. The rates quoted by the Contractors for various items shall include these incidental costs.

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SECTION – IIIC GENERAL TECHNICAL CONDITIONS



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1.0 GENERAL :

This part covers technical conditions pursuant to the Contract and will form an integral part of the Contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out for each equipment in Section-IV.

2.0 LIMIT OF CONTRACT:

Equipment furnished shall be new and complete with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and / or needed for the erection, testing, commissioning, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications and unless included in the list of exclusions. Terminal points as clearly defined in the drawings together with the list of inclusions and exclusions in the contract documents shall define the scope of the Contract. All similar standard components/parts of similar standard equipment provided shall be interchangeable with one another.

3.0 TECHNICAL DOCUMENTS:

3.1 General

Technical Documents comprise all drawings, calculations, catalogues and engineering data to be submitted to the Engineer by the Contractor in accordance with the Specifications.


3.2 Drawing Detail

All drawings submitted by the Contractor shall be in sufficient detail to indicate the type, size, arrangement, weight of each component, breakdown for packing and shipment, the external connections, fixing arrangements required, dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the drawing schedules.

3.3 Drawing Marking

Each drawing submitted by the Contractor shall be clearly marked with the name of the purchaser, the unit designation, the specification title, contract number and the name of the project. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, marking and writings on the drawing shall be in English. All the dimensions shall be in Metric units.

3.4 Review of Technical Documents by the Engineer

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3.4.1 Time and manner of submission

The submissions of Technical Documents for review by the Engineer/Purchaser shall be in accordance with the schedule to be mutually agreed upon by the Engineer/Purchaser and the Contractor before signing the Contract Agreement. Technical Documents shall be submitted such as to allow review by the Engineer, revision by the Contractor and subsequent further review by the Engineer, and in any case not less than 30(thirty) days before the drawings are required, to meet the agreed program of work. The drawings sent for approval to the Engineer/Purchaser shall be in accordance with the “Document Distribution Schedule”.

3.4.2 Review and modification

The drawings submitted by the Contractor shall be reviewed by the Engineer/Purchaser and shall be modified by the Contractor if any modifications and / or corrections are required by the Engineer/Purchaser. One print of such drawing will be returned to the Contractor by the Engineer marked “Approved”. “Approved with corrections” or “Rejected”. The Contractor shall make modifications and or incorporate such corrections as may be requested by the Engineer and resubmit the drawings for approval within the scheduled time. After the drawings are “Approved” the Contractor shall thereupon furnish the Purchaser with the drawings, documents and manuals as per the “Document Distribution Schedule”. The time for drawing approval by the Engineer/Purchaser will be 15 days from receipt to dispatch. The Contractor and the Engineer shall use an express mail delivery system.


3.4.3 Contractor’s responsibilities not limited by Engineer’s Review

The review of these Technical Documents by the Engineer/Purchaser will cover only general conformance of the data to the specification and documents interfaces with the equipment provided under the specification, external connections and of the dimensions which might affect plant layout. This review by the Engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted.

This review and/or approval by the Engineer/Purchaser shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviation from the requirement specified under these specification and documents.

3.5 Incorporation into the Contract

All Technical Documents submitted by the Contractor after final process including review and approval by the Engineer/Purchaser shall form part of the Contract Documents and the entire works performed under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Engineer/Purchaser in writing.

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3.6 Distribution

The distribution of various drawings/data sheets and instruction manuals etc. shall be arranged by the Contractor as per the “Document Distribution Schedule” given in the annexure to this section.

4.0 INSTRUCTION MANUALS:

The Contractor shall submit to the Engineer/Purchaser instruction manuals for all the equipment covered under the Contract at least 60 (sixty) days prior to commencement of installation of the equipment. The instruction manuals shall contain full details and drawings of all the equipment furnished, the erection procedures, commissioning and testing procedures, operation and maintenance procedures of the equipment in separate volumes in accordance with the requirements of the Technical Specifications. These instruction manuals shall be submitted in accordance with the “Document Distribution Schedule”.

If after the commissioning/initial operation of the plant, the instruction manuals require any modifications/additions/changes, the same shall be incorporated and the updated final instruction manual in accordance with the “Document Distribution Schedule” shall be submitted by the Contractor to the Purchaser.

5.0 FIRST FILL OF CONSUMABLES, OILS AND LUBRICANTS:


The first fill of consumables such as oils, lubricants and essential chemicals, etc. which will be required to put the equipment covered under the scope of the contract into successful trial operation shall be furnished by the contractor. In case of imported oils, lubricants and other consumables, the contractor shall indicate the indigenous equivalents to enable the purchaser to arrange subsequent fills. Preference should be given to indigenous oils and lubricants during first filling itself. Short shelf life items, if any may be supplied in a phased manner keeping in view of the actual use and shelf life.

6.0 MANUFACTURING AND DELIVERY SCHEDULE:

The Contractor shall submit a detailed PERT network, duly considering the time frame agreed above covering all activities, key phases of the work such as, but limited to, design, drawings, procurement, manufacturing, shipment, delivery at destination, erection, testing and commissioning within 30 (thirty) days from the date of Letter of Intent.

7.0 REFERENCE STANDARDS:

The codes and /or standards referred to in these specifications shall govern. In all the cases wherever such references are made in case of conflict between such codes and/or standards and the specification, the latter shall govern. Such codes and/or standards

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referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies up to the date of submission of the bid. Any change thereafter shall be mutually agreed. In case of any further conflict in this matter, the same shall be referred to the Engineer/Purchaser, whose decision, if given in writing, shall be implemented. Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

8.0 DESIGN IMPROVEMENTS:

The Engineer/Purchaser may propose changes in the specifications of the equipment or quality thereof and if the parties agree upon any such changes the specification shall be modified accordingly.

If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the contractor proceeds with the change. Following such agreement, the provisions thereof shall be deemed to have been amended accordingly.


It is, however understood that no extra payment will accrue to the Contractor on this account if the change asked for is for an equipment found to be inadequate in operation or not operating properly.

9.0 ENGINEER'S SUPERVISION:

To eliminate delays and avoid disputes and litigation it is to be agreed between the parties to the contractor that all matter and question shall be referred to the Engineer and his decision given in writing shall be implemented by both the parties.

The work shall be performed under the direction and supervision of the Engineer. The scope of the duties of the Engineer pursuant to the Contract will include but not to be limited to the following:

- a) Interpretation of all the terms and conditions of these documents and specifications.
- b) Review and interpretation of the Contractors drawing, Engineering data, etc.
- c) Witness or authorise his representative to witness tests and trials either at manufacturers' works or at site, or at any other place where work is performed under the contract.
- d) Inspect, accept or reject any equipment and materials under the Contract.
- e) Issue certificates of inspection, testing, acceptance and progressive and final payment.

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f) Review and suggest modifications and improvements in completion schedules from time to time, and

g) Supervise the quality assurance programme implementation at all stages of the work.

10.0 QUALITY ASSURANCE PROGRAMME:

The Contractor shall prepare, submit and discuss with the purchaser and based on the discussions, finalise within thirty (30) days from the date of letter of award, a detailed Quality Assurance Programme, for all components of the equipment manufactured by Contractor setting out during the various stages of manufacture, the quantity practices and procedures to be followed by his quality control organisation, the relevant reference documents/standards, acceptance level, inspection documentation raise, etc. in these quality plans the Purchaser will identify “Hold Points” beyond which work will not progress without his consent in writing. For the components/equipment, purchased by the Contractor for purpose of this contract, his purchase specifications and enquiry shall call for such quality plans along with their proposals. The Quality Assurance Programme of the Contractor shall be discussed and finalised in the aforesaid manner and shall form part of this purchase order on his sub-vendor. The Purchaser also reserves the right to carry out quality audit and quality surveillance of the system and procedures of Contractor’s /his vendor’s quality audit and quality management and control activities. The Contractor shall extend all facilities to the Purchaser for the purpose, however, such audit and quality surveillance by the Purchaser shall not relieve the Contractor of any of his responsibilities under the terms of Contract.


At least ninety (90) days prior to installation, the Contractor shall furnish the field quality manuals for the various field activities detailing the procedures and inspection check list for transportation storage/preservation, erection, pre-commissioning and commissioning activities.

The field quality manuals shall indicate the various assembly/erection/operation tolerances and the limits of deviations for each individual equipment and system.

Model Quality Plan is attached at Annexure – A.

11.0 INSPECTION / TESTING AND ENGINEER’S INSPECTION / TEST CERTIFICATE:

The Engineer and / or his duly authorized representative shall have at all reasonable times access to the Contractor’s premises or works and shall have the power to inspect or examine the material or workmanship of the work during its manufacture and if part of the work is being manufactured or assembled on other premises or works, the Contractor shall obtain for the Engineer and for duly authorized representative permission to inspect as if the works were manufactured and assembled on the Contractor’s own premises or works.

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The Contractor shall give the Engineer/inspector fifteen (15) days written notice of any material being ready for testing. The Engineer/Inspector unless the inspection of the tests is in writing waived, shall attend such tests within fifteen (15) days of the date of which the equipment is notified by the contractor as being ready for test/inspection failing which, the Contractor may proceed with the tests which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the Engineer duly certified copies of test results in quadruplicate, for approval of the Engineer. However, waiver accorded by the Engineer will not absolve the contractor towards the execution of the contract in conformity with the contract agreement.


The Engineer or Inspector shall within 15 (fifteen) days from the date of inspection as defined herein give notice in writing to the Contractor, of any objection to any drawings (unless already approved earlier), testing procedures and testing facilities and all/or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objection and shall make the modifications that may be necessary to meet the said objection at no extra cost to the Purchaser.

When the factory tests have been completed at the Contractor's or sub-contractor's works, the Engineer/Inspector shall issue a certificate to this effect within 15 (fifteen) days after completion of tests but if the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued within 15(fifteen) days of receipt of the contractor's test certificate by the Engineer/Inspector only when the tests have been carried out as per relevant codes/standard. The completion of these tests, or the issue of the certificate shall not bind the Purchaser to accept the equipment, should it on further tests after erection, be found not to comply with the contract.

In all cases where the Contract provides for tests, whether at the premises/works of the Contractor or of any sub-contractor of the Contractor, the contractor shall provide free of charge such items as labour, materials, electricity, fuel, water, stories, apparatus and instruments as may reasonably be demanded by the Engineer/Inspector or his authorised representative(s) to carry out effectively, such tests of the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector or to his authorised representative to accomplish testing.

The inspection by Engineer and issue of certificate thereon, waiver of inspection & testing and approval of inspection/test certificates shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the contract.

At least thirty (30) days prior to the requested date for inspection/testing, the Contractor shall submit four copies of un-priced factory or shop orders for major items of materials purchased/to be purchased for use in the works or in the manufacture of major items of plant/ equipment which will require inspection/testing by the Purchaser at the places

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other than the Contractor's works before shipment. In such cases all the above mentioned clauses will apply.

When the inspection/test has been satisfactorily completed the Engineer will issue an inspection/test certificate to that effect.

12.0 FINAL ACCEPTANCE


Upon successful erection, testing and commissioning of the plant/equipment by Contractor/supplier of the plant/equipment and performance of plant/equipment without any abnormal operation and with all parameters of the plant/equipment within acceptable limits, the Engineer-in-Charge will issue the Final Acceptance Certificate. However, issue of such certificate will not absolve the contractor/supplier from any of his obligations which otherwise survive by the terms and conditions of the contract after issuance of such certificate. The Engineer-in-Charge shall issue unit wise Final Acceptance Certificate. However, Acceptance Certificate of the common systems shall be issued along with the last unit.

13.0 DETAILS OF DOCUMENT DISTRIBUTION SCHEDULE

Sl. No	Document	Total no. of copies	HQ, o/o ED (C&P)	HQ, ED (O&M)	D&E	HOP, Site
1	Bar Chart	5	1	1	1	2
2	Data, Drawings for approval	7	-	1	4	2
3	Approved Drawings	8	1	1	2	4
4	Instruction Manuals for erection, O&M manual	8	1	1	1	5

Address for sending Documents:

Sl. No	Copy for	Address
1	H.Q
	
2	Design & Engineering
3	Head of Plant / Engineer-in-Charge

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ANNEXURE - A


MODEL QAP

1.0 The Quality Assurance Plan / Programme (QAP) :


The QAP of the contractor shall be to ensure that the equipment and / or services under the scope of the Contract whether manufactured or performed within the Contractor's Works or at his Sub-Contractor's premises or at the work site of the Corporation or at any other place of Work are in accordance with the national or international standards & specifications. For such quality assurance, the Contractor shall adopt suitable Quality Assurance Programme / Plan (QAP) to control his activities at all points necessary. Such plan / programme shall be outlined by the Contractor and shall be finally accepted and approved by the Corporation before finalisation of the Contract.

The QAP of the Contractor shall generally cover the following:

- a) All the Annexes (Annexure-I/II/III/IV/V & VI)
- b) A quality assurance check list as per **Annexure-I** duly ticked indicating various activities based on which, the contractor shall formulate his quality control plan and get approval from the Corporation before adopting the QAP for execution.
- c) His organizational structure / set-up both at manufacturing & installation site for the management and implementation of his proposed QAP.
- d) Documentation of control system and process for records relating to requirements of quality system reviewed and approved for adequacy before use.
- e) Qualification data for Contractor's key personnel at Design & Engineering, Manufacturing shop, Erection & Installation site.
- f) The procedure for purchases of materials, parts, components and selection of sub-contractor's / vendor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- g) List of all tests / checks to be carried out during manufacturing shop assembly / site tests / pre-commissioning checks etc in accordance with national or international standards of practice or approved drawings as the case may be. List shall be detailed so as to identify the tests / checks to be witnessed by the Corporation.
- h) Categorization of EM equipment and items (Cat- I / II & III) supported by the list as per the format at **Annexure-II** duly accepted by the contractor as already ticked.

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- i) System for shop manufacturing supported by a MQAP (Manufacturing Quality Assurance Plan) as per the format at **Annexure-III** duly filled-in up by the contractor for acceptance and approval of the Corporation.
- j) The MQAP shall include the following:
- Important checks and guidelines as per specifications which describe the level of checks, codes, critical tests and also indicate place of where testing is planned to be performed.
 - Process Flow Charts showing the steps involved in the entire manufacturing process starting from the raw materials to the finish product.
 - Raw Materials section which describes the raw materials and the checks before being used in the manufacturing process in accordance with contract specifications, manufacturer's plant standard and relevant national or international standards.
 - In Process Inspection Section which describes quality checks and verification required during manufacturing process.
 - Final Inspection which describes quality checks and verification required before dispatch.
- k) Site erection controls including process controls, transportation and fabrication and assembly control supported by a FQAP (Field Quality Assurance Plan) as per the format at **Annexure-IV** to be accepted and approved by the Corporation. FQAP for EM - Works is broadly classified for erection, testing and commissioning of supply items.
- l) The FQAP shall include the following:
- Checks on receipt.
 - Checks for storage.
 - Checks during pre-erection.
 - Availability of tools and man power, drawings, materials required for erection, erection methodology, test procedure, tests required before commissioning,
 - Checks during erection and commissioning.
 - Protocols points (joint records of checks) to be identified.
- m) To identify the list of any sub-contractor / vender.


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- n) A detail PERT network showing the various activities such as design, manufacture, shop testing, raising of inspection calls and loading, un-loading, installation, pre-commissioning, commissioning etc as may be required before & after transportation.
 - o) Strategy for control of non-conforming items and system for corrective actions.
 - p) Inspection and test procedure both for manufacture and field activities.
 - q) Control of calibration and testing of measuring and field activities.
 - r) System for indication and appraisal of inspection status.
 - s) System for quality audits.
 - t) System for authorizing release of manufactured product to the Corporation.
 - u) System for maintenance of records.
 - v) System for handling storage and delivery.

2.0 Quality Assurance Documents

The Contractor shall be required to submit the following Quality Assurance Documents at the time of dispatch of any equipment / component from manufacturing site / shop.

- All Test reports like Material Test Certificates (MTC) or Certificate of Conformance (CoC) as the case may be in respect of all materials where physical inspection has not been identified in the MQAP (items/equipments falling under Cat-III). Typical format for CoC and Categorization (Cat-I / II & III) of EM equipment and items are shown at **Annexure-V & II** respectively.
- Material Despatch Clearance (MDCC) to be issued by the Engineer-In-Charge for onward dispatch to the project site.
- All approved NDT (Non-Destructive Test) procedures, stress relief and approved WPS (Weld Procedure Specification) actually used during fabrication and reports including radiography interpretation reports.
- Welder qualification certificates (Boiler quality).
- Welder's identification list, listing welder's and welding operator's qualification procedure and welding identification symbols.
- Raw Material test report as specified by the specification and agreed to in the Quality Assurance Plan.
- The Quality Plan with verification of various other customer inspection points, as mutually agreed and methods used to verify that the inspection and testing points in the Quality Plan were performed satisfactorily.
- Stress relief time temperature charts/oil impregnation time temperature charts. Factory test results for testing required as per applicable standards referred in the specifications.

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3.0 Quality Assurance in execution of works (Compliance of approved QAP):

The Contractor shall establish staff, equip and operate a comprehensive quality assurance set-up at the site and shall ensure to remain under operation throughout the currency of the contract. The principal responsibility and duty of this set-up shall be to ensure that all work carried out and materials produced or supplied by the Contractor comply fully with the specifications.

With his tender, the contractor shall submit his detailed proposal (in terms of experienced supervisory staff, trained workmen & welders, procedures of work, equipment, obtaining support from outside agencies) for achieving quality in respect of all works included in the scope of work under this tender.


The contractor's proposal for MQAP & FQAP shall be specific enough to assure that all works are executed in a professional manner and contractor has included in his bid the provision of employment of the best international practices of manufacture & construction in the implementation of the work, which shall also include the tests/checks specified under Quality Assurance checklist. Within 30 days of award of works, the contractor shall prepare and submit **detailed QAP** alongwith the weld map indicating **WPS (Welding Procedure Specification)**, **PQR (Procedure Qualification Record)** and **WPQ (Welder Performance Qualification)** in accordance with Section IX of the ASME Code / ASW Specification for obtaining approval of the Engineer-In-Charge. All works shall be executed based on approved QAP.

Immediately after the award of work, during mobilization phase, the Contractor shall take systematic steps to implement all the proposals given by him for achieving the desired quality in manufacturing & erection activities. In addition, contractor shall have to submit comprehensive QA and QC plan (MQAP & FQAP) in line with technical specifications and relevant codes referred in the technical specifications for review and approval of Engineer-in-charge.

During the course of execution, quality of the work in progress shall be reviewed at least once in a month or as per the project requirement in the Quality Assurance meeting specifically called by the Engineer-In-Charge and participated by Contractor's project organization. In case Engineer-In-Charge is not satisfied with the resources employed vis-a-vis the commitments made in the proposal, the contractor shall take additional steps to supplement his efforts.

4.0 Contractor's Quality Control Staff:

The personnel connected with quality control assignments must possess the relevant expertise and competence to perform specific tasks connected with quality control works and should be well conversant with testing of construction materials. The objective of quality control should be clearly understood by them in letter and spirit so as to help in quality works and to achieve high order of quality as laid down in specifications by controlling various factors responsible for

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deterioration in quality, investigating reasons there for and suggesting ways and means for improvement.

The Contractor shall assign one experienced engineer-in-charge to site for quality control and quality assurance as full-time quality control manager, responsible for complying with all requirements of Technical Specifications. A check list shall be prepared for incorporating all the technical specifications requirements under different works and shall be displayed in the quality control for ready reference. The experience and qualifications of this engineer shall be given in the contractor's tender and shall be subject to the approval of the Engineer-in-charge.

The positions, qualifications and duties, of the contractor's quality control staff shall be indicated in the QC organization plan, and shall likewise be subject to approval by the Engineer-in-charge.

List of Annexes

Sl.No.	Annexure	Particulars
1	I	Quality Assurance Check List
2	II	Categorization of EM equipment & items
3	III	Format for MQAP
4	IV	Format for FQAP
5	V	Format for CoC
6	VI	Model QAP for related Civil works (Item No: 9 of GTS)



Quality Assurance Check List

Annexure-I

Sl. No.	Measuring parameters	Remarks (Please ✓)
A	Design	
1	Design group is qualified and has adequate design experience of all relevant components, including operation of relevant softwares.	Yes or No
2	The Design office is having adequate software and drafting facilities.	Yes or No
3	Adequate manpower is deployed for design of all Components	Yes or No
4	Work programme for design of various components and preparation of construction drawings, matching with the construction schedule is available.	Yes or No
5	Design and drawings for all components are being approved on time, in line with the approved construction programme.	Yes or No
6	In case of any slippage of schedule for approval of construction drawings, whether corrective measures are being worked out and approved.	Yes or No
7	The contractor's design agency is practicing a quality system for preparation and approval of design documents and construction drawings.	Yes or No
8	The quality system has the following features: a) an unique number assignment system for each document including revision numbers. b) an unique number assignment system for construction drawings for each component including revision numbers. c) The documents /drawings prepared by the dealing engineers/draughtsman are being checked and approved by at least one higher level officer.	Yes or No
9	Written Quality Control Instruction Manual is available	Yes or No
10	The design and drawings prepared by the sub- contractors are being first reviewed by the contractor before forwarding to the employer for approval.	Yes or No
B	Raw materials	Yes or No (Compliance as per approved QAP)




C	Welding	
1	Weld procedure	WPS & PQR to be submitted by the bidder
2	Qualification of welders	
3	Quality of welds	
		Yes or No
		(Compliance as per the WPS & PQR approved by the employer.
D	Painting	
1	Surface preparation	Yes or No
2	Number of coats	(Compliance as per approved QAP)
3	Thickness of paint	
E	Transportation	
	Check for: 1. Proper field joints, packing and safety measures 2. Special protection for machined surface and electrical control panels, instruments and Equipment	Yes or No (As per TS & norms)
F	Dry test	Yes or No (As per approved QAP)
G	Wet test (Leakage test)	
H	Hydro Static Test (HST)	
I	Testing and Commissioning	
	1. Testing a) With no load – b) With Full load – Leakages within permissible limits (as per relevant codes)	Yes or No (As per approved QAP)

Format for Categorization of EM Equipment and Items

Annexure-II


Sl. No.	Description of Equipment/ Items	Cat		
		I	II	III
1.	Spare parts & tools under item 3.0 of GTS (Vol-2 Pt.I)			
a)	All spare parts	√		
b)	All Tools and appliances	√		
2.	Mechanical equipment under item 5.0 of GTS (Vol-2 Pt.I)			
a)	Materials	√		
b)	Bolts, Screw & nuts etc		√	

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c)	Corrosion resistance bolts & nuts	√		
d)	Drives & Gears	√		
e)	Lubricants & Fuel	√		
f)	Piping , Fittings, Valves & Gates	√		
g)	Mechanical Instruments	√		
h)	Pumps	√		
3.	Electrical equipment under item 6.0 of GTS (Vol-2 Pt.I)			
a)	Electrical motors	√		
b)	LV Switchgears , cubicles & panels	√		
c)	Cables		√	
d)	Auxiliary Plants	√		
e)	Levels & Plates		√	
4.	Instrumentation & Control equipment under item 7.0 of GTS (Vol-2 Pt.I)			
a)	Measuring Systems	√		
b)	Protection Systems	√		
c)	Transmitter racks & piping		√	
5.	Other EM items (if any)			
a)				
b)				
c)				

Notes :

1. All equipment and items shall be per the items mentioned in the relevant bid document / technical specification
2. **Cat-I** : Physical inspection by NEEPCO in presence of contractor and manufacturer.
3. **Cat-II** : No physical inspection by NEEPCO, but NEEPCO reserves the right for inspection in contractor's witness and manufacturer's presence.
4. **Cat-III** : Verification of documents by NEEPCO.


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FORMAT FOR MQAP

Annexure-III

MFGR.'s logo		MANUFACTURER'S NAME AND ADDRESS		MANUFACTURING QUALITY PLAN					PROJECT: PACKAGE: CONTRACT NO.: MAIN SUPPLIER:						
				ITEM:				QF NO.:							
				SUB-SYSTEM:				REV. NO.:							
								DATE:							
								PAGE:							
SL No.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS	
					M	C/N						M	C	N	
1.	2.	3.	4.	5.	6.		7.	8.	9.	*	10.			11.	

MANUFACTURER/ SUB-SUPPLIER	MAIN SUPPLIER	LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (*) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. ** M: MANUFACTURER/ SUB SUPPLIER, C: MAIN SUPPLIER, N: OWNER, P: PERFORM, W: WITNESS AND V: VERIFICATION. AS APPROPRIATE, CHP: OWNER SHALL IDENTIFY IN COLUMN "N" AS "W"	FOR OWNER USE	DOC. NO.:	REV..... CAT.....		
SIGNATURE:				REVIEWED BY	APPROVED BY	APPROVED SEAL	

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FORMAT FOR FQAP

Annexure-IV

SUPPLIER'S logo		SUPPLIER'S NAME AND ADDRESS		FIELD QUALITY PLAN				PROJECT: PACKAGE: CONTRACT NO.: MAIN SUPPLIER:	
				ITEM: SUB-SYSTEM:		QF NO.: REV. NO.: DATE: PAGE:			
Sl. No.	ACTIVITY & OPERATIONS	CHARACTERISTICS / INSTRUMENTS	CLASS OF CHECK #	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	REMARKS
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

MANUFACTURER/ SUB-SUPPLIER	MAIN SUPPLIER	LEGEND: * RECORDS, IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION. LEGEND TO BE USED: CLASS #: A=CRITICAL, B=MAJOR, C=MINOR; 'A' SHALL BE WITNESSED BY OWNER FQA, 'B' SHALL BE WITNESSED BY OWNER ERECTION/ CONSTRUCTION DEPTT. AND 'C' SHALL BE WITNESSED BY MAIN SUPPLIER (A&B CHECK SHALL BE OWNER CHP STAGE).	FOR NEEPCO USE	DOC. NO.:	REV..... CAT.....	
SIGNATURE:				REVIEWED BY	APPROVED BY	APPROVED SEAL

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Guidelines for preparation of QP (MQAP & FQAP)

- Column 1** : Serial number.
- Column 2** : Component & operation in detail including exact area and stage of processing, testing, pre-dispatch etc.
- Column 3** : Characteristics of checks like visual, dimensional, hydraulic, chemical, mechanical, performance, ultrasonic, magnetic particle, dye penetration, radiographic, polarization index, high voltage insulation resistance etc.
- Column 4** : Class shall be classified as critical (A), major(B) and minor(C).

Classification of checks	Checking Authority	Accepting Authority
Critical (A)	NEEPCO & Contractor + FQA	Project Authority / EIC, in consultation with D & E Deptt. NEEPCO.
Major (B)	NEEPCO & Contractor	NEEPCO-Project Authority.
Minor (C)	Contractor	NEEPCO- Engineer-In-Charge.

5. Column 5 : Type of check shall indicate nature of check i.e. visual, measurement, physical, chemical analysis, NDT etc.

6. Column 6 : Quantum of check shall preferably be 100% for all characteristics unless otherwise mentioned in reference documents. In case of non-conformity, accepting authority shall ensure disposition before accepting and the disposition shall have to be reflected in Log-sheets / protocols. In sub-column marked "M", quantum of check by manufacturer shall be indicated. In sub-column marked "C/N" quantum of check by contractor and by NEEPCO shall be indicated. In case the quantum of check is different for "C" & "N" , the same shall be indicated in the remarks column. All Cat - I Items as per the Categorization list at Annexure-I shall preferably be considered under Critical (A) classification of checks.

Categorization as per Annexure-II shall also be considered for inputs of Cl. 4 / 5 & 6

7. Column 7 : Reference standard / drawing etc. as per which checks / tests to be carried out shall be indicated.


8. Column 8 : Acceptance norms like plant standard, design data, standard/s etc shall be indicated.

9. Column 9 : Appropriate format/s or certificate on which test/ inspection results to be recorded shall be indicated.

10. Column 10 of MQAP : Agency Performing (P), Witnessing (W), Reviewing / Verification (V) shall be indicated.

"M" stands for manufacturer, "C" stands for Contractor and "N" stands for NEEPCO.

11. Column 11 of MQAP / 10 of FQAP : Any specific remark/s shall be written here . "CHP" stage shall be identified by the term"CHP" in this column.

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FORMAT FOR CoC

Annexure-V

MAIN
SUPPLIER'S
LOGO

NAME & ADDRESS OF THE MAIN SUPPLIER

M/s

Ref. No.

Date:

CERTIFICATE OF CONFORMANCE

Contract Name & Project :

Contract No. / P.O. No. :

Sub Supplier's Name :

Sl. No.	Description of item/ Equipment	Specification Size/Type/ Rating	Make	NEEPCO Drg. No. /Mfr. Drg. No.	Qty. offered	Bal. Qty.	LOA Ref.	Identification Mark


It is hereby confirmed that above mentioned component/item/equipment was/were manufactured and tested in accordance with drawings/data sheets as referred above and found acceptable.

Signature :

Name :

Design :

- Note:**
1. Wherever a deviations accepted by the contractor, relevant details to be enclosed with the Certificate of Conformance
 2. For Mandatory & Recommended Spares, the Contractor shall furnish 100% interchangeability with original equipment along with Certificate of Conformance

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Annexure-VI

Model QAP for related Civil works (Item No: 9 of GTS)

1. Excavation Works:

All excavation works as per actual requirement shall be carried out as per the following IS Codes:

- Surface excavation works : IS 3764 , IS 2720, IS 9759 or any other national or international codes of practice.
- Underground excavation works : IS 3764, IS 4081, IS 4756, IS 9759 or any other national or international codes of practice.

All undercut & overcut during actual excavation works shall be as per the decision of the Engineer-In-Charge duly having justified based on approved excavation drawings and geological certificate / geological log data issued by the authorised geologist on the basis of geological formation encountered during actual excavation works.

2. Dewatering works :

All dewatering works as per actual requirement shall be carried out as per IS 9759 or any other national or international codes of practice.

3. Form Works:


All form works shall be carried out as per IS 456 or any relevant national or international codes of practice

4. Steel & Reinforcement:

Sl.No.	IS Code	Particulars
1	IS: 280	Mild steel wire for General Engineering purposes.
2	IS: 432	mm tensile steel bars and hard drawn steel wire for concrete reinforcement.
3	IS: 456	Code of practice for plain and reinforced concrete.
4	IS: 814	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel.
5	IS: 1566	Hard-drawn steel wire fabric for concrete reinforcement.
6	IS: 1608	Mechanical testing of metals – tensile testing.
7	IS : 1786	High strength deformed-steel bars and wires for concrete reinforcement.
8	IS: 2062	Steel for general structural purposes.
9	IS: 2502	Code of practice for bending and fixing of bars for concrete reinforcement
10	IS: 2751	Recommended practice for welding of mild steel plain and deformed bars for reinforced construction.
11	IS: 5525	Recommendations for detailing of reinforcement in reinforced concrete works.
12	IS: 9417	or welding cold worked bars for reinforced concrete construction

5. Concreting works :

- All concrete grades shall be as per relevant approved construction drawings and specifications.

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- b. All concreting works shall be carried out as per the following IS Codes or relevant national or international codes of practice.:


Sl.No.	IS Code	Particulars
1	IS: 269	33 grade ordinary Portland cement.
2	IS: 8112	43 grade ordinary Portland cement.
3	IS: 12269	53 grade ordinary Portland cement.
4	IS: 383	Coarse and fine aggregates from natural sources for aggregates.
5	IS: 456	Code of practice for plain and reinforced concrete.
6	IS: 457	Code of practice for general construction of plain and reinforced concrete for dams and other massive structures.
7	IS: 516	Method of test for strength of concrete.
8	IS: 875	Code of practice for design loads (other than earthquake) for buildings and structures
9	IS: 1199	Methods of sampling and analysis of concrete
10	IS: 1489	Portland Pozzolana cement
11	IS: 2386	Methods of test for aggregates for concrete
12	IS: 2505	Concrete vibrators – immersion type – general
13	IS: 2506	General requirements for screed board concrete vibrators.
14	IS: 4082	Stacking and storage of construction materials and components at site - Recommendations.
15	IS: 7861	Code of practice for extreme weather concreting.
16	IS: 9103	Admixtures for concrete.
17	IS: 10262	Recommended guidelines for concrete mix design.

4. Drilling & Grouting Works:


For **Field Quality Assurance of Grouting works**, the relevant IS Codes of practice (No: IS 5878 Part- VI & VII), AUA (American Underground Construction Association) Guide Lines for backfilling for Contact Grouting of Tunnels and Shaft or any other similar national or international codes of practice shall be followed. Detailed drilling, backfilling and contact grouting placement records shall be kept that the work has been performed. The detailed record keeping shall include Grout Material used as per technical specification, Grout mix design adopted, Grout Properties, Backfilling Material, Backfilling Methods, Backfill Mix Designs, Contact Grouting Equipment, Quality Control methodology and Contract Documents. This shall be accomplished using pre-printed custom designed daily inspection report forms with the approval of the Engineer-In-Charge .

All grouting works shall be carried out as per the following IS Codes or relevant national or international codes of practice :


Sl.No.	IS Code	Particulars
1	IS: 4464	Code of practice for presentation of drilling information and core description in foundation investigation.
2	IS: 4880	Code of practice for tunnels conveying water.
3	IS: 5441	Portable pneumatic drilling machines.
4	IS: 6926	Code of practice for diamond core drilling.
5	IS: 9026	Rope threaded percussion long hole drilling equipment
6	IS: 269	33 grade ordinary Portland cement.
7	IS: 383	Coarse and fine aggregate from natural sources for concrete.
8	IS: 2645	Integral cement waterproofing compounds.
9	IS: 4464	Code of practice for presentation of drilling information and core description in foundation investigation.
10	IS: 4999	Recommendations for grouting of pervious soils.
11	IS: 6066	Pressure grouting of rock foundations in river valley projects.
12	IS: 8112	43 grade ordinary Portland cement.
13	IS: 9103	Admixtures for concrete.
14	IS: 9429	Code of practice for drainage system for earth and rockfill dams.
15	IS: 11293	Guidelines for the design of grout curtains.
16	IS: 12584	Bentonite for grouting in civil engineering works,

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Technical Specifications

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SECTION-V: Bid Forms and Other Forms

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FORM A - BID FORM

(To be stamped in accordance with Stamp Act)

Date

NIB/ Contract No.

To,

.....

Dear Sirs,

Having examined the conditions of contract, the specifications including Addendum No(s) :
(.....insert number), the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver (.....Description of goods and services) in conformity with the said drawings, conditions of contract and specifications for the consideration as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within (..... Number) days and to complete transportation to Site, Insurance, Handling, Storage at Site ofcomplete as specified in the contract within (.....Number) days calculated from the date of receipt of your Letter of Intent.

If our tender is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% (ten percent) of the contract sum for the due performance of the contract.

We agree to abide by this tender for a period of days from the date fixed for opening of tender under clause of the instruction of tenders and it shall remain binding upon and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated Day of of 20

.....
(Signature)

.....
(In the capacity of.....)

Name:
Address:
Contact No:
E-mail address:


Duly authorized to sign bid for and on behalf of

.....

Witness

Address

Signature

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FORM B –POWER OF ATTORNEY FORM

(To be stamped in accordance with Stamp Act)

To,

.....

KNOW BY ALL MEN by these presents that the undersigned

.....
(Name) (Title)

.....

(Company)

Lawfully authorized to represent and act on behalf of the said company, a Corporation formed under the laws of

with a registered head office situated at

(Country)

.....

.....

(Complete address)

do hereby appoint

(Name)

..... of

(Title) (Company)


whose signature appears below to be the true and lawful attorney, and authorize said attorney to conduct negotiations with the North Eastern Electric Power Corporation Limited, 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 the works under the contract entitled(name of works) of NEEPCO.

In witness whereof, I have hereunto set my hand thisday of
in the year 20

.....(Signature)

.....(Signature and name of Attorney)

.....(Signature and name of witness)

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FORM C – UNDERTAKING FOR BIDDERS REGISTERED AS MICRO/SMALL ENTERPRISES

A. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organisation falls under the definition of the following category:

(i) [] - Micro Enterprises


(ii) [] - Small Enterprises

Please tick in the appropriate option box [] and attach relevant documents/certificate, issued by..... (District Industries centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Enterprises) as evidence of their applicability of Micro and Small Enterprises.

B. I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Place, date

Signature of bidder

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FORM-D:Declaration


We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. 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.

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.

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

.....
Place, Date

.....
Bidder

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FORM E – PARENT COMPANY AGREEMENT FORMAT

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s _____, a company duly registered under the Companies Act 1956, having its Registered Office at _____, India, and having an office, amongst others, at Tripura India hereinafter called “NEEPCO” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on


M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by NEEPCO, submitted their bid number to NEEPCO with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by NEEPCO at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for NEEPCO to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by NEEPCO, take up the job without any demur or objection, in continuation and without loss of time and without any cost to NEEPCO and duly perform the obligations of the Company to the satisfaction of NEEPCO.

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2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and NEEPCO.

4. The liability of the Guarantor, under the Guarantee, is limited to the 100% of the contract price entered between the Company and NEEPCO. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company)

M/s _____

Witness:

1. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____


Common seal of the
Company _____

Witness:

2. Signature _____

Full Name _____

Address _____

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FORM F - DEED OF JOINT UNDERTAKING

DEED OF JOINT UNDERTAKING TO BE GIVEN BY PARENT/HOLDING COMPANY ALONGWITH THE SUBSIDIARY COMPANY (CONTRACTOR) FOR CONTRACT FOR(Name of the work)

This DEED executed on this.....day ofTwo thousand.....by.....(Name of the Company), a company incorporated under the laws of having its Registered Office at(hereinafter called "PARENT/HOLDING COMPANY", which expression shall include its successors, administrators, executors and permitted assigns) and(Name of the Company), a company incorporated under theAct,....., having its Registered Office at (hereinafter called "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns) in favour of North Eastern Electric Power Corporation, a Company incorporated under the Companies Act, 1956, having its Registered Office at Shillong, Meghalaya (here-in-after called 'NEEPCO' or 'OWNER' which expression shall include its successors, administrators, executors and assigns).


WHEREAS, the Owner invited Bids for Contract(Name of the work) vide its NIB No. Dated

AND WHEREAS has submitted bid bearing proposal No.....dated.....in respect of the above project against the Owner's above specifications.

AND WHEREAS,is entitled to bid as per the Instructions to Bidders contained in the Owner's conditions of contract, provided.....and its Holding/Parent Company give an undertaking that they shall be held jointly responsible and bound upto the owner for successful performance of the(Name of the work) with associated auxiliaries and accessories fully meeting the parameters guaranteed as per the bid Specifications, in the event the bid is accepted by the owner resulting in a contract (here-in-after called the 'CONTRACT')

NOW THEREFORE, THIS DEED Witnesseth As Under

1. That in consideration of the award of the Contract by the owner towe, the aforesaid Holding/ Parent Company and Contractor will jointly be responsible in accordance with the contract to the owner for the successful performance of the completeName of the work) with associated auxiliaries and ancillaries, such that it fully meets the guaranteed parameters required as per the contract specification.

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2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 above shall be as follows :

a) The Holding/Parent Company shall be required to furnish the critical components of the system as per their design and the advice and provide necessary technical assistance to..... for the design and manufacture of theName of the work) alongwith all associated equipment under the contract, their quality surveillance during manufacture, erection and commissioning and performance testing both at the Contractor's works and/or at the owner's project site as mutually agreed upon by the owner, Contractor and Holding/Parent Company. The Holding/Parent Company further shall depute their technical experts from time to time to the Contractor's works/owner's project site as mutually agreed upon between the owner, contractor and Holding/Parent Company to facilitate the successful performance of the(Name of the work) as stipulated in the aforesaid Contract specification.

b) The contractor will be responsible to design, supply, erect, commission and carry out the performance testing of the entire system/equipment under the Contract.

c) In the event Holding/Parent Company and Contractor fail to demonstrate successful performance of the(Name of the work) as set forth in paragraph 1 above, the Holding/Parent Company and the Contractor shall carry out the proper corrective measures at the Contractor's expense, and if necessary, shall provide corrected designs to the owner.


d) Implementation of the corrected designs and all other necessary corrective repairs, replacements or modifications to the(Name of the work) shall be the responsibility of the Contractor.

3. The Holding/Parent Company will be fully responsible for the quality of all the equipment/main assembled/components manufactured at its works or at its Vendor's works or if necessary, their repair or replacement, for incorporation in the(Name of the work), and timely delivery as per the contract.

4. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts in India shall have exclusive jurisdiction.

5. We, the contractor and Holding/Parent Company, undertake not to revoke this Undertaking till the expiry of the Warranty period of the(Name of the work) under contract, and further stipulate that the undertaking herein contained shall terminate, upon satisfactory completion of such warranty period. We further agree that this Undertaking shall be without prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor the terms of the Contract.

6. That this Deed will form an integral part of the Contract awarded to the Contractor on acceptance of the bid and shall be operative from the effective date of the Contract.

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IN WITNESS WHEREOF, the Holding/Parent Company and the Contractor have, through their authorised representatives, set their hands and seals on the day first mentioned above.

WITNESS(Name and Address)
COMPANY

HOLDING /PARENT

(Signature)
(Name)
(Address)


(Signature)
(Name)
(Designation)
(Common Seal of the Company)

WITNESS(Name and Address)

CONTRACTOR

(Signature)
(Name)
(Address)

(Signature)
(Name)
(Designation)
(Common Seal of the Company)

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FORM-H: VERIFICATION OF LOCAL CONTENT:

We(Name of the Bidder) undertake that the item offered meets the minimum local content for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 against the NIB No.....Dated..... The details of the locations at which the value addition is made are given below:

1.....

2..... :

(Signature of the Bidder)

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SECTION-VI: Data Sheets



DATA SHEET 1: SIMILAR EXPERIENCE/WORK COMMITMENTS

Name of bidder M/s.....


Applicants should provide information on their Work commitments

Name of Contract executed / under	Address of Owner/ Purchaser	Date of award	Value of work	Date of	
				Completion	Estimated completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

The necessary certificates from concerned Authority must be furnished in support of each work completed or presently at hand.

Date20

Signature.....

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DATA SHEET 2: FINANCIAL DATA WITH CREDIT FACILITIES CURRENTLY ENJOYED BY THE BIDDER


Name of Bidder M/s.....

Applicants, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders summarizing actual assets and liabilities in Indian Rupees). Based upon known commitments, summarize projected assets and liabilities for the next two years. Each Applicant must fill in this form.

FINANCIAL POSITION OF APPLICANT

Fill in the blanks for each of the best 3(three) financial years out of the last 5(five) financial years, duly certified by Chartered or Public Accountant or Chamber of Commerce or Banks.


	Year I	Year II	Year III
1. Share Capital	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(original currency:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
2. Paid up Capital	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(original currency:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
3. Free Reserve (gross)	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(original currency:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
4. Unallocated balance surplus	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(original currency:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
5. Expenses not written off	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(original currency:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	(equivalent in US \$:_____)		

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6.	Total current assets	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.1	Total cash and deposits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.2	Deposits with bids or otherwise as guarantees (due within ninety (90) days)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.3	Amounts receivable from completed contracts (due within ninety (90) days)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.4	Amounts receivable from completed contracts after retention (due within ninety (90) days)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.5	Stocks and bonds at present market value	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
6.6	Any other current assets (due within ninety (90) days)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
7	Closing stock if any	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (equivalent in US \$: _____) <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">Year I</td> <td style="width: 33%; text-align: center;">Year II</td> <td style="width: 33%; text-align: center;">Year III</td> </tr> </table>							Year I	Year II	Year III
Year I	Year II	Year III									
8.	Total current liabilities (give in details)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table> (original currency: _____)									



	Year I	Year II	Year III
9. Total assets			
	(equivalent in US \$:_____)		
	(original currency:_____)		
	(equivalent in US \$:_____)		
10. Total liabilities			
	(original currency:_____)		
	(equivalent in US \$:_____)		
11. Contingent Liability (give in details)			
	(original currency:_____)		
	(equivalent in US \$:_____)		
12. Total profit before tax			
	(original currency:_____)		
	(equivalent in US \$:_____)		
13. Total profit after tax			
	(original currency:_____)		
	(equivalent in US \$:_____)		
14. Total loss (gross)			
	(original currency:_____)		
	(equivalent in US \$:_____)		
15. Turnover from Contracting during the financial year.			
	(original currency:_____)		
	(equivalent in US \$:_____)		
16. Amount of balance			
	(original currency:_____)		
	(equivalent in US \$:_____)		

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17. Date of balance (Day) (Month) (Year)
18. Exchange rate adopted for the equivalent in US\$:
19. Bank references and address:
20. Credit Line Instruction (list names of institutions and maximum Credit Line; attach respective letters from sureties)
Maximum Amount in US\$ / INR
.....
....
.....
....
21. Current Solvency Certificate (Certificate indicating amount.)

Notes:

- Item 1: The amount for share capital shall include retained earnings.
- Item 19 : Attach respective letters from banks (Bank Credit Letter).

.....
.... (Place and Date)
(Name and Signature of Authorized Representative)

NB: This Data Sheet shall be duly certified by the Chartered Accountant.

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DATA SHEET 3A: PLANT, MACHINERY AND MANUFACTURING FACILITIES

Name of bidder M/s.....

The bidder should indicate availability of all Plant, Machinery and Manufacturing facilities which he proposes to use for the Contract, in separate sheets in a form as shown below:


No.	Name of Plant etc.,	Capacity or production rate	Nos. of unit	Year of manufacture	Current ownership *1	Current location (country)

*1: Classify as I owned (or name of Partner), or II to be leased and III to be purchased

Number of sheets, constituting this Schedule.....

Date _____ 200

Signature _____

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DATA SHEET 3B: TESTING EQUIPMENT/ TESTING FACILITIES

PAGE ____ OF ____ PAGES


Name of bidder M/s.....

List the detailed breakdown of equipments and facilities for testing of the equipments and other auxiliaries at Works.

The equipment and instrumentation listed should be grouped under headings with cross-reference to the relevant tests or standards detailed in the Technical Specifications.

Date ____20

Signature-----

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DATA SHEET-4A: TECHNICAL DATA SHEET

Note : Bidder shall submit the Technical Data Sheet
published with Technical Document



DATA SHEET-4B: MANDATORY SPARES

The tenderer is to give below the list of spare parts as per Item No. 7, Clause.1.22 of schedule of requirements (Section-IV) and any additional spares which he recommends normal operation of the Butter fly valves.

Sl. No.	Description of spare parts	Qty.	Make
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

Signature of the bidder




DATA SHEET 5: PROPOSED SUB-VENDORS

Name of bidder M/s.....

Section supply	of	Name(s) & Address(es) of Sub- Vendors	Description & Location of Similar supply Previously Executed

Date _____

Signature _____

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DATA SHEET 6 QUALITY ASSURANCE PLAN


Name of bidder M/s.....

Bidder should provide the information and Description of Quality Assurance plan to be Adopted by him

A) At their Factory/ Works during manufacturing.

Date _____ 20

Signature _____

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DATA SHEET 7 HEALTH AND SAFETY/ENVIRONMENTAL PROTECTION

Name of bidder M/s


The Bidder shall submit a statement of the policy he proposes to adopt in regard to health and safety conditions on the Site and environmental protection. The statements shall be entitled HEALTH AND SAFETY STATEMENT and ENVIRONMENTAL PROTECTION STATEMENT. The Bidder shall list below the documents submitted in support of the policy as well as any other relevant references.

The information should be submitted in sufficient detail to allow an assessment of the general adequacy of the Bidder's proposals. Diagrams should be included where necessary for clarification of the description (e.g. organisational relationships, flowcharts for risk assessment).

Details and descriptions shall be provided of the following:

1. HEALTH AND SAFETY

- a. General
 - The Bidder's health and safety policy.
 - An outline of the Health and Safety Plan to be drawn up under the Contract.
- b. Safety
 - Qualifications and experience of the Safety Officer and his Deputy.
 - Procedures for identification of safety risks including hazardous equipment and materials, fire, and explosives.
 - Proposals for training workers in safe working practices.
 - Procedures for ensuring implementation of safe working practices.
- c. First Aid
 - Proposals for provision of first aid facilities and skills (cross-reference to Data Sheet No. 6).
 - Proposals for ambulance service and medical evacuation.
 - Proposals for training workers in first aid.
- d. Medical
 - The qualifications and experience of the Medical Officer and his Deputy.
 - The number and qualifications of any other medical staff to be provided by the Contractor.
 - Any other medical facilities to be provided in addition to the first aid provisions required by the Contract.
- e. Welfare on Site

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-
- Proposals for provision of changing facilities, rest areas, washing areas, drinking water and sanitation for workers at work sites.

2. ENVIRONMENTAL PROTECTIONS

Details and description shall be provided for the following:

- General
 - The Bidder's environmental policy.
 - An outline of the Environmental Protection Plan to be drawn up under the Contract.
 - Qualifications and experience of the staff member nominated as Environmental Officer.
- Solid Waster Disposal
 - Proposals for collection, treatment and disposal of soil waste of all types.
- Liquid Waste Disposal
 - Sanitary installations and sewage treatment (cross-reference Data Sheet 6).
 - Disposal of used oils, hydraulic fluid etc.
- Prevention of Pollution
 - Proposals to identify and implement working practices and physical measures that will minimise the risk of pollution.
- Emergency Response
 - Equipment, systems and training for emergency response for pollution events, including spills of any hazardous materials.
- Haul Traffic Planning
 - Location of haulage routes for bulk materials, including both and river transport and transshipment locations.
- Site Restoration
 - Qualifications and experience of any land reclamation specialist proposed by the Bidder.
 - Proposals for measures to ensure full restoration of all land used temporarily to its original condition or better.
- Community Relations
 - Proposals for establishment and maintaining good community relations.

The Employer and the Engineer –in-Charge reserve the right to inspect the Contractor's compliance with these statements throughout the construction period.

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The Bidder's signature below shall be confirmation that the statements have been submitted in accordance with the requirements of Conditions of Contract, and the Specifications.

1. HEALTH AND SAFETY STATEMENT
2. ENVIRONMENTAL PROTECTION STATEMENT

Number of sheets, constituting this Schedule.....

Date _____20

Signature-----



DATA SHEET 8: DELIVERY (SUPPLY) AND ERECTION SCHEDULE

(IN THE FORM OF BAR CHART)


Name of bidder

Sl. No .	Key Activities of Work	Quantity.	Unit	Time Periods in Weeks From date of Letter of Award	Remarks
				1 2 3 4 5 6 7 8 932	
I	II	III	IV	V	VI

Note:- The successful bidder shall have to adhere to the overall delivery schedule.

Date _____ 20

Signatures _____

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DATA SHEET 9: CURRENT LITIGATION HISTORY


Name of bidder or partner of a joint venture

Bidders, or each of the Partners of a joint venture, should provide information on current litigation and/or arbitration. A separate sheet should be used for each Partner of a joint venture.

<i>Name of client, cause of litigation and subject of dispute</i>	<i>Disputed Amount (current value)</i>	<i>Litigation going on since (mo\yr)</i>

Date_____20

Signature_____

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DATA SHEET 10: ADDITIONAL/ SUPPLEMENTAL INFORMATION

Name of bidder or partner of a joint venture

Add any further information that the Applicant considers to be relevant to the evaluation of application for pre-qualification. 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 qualifications and will be discarded.

Date_____20

Signature_____



DATA SHEET 11: SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS


All departures from the Specification shall be set out by the tenderer, clause by clause, in the Schedule. Unless specifically mentioned in this schedule, the tender shall be deemed to conform to purchaser's specification.

Sl No.	Clause No. Volume No..... Section Page Reference.....	Requirement as per Bid Specifications	Deviation & Exception from Bid Specification	Reasons / Justifications for deviation

Certified that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specifications, excepting for the above deviations and exceptions in the event of placing an order on us.

Date _____ 20

Signature _____

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SECTION-VII: Price Schedules



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Section VII (Price Schedules)


SUMMARY OF PRICE SCHEDULE

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder	Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Price for supply all items detailed in schedule of requirement (Section IV Vol 3)of Technical Documents	1.000	Nos		0.00	INR Zero Only
2	Price for Inland Transportation including Freight and Insurance, Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/Work, Storage and Preservation of all Equipment at any intermediate locations till Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment along with all station auxiliaries to be installed in	1.000	Nos		0.00	INR Zero Only
3	Price for Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment along with all station auxiliaries to be installed in	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

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PRICE SCHEDULE FOR SUPPLY

Sl. No.	Item Description(Refer Clause No.2, Section-IV of Detailed Bid Document)	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	Taxes and Duties in percentage	Taxes and Duties applicable	Amount of Taxes and Duties in INR	TOTAL AMOUNT including Taxes and Duties in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	26	27	28	8	10
									Zero Only
Total in Figures								0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only							

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PRICE SCHEDULE FOR F&I

Sl. No.	Item Description	Quantity	Units	BASIC RATE In in Figures To be Rs. P entered by the Bidder Rs. P		TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Inland Transportation including Freight and Insurance, Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/Work, Storage and Preservation of all Equipment at any intermediate locations till Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment along with all station auxiliaries to be installed in	1.000	Lot		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

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PRICE SCHEDULE FOR ERECTION TESTING AND COMMISSIONING

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	10
1	Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment along with all station auxiliaries to be installed in	1.000	Lot		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				



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PRICE FOR SCHEDULE FOR RECOMMENDED SPARE

Sl. No .	Item Description	Quantit y	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	Taxes and Duties in percentage	Amoun t on which Taxes and Duties applica ble	Amount of Taxes and Duties in INR	TOTAL AMOUNT including Taxes and Duties in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	26	27	28	8	10
Total in Fig ure s								0.00	INR Zero Only
Qu ote d Ra te in Wo rds	INR Zero Only								

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SECTION-VIII: Security Forms and Draft Contract Agreements

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FORM OF BANK GUARANTEE
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

Guarantee No..... Place.....

Date.....

To,

.....
.....
.....

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for.....
..... in connection with the.....
..... Project, vide NIT No..... dated
..... and whereas (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending tenderer should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs.....(Rupees... ..
.....) only alongwith the tender.


Now, therefore this witnesseth:-

We, the

(Name & address of the Bank)

having registered office at.....
.....(hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of**months** from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30(Thirty) 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.

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

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

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

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

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

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

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

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


Notwithstanding, anything contained hereto before it is mutually agreed:

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

That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or

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any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

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

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

Witness

..... (Signature)	(Signature).....
..... (Name) (Name)

Designation with seal


Bank Stamp.....
Authority as per Power
Of attorney No.....

.....
(Official Address)

Dated

Note:-

- (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India
- (2) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
 - i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - ii) Account No. : 10881522463
 - iii) Type of Account: Cash Credit A/c
 - iv) IFSC code: SBIN0000181

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**Proforma of Bank Guarantee for Down Payment
(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, executors, administrators or and assigns) having awarded to M/s with its registered office at.....(herein after referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) a contract (hereinafter referred as the Contract) for theon terms and conditions set out,


(Scope of work)

inter-alia in the Purchaser’s Letter of Intent No.dated valued at Rs.....(Rupees) only and the Purchaser having agreed to make down payment of Rs..... (Rupees.....) only for utilising it for the purpose of the contract on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank.

We,(Name and address of the Bank)
(herein-after called to as the said Bank) having our registered office at.....
do hereby guarantee, the utilization of the said down payment for the purpose of the contract. If the said contractor fails to utilize the said down payment for the purpose of the contract, we,
.....

(Name of the Bank)

here by unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. to the extent of the said sum of Rs..... (Rupees.....) only together with interest @ 1.5% (one point five percent) above the prime lending rate hereon as provided, according to terms and conditions of the contract, against any claim made by the Corporation on us.

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2. We,(Name of the Bank) further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilised the said down payment or any part thereof for the purpose of the contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said down payment not being utilized in full and decision of the Corporation that the said contractor has not utilised the said down payment or any part thereof for the purpose of the contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.

3. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said down payment has been fully utilised and Corporation's claims satisfied or discharged and till Corporation certifies that the said down payment has been fully utilised by the said Contractor, and accordingly shall have no claim under this guarantee after..... months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period ofmonths in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of months.

4. The "Corporation" shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time, to vary any of the terms and conditions of the said contract or the down payment or to extend time of performance by the said contractor or to postpone for any time and time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the security available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence shown by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may be obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

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The Bank also agrees that the purchaser shall at its option be entitled to enforce this guarantee against the Bank as a principal debtor, in first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities of the said down payment

7. 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.
8. Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.
9. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force up to and including and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of200.....at

Witness

.....
(Signature)


.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)
.....


Designation with
Bank Stamp.....
Authority as per Power of
Attorney No.....
Dated.....

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Note: (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India.

(2) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:

- v) Name as per Bank record: North Eastern Electric Power Corporation Ltd
- vi) Account No. : 10881522463
- vii) Type of Account: Cash Credit A/c
- viii) IFSC code: SBIN0000181

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**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.

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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 notwithstanding 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 assure 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 of200 at

Witness

.....

(Signature)

.....

(Name)

.....


(Signature)

.....

(Name)

Designation with Bank Stamp

.....

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Authority as per Power


Of attorney No.....

.....

(Official Address)

Dated

- Note; (1) This sum shall be ten percent (3%) 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 from a Nationalized Bank/ Scheduled Bank in India
- (4) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
- ix) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - x) Account No. : 10881522463
 - xi) Type of Account: Cash Credit A/c
 - xii) IFSC code: SBIN0000181

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DRAFT CONTRACT AGREEMENT

This Contract Agreement entered into this Day of.....at between North Eastern Electric Power Corporation Limited with registered office at Brookland Compound, Lower New Colony, Shillong-793003, Meghalaya, India on one part, hereinafter called the “Purchaser”, which expression shall include their executors, administrators, successors and assignees, and on the other part, hereinafter called the “Contractor” which expression shall include their executors, administrators, successors and assignees.

WHEREAS the Purchaser has accepted the offer of the Contractor bearing Bid ID No. and as submitted Online against NIB(Notice Inviting Bid) No. and whereas the Purchaser has decided to award the work of “Detailed Design and Engineering, Manufacture, Testing at Works, Despatch, Inland Transportation including Freight and Insurance, Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/Work, Storage and Preservation of all Equipment at any intermediate locations, Supervision of Complete Assembly, Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment to be installed in”.

WHEREAS the Purchaser has decided to execute the work as enumerated and referred to in the Notice Inviting Bids, Instruction to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract, Technical Specifications, Bid Forms and Other Forms, Data Sheet, Price Schedule, Security Forms, Instructions for E-Reverse Auction, Corrigenda and Clarifications issued thereto (hereinafter called the ‘**Bid Documents**’) for the ‘Work’ issued by the Corporation and whereas the terms and conditions stipulated in the Bid Document for the said Work are accepted by the Contractor.

IT IS AGREED that the Contractor shall furnish equipment and services as described in the attached contract documents and shall furnish construction tools, equipment and plant for and in connection with the erection of the equipment described in the attached “**Contract Documents**” referred to in Article below.


THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 : Letter of Intent

1.1 NEEPCO has awarded the work to the Contractor, vide its Letter of Intent No. Dated: and the documents referred to therein. The award has taken effect from i.e., the date of issue of the aforesaid Letter of Intent. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents”.

1.2 Contractor’s Acceptance of Letter of Intent of the Purchaser conveyed vide letter no.

Article 2.0: Contract Documents

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

The Contract Documents (Four Books) include following Bid Documents in the increasing order of priority (The document listed last shall have priority over the other documents).

- i. NIB and Detailed Bid Document
- ii. Contractor’s Queries and Corrigenda, Clarification from Purchaser on Pre-Bid Documents
- iii. Contractor’s Techno-commercial and Price Offer
- iv. Post Bid communication with Contractor
- v. LOI and Contractor’s acceptance
- vi. Detailed Work Order and Contractor’s acceptance
- vii. Contract Performance Guarantee
- viii. Post Award Correspondences
- ix. Power of Attorney
- x. Stamped Contract Agreement

These documents shall be read as an integral part of this contract.

Article No. 3.0: Conditions and Covenants


3.1 All the terms and conditions as contained in the contract documents shall be read in conjunction with the amendments and clarifications issued by NEEPCO at various stages before finalization of this contract. The contract shall be duly governed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The above contract shall also include furnishing of all such items, which are not specifically mentioned in the contract document but essential for completion and successful operation of the plant unless otherwise specifically excluded in the bid document.

3.3 Completion Schedule:


Time is the essence of the contract and schedules shall be strictly adhered to. Contactor shall perform the work in accordance with the agreed schedule as per Clause No..... of NEEPCO’s Detailed Order.

3.4 It is expressly understood by the Contractor that the scope of works as described in the CONTRACT are indicative. For clarification, the composite scope shall be as described in the NIB, Purchaser’s bid document and subsequent amendment if any, issued by the Purchaser.

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- 3.5 The Contractor guarantees that the equipment under the Contract shall meet the Loss figures, as stipulated in the Technical Specifications (Section IV of Bid Document) Clause No..... and in the event of any increase found in the actual loss figures, the Purchaser shall be entitled to be paid liquidated damages in terms of the contract documents. The amount of liquidated damages so leviable shall be in accordance with the Contract documents and subsequent amendments, if any.
- 3.6 The Contractor guarantees that in the event of delay in completion of work beyond stipulated time schedules the Purchaser shall be entitled to be paid liquidated damages in terms of Clause No....., of the Detailed Bid Document. The amount of liquidated damages so leviable shall be in accordance with the Contract documents and subsequent amendments, if any.
- 3.7 It is further agreed by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Purchaser's right to recover the damages/compensation due to delay in completion as stated in para 3.6 above or under any other clause of the agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise. The Contract Performance Guarantee furnished by the Contractor is irrevocable and unconditional and the Purchaser shall have the powers to invoke it notwithstanding any dispute or difference between the Purchaser and the Contractor pending before any court, tribunal, arbitrator or any other authority.
- 3.8 It is expressly understood and agreed by and between the purchaser and the Contractor that the Purchaser is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of contract law. The Contractor expressly agrees, acknowledges and understands that the purchaser is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counterclaims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising out of /or under this agreement.
- 3.9 It is expressly understood and agreed by and between the purchaser and the Contractor that all other terms and conditions though not specifically mentioned herein, but indicated in the Contract Document shall also form an integral part of the contract and will be binding on both the parties.

Article 4.0: Contract Price

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The Total Contract Price for the entire scope of work under the **Contract** shall be **Rs..... Only**, inclusive of GST.

The Basic Prices of Reactor shall be on basis, as per detailed at of Detailed Order.

Article 5.0: Terms of Payment

This shall be strictly as per clause No. of NEEPCO's Detailed Order.

Article 6.0: Mode of Payment

This shall be strictly as per clause No. of NEEPCO's Detailed Order.

Article 7.0: Deduction from Contract Price

Deduction from Contract Price shall be as per provisions of clause No. of NEEPCO's bid document.

Article 8. 0: Consignee

Supply of Equipment and Spares under the scope of work shall be consigned to the following address:

.....

OR

Any of his authorized representatives to be intimated later on.

Article 9.0: Spares

All the Spares for the equipment under this contract will strictly conform to the Specifications and will be identical to the corresponding main equipment /components supplied under the Contract and shall be fully interchangeable.


Article 10.0: Settlement of Disputes

Disputes, if any, arising out of the Contract shall be regulated by clause numbers of NEEPCO's bid documents.

Article 11.0: Notice of Default

This shall be as per Clause No. of NEEPCO's bid documents.

Now this agreement witnesses and it is hereby agreed and decided as follows:

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In consideration of payments to be made to the Contractor by the Corporation as herein mentioned, the Contractor hereby covenants with the Corporation, its successors and assigns 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 therein respectively within and at the times and in the manner and subject to the terms, conditions, stipulations and specifications mentioned in the Bid Document and in consideration of the due provisions, supervision, execution, 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 Price schedules mentioned in the detailed Order 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.

IN WITNESS WHEREOF the parties to this Agreement have hereunder affixed their respective signatures on the day and year mentioned above.

1. WITNESS (Name and Address)

(Purchaser's Signature)

.....

.....

.....

2. WITNESS (Name and Address)

.....

.....

1. WITNESS (Name and Address)

(Contractor's Signature)

.....


(Name)
(Designation)
(Common Seal)

.....

2. WITNESS (Name and Address)

.....

.....

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CHECK LIST

Sl.No	Item/Description	Reference	Strike out which ever is not applicable
1	Bid Form	Form A	Yes/No
2	Power of Attorney (POA	Form B	Yes/No
3	Undertaking for Bidders registered as Micro/Small Enterprises	Form C	Yes/No
4	Declaration	Form D	Yes/No
5	Parent Company Agreement Format	Form E	Yes/No
6	Deed of Joint Undertaking	Form F	Yes/No
7	Verification of Local Content	Form-H	Yes/No.
8	Similar Experience/Work commitments	Datasheet 1	Yes/No
9	Financial Data with Credit facilities	Datasheet 2	Yes/No
10	Plant, Machinery and manufacturing facilities	Datasheet 3A	Yes/No
11	Testing equipment/testing facilities	Datasheet 3B	Yes/No
12	Technical Data Sheet	Datasheet 4A	Yes/No
13	Mandatory Spares	Datasheet 4B	Yes/No
14	Proposed sub-vendors	Datasheet 5	Yes/No
15	Quality assurance plan	Datasheet 6	Yes/No
16	Health and safety/environmental protection	Datasheet 7	Yes/No
17	Delivery/supply schedule	Datasheet 8	Yes/No
18	Current litigation history	Datasheet 9	Yes/No
19	Additional/supplementary information	Datasheet 10	Yes/No
20	Schedule of deviation from specifications	Datasheet 11	Yes/No
21	Schedule of prices	BOQ	Yes/No
22	Other requirements	Cl. 3.0 of NIB	Yes/No
23	EMD	Cl. 14 of ITB	Yes/No
24	Unpriced Schedule	Cl. 16.3 of ITB	Yes/No
25	Integrity Pact	Annexure – III of ITB	Yes/No