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# नॉर्थ ईस्टर्न ईलैक्ट्रिक पावर कॉर्पोरेशन लि. (भारत सरकार का उपक्रम)

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



Office of the Head of Project,  
Wah Umiam Stage-III,  
(Formerly known as Mawphu HEP)  
East Khasi Hills District,  
Meghalaya, Mawsynram-793113  
E-mail: [mawphuhep.neepco@gmail.com](mailto:mawphuhep.neepco@gmail.com)

## NOTICE INVITING TENDER

**Sub: - Tender for "Collection of river discharge data under Wah Umiam Stage-III HEP (42.50MW x 2), EK Hills District, Meghalaya".**

**Ref: - TENDER NO. NEEPCO/HoP/Wah Umiam/T-04/2021-22/07**

**Dtd. 28/02/2022**

The North Eastern Electric Power Corporation Ltd. (NEEPCO), a Public Sector Enterprise under the Ministry of Power, Govt. of India invites Sealed tenders in prescribed format are invited with minimum 180 (one hundred eighty) days validity from reputed and experienced contractors of Meghalaya for the work "Collection of river discharge data under Wah Umiam Stage-III HEP (42.50MW x 2), EK Hills District, Meghalaya" as per the scope of works mentioned below: -

Sl. No.	Name of Work	Estimated Value in Rupees	Earnest Money Deposit (EMD) in Rupees	Time of Completion
1	Collection of river discharge data under Wah Umiam Stage-III HEP (42.50MW x 2), EK Hills District, Meghalaya	Rs. 6,15,051.00/-	Rs. 12,000.00/-	1 (one) year
2	Time and Date of submission of tender	On or before 10 <sup>th</sup> March 2022 at 10:00 Am at the Office of the Head of Project, Wah Umiam Stage-III HEP, NEEPCO, Mawsynram.		
3	Time and Date of opening of tender	At 12:00 Noon of 9 <sup>th</sup> March 2022 at the Office of the Head of Project, Wah Umiam Stage-III HEP, NEEPCO, Mawsynram in presence of the bidders or their authorized representatives, if any.		
4	Qualification & Experience	Experience of having successfully completed similar nature or allied works.		



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## **GENERAL TERMS AND CONDITIONS**

1. **Scope of Work:** The overall scope of work covered under this contract for Collection of river discharge data under Wah Umiam Stage-III HEP (42.50MW x 2), EK Hills District, Meghalaya.
2. **Commencement of work:** The bidder shall start the construction work from the date of issue of Letter of Intent or Work Order.
3. **Time of Completion:** 1(one) year from the date of issue of Letter of Intent or Work Order.
4. **Corrections and Alterations:** Price is to be quoted carefully. There should not be any over writing or use any correction fluids etc. Corrections if any in the entries of the tender papers shall be signed in full by the bidder with seal and date.
5. **Qualification requirement of Bidders:** Self attested copy of the following documents should be submitted along with the bid in order to ensure qualification:
  - a) Valid Trade License from Khasi Hill Autonomous District Council (KHADC) for non-local bidders
  - b) Copy of PAN card
  - c) Copy of IT return filed for the last financial year (if any)
  - d) Experience in similar line with documentary evidence (if any).
  - e) Employee Provident Fund registration certificate.
  - f) Employee State Insurance registration certificate.
  - g) Goods and Service Tax (GST) registration certificate.
6. **Responsiveness of the Bid:** In order to determine the responsiveness of the bid, it must comply with the following conditions:
  - a) The original tender document issued by NEEPCO.
  - b) Tender document signed with seal by the bidder on all pages as specified.
  - c) Identity of the Bidder (three copies) as in Annexure – A, with photo wherever specified.
  - d) Earnest Money Deposit (EMD) of Rs. 12,000.00/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.
  - e) Tender fee (if downloaded) of Rs. 1000.00/- plus 18% GST in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.

Non submission of any of the above documents will result in rejection of the bid.
7. **Only successful bidder is required to submit the declaration on stamped paper as in Annexure-B**
8. **Bid Evaluation Criteria:** Only one bid against a party offering individual as well as under proprietorship/partnership firm shall be accepted. If any other bid is found to have same individual name already submitted against another proprietorship/partnership firm, it will be rejected. The contract shall be awarded to the bidder offering the lowest evaluated price in conformity with the requirements of the Bidding document.
9. **EPF:** Employers EPF contribution on the labour @ 12.68% will be borne by the Corporation. The employee contribution towards EPF @ 12% will be deducted from contractor's bill, if proof of PF



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registration has not been submitted by the contractor. The contractor is also required to submit details of PF deduction statement at the time of submission of bill.

## 10. Earnest Money/Contract Performance Guarantee (CPG):

- 10.1 In lieu of EMD, a BID security declaration has to be submitted as per Annexure-D in line with OM No. F.9/4/2020-PPD dated 12.11.2020 issued by Department of Expenditure, Ministry of Finance.
- 10.2 Earnest Money Deposit (EMD) of **Rs. 12,000.00/- (Rupees Twelve thousand)** only in the form of demand draft from a Nationalized bank/Scheduled bank, drawn in favour of NEEPCO Ltd., Shillong, which shall be valid for a period of at least 180 days
- 10.3 No interest will be paid on EMD in any form, to the bidders by the Corporation.
- 10.4 The EMD of the unsuccessful bidder shall be refunded without any interest after signing of the Contract Agreement with the successful supplier.
- 10.5 The EMD will be forfeited in case the bidder withdraws the offer for any reason whatsoever after the bid opening and during the period of Bid validity and extension/extensions thereof or in the case of successful Bidder, if the bidder fails within the specified time limit to sign their agreement or in case if any false statement or document is furnished by the bidder or if the successful bidder fails to place the vehicle in the Corporation within 30 (thirty) days from the date of issue of formal order.

11. **Security Deposit:** The EMD submitted for an amount of **Rs. 12,000.00/- (Rupees Twelve thousand)** only by the successful bidder shall be retained as security deposit. The Security deposit shall be released by the Corporation within one month after expiry of contractual period.
12. **Payment:** Running Bills, on monthly basis, shall be released to the contractor on successful completion of the work in all respects. No escalation shall be payable against this work and no claim in this regard shall be entertained. No advance is payable under this contract. Documentary evidence of GST return shall be submitted for releasing the proceeding bills.
13. **Penalty:** A penalty of 0.5% shall be recovered from the bill per week on the total cost of contract subjected to a maximum of 10% shall be imposed in case of negligence of duty or unauthorized absence for a continuous period of 5 (five) days or more by any laborer attached.
14. **Revision of rates for daily wages:** The monthly hire charge against each labour is subjected to change from time to time as per the rates published by the office of the Chief Labour Commissioner, GOI.
15. **Force Majeure:** The corporation reserve the right to suspend the work at any time under Force majeure conditions which shall include but not limited to the following:
  - 15.1 Acts of God, acts of Public enemy, wars, insurrection, riots, disturbance, explosion etc.
  - 15.2 Local disturbances and deteriorating law and order situation, bandh/industrial unrest of any nature.
  - 15.3 Any other reason beyond control of the Corporation.





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In the event of any suspension of work under Force majeure, the contractor shall have no right to claim for any compensation.

## 16. Termination of Contract on Death:

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

## 17. Default by the Contractor and Termination of Contract in full or in Part:

The Contractor shall not neglect to execute the works with due diligence and expedition or shall not refuse or neglect to comply with any reasonable orders given to him, in writing, by the Engineer in-Charge in connection with the works or shall not contravene the provisions of the Contract.

### i) If the Contractor,

- a) commits default in complying with or commits breach of any of the terms and conditions of the Contract and does not remedy it immediately and not later than 10 (ten) days, in any case, after a notice in writing is given to him in that behalf by the Engineer in-Charge, or
- b) fails to complete the work(s) or any item of work(s) within the time specified in the Contract or any extended time under the Contract and does not complete the work(s) or any item of work(s) within the period specified in a notice given in writing in that behalf by the Engineer in-Charge, or
- c) offers or gives or agrees to give to any person in the Corporation's service



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have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer in-Charge shall be conclusive evidence.

- ii) The Engineer in-Charge shall, on such termination of the Contract, have powers to take possession of:
- a) the site of work under the Contract as well as the land/premises allotted to the Contractor for his works and
  - b) all materials, plant, equipment, implements, stores, structures etc. thereon.

The Engineer in-Charge shall also have powers to carry out the incomplete work by any means or through any other Agency or by himself at the risk and cost of the Contractor. In such a case, the value of the work done through such Agencies shall be credited to the Contractor at his Contract prices and the Contractor shall pay the excess amount, if any, incurred in completing of the works as aforesaid and as stipulated under sub-clause 17 (iii) hereunder.

- iii) If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer in-Charge, are in excess of the value of the works credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Corporation. If the Contractor fails to pay such an amount, as aforesaid, within 30(thirty) days of receipt of notice in writing from the Engineer in-Charge, the Engineer in-Charge shall be empowered to recover such amount from any sums due to the Contractor under this or any other Contract or from his Security Deposit or otherwise.
- iv) The Engineer in-Charge shall also have the right to sell any or all of the Contractor's unused materials, constructional plant, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer in-Charge shall have the powers to recover the same in accordance with provisions of the Contract.
- v) All decision, actions of the Engineer in-Charge under the Clause as aforesaid shall be conclusive and binding on the Contractor.

18. **Recession of Contract:** In case, under any clause or clauses of this contract the Supplier shall render himself unable to pay compensation amounting to 10% of the total contract value, the Corporation shall have the power to rescind the contract by issuing a recession notice in writing





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or to say person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation or

- d) enters into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Engineer in-Charge, or
- e) obtains a Contract with Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering, or
- f) being an individual, or if a firm, any partner thereof, shall at any time be adjudged, insolvent or have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate, or if a trust deed be executed by him for benefit of his creditors, or
- g) being a company passes a resolution or a Court makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holder is appointed or circumstances arise which entitle the court or debenture holders to appoint a receiver or Manager, or
- h) suffers in the execution of the works from a lien being placed on his goods, or
- i) assigns, transfers, sub-lets, (engagement of labour on a piece work basis or of labour with materials not being incorporated in the work shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior writing approval of the Engineer in-Charge.
- j) has concealed any information or has furnished any incorrect statement or misrepresentation or wilful misstatement or misleading or false representation(s) in the forms, statements and attachments submitted in proof of his qualifications.

The Engineer in-Charge shall have powers to terminate the Contract in full or in part as aforesaid without the prejudice to any other right or remedy which shall



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OHSAS 18001

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to the contractor by the ordering authority which shall be final and conclusive and in such case the Security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

19. **Drawal of Agreement:** The successful bidder shall attend the office of the HoP, Wah Umiam Stage-III HE Project, NEEPCO Ltd., Mawsynram, Meghalaya within 20 (twenty) days after receipt of the detailed work order issued to him by the Corporation, for signing the formal agreement on non-judicial stamped paper of Rs. 20.00 (Rupees twenty) only as per prescribed format. **The stamped paper 3 nos. would be supplied by the contractor.**

20. **Settlement of Disputes and Arbitration:**

20.1 If any question of a dispute or difference of opinion whatsoever shall arise between the Supplier and the Corporation upon or in relation thereto or in connection with this contract, either of the parties may give to the other notice in writing of existence of such dispute. If the matter is not settled amicably by and between the parties, and on rejection, such matter of the dispute or difference of opinion shall be referred to the Arbitration in accordance with the Arbitration and Conciliation (Amendment) Ordinance, 2015 and Rules made there under and to such other or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman & Managing Director of NEEPCO or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Supplier.

20.2 The parties to the dispute, prior to referring the dispute to the Arbitrator, may mutually decide, first drawn up the specific terms of reference/issues by way of separate Joint Agreement, which shall be, filed before the Arbitrator for commencing the proceedings.

20.3 The sitting of the Arbitration proceeding shall be held at Shillong. The expenses/remuneration etc. for the arbitration proceeding shall be determined by the Arbitrator in accordance with Section 11 (14) of the Forth Schedule of the Ordinance, 2015 and the same shall be shared equally by NEEPCO and the Supplier.

20.4 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damage on whatsoever count will be entertained by the Arbitrator with respect to any dispute, difference or misunderstanding between NEEPCO and the Supplier.

21. **Laws Governing the Contract:**

The Contract shall be governed by the Indian Laws for the time being in force. The court at Shillong will have exclusive jurisdiction to entertain civil suits pertaining to this Contract.

22. **Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria:**

a) **For Micro & Small Enterprises (MSEs):**





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In line with Policy Circular No. 1(2) (1)/2016-MA Dated 10<sup>th</sup> March, 2016 of the Ministry of Micro, Small & Medium Enterprises on "Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria", the Criteria of Prior Turnover and Prior Experience are relaxed as below for Micro & Small Enterprises, subject to meeting of quality and technical specifications:

i) Technical Qualifying Requirement:

The bidder shall have minimum 1(one) year experience of successfully executing 'similar nature of work' in Government or Private Entities as a contractor.

The above relaxation shall be applicable only to those MSE bidders who are registered as MSE with appropriate authority for trade similar to the tendered job, for which the bidder shall submit document such as MSE registration certificate for such registration.

ii) Financial Qualifying Requirement:

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

a) For start-ups:

In line with DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on "Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience - Prior Turnover criteria" and as per Section 2.1(5) of "Action Plan for Startup India" announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.

Startup bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup recognition certificate to prove bidder's recognition in trade similar to the tendered job. Startup bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.

The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17<sup>th</sup> February 2016 and all other subsequent directives/guidelines thereof. The Startup Enterprises shall submit startup India recognition





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certificate issued by Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

## 23. **Conditions for Micro & Small Enterprises (MSEs):**

23.1 The bidders participating as Micro & Small Enterprises (MSEs) shall submit an Undertaking in the prescribed format given in Form-E of Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the 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 under Udyog Aadhaar Memorandum
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

23.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. 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.

23.3 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 cast/tribe in addition to certificate of registration with any one of the agencies mentioned above at Clause 23.1. MSE owned by SC/ST shall satisfy any of the following:

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

23.4 The MSEs registered with any one of the above-mentioned agencies/ bodies are exempted from payment of Bid Fee and Earnest Money Deposit (EMD).

The Startup bidders are also exempted from payment of Earnest Money Deposit (EMD).



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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, Government of India.


24. Valid GST registration certificates are to be enclosed, GST exemption if any are also to be attached.
25. Valid Employees State Insurance (ESI) certificate is to be enclosed.
26. Valid Employees Provided Fund (EPF) certificate is to be enclosed.

Chief General Manager (C)/HoP  
Wah Umiam Stage-III HEP  
Mawsynram  
Dtd. 28/02/2022

Memo No. NEEPCO/HoP/S&I/Wah Umiam/T-04/2021-22/ 542-46

Copy to: -

1. The ED (S&I), NEEPCO, Guwahati for favour of kind information please.
2. The General Manager (Fin), Funds, Shillong, for favour of kind information please. She is requested to kindly depute one representative on the date and time of opening of tender.
3. The General Manager (IT), Shillong, for kind information please. He is requested to kindly upload the NIT in NEEPCO website on 28/02/2022. Soft copy of the NIT is mailed to [itshillog@neepco.co.in](mailto:itshillog@neepco.co.in)
4. The Nodal Officer, CPP portal of NEEPCO, C&P, Shillong for information please. He is requested to upload the NIT in the CPP portal.
5. Notice Board.

  
for Chief General Manager (C)/HoP  
Wah Umiam Stage-III HEP  
Mawsynram