

**CONSTRUCTION OF BOUNDARY WALL  
WITH IRON GATE AND OTHER ANCILLARY  
WORKS IN NEEPCO BHAWAN, R.G. BARUA  
ROAD, GUWAHATI-781005**



ISO: 9001, 14001,  
& 45001

Bid Document  
Detail NIB



ISO: 9001, 14001,  
& 45001

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD.  
(Government of India Enterprise)  
REGIONAL AFFAIRS WING**

**NEEPCO BHAWAN, R. G. BARUAH ROAD,  
SUNDARPUR, GUWAHATI-781005**

**E-mail: [ra.ghy@neepco.co.in](mailto:ra.ghy@neepco.co.in)**

**Website: [www.neepco.co.in](http://www.neepco.co.in), CIN-U40101ML1976GOI001658**



**NIB NO. 10. DATED 03/11/2023  
DETAIL NOTICE INVITING BIDS (E-TENDER)  
(DOMESTIC COMPETITIVE BIDDING)  
FOR**

**CONSTRUCTION OF BOUNDARY WALL WITH IRON GATE AND OTHER  
ANCILLARY WORKS IN NEEPCO BHAWAN, R.G. BARUAH ROAD, GUWAHATI-  
781005**

North Eastern Electric Power Corporation Limited (NEEPCO Ltd.) invites online Open Tender through e-procurement portal <https://etenders.gov.in> from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Two-Envelope bidding system through Domestic Competitive Bidding (DCB) route for carrying out the work of **“CONSTRUCTION OF BOUNDARY WALL WITH IRON GATE AND OTHER ANCILLARY WORKS IN NEEPCO BHAWAN, R.G. BARUAH ROAD, GUWAHATI-781005”**

**1. Scope of work:**

The scope of work under this tender covers the following:

**“Construction of boundary wall with iron gate and other ancillary works in NEEPCO BHAWAN, R.G. Baruah road, Guwahati-781005”**

Please refer Tender Drawings and Bill of Quantities of Bid Document for detailed Scope of work.

**2. Bidding Procedure:**

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:

**Techno-Commercial Bid (Envelope No. 1):** Shall contain documents in support of Qualifying Requirement and Techno-Commercial Bid.

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**Price Bid (Envelope No. 2):**

Shall contain Price Bid. Price Bids of only those Bidders who qualify in Techno-Commercial Evaluation shall be opened.

**3. Time of Completion:**

The scheduled time of completion of the work shall be 90 (ninety) days from the date of issue of Letter of Intent/WO.

- 4. Security Deposit:** Security Deposit: Security Deposit @ 10% of the work value shall be deducted from the bill made on account of this contract, which shall be retained for a period of 1(one) year beyond the completion date against the work with no interest thereon.

**5. Refund of Security Deposit:**

The security deposit less any amount due shall on demand, be returned to the contractor on expiry of Defects Liability Period from the date of completion of the work in all respect or on Payment of the amount of the Final Bill payable in accordance with contract clause whichever is later, provided that the Department is satisfied that there is no demand outstanding against the contractor.

- 6. EMD:** The bidder shall furnish along with his Bid, an amount of Rs. 60,000/- (Rupees Sixty Thousand) only as EMD.

**MSE bidders are exempted from submission of EMD on furnishing authenticate relevant MSE registration document.**

**7. Qualifying Requirements:**

**7.1 General Qualifying Requirement:**

Bidders are to submit the following particulars along with the detailed Bid Documents in support of the Qualifying Requirements.

1. Documentary evidence of Registered Company or Partnership Company or Proprietorship Company.
2. Documentary evidence of EPF Registration and payment of EPF contribution against employees.
3. Documentary evidence of Registration under ESI act, 1948.
4. Documentary evidence of GST Registration certificate.
5. Documentary evidence of Registration with Department of Labour.
6. Income Tax PAN Number along with proof of having submitted IT returns.

**7.2 Technical Qualifying Requirement:**

The bidder shall have experience of the following works, during the last 5 (five) years, ending on the last day of the month previous to the one in which the tenders are invited:

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- (i) Successful completion of the similar work(s), fulfilling any one of the following:
- (a) 1 (one) similar work valued at Rs. 24 Lacs or more,  
Or,
  - (b) 2 (two) similar works each valued at Rs. 15 Lacs or more,  
Or,
  - (c) 3 (three) similar works each valued at Rs. 12 Lacs or more.

Documentary evidence in support of the above experience indicating details like value, quantity of works executed, name of the clients/employers, proof of satisfactory completion of work, shall be furnished along with the Techno-commercial bids for establishing eligibility. The documents should be in the form of copies of Detail Work Order and Completion certificate of Clients / Owners.

### **7.3 Financial Qualifying Requirement:**

#### **i) Minimum Average Annual Turnover (MAAT):**

Minimum Average Annual Turnover of the bidder shall be Rs. 30 Lacs in the best three Financial Year out of the last 5 (five) Financial years. Other income shall not be considered for arriving at the minimum average annual turnover.

For evaluation purpose, the annual turnover of preceding years shall be brought to the current price level by considering an average inflation rate of 4 % per year.

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 up to FY 2022-23, 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 / Certified Public Accountant (CPA) will be also considered acceptable.

**In the certificates and attestations by the Chartered Accountant, UDIN (Unique Document Identification Number) shall always be mentioned therein.**

#### **7.4 Formation of Consortium /Joint-Venture for participation in the tender is not allowed.**

Authenticate documentary evidence in support of qualifying requirements, as mentioned under **Clause 7** above, shall be submitted in Techno-Commercial Bids. For qualifying requirements specified at Clause 7.1 above, the documents should be in the form of Certificate of Client/ Owner/ Developer. Bids submitted without fulfilling the qualifying requirements shall be outrightly rejected.

Notwithstanding above, NEEPCO shall have the right to seek any other information / testimonies, as may be required and non-submission / refusal to submit these shall result in disqualification.

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8. Interested Bidders, who fulfill the qualifying requirements as mentioned under Clause 7.1 above, may download the Bid Document from <https://etenders.gov.in> on Bidder registration in the portal.
9. The detailed scope of works and other terms and conditions are elaborated in the bid document. For any clarification related to terms and conditions of Bid Document, bidders are requested to send their queries online at <https://etenders.gov.in> under “Seek Clarifications” within the timeline stipulated in the system.

Alternatively, the bidders may also forward e-mail clearly stating their queries to tendering authority at e-mail id [ra.ghy@neepco.co.in](mailto:ra.ghy@neepco.co.in). Bidders may contact in regard to the instant NIB at 9864028617/ 9577049052/9435349525

## **10. Participation in Bids**

### **10.1 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.

### **10.2 Registration for Participation in Bids:**

- a. Bidders are required to enrol 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 Enrolment**” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. Bidder can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Bidders are requested to get themselves enrolled on the e-Procurement Portal (**URL: <https://etenders.gov.in/eprocure/app>**) well in advance and no extra time will be considered for submission of bids for the delay in enrolling on the e-Procurement portal.

For Registration and other e-procurement portal related queries, bidders may contact NIC at:

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Detail NIB

Ms. Deibaphire Suchiang  
Rollout Support Engineer,  
National Informatics Centre, Meghalaya State Centre, Shillong  
Mobile No. 07005490585  
Email Id: deibasuchiang496@gmail.com

**10.3 Bid Fee:**

For participation in this tender, Bidders shall have to pay BID FEE (non-refundable) of Rs. 1000.00 (Rupees one Thousand) only including 18 % GST (SAC Code 9954) (NEEPCO Guwahati GST NO.: 18AAACN9991J6ZM). Applicable Bank charges shall be borne by the bidder.

The bidder shall make the payment in the form of DD/CDR/FDR/BANK DRAFT from any Nationalised Scheduled Bank in India, drawn in favour of NEEPCO Ltd. payable at Guwahati.

**11 Submission and Opening of Bids**

11.1 Bidders shall prepare and submit their bids online in <https://etenders.gov.in> as per timeline mentioned in Clause 13 below. Submission of online bids is mandatory for consideration of the bids by NEEPCO.

The above-mentioned document shall be submitted by hand or by registered Post/ Courier in a sealed envelope superscripted as “**Hard Copy of documents against NIB No. 10 Dated 03-11-2023 for Construction of boundary wall with iron gate and other ancillary works in NEEPCO BHAWAN, R.G. Baruah road, Guwahati-781005**” at the following address within the scheduled date and time mentioned under Clause 13 below.

**The General Manager (C),  
Regional Affairs  
North Eastern Electric Power Corporation Ltd.,  
NEEPCO Bhawan, R. G. Baruah Road, Sundarpur,  
Guwahati-781005**

**E-mail: [ra.ghy@neepco.co.in](mailto:ra.ghy@neepco.co.in)**

**12. Bid validity:** 60 (Sixty) days from the date of opening of Techno-Commercial Bids.

**13. Tender timeline:**

a)	Date of commencement of downloading of Bid Document from <a href="https://etenders.gov.in">https://etenders.gov.in</a>	10:00 Hours of 04-11-2023
b)	Last date & time of receipt of queries from prospective bidders	Up to 18:00 Hours of 16-11-2023
c)	Last date & time for submission of online bids	Up to 18:00 Hours of 17-11-2023

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d)	Last date & time for receipt of offline documents to be submitted as per bid conditions	Up to 18:00 Hours of 17-11-2023
e)	Date & time for opening of Techno-Commercial bids online	At 15:00 Hours on 20-11-2023
f)	Date & time for opening of Price bids online	Date & time shall be intimated separately to those Techno-Commercially qualified bidders, who qualify in Techno-Commercial evaluation.

In the event the last date specified for submission of offline documents and date of online opening of Techno-Commercial bids is declared as a closed holiday for NEEPCO, the last date for submission of offline documents and date of online opening of Techno-Commercial bids will be the following working day at the appointed times.

14. Bidders are requested to visit <https://etenders.gov.in> regularly for any subsequent notice of Clarification/Amendment/Corrigendum to this Notice Inviting Bid.
15. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO.
16. The quality of work is the prime importance in the instant Bid. All materials shall be of good quality and as per the specifications. Bidders are therefore requested to assess the rates of all the items before quoting the bid. Bid quoting abnormally low/high is liable for rejection even if stands as L1.
17. The bidder shall quote their rate considering the appropriate rate of Forest Royalty to be paid as per the Government Notification No.475 Dispur, Monday, 11<sup>th</sup>- October 2021.

**General Manager (C)  
Regional Affairs**

# **DEVELOPMENT OF BOUNDARY WALL AND LANDSCAPING AT NEEPCO, GUWAHATI**





## Development of Boundary wall and landscaping at NEEPCO, Guwahati





**Development of Boundary wall and landscaping at NEEPCO, Guwahati**





## Development of Boundary wall and landscaping at NEEPCO, Guwahati



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## Development of Boundary wall and landscaping at NEEPCO, Guwahati





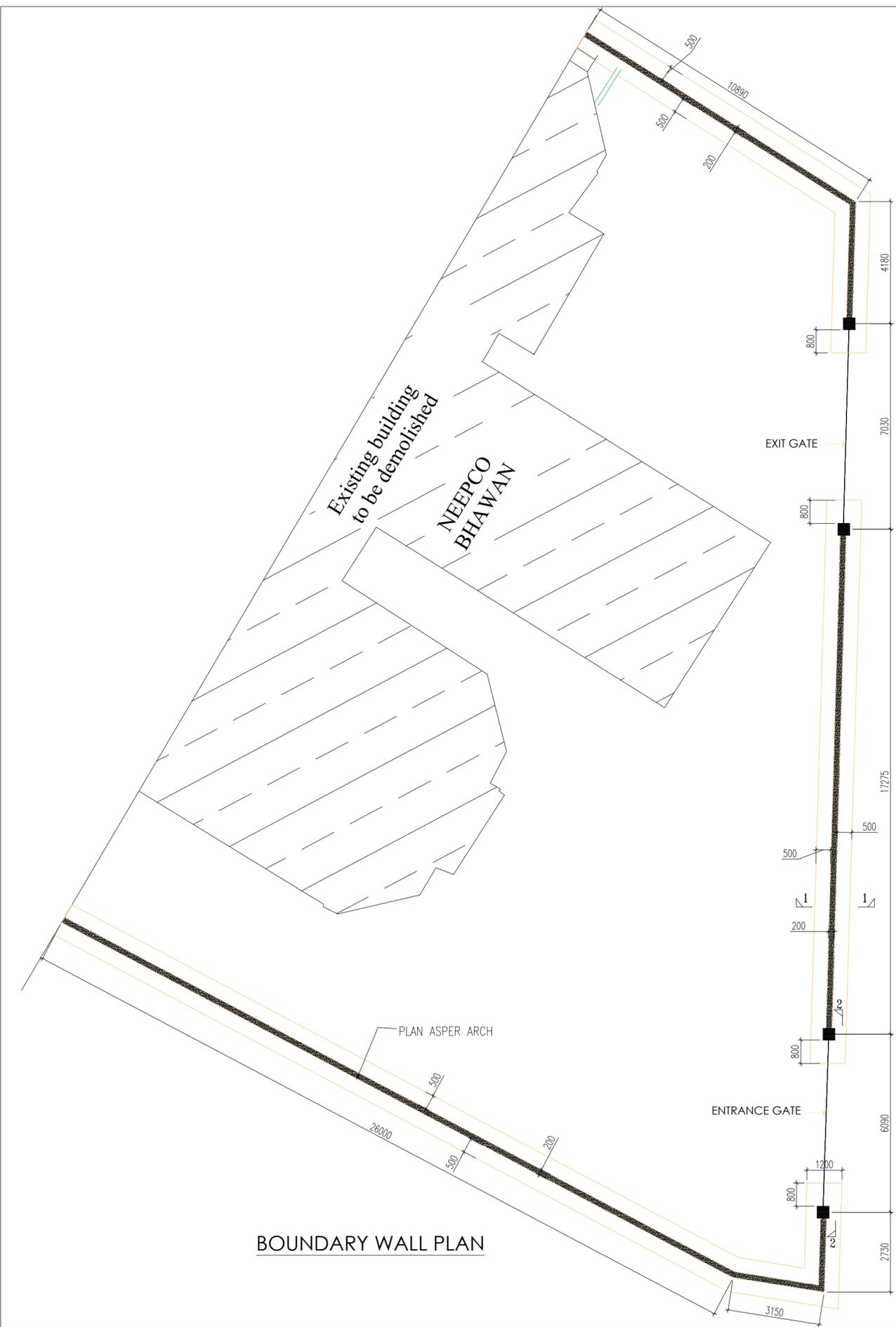
Development of Boundary wall and landscaping at NEEPCO, Guwahati



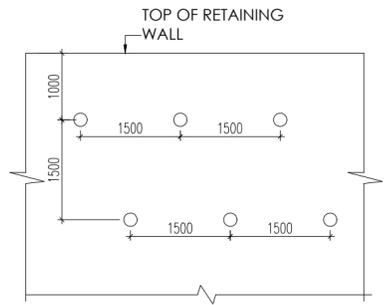


Development of Boundary wall and landscaping at NEEPCO, Guwahati

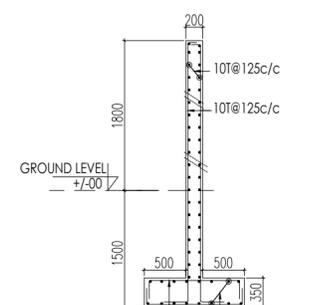




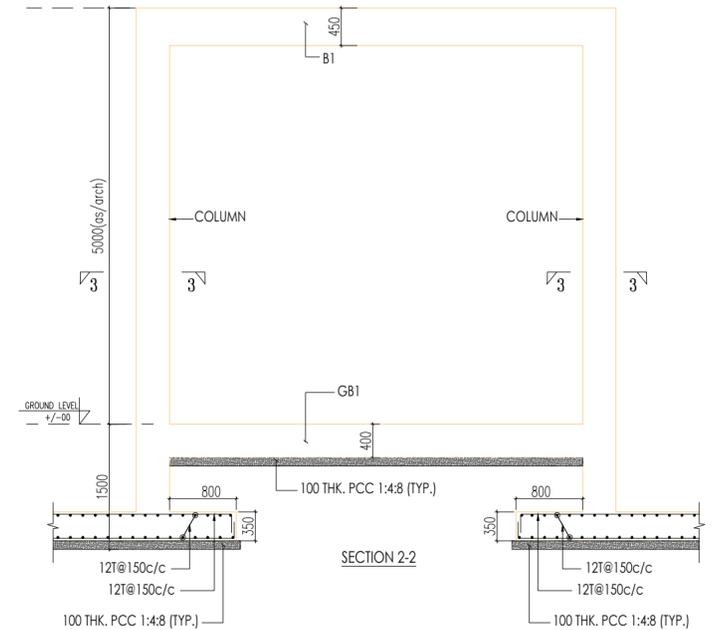
**BOUNDARY WALL PLAN**



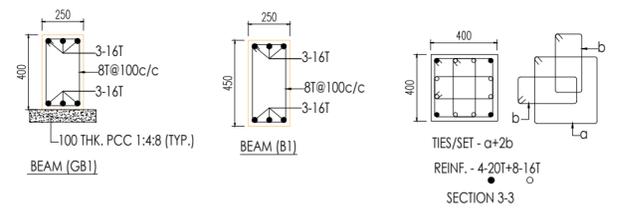
**TYPICAL ELEVATION OF RETAINING WALL  
SHOWING LOCATION OF WEEP HOLES**



**BOUNDARY WALL DETAIL  
SECTION 1-1**



**SECTION 2-2**



**BEAM (GB1)**

**BEAM (B1)**

**SECTION 3-3**

**NOTES:**

- GENERAL:
  - THE ASSUMED BEARING CAPACITY OF SOIL IS TAKEN TO BE --- KN/M<sup>2</sup> AT A DEPTH OF 1.5 METRES BELOW N.G.L.
  - ALL R.C.C. WORK SHALL BE DONE AS (IS:456 & IS1893) WITH LATEST AMMENDMENTS.
  - ANY DISCREPANCY IN DIMENSIONS SHALL BE BROUGHT TO THE NOTICE OF ARCHITECT & ENGINEER BEFORE START OFWORK.
- REINFORCEMENT STEEL & DETAILS:
  - ALL REINFORCEMENT SHOULD BE OF TESTED QUALITY.
  - HIGH YIELD STRENGTH DEFORMED BARS WITH CHARACTERISTIC STRENGTH OF 500N/mm. CONFORMING TO (IS:1786) SHALL BE USED.
  - LAP LENGTH FOR HIGH YIELD STRENGTH DEFORMED BARS SHALL AS PER IS:456. GENERAL GUIDELINE THE FOLLOWING MAY BE USED:-  
BARS IN COMPRESSION 40 x d  
BARS IN TENSION 50 x d  
WHERE d IS BAR DIAMETER.
  - LAPS SHALL BE STAGGERED SO THAT NOT MORE THAN 1/2 OF BARS SHALL BE LAPPED IN ANY SECTION.
- CONCRETE:
  - NOMINAL SIZE OF CRUSHED STONE GRADED AGGREGATE SHALL BE 20mm.
  - CONCRETE GRADE M-25 SHALL BE USED U.O.S.  
(a) MINIMUM CEMENT CONTENT 300 KG/m<sup>3</sup>  
(b) MAXIMUM FREE WATER RATIO SHOULD BE 0.5
  - CLEAR COVER IN MILLIMETERS TO REINFORCEMENT:
 

	SIDE	BOTTOM
FOOTINGS	75	50
COLUMN	40	-
  - CLEAR COVER TO COLUMN 40mm.
  - NGL INDICATES NATURAL GROUND LEVEL.

CLIENT	
ARCHITECT'S :	
STRUCTURAL CONSULTANT'S :	
PROJECT TITLE :	
DRAWING TITLE :	<b>BOUNDARY WALL DETAIL</b>
DRAWN BY: -----	DESIGNED BY : -----
CHECKED BY : -----	APPROVED BY : -----
DATE : 16-07-2023	SCALE : N.T.S
DWG NO: PB01	REV.NO: 0





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**GENERAL CONDITIONS OF CONTRACT**

**CLAUSE NO.1: DEFINITIONS:**

In the contracts, the following expression shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:

- 1.1 The “Government” shall mean the Government of India or any State Government, as may be the case.
- 1.2 The “Corporation” or “Purchaser” or “Owner”: shall mean North Eastern Electric Corporation Ltd. having its registered office at Lower New Colony, Shillong-3, Meghalaya and includes therein legal representatives, successors and assigns.
- 1.3 The “Chairman and Managing Director” shall mean the administrative head of the North Eastern Electric Power Corporation Limited.
- 1.4 The “Contract”: means the document forming the tender, acceptance thereof and the formal agreement executed between the North Eastern Electric Power Corporation Limited and the Contractor, together with documents referred to therein, otherwise it shall mean the Notice Inviting Tender, information and instruction to tenderers, Tender including the warranty, “Schedule of Quantities and Prices” and other schedules attached thereto, General Conditions of contract, Special Conditions, Minutes of Pre-bid-Discussions, if any, Technical Specifications, Design Drawings and Letter of Intent thereof.
- 1.5 “Contract Sum”: shall mean the amount arrived at by multiplying the quantities shown in the schedule of quantities and prices (Bill of Quantities and Prices) by the respective item rates as allowed.
- 1.6 The “Contractor” shall mean the person or Corporation or firm whose tender for the work has been accepted and his/its executors, administrators or permitted assigns.
- 1.7 “Works”: shall mean the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra works, additions, deletions, substitutions and variations ordered by the Department in accordance with the provision of the contract.
- 1.8 “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 Engineering Officer appointed by the Corporation or its duly authorised representatives to direct, supervise and be in charge of the works for the purpose of the contract.
- 1.9 “Specifications”: shall mean more collectively all the terms and stipulations contained in this book including the Conditions of Contract, Technical Provisions and Annexures thereto and list of corrections and amendments.
- 1.10 “Site”: shall mean 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 as being reasonable and necessary for carrying out of the works.
- 1.11 “Labourer”: shall mean the 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



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primarily by the contractor.

- 1.12 “Day”: shall mean a calendar day beginning and ending at midnight.
- 1.13 “Month or Calendar Month”: means not only the period from the first of a particular month, but also any period between a date in a particular month and the date previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- 1.14 “Week”: means seven consecutive calendar days.
- 1.15 “Security Deposit”: means all deposits whether in Government Securities, Fixed Deposit Receipts or Bank Guarantees from Nationalised Banks in India, amounts deducted from interim payments or in any other form pledged to the Corporation for due performance of the contract and shall adjust in case of compensation or penalties and which may stand either in part or whole as the situation demands.
- 1.16 “Department”: means the North Eastern Electric Power Corporation Limited represented by the General Manager (C), Regional Affairs Wing, Guwahati.

**1.17 CLAUSE NO.2: INTERPRETATION:**

- 2.1 Words, imparting the singular only shall also include the plural; he includes her and vice versa unless this is repugnant to the context.
- 2.2 Heading and notes in these general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.
- 2.3 Unless otherwise provided all reference to sums of money shall refer to Indian Currency and shall be made in the Indian Currency.

**CLAUSE No. 3 : EMD :**

The bidder shall submit EMD amounting to Rs.60,000/- (Sixty Thousand only) alongwith the Bid. However, the MSME bidders are exempted from submission of EMD on furnishing of authentic document.

**CLAUSE NO.3: SECURITY DEPOSIT:**

Security Deposit: Security Deposit @ 10% of the work value shall be deducted from the bill made on account of this contract, which shall be retained up to 1(one) year beyond the completion date against the work with no interest thereon.

**CLAUSE NO.4: REFUND OF SECURITY DEPOSIT:**

The security deposit less any amount due shall on demand, be returned to the contractor on expiry of Defects Liability Period from the date of completion of the work in all respect or on Payment of the amount of the Final Bill payable in accordance with contract clause whichever is later, provided that the Department is satisfied that there is no demand outstanding against the contractor.

**CLAUSE NO.5: SUFFICIENCY OF TENDER:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of quotations and prices which shall (except as otherwise provided in the contract) cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of works in accordance with the provisions of the contract and its maintenance during construction.



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- a) Necessary for the proper execution of the works or by reasons of weather conditions or by some defaults on the part of the contractor, or
- b) Necessary for the safety of the works or any part thereof, the contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of suspension of works ordered by the Department for reasons other than aforementioned and when each such period of suspension exceed 14 days, (commutative) the contractor shall be entitled to such extension of time for completion of the works as the Department may consider reasonable.

**CLAUSE NO.7: FORECLOSURE OF CONTRACT IN FULL OR PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

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

The contractor shall be paid at contract rates for full amount of the works executed at site and, in addition if any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the contractor to the Corporation at rates not exceeding those at which those were originally issued less allowances for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor.

**CLAUSE NO. 8: TERMINATION OF CONTRACT ON DEATH:**

If the contractor is an individual or a proprietary concern in the individual or the proprietor dies, or if the contractor is 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 contractor. 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 of each 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.

**CLAUSE NO. 9: DEFAULT BY THE CONTRACTOR AND TERMINATION OF**



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**CONTRACT IN FULL OR IN PART:**

- 9.1 If the contractor,
- i) Commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it immediately and not later than 10 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
  - ii) Fails to complete the work(s) 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 Department or
  - iii) Shall offer or give or agree to give any person in Corporation's service 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
  - iv) Shall enter 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 Department or
  - v) Shall obtain a contract with Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering or
  - vi) 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
  - vii) Being a company shall pass a resolution or court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holder shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
  - viii) Shall suffer on execution in an execution being leveled on his goods.
  - ix) Assigns, transfers, sublets, (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 subletting) or attempts to assigns transfer or sublet the entire works or any portion thereof without the prior writing approval of the Engineer-in-Charge.

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

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**(Government of India Enterprise)**  
**REGIONAL AFFAIRS WING**

**NEEPCO BHAWAN, R. G. BARUAH ROAD,**  
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- 9.2 The Department shall, on such termination of the contract, have powers
- i) To take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and
  - ii) Also any materials, construction plant, equipment, implements, stores, structures etc. thereon. The Department 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.
- 9.3 On termination of the contract in full or in part, the Department may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works within a stipulated period. If the contractor shall fail to do so within the period stipulated in a notice in writing by the Engineer-in-Charge, the Department may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor, which shall be released after completion of works and settlement of amounts under the contract.
- 9.4 If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the works credited/to be credited to the contractor, the difference shall be paid by the contractor to the Corporation. If the contractor fails to pay such an amount, as aforesaid, within 30 days of receipt of notice in writing from the Engineer-in-Charge, the Department 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.
- 9.5 Also the Department shall have the right to sell any or all of the contractor's unused materials, constructional plant, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there may be any balance outstanding from the contractor, the Department shall have the powers to recover the same in accordance with provisions of the contract.
- 9.6 All decision, actions of the Department under the clause as aforesaid shall be conclusive and binding on the contractor.

**CLAUSE NO. 10: COMPLETION TIME AND EXTENSION:**

- 10.1 The scheduled time of completion of the work shall be 90 (ninety) days from the date of issue of Letter of Intent/WO.
- 10.2 However, if the work is delayed on account of:
- i) Increase in quantity of work to be done under the contract
  - ii) Suspension of work as per
  - iii) Rebuilding or work "Force Majeure"



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- iv) Non-availability of erection fronts
- v) Any other clause which, in absolute discretion of the Department is beyond the contractor's control, then immediately upon the happenings of any such event as aforesaid, the contractor shall inform the Department accordingly, but the contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the contract within 40 days of the date of happenings of any such events as indicated above.

10.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writings, the Department may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of each executions during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Department may at his sole discretion and with due regard to the event grant fair and reasonable of time.

**CLAUSE NO. 11: COMPENSATION FOR DELAY:**

11.1 If the contractor fails to complete all items of work in respect of the work as a whole and as specified in the contract, before expiry of the period(s) of completion as stipulated in the aforesaid schedule, or any extended period (not due to the fault of the contractor) as may be allowed, he shall without prejudice to any other right or remedy of the Corporation on account of such default pay compensation as stipulated in the contract as below :-

a) 0.5% of Contract Sum per week of delay subject to maximum of 15% of contract sum.

11.2 Should, however the contractor achieve the completion of the entire works as a whole under the contract within the time as stipulated in the contract, or in the extended time (not due to the reasons default on the part of the contractor) as may be accorded, the Corporation will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group/sub-group as aforesaid in full. In this regard the decision of the Department shall be final and binding.

11.3 The amount of compensation may be adjusted/withhold/deducted or set off against any sum payable to the contractor under this or any other contract with the Corporation.

**CLAUSE NO. 12: COMMENCEMENT OF WORK:**

The contractor shall commence the work(s) immediately after the issue of Letter of Intent/ Work Order and shall proceed with the same without delay as may be expressly sanctioned or ordered by the Department. If the contractor commits default in the commencement of work as aforesaid, the department shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money. .

**CLAUSE NO. 13: WORKS TO BE CARRIED OUT- IN ACCORDANCE WITH SPECIFICATION AND ORDERS ETC.:**



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13.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict conformity with the specification laid down by the Department under the terms and conditions of the contract. The contractor shall also confirm exactly, fully and faithfully to the specifications and instructions in writing in respect of the work duly signed by the Department as may be issued from time to time.

13.2 All instructions and orders in respect of the work shall be given by the Department in writing. However, verbal instructions or orders shall be confirmed by the Department as soon be deemed to be valid.

**CLAUSE NO. 14: QUANTITIES & UNIT PRICES:**

- a) The quantities noted in Bill of Quantities shall be treated as approximate only for comparing tenders and no claims shall be made against the Corporation for excess or deficiency therein whether actual or relative. The contractor shall do the entire quantity of work required for completing the job as per the specifications at the agreed rates.
- b) **The rates to be quoted in Bill of Quantities will be inclusive of GST.**
- c) The contractor shall be entitled to payment for the work done by him and only at the unit rate quoted by him. No claims by him for any work included in the contract, but not done by him either in part or in full will be entertained.

**CLAUSE NO. 15: DEVIATIONS:**

15.1 The Department shall have power to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works. In the aforesaid purpose or for any other reason, if it shall in the opinion of the Department be desirable he will also have the powers to make deviations, such as

- i) Variations
- ii) Extra
- iii) Additions/omissions and
- iv) Alterations or substitution of any kind. No such deviations in the specifications or Schedule of quantities, as aforesaid shall in any way vitiate or invalidate the contract and any such deviations which the contractor may be directed to do shall form integral part of the contract as it originally provided therein and contractor shall carry out the same on the same conditions in all respect on which he agreed to do the works under the contract.

15.2 The rates for such items of works are as required to be executed due to deviations, as stated in sub-clause shall be payable in the manner as stated hereunder.

- i) The rates already provided in the schedule of quantities shall apply in respect of the same item(s) of work to be executed due to variations.
- ii) In case some items are not available in the schedule of quantities, the rates of such items, as far as practicable, shall be derived from the quoted rates of analogous item(s) in the



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schedule of quantities after actual observation at site. The decision to select analogous item(s) shall be taken by the Department which shall be conclusive and binding on the contractor.

- iii) Provided where some extra items and/or analogous items are not available in the schedule of quantities the rates for such items to be executed shall be determined by the Department on the basis of actual analysed cost taking the following into consideration:
1. Cost of materials including taxes.
  2. Cost of transportation to site.
  3. Cost of direct wages (no other fringe benefit will be taken into account) and equipment charges.
  4. Cost of facilities like electricity.
  5. Profit @ 10% on the sum of (1) to (4).

Note:-

- a) The decision of the Department if any, in deriving rates as aforesaid shall be conclusive and binding on the contractor.
  - b) Over head and profit on the cost of materials as at (1) above is not applicable against the materials if supplied by the contractor.
- 15.3 Under no circumstances, the contractor shall at any stage suspend the work on account of non-settlement of rates of such deviated items.

**CLAUSE NO.16: LABOUR:**

The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-laws of any local or other statutory Authority applicable in relation to the execution of the works, such as:

- i) Payment of wages Act, 1936 (Amended).
- ii) Minimum wages Act, 1948 (Amended).
- iii) The correct labour (Regulation and Abolition) Act, 1970 with rules framed there under as amended.
- iv) Workman Compensation Act, 1923 as amended by Amendment Act, No.65 of 1976.
- v) Employer's Liability Act, 1938 (Amended).
- vi) Maternity Benefit Act, 1961 (Amended).
- vii) The Industrial Employment (Standing Orders) Act, 1946 (Amended).
- viii) The Industrial Disputes Act, 1947 (Amended).
- ix) Payment of Bonus Act, 1965 and Amendment Act No.43 of 1977 and No.48 of 1978 and any amendments thereof.
- x) The Personal Injuries (Compensation Insurance) Act, 1963 and any modification



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thereof and Rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra whatsoever, shall be payable to him on this account.

xi) E.P.F. and M.P. Act, 1952

Provided always, that the contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and labour Regulations.

**CLAUSE NO. 17: MATERIALS:**

The contractor at his own expenses shall arrange and supply all materials, bought out items and consumable items required for this contract.

17.2 The Department shall be entitled at any time to inspect and examine any materials intended to be used in the works on the site The Department shall have full powers for removal of any or all such materials brought to site by the contractor which are not in accordance with the contract specifications, or samples approved by him. Should the contractor fail to remove the rejected materials, the Department shall be at liberty to have them removed by other means at the contractor's cost. The Department shall have full powers to procure other proper materials to be substituted at contractor's cost.

**CLAUSE NO. 18: MEASUREMENTS:**

The Department shall except as otherwise stated ascertained and determine by measurement, the value of work done in accordance with the contract.

Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the contract shall be taken in accordance with the procedure set forth in the technical specifications or schedule of quantities under the contract. In case of items of work which are not covered by the Technical Specification or schedule of quantities measurement shall be taken in accordance with the relevant standard methods of measurement laid down by the Indian Standard Institution.

All items having financial value shall be entered in measurement book, level book, etc. prescribed by the Corporation so that complete record is maintained of all work performed under the contract.

Measurement shall be taken jointly by the Department or his authorised representative and by the contractor or his authorised representative.

Before taking measurements of any works, the Department or his representative deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such notice or fails to countersign or to record the objection within a week or from the date of taking measurements then in that event the measurements taken by the Department shall be taken to be correct and final measurements of such works.

18.6 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded by the



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representative of the Engineer-in-Charge, a note to that effect shall be made in the measurement book against the item objected to and such measurement shall be signed and dated by both the parties engaged in taking the measurement. The decision or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra and deviations.

**CLAUSE NO. 19: PAYMENT OF FINAL BILL:**

Final measurement shall be made on completion of work only when the Engineer-in-Charge, has given a certificate of completion of work. Payment will be made to the contractor on the basis of final measurement so taken, adjustment of all outstanding recoveries on account of advance payments, if any made to the contractor and other recoveries of amounts due from the contractor. Credit shall also be given to the Corporation for all intermediate payments to the contractor.

**E-Payment:**

The selected Bidder/Supplier shall have to furnish the following information for receiving E-payments from the Corporation against their Bills for the supply performed:

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. of the Bank:
8. Telephone No. of the Bank:
9. E-mail address of the Bank:

**CLAUSE NO. 20: CONTRACTOR'S RISK:**

- a) The contractor shall take upon himself the whole risk of executing the works and all materials obtained for the purpose of the contract and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Corporation.
- b) 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 from whatsoever cause arising and shall deliver up the works complete and undamaged.

**CLAUSE NO. 21: JURISDICTION:**

The court situated at the place where the headquarter of the Corporation is situated viz. Shillong will have jurisdiction to entertain civil suits pertaining to the contract.

**CLAUSE NO. 22: DATA IN SUPPORT OF RATES:**

Prior to or after formal acceptance of the tender, the tenderer shall submit to the Department if and when called upon to do so the data in support of the rates quoted. It is



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presumed that the contractor will quote rates for each item in Bill of Quantities on the basis of data worked out by him, in which case there should be no difficulty on the part of the contractor to submit details of data when called for. If the details of data are not furnished when called satisfactory reasons for not furnishing such data should be indicated, and in such cases the decision of Department is final & binding.

**CLAUSE NO. 23: TAXES, DUTIES AND LEVIES ETC.:**

**The rates quoted by the tenderer shall be inclusive of all applicable Taxes, Duties, Levies, Royalties, Vat, Monopoly, Octroi etc.**

**CLAUSE NO. 24: DEFECTS LIABILITY PERIOD:**

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Department, any defect which may develop or may be noticed before the expiry of 12 months from the certified date of completion and intimation of which has been sent to the contractor within 7 days of the said period by a letter sent by hand delivery or by registered post.

**CLAUSE NO. 25: LAWS GOVERNING THE CONTRACT:**

Unless otherwise hereinafter provided, this contract shall be governed by the Indian Laws for the time being in force.



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**AGREEMENT FORM**

(To Be Drawn Up in Non Judicial Stamp Paper)

This Agreement made this \_\_\_\_\_ day of 2023 between \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') and the North Eastern Electric Power Corporation Limited (hereinafter referred to as the 'Corporation') having their registered office at Shillong, Meghalaya.

Whereas the Corporation has decided to Renovation \_\_\_\_\_ in the \_\_\_\_\_ (hereinafter called the 'Work') mentioned, enumerated and referred to in the Schedule, Conditions of Contract and Technical Specifications for \_\_\_\_\_ (hereinafter called the 'Tender Documents') issued by the North Eastern Electric Power Corporation Limited and whereas the terms and conditions in the detailed notice inviting tender for the said works were further negotiated and settled between parties and whereas the North Eastern Electric Power Corporation Limited did accept the tender of the Contractor for execution of the said work.

Now this agreement witnessed and it is hereby agreed and decided as follows: -

In consideration of payments to be made to the Contractor by the North Eastern Electric Power Corporation Limited as herein mentioned, the Contractor hereby covenants with the North Eastern Electric Power Corporation Limited, 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 and stipulations mentioned in the Schedule hereto; and in consideration of the provisions and supervision of executions, construction and completion of the said works and the performance guarantee thereof as aforesaid the Corporation covenants with the Contractor to pay the Contractor the sums as per Schedule of quantities and rates and such other sums as may become payable, such payment to be made at such time and in such manner as is provided by the contract.



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**Covenant Parts of the Contract**

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

Work Order No: .....

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

Constituted Attorney for the Contractor

For & On behalf of

1) \_\_\_\_\_

North Eastern Electric Power Corporation Ltd.

2) \_\_\_\_\_

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