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

North Eastern Electric Power Corporation Ltd.

(A Govt. of India Enterprise)

Office of the General Manager (Finance) : Shillong

No. NEEPCO/G.M.(Fin)/F-59/2015-16/291-294

Dated: 29.01.2016

1. M/s Deloitte Haskins and Sells.
Bengal Intelligent Park,
Building Alpha, 1st Floor,
Block-EP&GP, Sector-V,
Salt Lake Electronics Complex,
Kolkata-700 091.
2. M/s Pricewaterhouse Coopers pvt. Ltd.,
17th Floor, Building No. 10, Tower-C
Cyber city, Gurgaon
Pin: 122 002, India
3. KPMG,
DLF Building No. 10, 8th Floor,
Tower B, DLF Cyber City,
Phase-II, **Gurgaon- 122002**
4. Ernst & Young LLP,
3rd & 6th floor,
Worldmark-1,
IGI airport hospitality district
Aerocity,
New Delhi 110 037

**Sub:Limited tender for Preparation of documentary framework for Internal Financial
Control and impact assessment thereof**

Ref: Limited Notice Inviting Bid No. 01 Dated 29 . 01.2016

Dear Sir(s),

The NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (NEEPCO), a public Sector Enterprise under the Ministry of Power, Government of India invites limited sealed bids from the selected bidders under the **Single-Stage Single-Envelope bidding system** for **Preparation of documentary framework for IFC and impact assessment thereof** as per the scope of work mentioned in Part IV of the detailed document.

You are requested to submit your bids for the above mentioned work as per the terms and conditions given in the detail bid documents enclosed herewith.

Registered Office: Brook Land Compound, Lower New colony, Shillong- 793 003
CIN: U40101ML1976GOI001658, Phone : 0364-2223255/2229744, Fax : 0364-2228542,

Email: icaneepco@rediffmail.com, Website: www.neepco.gov.in

The date and time of submission and opening of bids are given hereunder:-

Sl. No.	Broad Description of Work	Earnest Money Deposit	Last date and time of submission of bids	Date and time of opening of bids	Designation and Address to whom the bid is to be submitted.
1	Preparation of documentary framework for IFC and impact assessment thereof	INR 40,000.00 (Indian Rupees Forty Thousand Only)	Up to 14.00 Hours on 15 ^h February, 2016	15.00 Hours on 15 ^h February, 2016	General Manager (Finance), North Eastern Electric Power Corporation Ltd., Brook Land Compound, Lower New Colony, Shillong- 793 003, Meghalaya

Bid validity: 45 (Forty five) days from the date of opening of bids.

In the event the specified date for receipt and opening of bids is declared as a closed holiday for NEEPCO, the last date for submission and opening of bids may be the following working day at the appointed time.

Bidders are requested to visit NEEPCO's website <http://www.neepco.gov.in> regularly for any modification/ clarification of the document.

The Corporation reserves the right to reject any or all bids or to annul the bidding process and reject all bids for any justified and genuine ground, thereby without incurring any liability to the affected bidders, nor does it have any obligation to inform the ground for action of NEEPCO to the bidders.

Enclosed: Detailed Bid Documents comprising of:

1. Part I : Information For Bidders
2. Part II : Instruction To Bidders and Forms
3. Part III : General Terms and Conditions
4. Part IV : Terms of Reference
5. Part V : Bill of Quantities And Schedule of Payment

Thanking You,

Yours faithfully,



(B. Maharana)
General Manager (Finance)
NEEPCO, Shillong

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PART-I

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. About NEEPCO:

The North Eastern Electric Power Corporation Limited (NEEPCO) was established on 2nd April, 1976 to harness the vast power potential of the North Eastern (NE) Region with the objective to plan, investigate, design, construct, generate, operate and maintain power stations in the country. NEEPCO has present installed capacity of 1251 MW, which comprises of 03 (three) hydro power projects, 03 (three) thermal power projects and 01 (one) solar power project. In addition, 03 (three) hydro power projects are under various stages of execution. NEEPCO's authorized share capital is Rs. 5000 Crore at present and its net worth as on 31st March 2015 is Rs. 5594.47 Crore.

2. About Reporting on Internal Financial Control:

- ❖ "Listed company" means a company which has any of its securities listed on any recognised stock exchange [Sec. 2 (52) of The Companies Act'2013];

NEEPCO is covered under the definition of "Listed Company" due to listing of its Bonds with B.S.E.

- ❖ Directors' Responsibility Statement [Sec. 134 (3) (c) of The Companies Act'2013] shall state:

"the directors, in the case of a listed company, had laid down internal financial controls to be followed by the company and that such internal financial controls are adequate and were operating effectively.

Explanation.—For the purposes of this clause, the term "internal financial controls" means the policies and procedures adopted by the company for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information;" [Sec. 134 (5) (e) of The Companies Act'2013]



PART-II

INSTRUCTION TO BIDDERS AND FORMS

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INSTRUCTIONS TO BIDDERS

1 GENERAL

1.1 SCOPE OF BID:

1.1.1 The North Eastern Electric Power Corporation Limited (A Government of India Enterprise) invites Limited tender for providing consultancy services for **preparation of documentary framework matters relating to Internal Financial Control processes including impact assessment thereof.**

1.1.2 NEEPCO reserves the right to accept any Bid or to reject any or all Bids or cancel/ withdraw invitation to Bid for any justified and genuine grounds without assigning any reason thereof. Such decision by NEEPCO shall not be subject to question by any Bidder and NEEPCO shall bear no liability, whatsoever, for such decision.

1.2 **SOURCE OF FUNDS:** Necessary Funds for the work would be arranged by NEEPCO from its internal resources.

1.3 COST OF BIDDING:

Bidders shall bear all costs for preparation and submission of Bids, and the Corporation will in no case, be responsible or liable for such costs incurred by the Bidders.

1.4 **SUFFICIENCY OF BID:** The Consultant shall be deemed to have satisfied himself before submission of his Bid as to the correctness and sufficiency of his Bid for the Consultancy services and of the rates and prices quoted in the Bill of Quantities 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 Consultancy services.

2. DETAILED BID DOCUMENT

2.1 CONTENT OF DETAILED BID DOCUMENT

The Detailed Bid Document shall comprise of the following documents, including Corrigendum/Addenda issued, if any, in accordance with Clause-2.2 hereunder, if any.

PART	Description
	Limited Notice Inviting Bids
I	Information for Bidders
II	Instruction to Bidders and Forms
III	General Conditions of Contract
IV	Terms of Reference
V	Bill of Quantities and Schedule of Payments

2.2 CLARIFICATION OF DETAILED BID DOCUMENT:

- Before the opening of Bids, the Corporation may modify the Detailed Bid Document by issuing Addenda/Corrigenda, as considered necessary.
- Any Addendum/Corrigendum thus issued shall form part of the Detailed Bid Document and shall be communicated in writing or by cable/telex/facsimile/e-mail to all Bidders.
- The Corporation may extend the date of submission and opening of Bids by issuing Corrigendum/Addendum if required, which shall form part of the Detailed Bid Document.

3. PREPARATION OF BIDS:

- All Documents relating to Bids shall be in English only.
- Bids must contain name and places of business of the person or persons making the bid and every page of the bid must be signed by the duly authorised representative and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- Bids(s) by Corporation/Company must be signed with the legal name of the Corporation/Company and 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.

- d) Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- e) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- f) Erasures or other changes in the Detailed Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid. Bids not confirming to the above requirements of signing are liable to be rejected.

3.1 SPECIFIC ISSUES:

- a) A prospective bidder is expected to examine all instructions, terms & conditions, Forms and Terms of Reference in the Detailed Bid Document and fully inform himself as to all the conditions and matters which may in any way, affect the Consultancy services, his bid or the cost thereof. Further, failure to furnish all information required in the Detailed Bid Document or submission of incomplete offers shall be rejected as non-responsive.
It will be imperative for the Bidders to fully inform themselves of all local conditions and factors which may have any effect on the performance of the Consultancy services, as covered under the Terms of Reference and documents. The Owner shall not entertain any request for clarifications from the Bidders, regarding such statutory provisions.
- b) It would be understood and deemed that such factors have been properly investigated and considered by the bidders while submitting their bids. The Owner accepts no liability for the lack of such clear information or its effect on the cost of the Consultancy services to the Bidder. No claim whatsoever therefore, including those for financial adjustment to the Contract awarded under these Terms of Reference and documents will be entertained by the Owner and neither any change in the time of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner.

While working out their Price Bids, the Bidders are required to take into account the Terms of Reference as defined in Detailed Bid Document, facilities to be provided by NEEPCO and all other related activities, not described but considered essential for providing the Consultancy services.

3.2 QUANTITIES AND BID PRICES:

- i) The Contract is for the Consultancy Services, as described in the Terms of Reference, based on priced Bill of Quantities as submitted by the bidder and the Rates/Prices shall be treated as firm during the period of Contract. No escalation shall be payable against the Contract and no claim in this regard shall be entertained.
- ii) Bidders shall give the break-up of the quoted prices if desired by the Owner.
- iii) Bidders may note that the quoted prices for the Consultancy Services, as described in the Terms of Reference, shall also include, but not limited to the following costs:
 - a) Mobilisation of Experts, Professionals, and other supporting staff for the entire scope of Consultancy Services.
 - b) All travelling, boarding and lodging expenses as required for the Consultancy Services, during the period of Contract.
 - c) All expenses incurred by the Consultant for the Consultancy Services.
 - d) Other miscellaneous components/items which are considered necessary for satisfactory completion of the Consultancy Services, in all respect.
 - e) All applicable Taxes & Levies etc. that may be levied by the Government or any other body and lawfully assessed against the Consultancy Services, during currency of the Contract. No additional claim shall be entertained by the Corporation on this account.

3.3 CURRENCIES OF BILL OF QUANTITIES AND SCHEDULE OF PAYMENTS:

The Bidder shall quote his unit rates and prices, in Indian Currency (INR) and all payment shall be made in INR as per Schedule of Payments.

3.4 BID VALIDITY

- i) Bids shall remain valid for the period of 45 (forty five) days from the date of opening of Bids.
- ii) The Corporation may request the Bidders to extend the period of their validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by

Fax/cable/e-mail. A Bidder may refuse the request without forfeiting Bid security. A Bidder agreeing to the request will not be required or permitted to otherwise modify his Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause-3.6 of this Part in all respect.

3.5 **BID SECURITY/ EARNEST MONEY DEPOSIT**

- i) A Bidder shall furnish, alongwith the Bid, a Bid Security/Earnest Money Deposit in Indian Currency for the amount as specified in the Limited NIB.
- ii) The Bidder shall submit the Bid Security in the form of Demand Draft. The Demand Draft should be drawn on Nationalised/Scheduled Banks only in favour of NEEPCO Ltd. payable at, Shillong.
- iii) The Corporation shall summarily reject any Bid not accompanied by an acceptable Bid Security in original.
- iv) The Bid Security of unsuccessful Bidders will be returned after signing of the Contract Agreement with the successful Bidder.
- v) The Bid Security of the successful Bidder will be refunded after completion of the works and acceptance thereof by the same by the NEEPCO Management.
- vi) The Bid Security may be forfeited;
 - a) if the Bidder withdraws his Bid after the Bid opening during the period of Bid validity and extension thereof.
 - b) In the case of successful Bidder, if the Bidder fails to complete the work as per requirement of NEEPCO within the scope of the same.
- vii) No bank charges in any case is payable by the Corporation.

3.6 **CHECK LIST**

The Bidder shall give a complete Check List of documents/schedules enclosed with his Bid in the covering pages for respective Volume to be submitted for quick check of the enclosures. Technical/Commercial deviations, if any, for each specification part/section should be given in the enclosed respective Data Sheets and except for the deviations given therein, it shall be construed that the Bidder shall comply completely with all the other requirements of the specification.

3.7 **FORMAT AND SIGNING OF BID**

- i) The Bid shall be filled up in type or written in ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. Each and every page of the Bid along with all amendments (if any) shall be initialled and sealed by the person or persons signing the Bid.
- ii) The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Corporation, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled and sealed by the person or persons signing the Bid.

3.8 **SUBMISSION OF BIDS:**

Bids shall be submitted in single envelope, to be sealed and clearly marked as “**Bid for Appointment of Consultant for IFC**”. Envelope shall contain Bid Security/ Earnest Money Deposit and Price Bid and must contain all the Documents as per the detailed bid document.

- i) The envelope shall
 - (a) be addressed to the Corporation as mentioned below :

*“The General Manager (Finance),
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793 003
Meghalaya, India.”*
 - (b) bear the name and identification number of the contract as defined in the Limited NIB.
- ii) The sealed envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 3.10 hereunder.
- iii) If the envelope is not sealed and marked as above, the Corporation will assume no responsibility for the misplacement or premature opening of the Bid.
- iv) All pages in all the submittals shall be signed by the Bidder. In correction in any page should also be signed additionally.

3.9 DEADLINE FOR SUBMISSION OF BIDS

- i) The sealed envelope should reach the Corporation at the address specified above prior to the closing time and date specified in the Limited NIB.
- ii) The Corporation may extend the date for submission and opening of Bids by issuing an amendment in accordance with Clause-2.2 of this Part and the Bidders shall comply with this.

3.10 LATE RECEIPT OF BIDS

Any Bid received by the Corporation after the stipulated date and time will be returned unopened to the Bidder.

4 OPENING AND EVALUATION

4.1 BID OPENING

- i) Bids will be opened in the Office of The **General Manager (Finance) NEEPCO Ltd., Shillong, Meghalaya, India** at the address as mentioned at Clause 3.8 (i) (a) above on the appointed date and time as stipulated in the Limited Notice Inviting Bids (LNIB) in presence of the Bidders' representatives who choose to attend, and who shall sign a register to confirm their attendance.
- ii) At the opening of the Bids, the Bidders' names, the presence or absence of Bid Security, and such other details as the Corporation may consider appropriate, will be announced by the Corporation.

4.2 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Corporation during the processing of Bids or award decisions may result in the rejection of his Bid.

4.3 CLARIFICATION OF BIDS

To assist in the examination, evaluation, and comparison of Bids, the Corporation may, at its discretion, ask any Bidder for clarification of their Bid. The request for clarification and the response shall be in writing or by cable, telex, facsimile or e-mail.

4.4 BID EVALUATION

4.4.1 Deviation from Detailed Bid Document/additional clauses:

- a) Bidders are cautioned that Bids containing any deviation, wherever, from the basic parameters in respect of General Conditions, Terms of Reference, Bill of Quantities and Schedule of Payments as contained in the Detailed Bid Document are liable for rejection. However, the bidder, if feel, may bring out such deviations/additional clauses for consideration of the Corporation during pre-bid stage.
- b) Acceptability/Non-acceptability of the deviation from the General Terms and Conditions, Terms of Reference, Bill of Quantities and Schedule of Payments, as contained in the Detailed Bid Document shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall be included in the Detailed Bid Document by issuing addendum/corrigendum. The deviations/additional clauses which are non-acceptable by the Corporation shall automatically stand withdrawn and all relevant clauses shall prevail and no claim whatsoever, in this respect shall be entertained. The Corporation shall be the sole judge for assessment of acceptability/non-acceptability of deviations/additional clauses. The decision of the Corporation in this respect shall be final.

4.4.2 Evaluation:

- i) Comparison of Price Bids will be made strictly in accordance with the Terms and Conditions of the Detailed Bid Document with specific reference to the Terms of Reference. The Owner will examine the Price Bids to determine whether they are complete, whether computational errors have been made, whether the Documents have been properly signed, whether the Bill of Quantities, and other related Forms have been filled up as per the formats provided in the Detailed Bid Document and whether the Price Bids are generally in order.
- ii) The Price Bids shall be evaluated considering the following factors:
 - a) Total Quoted Price for the entire Consultancy Services as per Section-A, Form-1 (Bill of Quantities), Part-V of the Detailed Bid Document.
 - b) Commercial Loading for Deviation, if any.
 - c) Commercial Loading for additional Clauses, if any.



- d) Unconditional discount/rebate if any. Such discount shall be in Percentage basis to be made applicable on the total quoted price.
- iii) The Quoted Prices and Rates shall be examined arithmetically. Arithmetical errors in Price Bids shall be rectified in the manner indicated below so as to arrive at a corrected total quoted price. If, on checking, differences are found in the rates given by the Bidder, between words and figures or in amounts worked out by him, the following procedure shall be followed:
 - a) Where there is difference in the rates between figures and in words, the rates which correspond to the amounts worked out by the Bidder, shall be taken as correct.
 - b) Where the amount of an item is not worked out by the Bidder or does not correspond with the rate written either in figures or in words, then the rates quoted by the Bidder in words, shall be taken as correct.
 - c) Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be taken as correct and not the amount.

- iv) **CURRENCY OF BID EVALUATION:** Bids shall be evaluated in Indian Currency.

5. AWARD OF CONTRACT

- 5.1 The Letter of Intent (L.O.I.) for the Consultancy Service will be made in writing to the successful Bidder by the Owner.

5.2 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i) The Corporation reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract for any justified and genuine grounds, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the grounds for the Corporation's action to the affected Bidder or Bidders.
- ii) The Corporation requires the Bidders/Consultants under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
 - (a) will reject the proposal for Award of Consultancy Service if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Bid, in question.
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if he, at any time, determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
In pursuance of this policy, the Corporation defines, for the purpose of these provisions, the terms set forth below as follows:
 - i) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing 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 be detriment of the Corporation, 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 Corporation of the benefits of free and open competition.

5.3 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- i) The Bidder whose Bid has been accepted subject to reservations, will be informed by the Corporation by issuing Letter of Intent (L.O.I.) within the validity period of the Bid through facsimile, cable, telex, e-mail or registered letter. The Detailed Work Order will follow unconditional acceptance of the L.O.I. by the Bidder. The Detailed Work Order shall state the Contract Sum for the Consultancy Services, its Scope, the terms and conditions, time of completion etc., finally arrived at, after conducting negotiations (if any).
- ii) The Contract Agreement will incorporate the Limited NIB, the Detailed Bid Document and its Corrigenda (if any), all other agreements between the Corporation and the successful Bidder. Within 15 (fifteen) days from the date of issue of Detailed Work Order, the Contract Agreement shall be signed by the successful Bidder and the Corporation.
- iii) For period of Contract is given in clause 11 of Part III of Bid Document.



5.4 **CONSULTANT'S WORK PROGRAMME**

- i) The Consultant shall prepare his Work Programme indicating the sequence of various activities.
- ii) Within 7 (seven) days of the date of award of an assignment, the Consultant shall submit to the Owner a Work Programme showing the order of procedure in which he proposes to carry out the assignment. The Work Programme shall be used as base document for day to day management of the consultancy works.

5.5 **CONTRACT**

- i) The following documents shall be attached/ annexed to the Agreement and thus form part of the Contract Agreement:
 - (a) Letter of Intent and Detailed Work Order
 - (b) Instructions to Bidders
 - (c) Terms of Reference
 - (d) Bill of Quantities and Schedule of Payment
 - (e) General Conditions of Contract
 - (f) Information for Bidders
 - (g) Work program
 - (h) Bid form
 - (i) Power of Attorney
 - (j) Any other Documents supplied by the Owner
- ii) **ORDER OF PRECEDENCE:** The various documents comprising the Contract shall be considered, as explanatory to each other and in case of conflict between them, the following order of precedence shall prevail:
 - (a) Agreement
 - (b) Letter of Intent
 - (c) Detailed Work Order
 - (d) Terms of Reference
 - (e) Bill of Quantities and Schedule of Payments
 - (f) General Conditions of Contract
 - (g) Instructions to Bidders
 - (h) Information for Bidders
 - (i) Work program
 - (j) Bid form
 - (k) Power of Attorney
 - (l) Any other Documents supplied by the Owner

6.0 **CHANGES IN CONSTITUTION**

In case of changes in the constitution or name of the Consultant, prior approval in writing of the Tendering Authority shall be obtained before such changes. If prior approval as aforesaid is not obtained, action will be taken as per relevant Clause of Part-III (General Conditions of Contract) of Detailed Bid Document.

7.0 **E-PAYMENT**

The Successful Bidder/Consultant shall have to furnish the following information for receiving payments from the Corporation against the Consultancy Service 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:

.....X.....



APPENDIX- A

DRAFT CONTRACT AGREEMENT FORM

(To Be Drawn Up In Non Judicial Stamp Paper)

This Agreement is made on this _____ day of _____ 20____ between _____ having their registered office at _____ (hereinafter referred to as the 'Consultant') which includes their successors and assigns and the North Eastern Electric Power Corporation Limited (hereinafter referred to as the 'Corporation'/ Owner) having their registered office at Brook Land Compound, Lower New Colony, Shillong-793003, Meghalaya, India which includes their successors and assigns.

Whereas the Corporation has decided to appoint consultant for "Consultancy services for Preparation for documentary framework for IFC and impact assessment thereof" (hereinafter called the 'Consultancy Service') as mentioned, enumerated and referred to in the Detailed Bid Document for "Preparation of documentary framework for IFC and impact assessment thereof" issued by the Corporation and whereas the terms and conditions stipulated in the detailed invitation for Bids for the said Consultancy Service were further negotiated and settled between parties and whereas the Corporation did accept the tender of the Consultant for execution of the said Consultancy Service.

Now this agreement witnesses and it is hereby agreed and decided as follows: -
In consideration of payments to be made to the Consultant by the Corporation as herein mentioned, the Consultant hereby covenants with the Corporation, its successors and assigns that the Consultant shall do and perform the said Consultancy Service and things in the Contract mentioned and described or which are implied therefrom or therein respectively within and at the times and in the manner and subject



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to the terms, conditions and stipulations mentioned in the Schedule hereto; and in consideration of the provisions and, execution, and completion of the said Consultancy Service and the performance guarantee thereof as aforesaid, the Corporation covenants with the Consultant to pay the Consultant the sums as per Bill of Quantities and rates and such other sums as may become payable, such payment to be made at such time and in such manner as is provided by the Contract.

Covenant Parts of the Contract

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

- (1) Detailed Notice Inviting Tender No:
- (2) Letter from
 - (i).....
 - (ii)
- (3) Letter of Intent no.
- (4) Work Order No:
- (5) Bid documents

MEMORANDUM

- (A) General Description of Consultancy Service: -
- (B) Approximate Contract Sum: -.
- (C) Bid Security: -
- (D) Contract Performance Guarantee:-
- (E) Period of Contract: -

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

Constituted Attorney
for the Bidder

For & On behalf of
North Eastern Electric Power Corporation Ltd.

In presence of

General Manager (Finance),
NEEPCO Ltd., Brookland Compound,
Lower New Colony,
Shillong – 793003, Meghalaya, India.

(1)

(1)

(2)

(2)

Executed in Original

Constituted Attorney
for the Bidder.

General Manager (Finance),
NEEPCO Ltd., Brookland Compound,
Lower New Colony,
Shillong – 793003, Meghalaya, India.

FORMS

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FORM A BID FORM

To

**The General Manager (Finance),
North Eastern Electric Power Corporation Limited,
Brookland Compound, Lower New Colony,
Shillong – 793003,
Meghalaya, India.**

1. I/We have read and examined the following documents in connection with “Preparation of documentary framework for IFC and impact assessment thereof”:

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PART	Description
	Limited Notice Inviting Bids
I	Information for Bidders
II	Instruction to Bidders and Forms & Data Sheets
III	General Conditions of Contract
IV	Terms of Reference
V	Bill of Quantities & Connected Forms and Schedule of Payments

- I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and at the rates contained in Bill of Quantities and within the period(s) of completion and subject to such terms and conditions as stipulated in the above noted Parts I to V along with LNIB.
- I/We agree to keep this bid open for acceptance for 45 (Forty five Eighty) days from the date of opening of the bid thereof and also agree not to make any modifications in its terms and conditions of our own accord.
- The requisite amount of Bid Security/Earnest Money Deposit in the form of Demand Draft of `..... only drawn on _____ (name of bank) is submitted along with the bid.
- I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for forfeiture of my/our Bid Security/Earnest Money Deposit, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/Earnest Money Deposit absolutely.
- Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above Bid documents.
- I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents.

8. I/We declare that all information provided in my/our bid and attachments thereof are true and correct and in line with the requirement of the Bid documents.
9. I/We also undertake that, in competing for (and if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully,

Witness _____
Signature in the capacity of _____
Date: _____
Place: _____

(Signature)
(Name of Signatory, duly authorised to
sign the bid on behalf of the (In
block letters))

(Designation / Title of signatory)
(Common Seal)

Postal Address of the Bidder: _____
Telegram/Telex: _____
Phone: _____
Fax: _____
E-mail Address: _____



FORM B BID SECURITY FORM

To

**The General Manager (Finance),
North Eastern Electric Power Corporation Limited.,
Brookland Compound, Lower New Colony,
Shillong – 793003,
Meghalaya, India.**

Whereas the North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to also as the Corporation) has called for tender for “Preparation of documentary framework for IFC and impact assessment thereof” vide LNIB No. --- Dated ----- and whereas _____ (hereinafter referred to as the Consultant) has submitted tender for the aforesaid work.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Earnest Money Deposit, a Demand Draft for INR _____ alongwith the tender.

The Demand Draft is enclosed herewith containing the following details.

Demand Draft No.

Dated:

In Favour of:

Drawn on: Bank

(Signature)

Date: _____


For and on behalf of the Consultant.
Full Address with e-mail _____



FORM C POWER OF ATTORNEY FORM

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

Bidders shall enclose as Form C their Power of Attorney in Original

Preparation of documentary framework for IFC and impact assessment thereof	 <small>ISO 9001, 14001 & OHSAS 18001</small>	Part-III General Conditions of Contract
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PART-III GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1.1 **"Approved"** shall mean approval in writing including subsequent written confirmation of previous verbal approval.
- 1.2 **"Bill of Consultancy Services"** (BOCS) shall mean the bill of Consultancy Services included in the Contract(s) for the given scope of works.
- 1.3 **"Certificate of Completion"** shall mean the certificate(s) to be issued according to Article 14 hereof.
- 1.4 **"Contract"** shall mean the Agreement between the Owner and the Consultant duly signed by the parties thereto, through their authorised representatives for the execution of the Consultancy Works together with all the documents annexed/ attached therewith.
- 1.6 **"Contract Price/ Contract Value"** shall mean the price obtained by multiplying the quantity mentioned in the Bill of Quantities by the award unit rate.
- 1.7 **"Consultant"** shall mean the successful bidder and include its legal representatives, successors and permitted assigns.
- 1.8 **"Consultant's Work Programme"** shall mean the programme in terms of clause 5.4 of "Instruction to bidders (Part II)" showing the order of sequence in which the Consultant intends to carry out each assignments within the Time for Completion stipulated in the Contract for completion of the activities.
- 1.9 The word **"Cost"** shall be deemed to include overhead costs whether incurred on or off the site.
- 1.10 **"Day"** shall mean calendar day.
- 1.11 **"Effective Date" or "Date of commencement"** shall mean the date on which the Contract shall come into effect as provided in Article 10 hereof.
- 1.12 **"IFC"** means Internal Financial Control
- 1.13 **"INR"** means Indian Rupee.
- 1.14 **"Month"** shall mean Calendar month.
- 1.15 **"Owner"** shall mean the North Eastern Electric Power Corporation Ltd. (NEEPCO) having its registered Office at Brookland Compound, Lower New Colony, Shillong-793 003, Meghalaya, India and shall include its successors and assigns.
- 1.16 **"Project"** shall mean the Consultancy services as described in Terms of Reference hereto for which the Consultants are required to provide the services.
- 1.17 **"Specifications"** shall mean more collectively all the terms and stipulations contained in the Contract including, but not limited to, the General Terms and Conditions, Tender Forms and Annexures, corrections and amendments thereto made in accordance with the Contract.
- 1.18 **"Week"** shall mean 7 (seven) consecutive days
- 1.19 **"Third Party"** means any person or entity other than the Government, the NEEPCO and the Consultant.
- 1.20 **"Officer in Charge"** means General Manager (Finance), NEEPCO.

2. INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 In the Contract unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the Contract so requires. Words importing person shall include incorporated companies/registered association/body of individuals/firm of partnership as

Preparation of documentary framework for IFC and impact assessment thereof	 ISO 9001, 14001 & OHSAS 18001	Part-III General Conditions of Contract
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applicable in context thereof.

2.2 Wherever it is mentioned in the Contract that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do so at his own cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned.

3. ASSIGNMENT AND SUB-LETTING

No part of the Contract or any share or interest therein shall in any manner or degree be transferred, assigned, or sub-let by the Consultant directly or indirectly to any person, firm or company whatsoever.

4. LANGUAGE

4.1 The language of the Contract shall be English.

4.2 All further documents and also correspondence in respect of the Contract shall be in English.

5. GOVERNING LAW AND JURISDICTION

5.1 The Contract shall be construed and interpreted in accordance with and governed by the Laws of India.

5.2 Any action taken or proceedings initiated of any of the terms of this Agreement shall be only in the Court of Competent Jurisdiction under the Meghalaya High Court, Shillong, Meghalaya.

6.0 SUFFICIENCY OF TENDER

6.1 The Consultant shall be deemed to have satisfied himself before submission of the Bid, as to the correctness and sufficiency of his tender for the Consultancy Services and prices as stated in the Contract. The Contract Price (subject to the terms, conditions and assumptions set forth elsewhere in the Contract) shall, except in so far as is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper fulfillment of the Consultancy Services.

7.0 CONSULTANT'S REPRESENTATIVES

7.1 The Consultant shall appoint representatives with adequate power/authority to represent him/them and to participate on his/their behalf in periodical and other meetings at NEEPCO's office at New Delhi/ Guwahati/ Shillong, as and when required, at its own cost. The Consultant shall be bound by all the statements made /action taken by its representatives.

8.0 LABOUR AND COMPLIANCE WITH LABOUR / INDUSTRIAL AND OTHER LAWS

8.1 The Consultant shall, at its expense, ensure due compliance with all applicable and governing Indian laws including industrial and labour laws, rules and regulations and bye-laws both of the Central and the respective State Governments of India and all other local authorities and shall keep the Owner harmless and indemnified in respect thereof.

8.2 The Consultant shall ensure due compliance with the provisions of the relevant Minimum Wages Act, Payment of Wages Acts, Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, E.P.F. Act, MP Act'52 and schemes thereunder and other labour / industrial laws in force. The Consultant will obtain a separate EPF Code No. and get

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registered with RPF.

9 SUSPENSION OF WORK

9.1 The Contractor shall, on the instructions of NEEPCO, may suspend progress of the works or any part thereof for such time and in such manner as may be considered necessary and during such suspension period, no compensation to be paid by NEEPCO to the Consultant. However, suitable time extension will be granted in such case.

10 EFFECTIVE DATE - DATE OF COMMENCEMENT

10.1 The Effective date or Date of Commencement of the Consultancy shall be from the date of issue of Letter of Intent (L.O.I.).

11 TIME FOR COMPLETION

The period of Contract shall be governed by the Limited NIB.

The Contract shall expire when, pursuant to the provisions of LNIB, the Consultancy Services would be completed in all respects.

- i. Submission of Documented framework for IFC governance and control system of NEEPCO including validation & testing thereof: 02 (two) months from the date of LOI;
- ii. Submission of Compliance/impact analysis against the documented framework for the FY 2015-16 : 03 (three) months from the date of LOI

All the deliverables documents to NEEPCO are required to be submitted in hard copies as well as soft copies (both in word and pdf file).

12 EXTENSION OF TIME

12.1 Time allowed for execution of the Consultancy services as specified in Clause 11 above is the essence of the Contract. The Consultant shall be responsible for performance of his Consultancy Services in accordance with the Consultant's Works' programme accepted by the Owner.

12.2 However, if the Services to be rendered by the Consultant are delayed on account of the following events and affect the Time for Completion of the Consultancy Services; suitable extension in completion period shall be given.

- i) Force Majeure as defined in Clause 20, or
- ii) Failure of the Owner to fulfill any of his obligations under the Contract.

13 WORKING HOURS

13.1 Subject to Indian laws and regulations, the Consultant is authorized to work on all working days as well as on Sundays and/or festival days except National Holidays, provided that it makes payment of all sums due therefor to its labour and personnel.

14. FINAL COMPLETION CERTIFICATE

14.1 Final Completion Certificate shall be issued by the Officer in Charge to the Consultant at its request on successful completion of the Consultancy Services in pursuant to Clause 11 above.

15 EXTENSION OF GENERAL LIABILITY

- 15.1 Except as otherwise specifically provided in the Contract, neither party shall be liable to the other party for any indirect or consequential loss/damage, including damages for loss of profit or use of the Works, provided however, that the aforesaid shall not be construed so as to relieve either party from its obligations under the Contract and the Consultant from his liability for compensation for delay in accordance with the provisions of the Contract.
- 15.2 In all cases, the party establishing a breach of Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that he can do so without unreasonable inconvenience or cost.

16. PAYMENT AND CERTIFICATES

16.1 Final Payment

- 16.2 The payment shall be released to the Consultant as per Schedule of Payments stipulated under Clause 2 of Part-V of the Detailed Bid Document.
- 16.3 All payments for the Consultancy Services shall be released by the Corporate Finance & Accounts Wing, NEEPCO, Shillong.
- 16.4 All payments shall be released within 21 (twenty one) days from the date of receipt of bills for the same from the Consultant subject to compliance to the payment terms.

17 PRICE ADJUSTMENT

This is a fixed cost contract with firm prices. No price adjustment shall be payable against the Contract and no claim in this regard shall be entertained during the entire period of contract.

18 TAXES/DUTIES/LEVIES ETC.

- 18.1 The Consultant shall be responsible for payment of all applicable Taxes, Duties, Levies, etc., that may be levied by the Government or any other body and lawfully assessed against the Consultancy Services, during currency of the Contract. The Consultant's prices are deemed to be inclusive of all such taxes/duties/levies etc. Any increase in the aforesaid taxes, duties, levies etc. that may arise during the currency of the Contract shall not be paid to the contractor by NEEPCO.
- 18.2 If for any reason, the Corporation is required to make any payment directly to any Government or any other Authority, with respect to any taxes, duties, cess, fee or any other levy as referred to in the above clauses, the contractor shall promptly reimburse to the Corporation, the amounts so paid, on making available to the contractor the evidence of such payments made to such Governments or Authority concerned.
- 18.3 If direct payment of taxes, duties etc. which are the liability of and are to be borne by the Consultant as above, is not permitted by Indian law or regulations and/or if any deduction or withholding in respect of such taxes, duties etc. shall be required to be made, the Owner shall pay the sums due to the Consultant after making such deduction or withholding as may be required by the relevant law/regulations and the Consultant shall receive only the net sum available after such deduction/withholding. The sums so deducted/withheld shall be deposited by the Owner with the relevant Authorities on behalf of the Consultant, as per applicable law/regulation. Immediately thereafter, the Owner shall inform the Consultant of the detailed calculations of such deductions and shall provide the Consultant with the corresponding documents.

- 18.4 The Consultant and all its expatriate personnel shall be responsible for timely and prompt filing of all returns, documents, estimates, accounts, information and details complete and accurate in all respects as may be required under the applicable laws/regulations in India by the appropriate Authorities in India. In case the Consultant or any of its expatriate personnel do not comply with the above requirements, which results in any penalty, interest or other liability, the same shall be solely borne by the Consultant.
- 18.5 Each party hereby agrees to indemnify and keep indemnified and saved harmless at all times the other party against any loss, cost, expense or damage suffered or incurred by it by reason of the party which has failed to pay taxes, duties/levies etc. which it is obliged to pay pursuant to the provisions of this Article 20 and/or arising out of its failure to comply with its obligations under such provisions.

19 DEFAULT BY CONSULTANT AND TERMINATION OF THE CONTRACT IN FULL OR IN PART

- 19.1 The Consultant shall not neglect to execute the Consultancy with due diligence and expedition or shall not refuse or neglect to comply any reasonable orders given to him, in writing in connection with the Consultancy Services or shall not contravene the provisions of the Contract.

Otherwise, the Owner may, after giving 8 (eight) days notice in writing to the Consultant, expel the Consultant therefrom without thereby voiding the Contract or releasing the Consultant from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Owner by the Contract, and may himself complete the Consultancy Services or may employ any other Consultant to complete the Consultancy Services at the risk and cost of the Consultant.

- 19.2 If the Owner expels the Consultant under this Clause, he will not be liable to pay to the Consultant any money on account of the Contract and thereafter until the costs of execution, damages for delay in completion, if any, and all other expenses incurred by the Owner have been ascertained and the amount thereof has been received by the Owner. The Consultant shall then be entitled to receive only such sum or sums, if any, would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Consultant on due completion by him, then the Consultant shall, upon demand, pay to the Owner the amount of such excess and it shall be deemed a debt due by the Consultant to the Owner and shall be recoverable accordingly by the Owner from the amounts realized by forfeiting Consultants bid security (E.M.D.) or other Guarantees or otherwise recovered from the Consultant, including from money due to the Consultant on any other account, whatsoever.
- 19.3 The Consultant shall not neglect to execute the Consultancy with due diligence and expedition or shall not refuse or neglect to comply any reasonable orders given to him, in writing in connection with the Consultancy Services or shall not contravene the provisions of the Contract.

20 FORCE MAJEURE

- 20.1 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, upon notification to the other party, be suspended for the period during which the effect of the force majeure event lasts. During the Force Majeure, the cost and loss sustained by either party shall be borne by the respective parties.

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20.2 The term 'Force Majeure', as employed herein, shall mean the following in so far as they affect the execution of the Consultancy Services in the country where the Consultancy Services are to be executed:

- i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- iii) riot, commotion or disorder, unless solely restricted to the employees of the Consultant or of his Sub-Consultants and arising from the conduct of the works;
- iv) any operation of the forces of nature like Earthquake of magnitude exceeding 7 (Seven) on Reichter scale, lightning, fires not caused by Consultant's negligence.

20.3 Upon the occurrence of any such cause, and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 72 (seventy two) hours of the alleged beginning and ending thereof. Within 15 (fifteen) days after ending of such occurrence, a communication shall be given to the other party, giving full particulars and satisfactory evidence in support thereof.

20.4 Time for performance of the relative obligation suspended by the force majeure shall stand extended pursuant to Clause 12 hereof to the extent the effect of such occurrence affects the completion schedule of the Consultancy Services i.e. TIME FOR COMPLETION.

21. NOTICE

All certificates, notices or orders to be given by either party to the other shall be valid when given in writing by mail, postage pre-paid, or by Facsimile or delivery against receipt to the following address:

For NEEPCO:

General Manager (Finance)
The NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED,
Brookland Compound, Lower New Colony,
Shillong-793003, Meghalaya (India),
FAX NO. 0364-2228542
Phone No. 0364- 2223255/2229744

For Consultant:

or such other address(s) as either party may notify from time to time to the other.

Except as otherwise provided in the Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Officer in Charge or any officer for the time being entrusted with the functional duties and powers of the Officer in Charge.

22. SECRECY

22.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Consultant and he shall

not divulge or allow access to them by any unauthorized person.

22.2 The Consultant shall take necessary steps to ensure that all persons employed on any Consultancy Services in connection with the Contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Consultancy under the Contract.

23. GENERAL

- 23.1 Save and except as expressly provided elsewhere in this Contract, all costs, expenses, charges and liabilities for the completion of the Consultancy Services in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Consultant's obligations under the Contract, shall be to the account of and be borne by the Consultant and shall be deemed to be included in the Contract Price and the Owner shall not be liable in any manner, whatsoever.
- 23.2 Whenever any claim whatsoever for the payment of a sum of money to the Owner arises out of or under this Contract against the Consultant, the same may be deducted by the Owner from any sum then due or which at any time thereafter may become due to the Consultant.
- 23.3 This Contract annuls all communications which were exchanged prior to its signatures, whether written or oral, between the parties hereto with respect to the subject matter hereof unless specifically mentioned as a covenant part of the contract.
- 23.4 The Consultant shall identify environmental aspects, occupational and health hazard of its activities/operations which it can control and those that it can influence taking into account of significance. The Consultant shall also plan those operations/activities that are associated with the identified significance and demonstrate with appropriate policy, objectives and operation control.
- 23.5 The Consultant shall identify applicable legal and other requirements to which it subscribes and communicates to NEEPCO from time to time with respect to its compliance.

24. COMPENSATION FOR DELAY

24.1 If, for reasons attributable to the Consultant, the Consultancy Services is not completed within the time for completion, NEEPCO shall be entitled to compensation for delay .

24.2 The compensation shall be payable for delay in completion of Services @ 1/2 % (Half percent) of the Contract Price per week of delay or part of week of delay, subject to a maximum of 10% of the Contract Price.

25. FORECLOSURE OF CONTRACT

If, at any time, the NEEPCO decides to abandon or reduce the scope of works for reason whatsoever and hence does not require the whole or any part of the Consultancy Services to be carried out, NEEPCO shall give notice in writing to that effect to the Consultant and the Consultant 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 performance of the Consultancy Services in full but which he could not in consequence of the foreclosure of the whole or part of the Services.

PART-IV TERMS OF REFERENCE

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TERMS OF REFERENCE

1. ROLE OF SELECTED BIDDER

The selected bidder shall work as Consultant for preparation of documented framework for Reporting on Internal Financial Control System of NEEPCO and compliance/impact analysis there-of.

2. SCOPE OF WORK

The scope of work shall include the followings:

- a) Review of the Company's existing control processes;
- b) Identification of risk and control parameters with special emphasis on the evaluation of technical risk matrix, commercial and economical risk matrix;
- c) Development of framework/documents for IFC governance and control system;
- d) Control validation and testing there-of;
- e) Compliance/impact analysis against the documented framework for the FY 2015-16;



PART-V

BILLS OF QUANTITIES AND SCHEDULE OF PAYMENT

1. BILL OF QUANTITIES

Name of Bidder: _____

Particular	Price	
	In Figure	In Word
Total FIRM Charges for Consultancy Services for IFC issues of NEEPCO covering the scope of works as per the LNIB and incidental/ancillary thereto		
TOTAL		

Statement:

We declare that the above quoted price is FIRM and shall remain valid for the entire period of the contract.

Place:

Date :

(Name & Signature of
Authorized Representative)

Seal

2. SCHEDULE OF PAYMENTS

2.1 GENERAL

2.1.1 This is a Lump Sum Fixed Price Contract

2.2 SCHEDULE OF PAYMENT

Payment to the Consultant shall be released after achievement of respective milestones mentioned below:

Milestone	Percentage of payment
Submission of Draft Reports	50% of the total Contract Value
Submission of Final Reports	25% of the total Contract Value
Acceptance of the final Report by the Statutory Auditors and the Board of Directors of NEEPCO	Balance 25% of the total Contract Value