



ISO 9001-14001
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
135 मे.वा. अगरतला गैस टरबाइन कंबाईन साइकिल पावर प्लांट
135 MW Agartala Gas Turbine Combined Cycle Power Plant
अनुबंध एवं खरीद/प्रचालन स्कंध/Contract & Procurement /Operation Wing
रामचन्द्र नगर, त्रिपुरा (प)/ Ramchandra Nagar, Tripura (W) - 799008



NOTICE INVITING TENDER(E-TENDER)

e-NIT No.32 /NEEPCO/AGTCCPP/C&P/2019-20 Dated 01.11.2019

Online Sealed bids (Single Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible bidders for "Providing Services for Assistance in Maintenance of Plant along with various related field activities of 135 MW Agartala Gas Turbine Combine cycle Plant, Ramchandranagar, Tripura(W), Pin 799008 "for a period of 1(One) year and subsequent extension for further period upon satisfactory performance. Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be down loaded from NEEPCO's online portal <https://etenders.gov.in>

SCHEDULE		
1.	Name of Work	Providing Services for Assistance in Maintenance of Plant along with various related field activities of 135 MW Agartala Gas Turbine Combine cycle Plant, Ramchandranagar, Tripura(W), Pin 799008
2.	Estimated Value:	₹ 3,97,629.00 (Rupees Three Lakh Ninety Seven Thousand Six Hundred Twenty Nine) Only per month.
3.	Period of Contract	1 (One) year.
4.	Earnest Money	₹ 95,400/- (Service providers who are registered with NSIC as SSI Unit and have valid certificate from NISC for providing "Manpower assistance Services" are exempted from submission of EMD & Tender fee.
5.	Tender Fees	₹ 1,000/- (Rupees One Thousand) only
6.	Last Date & time for Bid submission	02-12-2019 upto 13:00 Hrs.
7.	Date & time of opening of Bid	04-12-2019 at 15:00 Hrs.
8.	Validity of Tender	120 Days

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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.
- 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.
- All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in online vendor registration, if any.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Submission and opening of Bids:

- Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Bidding forms will be available in the above website. Bids will be opened on the stipulated date and time in the office of the Dy.General Manager(E/M),C&P wing, NEEPCO Ltd, AGTCCPP, R.C.Nagar, Agartala, Tripura(W),Pin-799008.

- 2.2 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.5 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.7 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 2.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3 **Important Dates & Bid Validity:**

- 3.1 Date of commencement of downloading of bid documents from the portal <https://etenders.gov.in/eprocure> w.e.f 18:00 Hrs of 01/11/2019.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 02/12/2019.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 04/12/2019.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 04/12/2019 is a holiday, the bid shall be opened on the next working day at the appointed times. Quotations received through any Off-Line Mode shall not be considered.

Bidders are requested to visit e-tendering portal <https://etenders.gov.in/eprocure>, NEEPCO website <http://www.neepco.co.in> and CPP portal <https://etenders.gov.in> regularly for any modification/ clarification of bid document.

- 4 **Earnest Money:** An amount of ₹ 95,400 /- (Rupees Ninety Five Thousand Four Hundred) only to be submitted along with the offer in the form of Demand Draft Drawn in favour of ' North Eastern Electric Power Corporation Ltd. ' and payable at ' Agartala ' from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The EMD should reach the office of the undersigned on or before the date of opening of the tender.
- 5 **Release of EMD:** a) The EMD of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after approval of Techno-Commercially evaluation. b) The EMD of the Bidders other than L-1 Bidder, will be returned immediately after issue of Letter of Intent (LOI) to the successful Bidder.
- 6 **Forfeiture of EMD/Bid Security:** The Bid Security/EMD may be forfeited; a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof. b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices during bidding process; or c) if the bidder does not accept the correction

of the bid price d) in the case of successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement; or furnish the required Initial Security Deposit.

- 7 **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 1000/= (Rupees One Thousand) only shall be submitted in addition to the EMD by the prospective bidders in the form of Demand Draft Drawn in favour of 'North Eastern Electric Power Corporation Ltd.' and payable at 'Agartala' from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The Tender Fee should reach the office of the undersigned on or before the date of opening of the tender.

Address of the undersigned : Dy. General Manager(E/M), C&P,
AGTCCPP, NEEPCO Ltd.,
R.C. Nagar, Agartala - 799008, Tripura(W).

- 8 **Evaluation of Tender:** Techno-commercial bid shall be opened on online. Tenderers' authorized representative shall be permitted to attend the tender opening only on submission of authorization letter. Purchaser will examine the Tender document to determine whether they fulfilled the qualifying requirement, whether they are complete and meet the requirements of this Tender specification. Tender submitted without fulfilling the qualification criteria shall be rejected and shall not be considered for price bid evaluation. Price bid of those tenderers meeting the qualifying requirement and requirements of Tender specification shall be opened on completion of Techno-commercial Evaluation. Date for price bid opening shall be notified at a later date through system-generated email.

INSTRUCTION TO BIDDER

The intending bidders who fulfill the eligibility / qualifying criteria as given below should participate in the on-line Bidding process. Fulfillment of criteria as mentioned is essential, as non-compliance will lead to rejection of the Bid, without any further communication.

Qualifying Criteria: The bidders must fulfill the following qualifying criteria :

1. The Tenders of the bidders must accompany tender fee and EMD. Without Tender Fee and EMD of requisite amount, the tenders will be rejected.
2. The bidder must have the experience of having successfully completed similar nature or allied works during last 7 (Seven) years in any Govt. of India organization/State Govt. organization /PSU/ reputed private organization. Documentary evidence to that effect shall be submitted.
 - a) Three similar completed works, each of value not less than 40% of the estimated cost.
OR
 - b) Two similar completed works, each of value not less than 50% of the estimated cost.
OR
 - c) One similar completed work of value not less than 80% of the estimated cost.

(For the purpose of this clause, similar work shall mean for assistance in maintenance of Plant of the Plant Equipment and systems in respect of a combined cycle Gas Turbine power plant having a capacity not less than 135 MW).

Against proof of having met either of the above criteria, the bidder shall submit Work Order and Performance Certificate from clients for qualifying in the bidding.

3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, GST Registration, Labour License, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.
4. Offline bids shall not be considered.
5. Any bidder quoting less than the minimum wages and also not appropriately quoting for the charges in assistance shall be dis-qualified at the stage of evaluation.
6. L-1 will be decided by considering the highest amount of valid works completed if two or more bidders / agencies/ firms quote the same amount.
7. The contracting company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies.
8. MSME, NSIC and startup registered bidders under Govt. of India are exempted from depositing Cost of Tender Document and Earnest Money. Copy of valid exemption certificate has to be submitted along with bid.

9. Self-declaration of the bidder that the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India (to be mentioned in the letter head of the Firm).
10. The tender shall be finalized through "Tender cum Auction" i.e through the tender followed by e-Reverse Auction(e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email.
11. Return of EMD: EMD shall be returned to bidders through NEFT/RTGS. So bidders shall submit bank details along with bid.

: GENERAL TERMS & CONDITIONS:

(All prospective Bidders are requested to go through these instructions carefully)

The quotation against this NIT should be submitted On-Line. The general Terms and Conditions are:

1. Scope of Work:

The scope of work would include assisting NEEPCO in operation of the plant equipment (except DM Plant and Chlorination System) which would include but not limited to the following:

- i) Gas Turbine and Steam Turbine.
- ii) Heat Recovery Steam Generators.
- iii) MCC and Electrical Systems.
- iv) Boiler Feed Pumps.
- v) Air Cooled Condensing System.
- vi) Chemical handling works.
- vii) Any other equipment not specifically mentioned above but required for operation of the plant.

All aspects of operation shall be carried out as per procedure mentioned O&M manual, standard operating procedure and instruction of Engineer-in-charge as designated by NEEPCO.

2. Period of Contract:

The contract for shall be for a period of 1(One) year from the date of issuance of the order or commencement of service whichever is later initially and may be extended for further period at mutually agreed rates and terms & conditions subject to satisfactory performance under the contract.

3. Submission of Bid:

Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in> on line bidding forms will be available in the website. Submission of on line bids is mandatory for consideration of bids by NEEPCO. The bidder will submit copies of contractor's registration certificate, GST, PAN card and PF registration certificate.

4. Estimated Cost:

The estimated cost of services to be rendered under the contract is ₹ 3,97,629.00 (Rupees Three Lakh Ninety Seven Thousand Six Hundred Twenty Nine) per month including GST.

5. Basis of Price:

The bidder shall quote the price on FIRM basis and no escalation shall be entertained during the contact period. For service of Skilled, Semi-skilled and un-skilled Workers, the rates shall be as per the rates governed by Ministry of Labour and Employment, Govt. of India from time to time.

6. Terms of Payment:

Within 7th day of each month the contractor shall raise bills for services rendered in preceding month accompanied by statement of man power engaged by him during the month, **documentary evidence of bank payment made to the personnel** and proof of deposit of the **due amount to PF account** of the concerned employees. NEEPCO shall release payment within 15 (fifteen) days of submission of bill with all documents. The income tax shall be deducted from each invoice as per prevailing rate.

7. Payment to Contractor's Personnel:

The contractor shall make all payments to his personnel by transferring the same to the **Savings Bank Account of the person concerned within 7th day of each month**. In addition, the contractor shall also deposit the statutory payment (employee's share + employer's share) **to the PF Account** of the concerned employee. Any violation to this shall be considered as willful default on the part of the contractor. In case of violation in making payment on time NEEPCO shall have the right to directly pay the employee concerned and deduct the amount so paid from the contractor's invoice and the profit component of the invoice will be deducted from the Contractor's bill.

8. Deployment of Manpower:

- i) For faithful performance of works under this contract, the contractor shall engage suitably experienced engineers, skilled man power in requisite numbers. However, the minimum man power envisaged by NEEPCO for engagement by the contractor shall be as follows:

SL No.	Category of manpower	No.
1	Graduate Engineer (Electrical / Mechanical)	3
2	Skilled Worker	10
3	Semi-skilled worker	2
4	Un-skilled worker	4

The above manpower requirement is indicative only and may vary as per site requirement and to be at actual based on which contract value may also change.

- ii) It should be explicitly understood by the contractor that **this is not a manpower contract but a service contract** where the above stipulated man power is the minimum requirement as assessed by NEEPCO and if the contractor assesses requirement of more man power for the service he shall increase the man power accordingly with consultation and permission of NEEPCO. If the NEEPCO is considered for additional manpower required for the job then the payment shall be made proportionately.
- iii) The contractor shall ensure payment of minimum wage to various categories of his employees like highly skilled, skilled, semi-skilled and un-skilled as per Government of India's notification in this regard and shall be reimbursed accordingly.
- iv) In the event of any under deployment compared to the above minimum requirement, the Corporation shall make proportionate deduction from the contractor's invoice.

9. Education Qualification and Experience for the Manpower:

- i) Graduate Engineer:
- Education Qualification: Bachelor of Engineering(Electrical/Mechanical) from any University/College recognized by Central or State Government and AICTE approved.
 - Experience: Minimum 3(one) years' experience in O&M of any Combined Cycle Power Plant having capacity of 135 MW and above.
- ii) Skilled Worker:
- Education Qualification: Any graduate from any University recognized by Central or State Government.
 - Experience: Minimum 5(one) years' experience in mechanical / electrical / IT work in any power plant. ITI certificate holder is desirable.
- iii) Semi-Skilled Worker:
- Education Qualification: Minimum 10+2 examination passed from any Board recognized by Central or State Government.
 - Experience: Minimum 8 to 10 years' experience in mechanical/electrical work in any power plant.
- iv) Un-skilled worker:
- Education Qualification: Minimum 8th examination passed from any school.
 - Experince: Minimum 8 to 10 years' experience in mechanical/electrical work in any power plant.

10. Contract Agreement and Contract Performance Guarantee:

- i) Within 15 (fifteen) days from the date of issue of Letter of Intent, the contractor will furnish a Bank Guarantee / Demand Draft from any Scheduled Bank in India payable in favour of NEEPCO for an amount of **Rs 20,000.00** (Rupees Twenty Thousand) only to serve as a contract performance guarantee. This contract performance guarantee shall be released after expiry of the contract agreement or termination of the contract as the case may be.

- ii) Within 30 (thirty) days from the date of issue of Letter of Intent the contractor will sign the agreement with NEEPCO in appropriate format in non-judicial stamp paper.
- 11. Spares, Tools & Tackles, Consumables.**
All Spares, Tools & Tackles, Consumables as may be required by the contractor's personnel shall be issued by NEEPCO free of cost to the contractor.
- 12. Work and Safety Regulations:**
- The Contractor shall ensure proper safety of all the workmen, materials, plant and equipments belonging to him or to employer or to others, working at the Site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
 - The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability. In the event the contractor supplies such PPEs, the contractor may claim the cost towards such expenditure and the Corporation will reimburse the same once in a year. Alternatively, all such PPEs may be provided by the Corporation.
 - In case of any accident during the services under this contract or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
 - The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and Employer Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 13. Insurance:**
The Corporation bears no responsibility and liability, whatsoever, towards the contractor's workers for any loss or damage caused by any accident at the work site during execution of the work. For any such eventuality the responsibility lies solely on the Contractor. The Contractor, at his own interest and cost, shall arrange for adequate workmen's compensation insurance to protect him against all claims applicable under Workmen's Compensation Act, 1948. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his employed workers, which for any reason, are not covered under Workmen's Compensation Act, 1948. The contractor needs to ensure and submit documentary evidence that he has taken necessary action regarding **ADEQUATE INSURANCE** policy for the workers under him. The cost towards premium for such insurance shall be reimbursed by the Corporation at actual.
- 14. Effect and Jurisdiction of Contract**
The contract shall be considered as having come into force from the date of issue of the Letter of Intent. The laws applicable to this contract shall be laws in force in India. The High Court of Tripura, Agartala, shall have exclusive jurisdiction in all matters arising under this contract.
- 15. Settlement of Dispute**
- Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer-in-Charge, subject to a written appeal by the Contractor to the Engineer-in-Charge, whose decision shall be final to the parties hereto.
 - Any dispute or differences, including those considered as such by any of the parties arising out of or in connection with the Contract shall be to the extent possible, settled amicably between the parties. If the dispute could not be amicably settled between Engineer and the Contractor, then the same should be referred to NEEPCO prior to proceedings for Arbitration.
 - If any dispute or difference of any kind, whatsoever, shall arise between the Purchaser and the Contractor, arising out of the Contract for the performance of the works, whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Purchaser or his authorized representative, who within a period of 30 (thirty) days after being requested by the Contractor to do so give written notice of his decision to the Contractor.
 - Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be effect to by the Contractor who shall proceed with the works with all due diligence, whether he or the purchaser requires Arbitration, as hereinafter provided or not.

- (e) If amicable settlement cannot be reached then all dispute issues shall be settled by Arbitration as provided for in the Contract.

16. Arbitration

- (a) Except as otherwise provided, if at any time any question, dispute or difference whatsoever shall arise between the Contractor and the Purchaser upon or in relation to or in connection with the Contract, either of the parties may give to the other notice in writing of the existence of such questions, dispute or differences and if the matter is not amicably settled and on rejection of the matter, the dispute or difference shall be mutually settled under the Indian Arbitration and Conciliation Act 1996 and amendment thereto.
- (b) The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and no payment due from the Purchaser shall be withheld on account of such proceedings except to the extent that may being dispute.
- (c) In the event of the Contractor being an Indian party, that is to say, a citizen and / or a firm incorporated in India, the arbitration may be conducted by a sole Arbitrator. Such sole Arbitrator shall be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a panel of three arbitrators, proposed by him and selected by the Contractor. If both the parties fail to arrive at decision regarding the selection of the sole Arbitrator the matter will be referred to the Chief Justice of High Court, Agartala having jurisdiction on the issue for a competent decision.
- (d) The venue of the Arbitration shall be Agartala, India.
- (e) The expense of the Arbitration shall be paid, as may be determined as specified in the award of Arbitrators.
- (f) The Arbitrator shall have the full powers to review and / or revise any decision, opinion, directions, certification or valuation of the Purchaser in consonance of the Contract, and neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Purchaser for the purpose of obtaining the said decision.
- (g) The language of Arbitration proceedings and of all documents and communications between the Bidders shall be in English.
- (h) The guidelines of the Government of India in respect of arbitration issued from time to time shall also be followed.

17. Force Majeure

Force Majeure is defined as any cause which is beyond the control of either the Corporation or the Contractor and is defined as below:

- (a) War (Whether declared or not), hostilities invasion, act of Foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war.
- (b) Contamination by Radioactivity from any nuclear fuel or from any nuclear waste or radioactive materials.
- (c) Pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speeds.
- (d) Acts of God (Like floods, inundation, tornadoes, storm/tempest/hurricane/ typhoon/cyclone/lightning, earthquake, landslides/rockslide/subsidence or any loss or damage caused by forces of nature).
- (e) Damages due to any political and religious incidence
- (f) Act of terrorism
- (g) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the works.
- (h) Martial law, damage from air craft, nuclear fission, nuclear reaction, nuclear radiation or radioactive contamination.
- (i) Fire(not caused by negligence of the contractor/its sub-contractors/ their personnel) and
- (j) Other such causes over which, the contractor has no control and are accepted as such, by the Engineer in-charge, whose decision shall be final and binding.

In the event of either part being rendered unable by "Force majeure" to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such "Force majeure" shall be treated as suspended for the period during which such "Force majeure" cause lasts, provided the party alleging that it has been rendered unable, as aforesaid, thereby, shall notify with in 10 (ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such causes.

Loss to any party due to occurrence of "Force majeure" risk shall be borne by the respective party. If however, the "Force majeure" events causing such damage are insurable, removal of debris and reconstruction/repair shall also be done by the contractor upon receiving instruction from the Engineer in-charge at owner's cost and claim proceeds received from the Insurer against such damage shall be passed on to the owner.

Should there be a request for extension of time arising out of "Force majeure" the same shall be considered under the provision of the contract. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of the "Force majeure" conditions.

18. Discipline of Workmen

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

19. Special Conditions:

- i) The contractor or his employee shall not use the project premises allotted to him for any purpose other than for carrying the work as per contract and shall not act in any manner as to cause nuisance or annoyance. The contractor shall not allow his employees to participate any trade union activity in and around the project premises.
- ii) **The contractor / his personnel shall not have any claim towards full time employment under this contract.**

20. Termination of Contract on Owner's Initiative

- (a) The Owner reserves the right to terminate the contract either in part or in full in case of breach of contract and violation of contractual responsibilities by the Contractor. The owner shall in such an event give 15 (fifteen) days notice in writing to the Contractor of his decision to do so.
- (b) The Contractor, upon receipt of such a notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated; and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.
- (c) In the event of such termination by the Owner, the Contractor shall be paid for all work executed and accepted by the Engineer-in-Charge prior to the date of termination at the rate and prices provided in the Contract.

20. Applicable laws:

The Contractor shall ensure full compliance of various Indian Laws and statutory Regulations, State's Rules & regulations to the extent applicable as indicated below but not limited to, inforce from time to time:

- a) Workmen's Compensation Act, 1948
- b) Payment of Wages Act, 1936
- c) Contract Labour(Regulation & Abolition) Act, 1970
- d) Provident Fund and Misc. Provisions Act, 1952
- e) Income Tax Act, 1961,
- f) GST Rules.

Any Other Act or Statutory which have bearing over the workers directly or indirectly for execution of the contract, Income tax and other taxes as may be payable under the provision of relevant act(s) shall be applicable.

21. Transportation:

All arrangement for transportation of his/her workers shall be under the scope of the contractor.

22. Accommodation:

No accommodation shall be provided to the manpower of the contractor.

Bidders shall submit their bids online in electronic form in <https://etenders.gov.in> .Online bidding forms are available in above website. Manual offline Bids shall not be accepted. However, the document submitted by the bidder must be signed and sealed at each page by the bidder with signature before scanning and uploading.

The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. Bidders are requested to visit the website (<https://etenders.gov.in>) for any future change/ modification/ corrigendum/addendum to this tender.

The Corporation reserves the right to change/modify the requirements or to postpone/accept or reject the tender in full or part of this Notice or cancel without assigning any reason thereof and is not bound to accept the lowest offer.

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



(SURANJANA SARKAR)
Dy.General Manager(E/M), C&P
NEEPCO Ltd. AGTCCPP