



ISO 9001, 14001 &
OHSAS 18001

नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉर्पोरेशन लि.

(भारत सरकार का उपक्रम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)



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

NOTICE INVITING TENDER

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

Ref: - TENDER NO. NEEPCO/HoP/Wah Umiam/T-04/2020-21/

Dtd. 19/01/2021

The North Eastern Electric Power Corporation Ltd. (NEEPCO), a Public Sector Enterprise under the Ministry of Power, Govt. of India invites sealed bids from the contractors/suppliers of Meghalaya under the single stage, single envelop bidding system for "Collection of river discharge data under Wah Umiam Stage-III HEP (42.50 MW x 2), East Khasi Hills District, Meghalaya" as per the scope of works mentioned below:-

Sl. No.	Name of Work	Estimated Value in Rupees	Earnest Money in Rupees	Time of Completion
1	Collection of river discharge data under Wah Umiam Stage-III HEP (42.50 MW x 2), East Khasi Hills District, Meghalaya	Rs.6,00,978.00/-	Rs. 12,100.00/- Or Bid Security Declaration form (As per Annexure-D)	1 (one) year
2	Time and Date of submission of tender	On or before the 10.00 AM of 11/02/2021 at the Office of the Head of Project, Wah Umiam Stage-III HEP, NEEPCO, Mawsynram		
3	Time and Date of opening of tender	At 12.00 Noon of 11/02/2021 at the Office of the Head of Project, Wah Umiam Stage-III HEP, NEEPCO, Mawsynram in presence of the bidders or their authorized representatives, if any.		
4	Qualification & Experience	Experience of having successfully completed similar nature or allied works.		

Other terms and conditions.

- The Earnest Money of Rs. 12,100.00 (Rupees twelve thousand one hundred) only shall be submitted by the bidder along with the tender in the form of Demand Draft/Banker's Cheque/Bank Guarantee drawn in favour of "NEEPCO Ltd." From any Nationalized/Scheduled Bank with a validity of 365 days
Or
Bid Security Declaration form as per the prescribed format attached herewith as Annexure-D.
- The overall scope of work covered under this contract for Collection of river discharge data under Wah Umiam Stage-III HEP (42.50 MW x 2), East Khasi Hills District, Meghalaya.



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3. The commencement of work and time of completion shall start from the date of issue of Letter of Intent or Work Order.
4. The contractors/suppliers must have registration under any State/Central Government Department or any recognized Organization.
5. Copy of Income Tax/PAN Card and Professional Tax certificate clearance of current validity are to be submitted along with the application.
6. The intending bidders are requested to visit the work site to assess the requirement of the work, availability of the water, labours, accomodation to the work site etc. before submission of their tenders.
7. Bidders shall quote their rates in the supplied Bill of Quantities/Schedule of Rates enclosed with the tender papers.
8. Rates quoted by the bidders shall be inclusive of all applicable taxes and duties including GST. Rates must be quoted in figures and words.
9. The bidder shall submit the EPF Registration Number otherwise EPF deduction in respect of both the employees and employer's contribution will be made from their bills as per existing relevant norms. However, this will not relieve the contractor from his responsibility.
10. Laws, Regulations and Acts pertaining to engagement of labours, Environment protection, Safety etc. shall be applicable.
11. **Security deposit: Security deposit:** 3 (three) % of the total contract sum shall be deducted from the bill as a Security Deposit. The Security deposit shall be released by the Corporation within one month after expiry of contractual period on receipt of written application from the supplier.
12. **Payment terms:** Running Bills, on monthly basis, shall be released to the contractor on successful completion of the work in all respects. No escalation shall be payable against this work and no claim in this regard shall be entertained. No advance is payable under this contract. Documentary evidence of GST returns shall be made available for releasing the proceeding bills.
13. **Penalty:** A penalty of 0.5% from the bill per week on the total cost of contract subjected to a maximum of 10% shall be imposed in case of negligence of duty or unauthorized absence for a continuous period of 5 (Five) days or more by any labourer attached.
14. **Revision of rates for daily wages:** The monthly hire charge against each labour is subjected to change from time to time as per the rates published by the office of the Chief Labour Commissioner, GOI.
15. The contractor shall have to supply all materials and labours etc. required for successful completion of the work in all respects.
16. The contractor shall adopt suitable quality assurance programme to the satisfaction of the Engineer-in-Charge.
17. In case the work has not been carried out as per the specification or to the satisfaction of NEEPCO or the contractor causes damage to the property of NEEPCO/Dorbar authority or any other damages



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has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Engineer in-Charge, or

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

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

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



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The Engineer in-Charge shall also have powers to carry out the incomplete work by any means or through any other Agency or by himself at the risk and cost of the Contractor. In such a case, the value of the work done through such Agencies shall be credited to the Contractor at his Contract prices and the Contractor shall pay the excess amount, if any, incurred in completing of the works as aforesaid and as stipulated under sub-clause 19 (iii) hereunder.

- iii) If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer in-Charge, are in excess of the value of the works credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Corporation. If the Contractor fails to pay such an amount, as aforesaid, within 30(thirty) days of receipt of notice in writing from the Engineer in-Charge, the Engineer in-Charge shall be empowered to recover such amount from any sums due to the Contractor under this or any other Contract or from his Security Deposit or otherwise.
 - iv) The Engineer in-Charge shall also have the right to sell any or all of the Contractor's unused materials, constructional plant, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer in-Charge shall have the powers to recover the same in accordance with provisions of the Contract.
 - v) All decision, actions of the Engineer in-Charge under the Clause as aforesaid shall be conclusive and binding on the Contractor.
20. Each bidder shall submit 1 (one) bid document either individually or as a partner in a Joint Venture.
 21. Withdrawal of bids at any stage is not allowed. If due to unavoidable circumstances, the bidder wishes to withdraw his/her bid by written request, the same will be allowed only by forfeiting the EMD. The bidder shall be disqualified for re-submission of bid.
 22. The Engineer-in-Charge, may at his discretion, approve and authorize the contractor to sub-let, transfer or assign the whole or any part of the work. Nevertheless, any such approval or authorization shall not relieve the contractor from his responsibility.
 23. From commencement to completion of the work as a whole, the contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage.
 24. If at any time after acceptance of the tender, NEEPCO decides to abandon or reduce the scope of works for reasons whatsoever, the Engineer-in-Charge shall give notice in writing and the contractor shall have no claim to any payment of compensation or otherwise.
 25. No claims for interest or damages will be entertained by NEEPCO owing to any dispute, difference or misunderstanding between the Engineer-in-Charge on one hand and the contractor on the other.



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26. In the event, the date of opening of bids is declared as a closed holiday of NEEPCO, the bids shall be submitted by the bidders as per the stipulated time. However, date of opening of bids will be on the next working day at the appointed times.
27. The Micro & Small Enterprises (MSEs) shall have to provide valid Exemption Certificate, if any, against payment of Bid Fee and Earnest Money Deposit (EMD).
28. The Corporation reserves the right to extend the last date and time for submission of bids.
29. The Corporation reserves the right to reject any or all tenders or to annul the bidding process without assigning any reason thereof.
30. **Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria:**

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

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

(i) **Technical Qualifying Requirement:**

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

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

(ii) **Financial Qualifying Requirement:**

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

(b) **For Startups:**

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

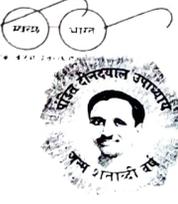
Startup bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup recognition certificate to prove bidder's recognition in trade similar to the tendered job. Startup bidders shall be offered



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exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.

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

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

31.1 The bidders participating as Micro & Small Enterprises (MSEs) shall submit an Undertaking in the prescribed format given in Form-E of Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/ certificate issued by any of the Authority mentioned below:

- a. District Industries Centers
- b. Khadi and Village Industries Commission
- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicrafts and Handloom
- g. MSEs having under Udyog Aadhaar Memorandum
- h. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

31.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

31.3 The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their cast/tribe in addition to certificate of registration with any one of the agencies mentioned above at Clause 31.1. MSE owned by SC/ST shall satisfy any of the following:

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

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

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



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

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

Sr. Manager (C)
O/o HoP, Wah Umiam Stage-III HEP
Mawsynram

Memo No. NEEPCO/HoP/S&I/Wah Umiam/T-21/2020-21/364-69
Copy to:-

Dtd.19/01/2021

1. The Chief General Manager (C) i/c S&I, NEEPCO, Guwahati for favour of kind information please.
2. The Chief General Manager (Fin), Shillong, for favour of kind information please. He is requested to kindly depute one of his representatives on the date and time of opening of tender.
3. The General Manager (IT), Shillong, for kind information please. He is requested to kindly upload the NIT in NEEPCO website on 20/01/2021. Soft copy of the NIT is mailed to itshillog@neepco.co.in
4. The Nodal Officer, CPP portal of NEEPCO, C&P, Shillong for information please. He is requested to upload the NIT in the CPP portal.
5. The Dy. General Manager (Fin), Bills, Shillong, for information and necessary action please.
6. Notice Board.

Sr. Manager (C)
O/o HoP, Wah Umiam Stage-III HEP
Mawsynram



NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(A Govt. of India Enterprise)

NIT No. 10/2021, Dated. 19/01/2021

DETAILED TENDER DOCUMENT

For

**Collection of river discharge data under Wah Umiam Stage-III HEP
(42.50 MW x 2), East Khasi Hills District, Meghalaya**

*Sr. Manager (C)
O/o the Chief General Manager (C)/ HoP,
Wah Umiam Stage-III HE Project, Mawsynram,
East Khasi Hills District, Meghalaya*

Registered Office: Brook Land Compound, Lower New Colony, Shillong- 793 003
Website: www.neepco.co.in, CIN - U4010ML1976GO1001658

**COLLECTION OF RIVER DISCHARGE DATA UNDER WAH UMIAM STAGE-III HEP
(42.50 MW X 2), EAST KHASI HILLS DISTRICT, MEGHALAYA**

NIT No. 10/2021

Date: 19/01/2021

1. Sealed tenders in prescribed format are invited with minimum 12 (twelve) months validity from reputed and experienced contractors/suppliers of Meghalaya for Collection of river discharge data under Wah Umiam Stage-III HEP (42.50 MW x 2), East Khasi Hills District, Meghalaya.
2. Non-transferable tender documents can be purchased from the office of the CGM (C)/ HoP, Wah Umiam Stage-III HEP, Mawsynram, Meghalaya, Pin- 793113 on any working day between **10.00 AM. to 3:00 PM with effect from 19/01/2021 against payment of Rs. 500/- (Rupees Five hundred) plus 18% GST** only in the form of non-refundable Demand Draft/ Banker's cheque in favour 'NEEPCO Ltd.' payable at Shillong, issued from any Nationalized Bank/Scheduled Bank.
3. The duly filled bid should be submitted in a sealed envelope superscripted with "**Tender against NIT No. 10/2021, Dated. 19/01/2021** to the Sr. Manager (C), O/o CGM (C)/ HoP, Wah Umiam Satge-III HEP, NEEPCO Ltd., Mawsynram, Meghalaya, Pin: 793113 either through GeM portal, personally or by registered post only and should reach this office on or before the due date. Further NEEPCO shall not be held responsible for any postal delay. The bids will be opened at the time and date as mentioned below in presence of bidder (s) or his authorized representative (if any).

Last date and time of receipt of the bids	10.00 AM of 11/02/2021
Date and time of opening of the bids	12:00 Noon of 11/02/2021

4. In case if there is any Holiday on the above-mentioned date, the bid will be received /opened on the next working day at the same time as indicated above.
5. Issuance of tender documents shall not automatically construe qualification which shall be determined during evaluation. The corporation reserves the right to accept or reject all or any of the tenders without assigning any reason thereof and is not bound to accept the lowest bid.

GENERAL TERMS AND CONDITIONS

1. **Scope of Work:** The overall scope of work covered under this contract for Collection of river discharge data under Wah Umiam Stage-III HEP (42.50 MW x 2), East Khasi Hills District, Meghalaya.
2. **Commencement of work:** The bidder shall start the work from the date of issue of Letter of Intent or Work Order.
3. **Time of Completion:** 1(one) year from the date of issue of Letter of Intent or Work Order.
4. **Corrections and Alterations:** Price is to be quoted carefully. There should not be any over writing or use any correction fluids etc. Corrections if any in the entries of the tender papers shall be signed in full by the bidder with seal and date.
5. **Qualification requirement of Bidders:** Self attested copy of the following documents should be submitted along with the bid in order to ensure qualification:
 - a) Valid Trading License (not required for tribal contractors)
 - b) Copy of PAN card
 - c) Copy of IT return filed for the last financial year (if any).
 - d) Copy of GST registration certificate and exemption certificate if any.
 - e) Experience in similar line with documentary evidence (if any).
6. **Responsiveness of the Bid:** In order to determine the responsiveness of the bid, it must comply with the following conditions:
 - a) **The original tender document issued by NEEPCO.**
 - b) **Tender document signed with seal by the bidder on all pages as specified.**
 - c) **Identity of the Bidder (three copies) as in Annexure – A, with photo wherever specified.**
 - d) **Earnest Money/Bid security for an amount of Rs. 12,100/- in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank**

or

Bid Security Declaration form as per the prescribed format attached herewith as Annexure-D.

- e) **Tender fee (if downloaded) of Rs. 500/- plus 18% GST in the form of DD/ Banker's cheque from any Nationalized/Scheduled bank.**

Non submission of any of the above documents will result in rejection of the bid.

7. **Only successful bidder is required to submit the declaration on stamped paper as in Annexure-B**
8. **Bid Evaluation Criteria:** Only one bid against a party offering individual as well as under proprietorship/partnership firm shall be accepted. If any other bid is found to have same individual name already submitted against another proprietorship/partnership firm, it will be rejected. The contract shall be awarded to the bidder offering the lowest evaluated price in conformity with the requirements of the Bidding document.
9. **EPF:** Employers EPF contribution on the salary of the labor @ 12.68% will be borne by the Corporation. The employee contribution towards EPF @ 12% will be deducted from contractor's bill if proof of PF registration has not been submitted by the contractor. The contractor is also required to submit details of PF deduction statement at the time of submission of bill.
10. **Earnest Money/Bid Security:**
- 10.1 Each bid shall be accompanied with a Bid Security/Earnest Money Deposit (EMD) for an amount of Rs. 12,100.00/- (Rupees twelve thousand one hundred) only in the form of demand draft from a Nationalized bank/Scheduled bank drawn in favor of NEEPCO Ltd., Shillong, which shall be valid for a period of at least 365 days
- or **Bid Security Declaration form as per the prescribed format attached herewith as Annexure-D.**
- 10.2 No interest will be paid on EMD/Bid Security in any form, to the bidders by the Corporation.
- 10.3 The EMD/Bid Security of the unsuccessful bidder shall be refunded without any interest after signing of the Contract Agreement with the successful supplier.
- 10.4 The EMD/Bid Security will be forfeited in case the bidder withdraws the offer for any reason whatsoever after the bid opening and during the period of Bid validity and extension/extensions thereof or in the case of successful Bidder, if the bidder fails within the specified time limit to sign their agreement or in case if any false statement or document is furnished by the bidder or if the successful bidder fails to start the work within 30(thirty) days from the date of issue of formal order.
11. **Security Deposit:** 3 (three) % of the total contract sum shall be deducted from the bill as a Security Deposit. The Security deposit shall be released by the Corporation within one month after expiry of contractual period on receipt of written application from the supplier.
12. **Payment:** Running Bills, on monthly basis, shall be released to the contractor on successful completion of the work in all respects. No escalation shall be payable against this work and no claim in this regard shall be entertained. No advance is payable under this contract. Documentary evidence of GST returns shall be made available for releasing the proceeding bills.
13. **Penalty:** A penalty of 0.5% from the bill per week on the total cost of contract subjected to a maximum of 10% shall be imposed in case of negligence of duty or unauthorized absence for a continuous period of 5 (Five) days or more by any laborer attached.
14. **Revision of rates for daily wages:** The monthly hire charge against each labor is subjected to change from time to time as per the rates published by the office of the Chief Labour Commissioner, GOI.

15. **Force Majeure:** The corporation reserve the right to suspend the work at any time under Force majeure conditions which shall include but not limited to the following:

- 15.1 Acts of God, acts of Public enemy, wars, insurrection, riots, disturbance, explosion etc.
- 15.2 Local disturbances and deteriorating law and order situation, bandh/industrial unrest of any nature.
- 15.3 Any other reason beyond control of the Corporation.

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

16. **Termination of Contract on Death:**

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

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

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

- i) If the Contractor,
 - a) commits default in complying with or commits breach of any of the terms and conditions of the Contract and does not remedy it immediately and not later than 10 (ten)days, in any case, after a notice in writing is given to him in that behalf by the Engineer in-Charge, or
 - b) fails to complete the work(s) or any item of work(s) within the time specified in the Contract or any extended time under the Contract and does not complete the work(s) or any item of work(s) within the period specified in a notice given in writing in that behalf by the Engineer in-Charge, or
 - c) offers or gives or agrees to give to any person in the Corporation's service or to say person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do

any act in relation to the obtaining or execution of this or any other Contract for the Corporation or

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

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

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

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

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

18. Recession of Contract: In case, under any clause or clauses of this contract the Supplier shall render himself unable to pay compensation amounting to 10% of the total contract value, the Corporation shall have the power to rescind the contract by issuing a recession notice in writing to the supplier by the ordering authority which shall be final and conclusive and in such case the Security deposit of the Supplier shall stand forfeited and be absolutely at the disposal of the Corporation.

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

20. Settlement of Disputes and Arbitration:

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

- 20.2 The parties to the dispute, prior to referring the dispute to the Arbitrator, may mutually decide, first drawn up the specific terms of reference/issues by way of separate Joint Agreement, which shall be, filed before the Arbitrator for commencing the proceedings.
- 20.3 The sitting of the Arbitration proceeding shall be held at Shillong. The expenses/remuneration etc. for the arbitration proceeding shall be determined by the Arbitrator in accordance with Section 11 (14) of the Forth Schedule of the Ordinance, 2015 and the same shall be shared equally by NEEPCO and the Supplier.
- 20.4 The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damage on whatsoever count will be entertained by the Arbitrator with respect to any dispute, difference or misunderstanding between NEEPCO and the Supplier.

21. Laws Governing the Contract:

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

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

a) For Micro & Small Enterprises (MSEs):

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

i) Technical Qualifying Requirement:

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

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

(ii) Financial Qualifying Requirement:

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

b) For startups:

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

Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.

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

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

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

- 23.1** The bidders participating as Micro & Small Enterprises (MSEs) shall submit an Undertaking in the prescribed format given in Form-E of Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/certificate issued by any of the Authority mentioned below:
- District Industries Centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation (NSIC)
 - Directorate of Handicrafts and Handloom
 - MSEs having under Udyog Aadhaar Memorandum
 - Any other Body specified by Ministry of Micro, Small and Medium Enterprises.
- 23.2** The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 23.3** The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their cast/tribe in addition to certificate of registration with any one of the agencies mentioned above at Clause 23.1. MSE owned by SC/ST shall satisfy any of the following:
- In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 23.4** The MSEs registered with any one of the above-mentioned agencies/ bodies are exempted from payment of Bid Fee and Earnest Money Deposit (EMD).

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

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

24. Valid GST registration certificates are to be enclosed, GST exemption if any are also to be attached.
25. Valid Employees State Insurance (ESI) certificate is to be enclosed.
26. Valid Employees Provided Fund (EPF) certificate is to be enclosed.
27. **Forms/Formats to be Submitted:**
 - 27.1 Annexure A.
 - 27.2 Annexure B (for successful bidders)
 - 27.3 Annexure C.
 - 27.4 Annexure D
 - 27.5 Form E (if MSE)
28. **Labor Rate:** The Labour rate shall not be less than the latest Rates of Wages for industrial workers as specified by the Chief Labour Commissioner, Ministry of Labour & Employment, GOI.
29. **The Corporation does not bind itself to accept the lowest tender and reserve the right to waive any formalities in regard to submission of tender or to reject any or all tenders without assigning any reasons thereof in the interest of the Corporation.**

Ref: NIT No. /2021,

Dated / /2021

To,

NEEPCO Ltd.,

Affix here duly
Self-Attested
Passport size
Photo of the
Bidder (s)

Dear Sir,

Please find enclosed herewith the following documents for your perusal ad necessary action:

- Name of the firm/Contractor/Supplier: _____
- Postal address with email and mobile nos: _____

- PAN No. : _____
- GST Registration Nos: : _____

Details of bank particulars (to receive payment in case of award of contract):-

- a) Name of bank and branch : _____
- b) Address of bank : _____
- c) Nature of Account : _____
- d) Name of Beneficiaries : _____
- e) IFSC Code of the Branch : _____
- f) Account No. : _____
- g) City/Town : _____
- h) Fax No. of the Bank : _____
- i) Telephone No. of the Bank : _____
- j) E-mail address of the Bank : _____

Yours faithfully

Signature(s) of the Contractor/ Supplier: _____

Name (s) in block letters _____

For M/S _____

(For Successful Bidder only)

ANNEXURE -B

Ref: NIT No. /2021,

Dated / /2021

In the Court of the magistrate at _____

Date _____

I, Sri /Smti _____ S/o / D/o/ W/o Sri /Late _____ aged ____ years by
occupation _____, resident of _____ P.S. _____ Dist. _____
State _____ do hereby solemnly affirm and declare on oath as follows:

1. That the deponent is permanently residing at the above address with the family members.
2. That the deponent is not a NEEPCO employee in service or dependent of NEEPCO employee in service.
3. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
4. That the deponent is the sole proprietor of M/s _____ at _____.
5. The deponent has own bank account no . _____ at _____
6. That the deponent's communication address is not the same with any of NEEPCO's quarters/premises etc.

The above statements from para 1 to 6 are true to the best of my knowledge, belief and information. In case the above statement of mine is found to be false/incorrect, the award of contract, if selected, shall be cancelled and the Corporation is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smt _____ Sign as _____

Passport size photo affixed herewith.

Identified by:

Advocate _____

Deponent.

Signed and sworn before me by the above named deponent on being identified by Sri _____.

Advocate _____ on _____.

Magistrate.

Wah Umiam Stage-III HEP, Mawsynram, Meghalaya

Schedule of Rate:

Type of Work:

Item No	Particulars of Item	No of laborer and category of the labor (skilled/unskilled)	Labor rate (per day)	Amount	Remarks
1					

Note: The Labour rate quoted shall not be less than the latest Rates of Wages for industrial workers as specified by the Chief Labour Commissioner, Ministry of Labour & Employment, GOI.

Bid Security Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

FORM-E: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE (WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES

(Bidders, who are registered as Micro/Small Enterprises shall submit the instant undertaking)

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

i) – **Micro Enterprises**

ii) – **Small Enterprises**

Please tick in the appropriate option box [] and attach relevant documents/certificate issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- District Industries Centers (DICs)
- Khadi & Village Industries Commission (KVIC)
- Khadi & Village Industries Board (KVIB)
- Coir Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs registered under Udyog Aadhaar Memorandum (UAM) w.e.f. 18-09-2015.
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

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

Dated _____

Signature of Bidder _____



ISO 9001, 14001 &
OHSAS 18001

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

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



Office of the Head of Project,
Wah Umiam Stage-III HEP,
(Formerly known as Mawphu HEP, Stage-II (85 MW))
East Khasi Hills District,
Meghalaya, Mawsynram-793113
E-mail mawphuhep.neepco@gmail.com

SHORT NOTICE INVITING BIDS

Bids are invited for Performing the work of "Collection of river discharge data" under O/o the HoP, Wah Umiam Stage-III HEP. Details are available at www.neepco.co.in. Any subsequent notifications against this tender shall be updated on the website. Last date for bid submission is 11/02/2021.

Place: Mawsynram

Date: 19/01/2021


19/01/2021

Sr. Manager (Civil)

O/o the Head of Project,
Wah Umiam Stage-III HEP
Mawsynram, Meghalaya