



ISO 9001-14001
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(भारत सरकार का उद्यम) / (A Government of India Enterprise)
135 मे.वा. अगरतला गैस टरबाइन कंबाईंड 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. 06 /NEEPCO /AGTCCPP /C&P /2020-21 Dated 22.04.2020

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible bidders for the work of " **Running and Maintenance of 5000 GPH capacity water treatment Plant located at Office complex, NEEPCO Ltd, AGTCCPP, R.C. Nagar, Tripura (W)**" for a period of 1(one) year. 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](https://etenders.gov.in).

Estimated Value : ₹ 45,762.00 (Rupees Forty Five Thousand Seven Hundred and Sixty Two) only per month

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

- 1.1 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.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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:

- 2.1 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 22/04/2020.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 23/05/2020.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 26/05/2020.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 26/05/2020 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 ₹ 12,960/- (Rupees Twelve Thousand Nine Hundred and Sixty) 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 ₹ 500/- (Rupees Five Hundred) 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. 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.
(Similar work means Running and Maintenance of Water Treatment Plant)
3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, **GST Registration(Compulsory)**, Copy of Income Tax and Professional Tax Certificate clearance of current validity, **Completion certificate of works** should be submitted along with their bids.
4. Offline bids shall not be considered.
5. 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.
6. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies.
7. 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.
8. 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).
9. **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.**
10. **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 rate quoted against this e-NIT **should be submitted online**. The general Terms and Conditions are:

1. **i)Scope of the work :** Daily operation, routine checking and maintenance of 5000GPH capacities Water Treatment Plant located at the Office Complex of AGTCCPP, NEEPCO Ltd. round the clock by providing necessary skilled manpower in order to supply portable water in the Colony Complex round the clock. Water treatment shall be done with automatic / manual dosing with required quantity of chemicals i.e. Sodium Hypochlorite Solution (Liquid Chlorine), Ammonium Alum and Soda Ash/ Quick Lime. The contractor shall have to conduct testing of the treated water from time to time as and when directed by the Engineer-in-charge. But the cost for the same shall be reimbursed on submission of documentary evidence of expenditure incurred along with the Test Report in original.

- (i) **Duration of the work:** 12(twelve) months from the date of LOI.
 - (ii) **Taxes :** Rates quoted by the bidders shall be inclusive of all costs as applicable but excluding GST.
 - (iii) **Dosing Chemicals:** Required quantity of dosing chemicals [Sodium Hypochlorite Solution (Liquid Chlorine), Ammonium Alum and Soda Ash/ Quick Lime] shall be supplied by the Corporation free of cost. However, receiving the chemicals from the Project Store and shifting the same to the treatment plant as required from time-to-time, shall be the responsibility of the Contractor.
 - (iv) Water shall have to be treated as per WHO/ BIS specifications of portable water.
 - (v) A minimum of 3 (Three) nos. of **semi-skilled manpower** is to be engaged for the treatment plant who shall work from 06:00 Hrs to 22:00 Hrs, 7 days a week. One Site-in-charge/ Supervisor is also to be deployed by the contractor for the plant. The rate for semi-skilled labours would be guided by the Rates in force from time to time as per Ministry of Labour & Employment, Govt of India.
 - (vi) Attendance of the above manpower shall be maintained in the plant which shall be countersigned by NEEPCO Officials supervising the work. For any absence of manpower deployed by the contractor, recovery shall be made proportionately from the bill(s).
 - (vii) The contractor shall keep all mechanical and electrical installations of the treatment plant such as booster pumps, compressors, Dosing Pumps etc. in ready to operate condition by greasing & cleaning etc.
 - (viii) The contractor shall clean the sedimentation tank(s) once a week or as per requirement as decided by the Engineer-in-charge.
 - (ix) The contractors shall carry out repairing work for the treatment plant as and when directed by the Engineer-in-charge. The cost for the same shall be reimbursed on production of documentary evidence.
 - (x) The contractor shall keep the Treatment Plants and their surroundings in neat and clean condition. In case, the contractor fails to do so, the same shall be carried out by the department and the cost for the same shall be recovered from the bill(s) of the contractor.
 - (xi) The contractor is responsible for recording of daily checking of Pumps, Compressors etc. in a job sheet/ register which shall be countersigned by NEEPCO Officials supervising the work.
 - (xii) Any activity not specifically mentioned but required for satisfactory operation of the whole system shall be the responsibility of the contractor.
 - (xiii) Accommodation for the manpower engaged by the contractor for the work(s) shall be provided in the Colony Complex of AGTCCPP, on hire charge basis as per NEEPCO's approved rates.
2. **Terms of Payment:** The payment will be made on monthly basis from the date of commencement of the work. Bill for any broken period of months shall be paid proportionately on the basis of time and area of maintenance. Also, after successfully carrying out the work for each month, Computerized Measurement Book (CMB) has to be prepared by the contractor as per the format given by the department and the same should be submitted to General Manager(C), AGTCCPP for verification and further processing of the bills.
- I. It is mandatory for the contractor to submit the CMB within 7th day of each month for the work executed by him in preceding month accompanied by (i) Statement of man power engaged by him during the month, (ii) **Documentary evidence of bank payment made to the workers** and (iii) Proof of deposit of the **due amount to PF account** of the concerned worker.
- II. **GST :** As admissible shall be paid extra on production of documentary evidence only. copy of Registration Certificate of the Firm , GST details , Name of the Proprietor, Legal Business Address should be submitted to the consignee for payment.
- III. Contractor shall submit the **EPF Registration Number**, if already had, otherwise **EPF deduction** in respect of both employees and employer's contribution will be made from their bill(s) as per existing relevant norms. However, this will not relieve the Contractor from his responsibility.
3. **Work and Safety Regulations:**
- (a) 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.
 - (b) 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.

- (c) 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.
- (d) 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.
4. **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.**
5. **Discipline of Workman:** 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.
6. **Applicable Laws:** The contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, State's Rules & regulations, to the extent applicable, as indicate below, but not limited to, in force from time to time:
- Workmen's Compensation Act, 1948.
 - Payment of Wages Act, 1936.
 - Contract Labour (Regulation & Abolition) Act, 1970.
 - Provident Fund and Misc. Provisions Act, 1952.
 - Income Tax Act, 1961.
 - Tripura Sales Tax Act.
 - Service Tax 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.

7. **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 be disputed.
- (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 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.

8. 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 within 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.

9. 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.**

10. 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.
11. **Engineer-In-Charge** : For this contract General Manager(C), AGTCCPP Shall be the Engineer-In-Charge.
12. **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 Ltd. for 10% of the contracted amount 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 formal order, the contractor will sign the agreement with NEEPCO in appropriate format in non-judicial stamp paper.
13. **Liquidated Damage for non performance**
The manpower deployment schedule as per MANPOWER SCHEDULE shall be guaranteed by contractor for maintenance at all time. For shortfall in deployment of man power the Engineer In-Charge will be at liberty to deduct proportionate amount from the contractor's monthly bill.
14. **Deduction from Contract Price**
- (a) All costs, damages or expenses, which the NEEPCO may have paid, for which under the Contract the Contractor is liable, will be claimed by the NEEPCO. All such claims shall be billed by the NEEPCO to the Contractor regularly, as and when incurred by the NEEPCO. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within 30 (thirty) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the NEEPCO may then deduct the amount from any amount due or becoming due by the him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the NEEPCO of such claims.
- (b) In addition to above provision, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for non-performance under the Contract.
- (c) In case of any dispute, the sum of money so withheld or obtained under this Clause by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of the Contract is either mutually settled or determined by the Arbitrator or by the Competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account. The Contractor shall not be allowed stoppage/ discontinuation of work under the Contract in lieu of dispute.
15. **Spares & Consumables** : Bleaching Powder , Broom etc. as required is in the scope of the contractor.

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://neepco.abcpurchase.com>) 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
AGTCCPP, NEEPCO Ltd.
R.C.Nagar