



ISO 9001-14001-45001
MINIRATNA CATEGORY-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(एनटीपीसी लि.की सहायक कंपनी) (A Subsidiary of NTPC Ltd.)

135 मे.वा. अगरतला गैस टरबाइन कंबाईंड साइकिल पॉवर प्लांट
135 MW Agartala Gas Turbine Combined Cycle Power Plant
अनुबंध एवं प्रापण: 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 /2020-21 Dated 23.07.2020

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible bidders for the work of "Running the existing Canteens in Administrative Block and Power House Building of NEEPCO, AGTCCPP, Ramchandranagar, Agartala- 799008" 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 : ₹ 58,948/- (Rupees Fifty Eight Thousand Nine Hundred Forty Eight) only per month excluding GST but including PF and Contractor's profit.

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 23/07/2020.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 24/08/2020.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 26/08/2020.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 26/08/2020 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 ₹ 16,694/- (Rupees Sixteen Thousand Six Hundred Ninety Four) only to be submitted **ONLINE** failing of which their bid shall not be considered. After making payment of the EMD, bidder shall attach the computer generated payment slip along with bid documents. The payment slip shall be duly certified by the bidder mentioning tender number and its date before submission on the e-portal. **Payment of EMD and Tender fee shall be made separately, not combined. This Has to be done for prompt disposal of their EMD in case bidder has not qualified or not the L1 bidder**

5 BANK DETAILS FOR EMD AND TENDER FEE SUBMISSION:

Name of the bank	Indian Overseas Bank
Name of the Account Holder	NEEPCO LTD
Account Number	183702000000001
Branch	Ramchandra Nagar
IFSC Number	IOBA0001837

- 6 **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 through the same route. **No change of Bank details would be entertained.** 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.

- 7 **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.
- 8 **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 500/- (Rupees Five Hundred) only shall be submitted **ONLINE** failing of which their bid shall not be considered. After making payment of the tender fee, bidder shall attach the computer generated payment slip along with bid documents. The payment slip shall be duly certified by the bidder mentioning tender number and its date before submission on the e-portal. **Payment of EMD and Tender fee shall be made separately, not combined.**

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

- 9 **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 Canteen)
3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, **GST Registration**, PF registration, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.
4. **Provision for EMD and Tender fee exemption for the Bidders who are registered as Micro/ Small Enterprises:** Complying with the Public Procurement Policy for Micro and Small Enterprises (MSE) 2012, the following benefits shall be applicable to bidders registered as Micro/ Small Enterprises
 - a. Exempted from payment of applicable EMD
 - b. Exempted from payment of applicable Bid fee.

The bidders participating as Micro/ Small Enterprises shall submit an Undertaking in the prescribed format declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the relevant documents/ certificates issued by the Competent Authority i.e.

 - i) District Industries Centre
 - ii) Khadi and Village Industries Commission
 - iii) Khadi and Village Industries Board
 - iv) Coir Board

- v) National Small Industries Corporation
 - vi) Directorate of Handicraft and Handloom or
 - vii) Any other Body specified by Ministry of Micro, Small & Medium Enterprises) as evidence to their applicability of Micro and Small Enterprise.
5. 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 successful bidder should ensure that the same is valid till the end of the contract period.
 6. 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.
 7. The MSE bidder/Entrepreneurs claiming to belong to Schedule cast(SC) or Schedule Tribe (ST) shall furnish necessary SC/ST certificate issued by Competent Authority in support of their caste/tribe in addition to certificate of registration with any one of the agencies mentioned above at sl no 4. MSE owned by SC/ST shall satisfy any of the following:
 - i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
 8. **Condition for Startups:** The definition of "Startups" is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion i.e DIPP) 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 under Ministry of Commerce & Industry, Govt. of India. For more details may visit the website www.startupindia.gov.in
 9. **Relaxation of Prior experience and Prior turnover norms for Startups and Micro & Small Enterprises in Public Procurement:** In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012 Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. This has as per the Policy Circular No. 1(2)(1)/2016-MA Dt. 10th March 2016 of the Ministry of Micro, Small & Medium Enterprises, Govt. of India.
 10. **Minimum Average Annual Turnover(MAAT):** Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than ₹ 2.50 lakhs.
 11. **Bid capacity:** The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than the estimated cost of the work put to tender: Bid Capacity = $A \times N \times 2 - B$ Where, A = Maximum value of works executed in any one year during last 7 (seven) years (at current price level). N = Completion time of the proposed work in years. B = Value at current price level of existing commitments and on-going works (as on the latest date for bid submission) to be completed in next "N" years. Bid capacity shall be assessed at the time of submission of Techno-commercial Bid, for which the Bidder shall have to submit documentary evidence in support of "A" & "B" above along with their Bid.
 12. **Electronic Reverse Auction (e-RA):**
 - i) "Electronic reverse auction" is an online real-time purchasing technique to select the successful bid, which involves presentation by bidders of successively lowered bids during a scheduled period of time.
 - ii) In e-RA, all those bidders who are ascertained to be Qualified & Responsive to the bidding conditions, unless otherwise restricted, shall be invited to participate in the eRA process.
 - iii) The e-RA shall be conducted for procurement where Bids (including Price Bids) have already been submitted and opened subject to guidelines as may be approved from time to time.
 - iv) The minimum value of decrement in price for the e-RA shall be 0.5% or value deemed to be fit depending upon various aspects pertaining to procurement in question, of the L1 price evaluated on the basis of Price Bid.
 13. **e-RA process: A)** 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. NEEPCO will declare its Opening Price (OP), Reserve price(RP), which shall be visible to the all bidders during the start of the Reverse Auction. The Bidder will be required to start bidding after announcement of Opening Price and decrement amount. The start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price with decrement value. The Bidder shall note that,

the first online bid that comes in the system during the online reverse auction shall be equal to the auction's start price - (minus) decrement value, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the last Accepted bid rate by one decrement value, or lesser than the last Accepted Rate by multiples of the decrement value.

B) Reverse Auction shall be for a period of 1 Hour (60 minutes). If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. The bidder shall note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction.

14. Offline bids shall not be considered.

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. **Scope of work** : Day to day regular functioning of the each canteen one at the Administrative building and other at the power house for providing of canteen facilities for the employees & guests during office hours. However, the canteen at the power house shall also provide the facility for the employees engaged for shift duty in particular. Eatables things e.g tea, snacks, lunch etc shall be made available by the canteen themselves and shall be sold on payment basis. Hygiene of the canteens to be maintained by the contractor. The MENU as fixed by a committee shall be displayed and maintained by the contractor/contractor's workers. Consumables shall be arranged by the contractor whereas main fixture/crockeries and the area shall be arranged by NEEPCO.
2. All aspects of works shall be carried out as per standard procedure and instruction of In-charge, HR wing ,AGTCCPP.
3. **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. However, commencement of service shall not be more than 30 days from the date of issuance of order.
4. **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 online bids is mandatory for consideration of bids by NEEPCO. However, the document submitted by the bidder must be signed and sealed at each page by the bidder with signature before scanning and uploading.
5. **Basis of Price**: The bidder shall quote the price on FIRM basis and no escalation shall be entertained during the contact period. The bidder shall quote his price in the PRICE SCHEDULE appended herewith.
6. **Service time of the canteen**: The service time of the canteen at Administrative canteen shall be 9.30AM to 5.30 PM, whereas the Service time of the Power house canteen shall be 8:00AM to 8:00PM. The workers at Power house canteen will do rotational duty; one worker will work at morning shift (7:30AM-3:30 PM) & Other worker will work at evening shift (12:30 PM to 8:30 PM).
7. **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.
8. **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.
9. **Deployment of Manpower**:

- (i) For faithful performance of works under this contract, the contractor shall engage suitably experienced semi-skilled, unskilled 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 worker	No.
1.	Administrative Canteen	
a)	Semi-Skilled Workman	1
b)	Unskilled Workman (helper)	1
2.	Power House Canteen	
a)	Semi-Skilled Workman	1
b)	Un-skilled workman (Helper)	1

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. The workers should possess experience of one year or more in such type of works in any power plant.

- (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 but after taking consent from NEEPCO.
- (iii) The contractor shall ensure payment of minimum wage to various categories of his employees like semi-skilled and un-skilled as per Government of India's notification in this regard. **Any increase in labour wages beyond labour wages vide Ministry of Labour & Employment order No. File No.1/VDA(3)/2020-LS-II dated: 06.05.2020 [i.e beyond April'2020 wages order] during contractual period as notified by Ministry of Labour, Govt of India shall be reimbursed by NEEPCO.**
- (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.**
- (v) Bidder shall quote for both the canteen as per prescribed BOQ floated on etenders.gov.in

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 Ltd. for an amount of ₹ 20,000/- (**Rupees Twenty Thousand**) only to serve as a contract performance guarantee. The Bank Guarantee submitted in lieu of Contract Performance Guarantee shall be valid till 90 (ninety) days after the contractual completion period. The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the contractual completion period, provided that the Officer in-Charge is satisfied that there is no demand outstanding against the Contractor. 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.
11. **Main Fixtures & crockeries:** Main Fixtures and Crockeries, Cooking gas, Fridges as well as area required by the contractor's personnel shall be under NEEPCO's scope and will be provided free of cost for this service. However, all consumables, Raw materials required for cooking purposes are under contractor's scope.
12. The Firm would be required to use ISI/Agmark/Food grade products and as per FSSAI norms.
13. The Firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard from time to time. In the event of any food poisoning/contamination, the firm will be held fully responsible and liable to other penal actions under the Law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy **free from infectious diseases**.
14. The Contractor shall ensure that all the canteen employees, during their working hours, wear neat and tidy uniform and use hygiene gloves supplied by the contractor. **No canteen employee shall be allowed to perform duty without proper uniform. Contractor shall provide uniform, gloves all required for the job.**
15. The firm shall not stock any inflammable or otherwise dangerous materials, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.

16. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/permissions from various government bodies for running catering services and produce the same before the concerned authority as and when asked for. An undertaking in this regard has to be given by the firm.
17. **The firm shall have swipe card facility for making payments as per the customer's convenience.**
18. The approved price of the eatables should be prominently displayed at the counter/Notice Board of Canteens.
19. The eatables shall be served in neat and clean utensils.
20. Waste generated from the canteens shall be disposed at designated places. Haphazard way to throwing garbage's shall impose penalty to the firm and in this regards NEEPCO's decision will be final.
21. **ASSIGNMENT AND SUB-LETTING:** The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract.
22. **Work and Safety Regulations:**
- (a) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment 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 In-charge, Canteen services as he may deem necessary.
 - (b) 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 In-charge, Canteen services in prescribed form and also to all the authorities envisaged under the applicable laws. **Liability/responsibility in case of any accident causing injury/death to canteen worker or any of his staff be of the Firm. NEEPCO shall not be responsible by any means in such cases.**
 - (c) 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.
23. **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. Any bidder having Employees State Insurance Corporation (ESIC) certificate, shall be submitted along with bid.**
24. **Effect and Jurisdiction of Contract:** The contract shall be considered as having come into force from the date of issue of the Order. 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.
25. **Settlement of Dispute:**
- (a) Except as otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the In-Charge, Canteen services, subject to a written appeal by the Contractor to the In-Charge, Canteen Services, whose decision shall be final to the parties hereto.
 - (b) 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 In-charge, Canteen services and the Contractor, then the same should be referred to NEEPCO prior to proceedings for Arbitration.
 - (c) If any dispute or difference of any kind, whatsoever, shall arise between the NEEPCO 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 In-charge, Canteen services 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.

- (d) 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.

26. **Arbitration :**

- (a) Except as otherwise provided, if at any time any question, dispute or difference whatsoever shall arise between the Contractor and the NEEPCO 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 NEEPCO 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.

27. **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) Epidemics.
- (j) Fire (not caused by negligence of the contractor/its sub-contractors/ their personnel) and
- (k) 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.

28. 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.

29. 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.

30. 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.
- (d) Other Terms & Conditions, as applicable, as per agreement to be made while placing WO.

31. Schedule of Price for the tender:

The detailed Schedule of Price for the tender included under the scope of the work are as per the **Price Bid Form** of the tender on the online portal of <https://etenders.gov.in>

32. CPG format: CPB format is attached in annexure-A below.

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.



(Suranjan Sarkar)
Dy. General Manager(E/M), C&P
AGTCCPP, NEEPCO Ltd.
R.C.Nagar

Annexure A

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE (to be stamped in accordance with stamp Act)

Ref.....

Bank Guarantee no.....

Date.....

To

The Head of Project
North Eastern Electric Power Corporation
Agartala Gas Turbine Power Plant,
Ramchandranagar,
Agartala – 799008
Tripura(W).

Dear Sirs,

In consideration of the North Eastern Electric Power Corporation Ltd. , (herein after referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered / Head office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Purchaser's letter of award No. ----- dated ----- valued at ----- for ----- (scope of Contract) and the Contractor having agreed to provide a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to -----*----- (percent) of the said value of the Contract to the Purchaser.

We _____ (name & address
of the bank)

at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all money payable by the Contractor to the extent of Rs -----*----- as aforesaid at any time upto ----@----- without any demur reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the

Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges the guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractors liabilities.

The liability or obligation of the bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a competent court or Tribunal or any other authority and that any payment made by the Bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made .

Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Supplier.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....(Rupees) only and it will remain in force up to and including and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension with the validity period, this shall be treated as a claim by the Purchaser on the bank.

Dated thisday of.....201.....at

WITNESS

(Signature)

(Name)

(Official address)

Signature _____

(Name)_____

(Designation with Bank stamp)

Authority as per
Power of Attorney No _____

Dated._____

Note:

- 1) This sum shall be ten percent (10%) of Contract price.
- 2) The date will be ninety (90) days after the end of the warranty period as specified in the Contract.
- 3) The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the guarantee.
- 4) In case of Bank Guarantee issued by a foreign bank, the same shall be confirmed by any nationalized bank in India.