



North Eastern Electric Power Corporation Limited

(भारत सरकार का उद्यम) / (ब्रिटीश रॉयल इन्स्टीट्यूट ऑफ टेक्नोलॉजी)

135 मे.वा. अगरतला गैस टरबाइन कंबाईंड साइकिल पावर 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. 47 (1) /NEEPCO /AGTCCPP /C&P /2020-21 Dated 23.11.2020

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible service provider for the work of **"Comprehensive Annual Servicing & Maintenance of Split Type Air Conditioner"** at various locations of NEEPCO, 135 MW Agartala Gas Turbine Combined Cycle Power Plant, Agartala, Tripura (W) . Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be down loaded from NEEPCO's online portal <https://etenders.gov.in>

SCHEDULE		
1.	Work :	Comprehensive Annual Servicing and Maintenance of Split Type Air Conditioner of Capacity upto 2 Ton of different make including refilling of Gas and replacement of faulty spares excluding compressor, PCB, Condenser, Cooling Coil and Remote Hand Set
2.	Quantity :	50(Fifty) Nos. of Air Conditioner
3.	Estimated Value:	₹1,84,200/- (Rupees One Lakh Eighty Four Thousand Two Hundred) Only including GST.
4.	Earnest Money :	₹ 3680/- (Rupees Three Thousand Six Hundred Eighty) only.
5.	Tender Fees :	₹ 500/- (Rupees Five Hundred) only
6.	Last Date & time for Bid submission:	22-12-2020 upto 13:00 Hrs.
7.	Date & time of opening of Bid:	24-12-2020 at 15:00 Hrs.
8.	Validity of Tender:	120 Days

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.

Corporate Identification No.- U40101ML1976GOI1658 Website: www.neepco.co.in
Phone No. 0381-2391292, email : agtpn.onm@gmail.com

- 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 23/11/2020.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 22/12/2020.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 24/12/2020.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 24/12/2020 is a holiday, the bid shall be opened on the next working day at the appointed times.

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 ₹ 3680/- (Rupees Three Thousand Six Hundred Eighty) 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:

- 6.1. 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.**
- 6.2. 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.
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:
 - 7.1 In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - 7.2 In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
 - 7.3 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 ₹ 0.55 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):**
 - 12.1 "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.
 - 12.2 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.
 - 12.3 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.
 - 12.4 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:**
 - 13.1 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.

- 13.2 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. The Tenderer shall furnish an undertaking (self-certification) that the Tenderer has not been blacklisted / debarred by any Central / State Government institution including electricity boards. The Tenderer should also confirm that there is no pending litigation on account of executing similar orders.
15. Offline bids shall not be considered.

GENERAL TERMS AND CONDITION

(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** : The scope of the work shall generally be limited to Annual Servicing and Maintenance of different Make Split AC machine upto 2 ton at various locations of NEEPCO, 135 MW Agartala Gas Turbine Combined Cycle Power Plant, Agartala, Tripura (W) and shall broadly include :
- ✓ Inspecting the plant and/or the system and carrying out preventive maintenance as per standard practice 6(Six) times in year.
 - ✓ Checking the refrigeration system motor and starters for performance and ensuring the overall healthy condition of the AC machines.
 - ✓ Checking the system for leaks and then rectifying leaks, if any.
 - ✓ Taking a set of readings and then evaluating them to ensure satisfactory performance of the plant.
 - ✓ Checking the refrigeration control system for operation and adjusting the setting, if any.
 - ✓ Lubricating the bearing of motor pumps and fans as and when necessary.
 - ✓ Repairing/replacing the all faulty spares (excluding compressor, PCB, Condenser, Cooling Coil and Remote Hand Set) of the equipments at site or at any other place as and when required.
 - ✓ Replenishing the refrigerant as a result of leak from the system arising out of standard wear and tear.
 - ✓ Attending and operation of the plant when called upon.
 - ✓ Attending to complaints/ breakdown call whenever received within 24(Twenty Four) hours.
 - ✓ Reporting the healthiness and suggesting improvements, if any.
 - ✓ All spare part involved during breakdown (including Gas Refill) shall be covered under the AMC.

All aspects of operation shall be carried out as per procedure mentioned in AC manufacturer's manual, standard operating procedure and instruction of Engineer-in-charge as designated by NEEPCO.

2. **Period of Contract** : The contract for shall be for a period of 1 (one) year from the date of issuance of the order or commencement of service whichever is later initially and may be extended for further period at mutually agreed rates and terms & conditions subject to satisfactory performance under the contract.
3. **Submission of Bid**: Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. On line bidding forms will be available in the website. Submission of 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.
4. **Basis of Price**: The bidder shall quote the price on FIRM basis and no escalation shall be entertained during the contact period.
5. **Terms of Payment**: Payment shall be made on a Quarterly basis on a prorata basis. For this, the contractor shall raise bills for work executed by them in the preceding three month period. NEEPCO shall release payment within 15 (fifteen) days of submission of bill.
6. **Statutory Deduction**: These will be made at source as per the rules prevalent in the area of work. If the bidder is eligible for any kind of exemption/concession from state Govt. /Central Govt. they shall have to furnish documentary evidence to consider the same.

7. **Clause wise Compliance:** Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other document. Deviations if any from the tender requirements must be stated in a separate sheet with relevant clause for consideration of NEEPCO Ltd. Deviation mentioned in the general tender document without highlighting the same in **Deviation statement** shall not be accepted.
8. **Settlement of Disputes and Arbitration:** In case of any dispute concerning this Tender/Order, both the contractor and NEEPCO shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation. Place of arbitration shall be at Agartala. Arbitrator shall be appointed by Chairman & Managing Director, NEEPCO Limited and for that this contract shall be interpreted in accordance with the laws of India.
9. **Contract Agreement and Contract Performance Guarantee:**
- 9.1 Within 15 (fifteen) days from the date of issue of Letter of Intent/Order, 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.
- 9.2 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.
10. **WITHHOLDING PAYMENT:** The purchaser may withhold the whole or part of any payment of the contractor, which in the opinion of the purchaser is necessary to protect himself from loss or account of.
- Defective work not remedied or guarantees not met;
 - Damage or loss of property or equipment of the Purchaser.
 - Non-return of material/equipment supplied by the Purchaser when the same is due.
 - If legal case is instituted against the bidders by the purchaser or the contractor.
11. **Other Terms & Conditions for awarding the AMC shall be as below:-**
- 11.1 The tenure of the contract will be for a period of one year. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
- 11.2 In case of the contractor backs out during the contracted period without any explicit consent/reasons of this department, the firm would be liable for recovery on prorata basis at higher rates to be mutually decided, vis-a-vis, for the contracted amount. The expenses incurred in the process for maintenance by the Department for the balance period of contract through alternative means shall be recovered from the **CPG** and subsequently delisted from NEEPCO.
- 11.3 The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on their part. The contract will be on comprehensive basis inclusive repairs and replacement of spare parts and Refilling of Gas without extra payment.
- 11.4 **Penalty for delayed Service:** The engineer(s) will have to ensure that all calls are attended within 2 (Two) days normally. In Case of failure to do so, a penalty will be charged for downtime at the rate of Rs. 100/- (Rupees One hundred only) per day or part thereof beyond the demarked time limit of 4 (four) days from the time a complaint was lodged). In case of exigency and nature of the problem and merit of the case penalty will be decided by the Engineer-In-Charge.
12. **Court of Competent Jurisdiction:** Any legal action taken or proceeding initiated or any of the terms of the agreement shall be only in the jurisdiction of local court of this Power Station area in Agartala, Tripura.
13. The contract must not be sub-let without the permission of the Corporation.
14. The bidders shall submit all the information and documents as sought for in relevant clauses of the tender documents, both in Technical Specification & Commercial conditions. Tenders without the requisite information and documents shall be considered as incomplete and are liable for rejection.
15. NEEPCO reserves the right to verify bidders' capability and capacity both in terms of technically and commercially to perform the contract as well as to verify the authentication of any or all documents produced/submitted by bidders.
16. NEEPCO reserves the right to accept/reject any or all offers in part or full and also the right to relax qualifying requirements whenever and wherever required without assigning any reasons thereof.

17. Work and Safety Regulation

- (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 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 equipment 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.

18. **Special Instruction** : The contractor should comply with the provisions of contract labour (Regulation & abolition) act 1970 and Contract Labour (Regulation & abolition) act 1971 and minimum wages act & rules of Central and State Government of India.

19. **ASSIGNMENT AND SUB-LETTING**: The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract.

The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. In case any condition(s) is/are not acceptable to the bidder, the same should be mentioned in the offer/quotation in clear terms in the deviation sheet. 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.