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Miniratna Category-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
135 मे.वा. अगरतला गैस टरबाइन कंबाइंड साइकिल पावर प्लांट
135 MW Agartala Gas Turbine Combined Cycle Power Plant
अनुबंध एवं प्रापण, क्यू.एस.एच.ई. एवं जोखिम प्रकोष्ठ / Contract & Procurement : QSHE & Risk Cell
रामचन्द्र नगर, त्रिपुरा (प) / Ramchandra Nagar, Tripura (W) - 799008



NOTICE INVITING TENDER(E-TENDER)

e-NIT No.57/NEEPCO/AGTCCPP/C&P/2020-21 Dated 23.01.2021

Online Sealed bids (Single Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible bidders for "Providing Manpower Services for assistance in Plant Operation in Engineering Category of the Plant Equipment and systems in 135 MW Agartala Gas Turbine Combined Cycle Power Plant at Ramchandranagar, Agartala - 799008, Tripura(W) "for a period of 2(Two) year and subsequent extension for further period upon satisfactory performance. Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be down loaded from NEEPCO's online portal <https://etenders.gov.in>

SCHEDULE		
1.	Name of Work	Providing of Manpower Services for Plant Maintenance in Engineering Category at 135 MW Agartala Gas Turbine Combined Cycle Power Plant at Ramchandranagar, Agartala - 799008, Tripura(W)
2.	Basic Estimated Value:	₹ 4,25,600/- (Rupees Four Lakh Twenty Five Thousand Six Hundred) Only per month which is exclusive of GST and Contractor's profit.
3.	Period of Contract	2 (Two) year. It is further extendable subject to satisfactory performance
4.	Bid Security	Bid Security document
5.	Tender Fees	₹ 1,000/- (Rupees One Thousand) only
6.	Last Date & time for Bid submission	23-02-2021 upto 13:00 Hrs.
7.	Date & time of opening of Bid	25-02-2021 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.

Corporate Identification No. - U40101ML1976GOI1658 Website: www.neepco.co.in
email : agtpp.onm@gmail.com

- 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 summarily 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 23/01/2021.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 23/02/2021.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 25/02/2021.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 25/02/2021 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 **Bid Security Declaration:** The bidder shall submit the **bid security declaration** along with techno-commercial bid. In case the bidder withdraws bids, found in engages in corrupt, fraudulent, collusive, coercive practices during bidding process; his/her bid shall not be considered and suitable departmental proceeding will be initiated against such default bidders. Default bidders shall be debarred to participate in any tender of the Corporation for next 2(Two) years from the date of opening of the techno-commercial bid. Prescribed format of bid security declaration is attached in Annexure-A.

5 BANK DETAILS FOR 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 **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 1000/- (Rupees One Thousand) 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.

Address of the undersigned: General Manager(C), C&P, QSHE & RISK Cell
AGTCCPP, NEEPCO Ltd.,
R.C. Nagar, Agartala - 799008, Tripura(W).

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

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

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

3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, GST Registration, Labour License, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.
4. The quoted price must be authenticated with relevant supporting documents and uploaded online.
5. The Tenderer shall furnish an undertaking (self-certification) that the Tenderer has not been blacklisted / debarred by any Central / State Government. The Tenderer should also confirm that there is no pending litigation on account of executing similar orders.
6. Offline bids shall not be considered.
7. Any bidder quoting less than the minimum wages and also not appropriately quoting for the charges in assistance shall be dis-qualified at the stage of evaluation.
8. L-1 will be decided by considering the highest annual turnover of current financial year, if two or more bidders / agencies/ firms quote the same amount.
9. The contracting company shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies.
10. **BOQ format is fixed and is exclusive of GST and per month basis. The quoted rate shall be treated as per the BOQ format and no change is permissible irrespective of what is written in techno-commercial bid documents of the bidder.**

11. Bidders quoting ZERO percentage shall not be considered for evaluation. Percentage of Contractor's profit shall always be ABOVE ZERO percentage.
12. **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.
13. 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.
14. 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.
15. 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.
16. **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
17. **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.
18. **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 ₹ 19.70 Lakh.
19. **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.

: GENERAL TERMS & CONDITIONS:

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

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

1. Scope of Work:

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

- i) Gas Turbine and its Auxiliaries
- ii) Steam Turbine and its Auxiliaries
- iii) Heat Recovery Steam Generators.
- iv) MCC and Electrical Systems.
- v) Boiler Feed Pumps & Condensate Extraction Pumps
- vi) Air Cooled Condensing System.
- vii) DM make up pumps.
- viii) Any other equipment not specifically mentioned above but required for operation of the plant.

For satisfactory operation, the field personnel of the contractor shall carry out inspections and checks of all drives, pumps, lubricating system, inspection of oil leakage, check availability of power and system protection requirements for commencing startup operation, continue operation of the equipment as per instruction of operation-in-charge in each shift, ensure safe shut down of all equipment as per instructions, maintain all round vigil and reporting any abnormality, recording all data in shift log sheets, as prescribed. All aspects of operation shall be carried out as per procedure mentioned O&M manual, standard operating procedure and instruction of shift-in-charge / operation-in-charge as per designated by NEEPCO.

2. Period of Contract:

The contract for shall be for a period of 2(Two) 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. Work Experience: The bidders should have requisite experience for assistance in maintenance of the Plant Equipment and systems in respect of a Combined Cycle Gas Turbine power plant having a capacity not less than 135 MW as mentioned in clause no.2 of "Instruction to Bidders". Bidders adequate work experience on such field is a prerequisite for further evaluation of bid.**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 on line bids is mandatory for consideration of bids by NEEPCO. The bidder will submit copies of contractor's registration certificate, GST, PAN card and PF registration certificate.

5. Basic Estimated Cost:

The estimated cost of services to be rendered under the contract is ₹ 4,25,600.00 (Rupees Four Lakh Twenty Five Thousand Six Hundred) Only per month which is exclusive of GST and Contractor's profit but inclusive of labours PF.

6. Basis of Price:

The bidder shall quote the price on **FIRM** basis. 5 (Five)% escalation in remuneration will be provided subject to the satisfactory performance in the first year of contract.

7. The bidder shall quote the percentage above the basic estimated value. Bidder has to bid only for Contractor's profit margin above the basic estimated value. Bidder shall abstain from Zero or negative profit margins. Unrealistic/Unjustified bids in the open tender shall be summarily rejected and necessary departmental proceeding may be introduced against such bidders if found guilty.**8. Formula for quoted rate:** Suppose monthly basic estimated value is Y, and the bidder has quoted X percent above the basic estimated value, then the quoted price of the bidder will be $Z = (Y + XY/100)$ **9. 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.

10. 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.

11. Deployment of Manpower:

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

- a. Graduate Engineers (Electrical / Mechanical) with 4-5 Years' experience - 07 (Seven) Nos.
- b. Graduate Engineers (Electrical / Mechanical) with 2-3 Years's experience - 04 (Four) Nos.
- c. Fresh Graduate Engineers (B.E./ B.Tech) - 2 (Two) No.

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 graduate engineers having work experience should be BE / B.Tech in relevant discipline and having relevant experience in O&M of any Combined Cycle Power Plant having capacity of 135 MW and above.**

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. If NEEPCO considers for additional manpower required for the job then the payment shall be made proportionately. In the event of any under deployment compared to the above minimum requirement, the Corporation shall make proportionate deduction from the contractor's invoice.

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 for an amount of **Rs 20,000.00** (Rupees Twenty Thousand) only to serve as a contract performance guarantee. This contract performance guarantee shall be released after expiry of the contract agreement or termination of the contract as the case may be.
- ii) Within 30 (thirty) days from the date of issue of Letter of Intent/W.O the contractor will sign the agreement with NEEPCO in appropriate format in non-judicial stamp paper.

13. Spares, Tools & Tackles, Consumables.

All Spares, Tools & Tackles, Consumables as may be required by the contractor's personnel shall be issued by NEEPCO free of cost to the contractor.

14. Overtime Charges (OT): Overtime shall be governed by the Shift roster of the Corporation. For working in Holidays of NEEPCO (amongst Govt. Gazette holidays only) and working beyond 8 hours in shift duty on exigency, Overtime Allowance will be provided subject to the recommendation of the Engineer-In-Charge. OT shall be restricted to 50 hours per quarter per person.**15. Paid Leave:** Paid leave for contractual manpower for 18 (Eighteen) days in a year is allowed with prior consensus of Contractor and NEEPCO management. Leave beyond 18 (Eighteen) days in a year may be considered unauthorized and remuneration may be deducted on pro-rata basis.**16. 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.

17. 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 (preferably from Govt. PSU insurer) for the workers under him for an **Insurance coverage upto Rs 2.00 (Two) Lakhs or maximum premium of Rs. 6,000/- (Rupees Six Thousand) only per person annually.** The cost towards premium for such insurance shall be reimbursed by the Corporation at actual. **For, extension time if any, insurance premium shall be reimbursed in pro-rata basis.**

18. Effect and Jurisdiction of Contract

The contract shall be considered as having come into force from the date of issue of the Letter of Intent. The laws applicable to this contract shall be laws in force in India. The High Court of Tripura, Agartala, shall have exclusive jurisdiction in all matters arising under this contract.

19. 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 Engineer-in-Charge, subject to a written appeal by the Contractor to the Engineer-in-Charge, whose decision shall be final to the parties hereto.
- (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 Engineer 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 Purchaser and the Contractor, arising out of the Contract for the performance of the works, whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Purchaser or his authorized representative, who within a period of 30 (thirty) days after being requested by the Contractor to do so give written notice of his decision to the Contractor.
- (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.

20. Arbitration

- (a) Except as otherwise provided, if at any time any question, dispute or difference whatsoever shall arise between the Contractor and the Purchaser upon or in relation to or in connection with the Contract, either of the parties may give to the other notice in writing of the existence of such questions, dispute or differences and if the matter is not amicably settled and on rejection of the matter, the dispute or difference shall be mutually settled under the Indian Arbitration and Conciliation Act 1996 and amendment thereto.
- (b) The Contractor will ensure that the work under the Contract shall continue during Arbitration proceedings and no payment due from the Purchaser shall be withheld on account of such proceedings except to the extent that may being dispute.
- (c) In the event of the Contractor being an Indian party, that is to say, a citizen and / or a firm incorporated in India, the arbitration may be conducted by a sole Arbitrator. Such sole Arbitrator shall be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a panel of three arbitrators, proposed by him and selected by the Contractor. If both the parties

fail to arrive at decision regarding the selection of the sole Arbitrator the matter will be referred to the Chief Justice of High Court, Agartala having jurisdiction on the issue for a competent decision.

- (d) The venue of the Arbitration shall be Agartala, India.
- (e) The expense of the Arbitration shall be paid, as may be determined as specified in the award of Arbitrators.
- (f) The Arbitrator shall have the full powers to review and / or revise any decision, opinion, directions, certification or valuation of the Purchaser in consonance of the Contract, and neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Purchaser for the purpose of obtaining the said decision.
- (g) The language of Arbitration proceedings and of all documents and communications between the Bidders shall be in English.
- (h) The guidelines of the Government of India in respect of arbitration issued from time to time shall also be followed.

21. Force Majeure

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

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

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

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

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

22. 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.

23. 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.**

- iii) Contractor shall ensure that his engaged manpowers are capable or ready to attend duty at any time on requirement of NEEPCO.
- iv) The engaged manpower of the Contractor shall be below 50 years of age, however it is preferred to depute younger professionals.
24. **Termination of Contract on Owner's Initiative**
- (a) The Owner reserves the right to terminate the contract either in part or in full in case of breach of contract and violation of contractual responsibilities by the Contractor. The owner shall in such an event give 15 (fifteen) days notice in writing to the Contractor of his decision to do so.
- (b) The Contractor, upon receipt of such a notice, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated; and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.
- (c) In the event of such termination by the Owner, the Contractor shall be paid for all work executed and accepted by the Engineer-in-Charge prior to the date of termination at the rate and prices provided in the Contract.

20. **Applicable laws:**

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

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

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

21. **Transportation:**

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

22. **Accommodation:**

Shared accommodation for Contractual engineers may be provided at free of cost for the interest of the Corporation subject to the availability of quarters and with due approval of the Competent Authority.

Bidders shall submit their bids online in electronic form in <https://etenders.gov.in>. Online bidding forms are available in above website. Manual offline Bids shall not be accepted. However, the document submitted by the bidder must be signed and sealed at each page by the bidder with signature before scanning and uploading. The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. Bidders are requested to visit the website (<https://etenders.gov.in>) for any future change/ modification/ corrigendum/addendum to this tender.

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

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



(JITEN C DAS)
GM(C), C&P,
NEEPCO Ltd. AGTCCPP

Basic Estimated value (Price- breakup)

SL No	Category	Basic Pay (Rs)	Fringe benefit (Rs)	CPF (Rs)	Basic Estimated Value (Rs)	Contractor's profit
1	Graduate Engineer(E/M),4-5 years' experience	22000	10340	2860	35200	Bidder shall quote online for profit margin only in the BOQ of Price bid.
2	Graduate Engineer(E/M),2-3 years' experience	20000	9400	2600	32000	
3	Fresh Graduate Engineer(E/M),	16000	7520	2080	25600	

ANNEXURE-A**BID SECURITY DECLARATION**

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Tender Ref No:

Tender ID:

Corporation: NEEPCO, AGTCCPP, R.C.Nagar, Tripura(W)-799008.

Name of the bidder/Firm:

I/We, the undersigned, declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any public contract in NEEPCO Ltd for a period of **2(Two) years** from the date of opening of techno-commercial bid, if we are in breach of our obligation(s) under the following bid conditions:

1. In case I/We withdraw bids, found to be engaged in corrupt, fraudulent, collusive, coercive practices during bidding process.
2. In case of I/We become the L1 bidder and fails to submit BG in prescribed format and Sign the Contract agreement within stipulated time.

Date:

[Authorized signatory of the Bidder/Firm with Company seal]

Place:

B L A N K

