



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 03/07/2021.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 03/08/2021.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 04/08/2021.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 04/08/2021 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 ₹ 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.

**Address of the undersigned** : General Manager(C), C&P,  
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. 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 civil construction works)
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 17<sup>th</sup> 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](http://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 ₹ 65 Thousand.
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. 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.
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. BOQ format is fixed and is inclusive of GST. 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.
16. Offline bids shall not be considered.

#### TECHNICAL SPECIFICATION:

17. The detailed technical specification of the items included under the scope of the work are as per the BoQ enclosed. The same may also be viewed in the **Price Bid Form** of the tender in the online portal of <https://etenders.gov.in>.
18. Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of workmanship, quality and properties of materials and methods of testing, methods of measurements etc. Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revision thereof, if any, up to the date of receipt of tenders. In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge.
19. The work also includes all minor details which may not have been referred to in these documents but are essential for the successful completion of the work in all respect in accordance with standard Engineering practice.

**GENERAL TERMS & CONDITIONS:**

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

01. **NAME OF THE WORK:** "Construction of toilet and modification of pump house at colony complex, AGTCCPP, Ramchandra Nagar, Agartala, Tripura(W)".
02. **Time of Completion:** The work shall have to be completed within 90 (Ninety) days from the date of issue of the work order.
03. **Taxes:** The rate quoted by the bidders should be inclusive of GST.
04. **LIQUIDITY DAMAGE:** If the materials are not supplied within the stipulated time a Liquidity Damage shall be applicable @  $\frac{1}{2}$ % (half percent) of the total value of the undelivered items per week subject to a ceiling of 10% of the ordered value. GST as admissible shall be levied on the penal value.
05. **Force Majeure Condition: Force Majeure :**

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

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

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

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

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

06. Contractor shall submit the EPF Registration Number, if already had, otherwise EPF deduction in respect of both employees and employer's contribution will be made from their bill(s) as per existing relevant norms. However, this will not relieve the Contractor from his responsibility.
07. Copy of Income Tax PAN and Professional Tax Certificate clearance of current validity are to be submitted along with the bid.
08. Laws, Regulations and Acts pertaining to engagement of Labours, environment protection, Safety etc. shall be applicable.
09. **Payment Terms** :- Ninety percent (90%) of basic amount along with Hundred Percent (100%) taxes & duties shall be paid after Completion of the work at AGTCCPP site. Balance ten percent (10 %) shall be released after 12(Twelve) months from the date of completion of the work as certified by the Engineer-In-Charge.  
Alternatively, Hundred (100%) payment along with Hundred percent (100%) taxes and duties shall be paid on submission of Security cum Performance BG for an amount equivalent to Three (3 %) of the billed amount with a validity of Fifteen (15) months. The BG shall be issued from any Nationalised / Scheduled Bank of India and to be submitted within 01 (one) month from the date of issue of LOI/Work Order.
10. The rates of all the items of work after issuance of the work order shall remain firm till the completion of the work in all respect.
11. **Running bill:** After completion of work in all respect, bills will be prepared by the Engineer designated by the Engineer-in-charge who will also be responsible for supervision of the work. For R/A bill, the contractor will have to submit an application to the Engineer-in-charge requesting release of the R/A bill and the decision of the Engineer-in-charge in this regard shall be final and binding on all concerned.
12. **Defect Liability period:** The defect liability period is 12(twelve) months from the date of the completion of the work. In case, any defect is noticed during the Defect Liability Period, the contractor will have to rectify/correct the same at his cost and risk; else NEEPCO will get the work done at the cost and risk of the Contractor.
13. The Contractor shall have to supply materials and labours etc. required for the work for successful completion of the same in all respect.
14. **Quality assurance Plan:** The Contractor shall execute the work as per the Quality assurance plan of the Engineer-in-Charge which is attached as ANNEXURE-B.
15. **Drawings:** All the necessary drawings are attached in ANNEXURE-C.
16. In case, the work is not been carried out the work as per specifications or not to the satisfaction of NEEPCO or the Contractor causes any damage to the work or property of NEEPCO or other damages not mentioned herein, NEEPCO shall have the right to recover any amount as considered suitable from the bill/ Security deposit/ any other amount due to the Contractor in NEEPCO.
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**. The cost towards premium for such insurance shall be reimbursed by the Corporation at actual.
18. **Contractor's Default:** If the Contractor neglect to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him, in writing, by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within 30 (thirty) days from the date of service thereof, then and in such a case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit it shall be lawful for him,

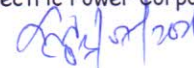
without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same and the Owner shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works, or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall be liable to pay such excess. Such payment of excess amount shall be independent of the Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed.

19. **Arbitration:** Except where otherwise provided, if at time, any question of a dispute or difference of opinion whatever shall arise between the Contractor and the Corporation upon or in relation there to or in connection with this Contract, either of the parties may give to the other notice in writing, of the existence of such questions, disputes or differences and if the matter is not settled amicably by and between the parties and on rejection, such matter of dispute or difference of opinion shall be referred to the Arbitration strictly in accordance with the provision contained in the **Arbitration and Conciliation Act 1996 (Act. No. 26 of 1996)**, and any amendment thereto and any rules made there under and to such other order or orders, instruction issued by the Government of India time to time in this connection. The venue of Arbitration for shall be Agartala, India.
20. **Special Condition:** The intending bidders are requested to visit the worksite to assess the requirement of the work before submission of their tenders.
21. 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)  
General Manager(C), C&P  
NEEPCO Ltd. AGTCCPP

Annexure-A

**FORM-C: Bid Security Declaration**

(Bidders shall submit this DECLARATION online)

I/We ..... (Name of the Bidder) .....do hereby solemnly affirm and declare that if I/We withdraw or modify my/our bid after the bid opening during the period of bid validity and extension thereof, I/We will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
(Signature)  
(Name of Signatory, duly authorized to sign the bid  
On behalf of the Bidder..... (in block letters))

(Designation / Title of Signatory)  
(Seal of the Bidder)