



North Eastern Electric Power Corporation Ltd.
TGBPP, NEEPCO, Monarchak

SHORT NOTICE INVITING BID

NIB No. 06/20, Dated: 14/10/2020

Bids under Single Stage Two Envelopes system with 180 (One hundred Eighty) days' validity in prescribed Schedule of Tender is invited online from the reputed contractor for the following work:

1.	Name of work:	"Assistance in execution of the day to day Operation & Maintenance work of the 5MWp Grid Interactive Solar Plant of Tripura Gas Based Power Plant, NEEPCO LTD, Monarchak, Sepahijala, Tripura-799131"
2.	Estimated cost:	₹ 40,67,950.00 (Rupees forty Lakh sixty-seven thousand nine hundred and fifty) Only.
3.	Date of Commencement of Uploading tender document	Document can be downloaded online w.e.f. 15/10/2020 (10:00 Hrs.) to 16/11/2020 (16:00 hrs.) from the website, https://etenders.gov.in
4.	Last Date & Time for Submission of Bid:	Upto 16.00 hrs. of 16/11/2020.
5.	Date and Time of opening of Techno-Commercial Bid:	At 16:00 Hrs. of 17/11/2020 onwards. The date of opening of the Price bids will be intimated to the Technically qualified bidders later on.
6.	Cost of Tender Document:	₹1,180.00 (Rupees One thousand one hundred eighty) only inclusive of GST in the form of Demand Draft/ Banker's Cheque drawn in favour of NEEPCO Ltd., payable at SBI Sonamura or through "SB Collect" (Detail procedures/steps elaborated in Clause No. 9 of NIB). The Receipt generated online to be uploaded in the e-portal.
7.	Earnest Money Deposit:	₹ 80,000.00 (Rupees eighty thousand) only, through Bank guarantee in the prescribed format from a nationalized bank or through "SB Collect" (Detail procedures/steps elaborated in Clause No. 9 of NIB). The Receipt generated online to be uploaded in the e-portal. EMD may also be given in the form of Demand Draft/Banker's Cheque of any nationalized Bank drawn in favour of NEEPCO Ltd., payable at SBI Sonamura.

Tender Document including pre-qualification requirement can be viewed and / or downloaded from NEEPCO's website <http://www.neepco.co.in> or CPP portal <https://etenders.gov.in>.

भवदीय /Yours faithfully,

उप-महाप्रबंधक (वै./यां.)/Dy. Gen. Manager (E/M)
टीजीबीपीपी, नीपको/TGBPP, NEEPCO.

क्र.सं./Memo No: NEEPCO/TGBPP/E&M/C&P-43/2020-21/734-38

दिनांक/Dated: 14th Oct. 2020

Copy to:

1. The HOP / CGM (E/M), TGBPP, NEEPCO, Monarchak, Sonamura, Tripura for favour of kind information please.
2. The Dy. General Manager (IT) for information please. He is requested to host the enclosed Detailed Notice Inviting Bid in NEEPCO's website.
3. The Dy. General Manager (E/M), I/C Solar Project, TGBPP, NEEPCO, Monarchak for kind information please.
4. The Dy. General Manager (C), Vigilance Wing, TGBPP, NEEPCO, Monarchak for kind information please.
5. The Sr. Manager (Fin), TGBPP, NEEPCO for kind information and needful please.
6. Notice Board.



उप-महाप्रबंधक (वै./यां.)/Dy. Gen. Manager (E/M)
टीजीबीपीपी, नीपको/TGBPP, NEEPCO.



North Eastern Electric Power Corporation Ltd.
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Bidding Procedure
NIB No. 06/20, Dated: 14/10/2020

North Eastern Electric Power Corporation Ltd., (NEEPCO), a Public Sector Enterprise under the Ministry of Power, Government of India, invites e-tenders from reputed and experienced bidders under the Single-Stage Two-Envelope bidding system with 180 days validity for "Assistance in execution of the day to day Operation & Maintenance work of the 5MWp Grid Interactive Solar Plant of Tripura Gas Based Power Plant, NEEPCO LTD, Monarchak, Sepahijala, Tripura-799131".

The Scope, qualifying requirements and other terms & conditions of this NIB are indicated hereunder:

- 1. Scope:** The scope of the work includes "Assistance in execution of the day to day Operation & Maintenance work of the 5MWp Grid Interactive Solar Plant of Tripura Gas Based Power Plant, NEEPCO Ltd., Monarchak, Sepahijala, Tripura-799131".
- 2. Qualifying Criteria:**
 - 2.1. *The intending Tenderer shall be a Company / firm or joint venture / consortium with experience of similar job entrusted by any Govt. of India PSU/Industry for last **3 (three) years**. Documentary evidence (**PO Copies**) to that effect shall be submitted. Minimum one (one) order shall have to be submitted.
Minimum **1 (one) no. of recent end user's certificate** towards satisfactory performance of the entrusted contract from CPSU or any other Reputed Private Organizations, such as, RIL/RPL/Adani Power etc.*
 - 2.2 The average annual turnover shall not be less than Rs.30.00 lakh (Rupees thirty Lakh) during the financial year 2017-18, 2018-19, 2019-20. However, the minimum average annual turnover (MAAT) of the bidder may be calculated in the best 3 (three) financial years out of last 5 (five) financial year. The proof for the same is required to be submitted in case of calculation is done apart from average financial turnover for last three financial years
 - 2.3 The intending Tenderer shall produce the following documentary evidence to satisfy the minimum qualification criteria specified above, the fulfillment of which is prerequisite for opening of Sealed Cover -2 containing price bid.
 - a) Furnish performance certificate signed by Competent Authority certifying performance of the contract awarded to his esteemed organization or to the bidder.
 - b) The Tenderer shall furnish an undertaking (self-certificate) 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.
 - c) They shall submit the latest GST Returns. In case bidders are unable to furnish such document, they shall give valid reason for the same. The Owner reserves the right to reject any bid if GST Returns or the reasons for the bidders' inability to furnish such a document are not mentioned in the bids.
 - d) Valid Company registration certificate issued by any Govt. authority. Valid Labour license, PF registration certificate, and ESI registration certificate if any.
 - e) Furnish copy of the annual report duly certified by the Chartered Accountant for the financial year 2016-17, 2017-18, and 2018-19.
- 3. Completion period:**

The completion period shall be 24 (twenty-four) months from the date of issue of Letter of Intent (LOI).
- 4. Conditions for Micro & Small Enterprises (MSEs):**
 - 4.1 The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (Form D, Section-IV) declaring the status of their firm under the provisions of Micro

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and Small Enterprises along with a copy of the relevant document/ certificate issued by any of the Authority mentioned below:

- District Industries centers
- Khadi and Village Industries Commission
- Khadi and Village Industries Board
- National Small Industries Corporation (NSIC)
- Directorate of Handicrafts and Handloom
- MSEs having Udog Aadhar memorandum
- Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

The MSEs owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs; the SC/ST certificate issued by Competent Authority must be submitted in addition to certificate of registration with any one of the agencies mentioned above. The bidder shall be responsible to furnish necessary documentary evidence to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

- 4.2 The registration certificate 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.
- 4.3 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.
- 4.4 **The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Fees and Earnest Money Deposit (EMD).**
- 5. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience and Prior Turnover criteria:**

In line with the Policy Circular No. 1(2)(1)/2016-MA dated March, 2016 of the Ministry of Micro, Small & Medium Enterprises on "relaxation of norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover criteria" and as per Section 2.1(5) of : Action Plan for "Startup India" announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are relaxed for the Startups and Micro & Small Enterprises for this tender, subject to meeting of quality and technical specifications.

The Startup Enterprises shall submit startup India recognition certificate issued by the Department of Industrial Policy and Promotion (DIPP) of Ministry of Commerce & Industry in order to be considered for relaxation in prior experience and prior turnover.

Accordingly, Startup /MSE bidders shall be offered exemption from prior experience criteria, provided the bidder submit document such as startup/MSE registration certificate to prove bidder's registration in trade similar to the tendered job.

Similarly, Startup /MSE bidders shall be offered exemption from prior Turnover criteria, provided the bidder submit document such as startup/MSE registration certificate.

6. Participation in Bids:

6.1 Portal Registration for e-tendering:

- 6.1.1 Bidders are required to enroll on the eProcurement module of Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking the link "online bidders enrolment" on the CPP Portal which is free of charge.

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- 6.1.2 As per enrollment process, bidders will be required to choose unique user name and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any future communication.
- 6.1.3 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.) with their profile.
- 6.1.4 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 DSCs to others which may lead to misuse.
- 6.1.5 All bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for delay in online vendor registration, if any.

7. BID FEE:

Bidders shall have to make a BID FEES (non-refundable) of ₹ **1,180.00** (Rupees One thousand one hundred eighty) only inclusive of GST for participation in this instant NIB. Payment may be given through "SB Collect" (the procedures/ steps elaborated in **Clause No. 9 below**). The Receipt generated online to be uploaded in the e-portal or in the form of Demand Draft/Bankers' Cheque drawn in favour of **NEEPCO**, payable at **SBI Sonamura**.

During payment of bid fee, Bidders shall clearly indicate the NIB No. against which the bid fee is paid.

For any clarification related to terms and conditions of Bid Document, bidders are requested to forward e-mail clearly stating their queries to tendering authority at e-mail id cnptgbpp@neepco.co.in and may contact in regard to the instant NIB at 9436700946.

Support Help-Desk No. at NEEPCO Shillong: Tel: 0364-2507270/8974665789.

8. Earnest Money Deposit (EMD):

An amount of ₹ **80,000.00** (Rupees eighty thousand) only is required to be submitted along with the offer in the form of Demand Draft, drawn in favour of **NEEPCO** and payable at **SBI Sonamura** from any Nationalized/ Scheduled Bank, or bank guarantee in prescribed format from a nationalized bank, failing which their bid shall not be considered.

Earnest money can also be paid through "SB-Collect" of **State Bank of India** as per procedures/steps elaborated in **Clause No. 9 below**.

If a bidder withdraws the tender while it is under consideration or, after placement of order, the bid security /EMD shall be forfeited along with other action as the Corporation deems fit. The EMD of all unsuccessful bidders shall be refunded only after placement of order with the successful bidder.

9. The procedure/steps for payment of Bid Fee, EMD etc. by SB-COLLECT of State Bank of India:

STEP-1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser.
STEP- 2	State Bank Collect page will appear. Bidder has to select (For TGBPP E-Tender) State "Tripura" in the field of "State of Corporate/Institution", irrespective of location of the sites/projects/plants/ establishments where tenders are invited. Select "PSU" for "Type of Corporate/Institution" Click "GO"
STEP -3	In the new screen, select PSU Name as "North Eastern Electric Power Corporation Limited" and Submit.
STEP-4	In the new screen, select Payment Category as "TGBPP - PARTIES".
STEP-5	New Screen will appear, here the bidder has to fill all the required information for the payment as under: i) Under Name of Payer : The Bidder is to filled up his Name and Address.

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	<p>ii) Under Short Details of Payment: The Bidder shall indicate BID FEE and EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. 06/20, dated: 14/10/2020, the bidder has to fill under this option as "EMD for NIB No. 06/20, dated: 14/10/2020").</p> <p>iii) Under Type of PAYER: The Bidder is to select VENDOR OR CONSULTANT whichever is applicable.</p> <p>iv) Under CIN in case the Payer is a company: The bidder is to fill up his CIN in case of a company, otherwise may kept blank.</p> <p>v) Under Payment amount: The bidder is to fill up the amount as per bid condition.</p> <p>vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required.</p> <p>vii) Fill Captcha.</p> <p>viii) Then Submit.</p>
STEP-6	In the new screen, check the details and click " CONFIRM ", if correct.
STEP-7	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenient and make the payment.
STEP-8	After successful payment, the system will generate receipt. The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded for submission as per bid condition.

10. Bidding Procedure & Time line:

The Bidder shall submit the Bid under the Single-Stage Two-Envelope bidding system in electronic form as follows:

Envelope No. 1: Techno-Commercial Bid, Envelope No. 2: Price Bids

Bid Validity	180 days from the date of opening of Bids.
Last date & time of downloading of bid document:	15:00 hrs. of 16/11/2020
Last date & time for submission of online bids:	16:00 hrs. of 16/11/2020
Opening of bids	16:00 hrs. of 17/11/2020

In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the bids shall be submitted by the bidders as per stipulated time, however, the date of opening of bids will be the following working day at the appointed times.

The Corporation reserves the right to modify the eligibility criteria / restrict issue of tender papers or reject any or all the tenders without assigning any reason thereof. The Corporation is also not bound to accept the lowest tender.

The Corporation reserves the right to reject any or all tenders, or to annul the tendering process and reject all the tenders for any justified and genuine grounds, without thereby incurring any liability to the affected Bidders nor does it have any obligation to inform the Bidders the ground for such action.

Detailed NIB can be viewed at NEEPCO's website tenders <https://www.neepco.co.in> or at CPP portal <https://etenders.gov.in> and bid can be downloaded/submitted online at <https://etenders.gov.in> by the bidders.

11. NEEPCO reserves the right to extend the last date and time for submission of Bid.

12. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds, without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the grounds for such action.

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13. PREPARATION AND SUBMISSION OF BIDS:

Online submission:

Bids should be submitted in electronic form in <https://etenders.gov.in> Online bidding forms will be available in the website.

In the online bid submission, bidders will submit their Techno-Commercial bids and Price Bids in the online bidding forms using their digital signatures. Technical bid and price bids shall be furnished as per bidding schedules. Each bid shall contain the followings:

Envelope – 1 (TECHNO-COMMERCIAL BID):

- i) Proof of payment of EMD, Bid fee.
- ii) Copy of PF registration, GST registration.
- iii) Documents in support of qualifying requirements.
- iv) Bid Forms, Power of Attorney & other Forms & Annexures and other required documents as per bid document.
- v) Price Schedule [Unpriced]- The bidders to ensure the submission of Un-Priced Price Schedule indicating QUOTED/NOT QUOTED against each item in similar manner of their Price Bids however **without indicating the Prices. PRICES SHOULD NOT BE FILLED IN UNPRICED BID i.e TECHNO-COMMERCIAL BID.** In case the Bidder indicates prices while submitting this Schedule in Envelope-I, the bid shall be rejected.

Envelope –2 (PRICE BID):

Price Bid should not contain any terms and conditions but quote only percentage on establishment cost plus contractors profit. Bidders are required to put the percentage in (+) figure (for e.g. + 12%, + 20% etc.). **Please note that no negative percentage should be chosen as disbursement of fixed minimum price is mandatory.**

14. REVERSE AUCTION

- 14.1 The Owner reserves the right to go for Reverse Auction process to finalize the tender or may finalize the tender without Reverse Auction. The decision to conduct Reverse Auction or not will be conveyed to the qualified bidders. The business Rules and General Terms & Conditions for Reverse Auction is given in Section-V of the bid document.
- 14.2 Bidders shall furnish the undertaking to participate in RA as per Form-DECLARATION (Form-E, Sec-IV) along with the techno commercial bid in their letter head.
- 14.3 Bidders not confirming to participate in Reverse Auction if conducted by the Owner, their original quoted price shall be treated as final quotation.
- 14.4 The qualified bidders who have confirmed acceptance to the Owner on Reverse Auction, but finally do not participate in Reverse Auction process, their original quoted price shall be considered as final.
- 14.5 If a bidder does not want to quote any price below the starting /ceiling price during Reverse Auction, their "Logged In" during Reverse Auction itself shall be considered as Participation. Their original quoted price shall be considered as final.
- 14.6 After opening the price bids and arriving at evaluated cost to the Owner, the qualified bidders shall participate in the Reverse Auction event conducted as per business rules of RA.
- 14.7 It shall be Owner's discretion to use the Lowest Evaluated Cost already evaluated amongst the Price Bids or any other price as the Starting Price in RA.
- 14.8 In case the Owner decides not to go for the reverse auction procedure for the tender, the price bids already opened and evaluated shall be considered for finalizing the tender.
- 14.9 The Owner reserves the right to award the contract as per Purchaser's discretion irrespective of the live Auction Rank.
- 14.10 After completion of RA, the L1 bidder has to e-mail the duly signed price confirmation in the prescribed format given in the bid document with breakup of prices as per Price Schedules of NIB within 24 hrs of completion of auction without fail.



Shankar D. Jait



- 14.11 The L1 bidder shall furnish the price break up after RA which shall be proportionately distributed among line items in line with the original price quoted.
- 14.12 If no bid is received during reverse auction within the specified time duration of the online reverse auction, the original quoted price of the bidders shall be processed to evaluate the lowest bid.
- 14.13 If the L1 bidder as per the original quoted prices does not participate in the RA and the L1 bid received during RA happens to be the same as the L1 price evaluated as per original quoted prices of the bidders, then the L1 bid received during RA shall prevail and shall be considered for evaluation and award.
- 14.14 The prices quoted in the e-RA shall be the monthly hire charge against the particular type / model of vehicle exclusive of all taxes & duties.

15. Modification and withdrawal of bid:

- a) The bidders will be permitted to withdraw/modify his bid before the date set for opening of bids.
- b) Bidders are allowed to withdraw their online bids in the e-tender portal and re-submit the same within the scheduled date and time for bid submission.

The Bids will be opened online as per time and date set for opening of bids.

The Owner reserves the right to reject any or all bids, if the bids do not satisfy the stipulation of this specification.

16. Basis of Price:

The bidder shall quote the establishment cost plus contractors profit in percentage on present basic compensation amounting to ₹ 1,13,934.00 (Rupees one lakh thirteen thousand nine hundred and thirty-four) only, per month and Corporation will reimburse the compensation based on the circular issued by Ministry of labour & employment, Govt of India, time to time, cost of consumables will be reimbursed by the corporation with all taxes and duties on documentary evidence.

17. Terms of Payment:

Within 7th day of each month the contractor shall raise bills for services rendered in immediately preceding month accompanied by statement of man power engaged to perform the operation and maintenance works as per stipulated rate for each categories of worker as fixed by the corporation and the materials used for carrying out the works during the month along with documentary evidence for compliances of statutory deposit relating to the personnel engaged such as deposit of Provident Fund dues ESI etc. NEEPCO shall release the payment within 15 (fifteen) days from the date of submission of bill. After effecting income tax under the provisions of the Income Tax Act at the rate prevailing on the date of payment.

18. Payment to Contractor's Personnel:

The contractor shall make all payments to his personnel only in electronic mode by mandatorily transferring the same to their Bank Accounts to promote the Digital India Campaign of the Government of India. The Engineer in Charge has sole right to check all the compliances in this regard. Any deviation from these requirements shall be considered as contractual default and leads to termination of the contract. The Company shall reserve the right to deduct and make payment of any statutory dues including dues relating to worker and the amount so paid shall be recovered from the amount payable to the contractor under the contract along with administrative cost/ establishment charge as finalized during award of contract along with GST as applicable.

19. Deployment of Personnel:

- (i) For faithful performance of works under this contract, the contractor shall engage suitably Engineers, other category of workers like skilled & semi-skilled, unskilled workers in requisite numbers. However, the minimum workers envisaged by NEEPCO for engagement by the contractor shall be as follows:



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Sl. No.	Category of worker	Nos.
1	Graduate in electrical engineering having five years or more of experience in commissioning , Operation & Maintenance of any Solar PV Project of capacity not less than 5MW.	1
2	ITI pass in electrical having at least 3years work experience Or Graduate in any stream with minimum of 5 years of relevant experience in O&M of HT/ LT panels, Inverters of 630KW capacity or above and 33KV Switchyard etc. in a Solar Project	3
3	Having experience assisting in electrical works in Solar Plant as well as in cleaning of Solar PV Modules and up keeping of Solar Plant area by means Jungle cleaning, Sweeping etc.	4

The above requirement of workers is indicative only and may vary as per the works requirement in case increase in the scope of work or carry out the work smoothly additional workers/ workers may be required to discharge duties beyond working hours, the same shall be made available by the contractor as per the decision of the corporation. In such case only additional cost shall be payable by the corporation as per agreed rate.

- (ii) It should be explicitly understood by the contractor that the present contract is purely works contract and laws relating to works contract shall be applicable and adhere to.
- (iii) The contractor shall ensure payment of minimum wage to the various categories of worker such as highly skilled, skilled, semi-skilled and un-skilled as per the rate notified by the Government of India's in this regard. The monthly compensation to each worker deployed shall be bounding to the rate fixed by the corporation.
- (iv) An annual increment of 5% may be allowed to each worker after completion of first year if the performance of the contract is found to be satisfactory. In that case the effective rate against each category of the worker will fixed by the corporation after completion of the first year. But this increment will not be valid for the worker who has not been performing the duty in the first year.
- (v) In the event of any short deployment of the worker stated above, the Corporation shall reserve the right make proportionate deduction from the contractor's invoice and the contractor shall be responsible for any loss suffered on account of this.
- (vi) Estimated monthly amount excluding GST and contractor's profit is ₹ 1,28,745.00 (Rupees one lakh twenty-eight thousand seven hundred and forty-five) only

20 Special maintenance work:

- a) Contractor may require deploying excess manpower during emergent maintenance work on sudden tripping of machine or in any other emergent maintenance work as decided by the corporation apart from periodical maintenance work. The compensation for this work will be finalized on mutual agreement between the contractor/ authorized representative of the contractor and engineer in charge.
- b) In emergent condition Engineer in charge may decide to continue to engage the existing manpower to work beyond normal duty hours, in such cases, the overtime compensation will be allowed on double the rate of compensation in per hour basis as per Minimum wages Act 1948, section 33.

In both the cases as mentioned above the decision of the engineer in charge will be final.



Manoj K. Saha



21. Contract Agreement and Contract Performance Guarantee:

Within 15 (fifteen) days from the date of issue of Letter of Intent, the contractor shall furnish a Bank Guarantee as per prescribed format from any nationalized bank / Demand Draft from any Scheduled Bank in India payable in favour of NEEPCO Ltd. for an amount of ₹ 1,50,000.00 (Rupees one lakhs fifty 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.

22. Within 30 (thirty) days from the date of issue of formal work order, the contractor will entered into an agreement with the Company in prescribed format in non-judicial stamp paper of suitable value.

23. Duties and responsibilities under the contract

- a) Under the guidance of engineer-in-charge the deployed man power should be responsible to take necessary steps towards optimum generation from the solar panels and the system as a whole, in this regard periodic cleaning/ jungle cleaning, inspection testing of all SMPS which will include removal of carbon checking of tightness of the cable etc. Periodic SPV module cleaning will have to be done as per instruction of engineer in charge.
- b) Periodic checking of all earth pits, recording of periodic data is essential. Periodic maintenance of all installation including transformer yard to be carried out with guidance of engineer-in-charge
- c) Periodic maintenance of all 5(five) inverters are to be carried out in presence of representative of Hitachi, as per instruction of Engineer in charge and if any depreciation is noticed in any value of output (voltage, current, kWh) should recorded properly and intimated to the engineer-in-charge.
- d) Maintenance of switchyard both the bays are to be done periodically with guidance from engineer-in-charge, the spares required for any work of maintenance will be provided by the corporation against requisition
- e) All other works required for fulfillment of operation maintenance work of the Solar plant which is not mentioned here but essential to perform during the tenure of the contract is to be done with prior information to Engineer in charge.

24. Spares, Tools & Tackles, Consumables:

All the consumable of minor value such as cotton, jutes etc. shall be provided by the Contractor for carrying out the work. However, all Spares, Tools & Tackles, Consumables as may be required for carrying out the O&M works shall be provided by the Corporation free of cost to the Contractor. The Spares, Tools & Tackles, Consumables shall be sole property of the Company and shall requires to be returned to the Engineer in Charge on completion of entrusted work.

25. Work and Safety Regulations:

- (a) The Contractor shall ensure proper safety of all the property, plant and equipment belonging to him or to the Company or any others at the Site. The contractor shall also be responsible for provisions for all safety norms and statutory safety required both under the relevant legislations and specified by the Engineer as he may deem necessary.
- (b) The Contractor shall provide safety equipment of prescribed standard to all the workmen engaged for carrying out the work required under the law and the need, as may be directed by Engineer in Charge who will also have right to examine these safety compliances to determine their suitability, reliability, acceptability and adaptability.
- (c) In case of any accident occurred during the carrying out the works or any other associated activities undertaken by the Contractor under the contract, causing any minor or major or fatal injury to his workman due to any reason whatsoever, it shall be the sole responsibility of the Contractor to promptly take necessary action and also inform to the Engineer in Charge in prescribed form forthwith. The contractor shall also inform the incident to the prescribed



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authority under the relevant laws and the Company shall not be responsible for any default in this regard.

- (d) The Contractor shall follow and comply with all Safety Rules, Norms, Relevant Provisions of applicable laws pertaining to the safety of workmen, plants 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 the Corporation's Safety norms referred above, the stringent provisions shall prevail.

26. Insurance:

The Corporation bears no responsibility and liability, whatsoever, towards 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 shall arrange for accidental insurance coverage under workman compensation Act 1923 for each of his personnel to protect him against the loss due to any claims applicable under any applicable laws. The contractor should submit documentary evidence that necessary insurance cover has been obtained for the workers required under the applicable laws and the corporation will reimburse the premium actually paid covering the total contract period against each of his personal on production of documentary evidence.

27. ESI Scheme/ Medi-claim:

The Contractor shall also obtain ESI/medicclaim registration and ensure payment of contributions on or before the prescribed date. The premium paid against each employee with coverage of facility for each worker along with spouse for an amount of ₹2,00,000.00 (Rupees Two lakh) in each case, will be reimbursed annually by the corporation.

28. Residential Accommodation for Contractor's Personnel

NEEPCO cannot provide suitable accommodation for the contractors personal. But subject to availability NEEPCO may provide joint accommodation for few persons on chargeable basis.

29. Validity of the Contract:

The contract shall remain valid for 24 (twenty-four) months from the date of enforcement of the contract. The contract shall come into force from the date of issue of the Letter of award (LOA). On satisfactory completion of the contract the corporation may extend the validity of the contract for further period.

30. 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 case any dispute arising out under this contract.

31. Settlement of Dispute:

- (a) Except as otherwise specifically provided in the Contract, all disputes relating facts arising under the Contract shall be decided by the Engineer-in-Charge, on submission of a written appeal by the Contractor to the Engineer-in-Charge within the period of 30 days from the date of such dispute, whose decision shall be final and binding 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 authority prior to initiating proceedings for Arbitration.
- (c) If any dispute or difference of any kind, whatsoever, shall arise between the Service receiver 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 Service receiver 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 the issues shall be settled by Arbitration as provided in the Contract.

32. 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 Service receiver shall be withheld on account of such proceedings except to the extent that may be disputed.
- (c) In the event of the Contractor being an Indian party, that is to say, a citizen and / or a firm incorporated in India, the arbitration may be conducted by a sole Arbitrator. Such sole Arbitrator shall be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a panel of three arbitrators, proposed by him and selected by the Contractor. If both the parties fail to arrive at decision regarding the selection of the sole Arbitrator the matter will be referred to the Chief Justice of the High Court having jurisdiction on the issue for a competent decision.
- (d) The venue of the Arbitration shall be Agartala, Tripura, 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.*

33. 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.



Signature



- (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.

34. Discipline of Workmen:

The Contractor shall adhere to the disciplinary procedure set by the Engineer-in-charge in respect of his employees and workmen at site. The Engineer-in-charge 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-in-charge that such employee has misconducted 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.

35. Special Conditions:

- i) The contractor or his employee shall not use the project premises allotted to him for any purpose other than for carrying out 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 or his employee or his personnel shall not have any right to claim towards **full time employment in the Company.**

36. 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 and remove all the equipment employed for carrying out the works with the prior permission of the Engineer in Charge 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 the work executed and accepted by the Engineer-in-Charge prior to the date of termination at the rate and prices provided in the Contract.



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(d) Other Terms & Conditions, as applicable, as per agreement to be made while placing Work Order.

37. Schedule of Price for the tender: The detailed Schedule of Price for the tender included under the scope of the work is enclosed and is marked as "**Price Schedule**". The same may also be viewed in the **Price Bid Form** of the bid documents in the online portal of <https://etenders.gov.in>.

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>) regularly for any future change/modification/ corrigendum/addendum to this tender.** The Corporation reserves the right to change/modify the requirements or to postpone, reject or accept the tender in full or in part of this Notice or cancel without assigning any reason thereof and is not bound to accept the lowest offer.



Manoj K. Jaiswal