CAPITAL ELECTRICAL DIVISION

TENDER PAPER

Name of Work: Selection of Agencies:–Bharat Bill Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh”

Estimated Cost: Rs.
Earnest Money: Rs.
Security Deposit: Rs.
Cost of Tender Paper: Rs. 1000.00
Stipulated date of Completion of Work: 1 (One) year.
Date of opening of Tender: 06/02/2020

Certified that this Tender Paper Contains 62 (Sixty Two) pages excluding the Cover

Issued to M/s ………………………
……………………………………
……………………………………
on  /  /2020

Executive Engineer (E)
Capital Electrical Division
Department of Power
Itanagar

Executive Engineer (E)
Capital Electrical Division
Department of Power
Itanagar
GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF POWER
OFFICE OF THE EXECUTIVE ENGINEER (E) :: CAPITAL ELECTRICAL DIVISION
C-SECTOR::ITANAGAR :: 791 111

No. CED/DB-928/2019-20/4034-44

NOTICE INVITING TENDER

The Executive Engineer (E), Capital Electrical Division, Department of Power, Itanagar, on behalf of the Governor of Arunachal Pradesh, invites amongst the authorized Bharat Bill Payment Operating Unit (BBPOU) of Bharat Bill Payment System (BBPS) approved by the Reserve Bank of India for turnkey execution of the following work:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Tentative Estd. Cost of the work (Rs. In Lacs.)</th>
<th>Tentative Bid Guarantee (Rs. In Lacs.)</th>
<th>Date &amp; Time of Tender Sale</th>
<th>Last Date &amp; Time for application for purchase of Tender document</th>
<th>Last Date &amp; Time for Submission of Tender Documents</th>
<th>Date &amp; Time for Opening of Tender</th>
<th>Cost of Tender (Non-Refundable) (in Rs.)</th>
<th>Completion Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Selection of Agencies:- Bharat Bill Payment Operating Unit (BBPOUs) for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh*</td>
<td>To be quoted</td>
<td>2% of the quoted Bill</td>
<td>25/01/2020 &amp; 10.00 AM</td>
<td>05/02/2020 &amp; 4.00 PM</td>
<td>06/02/2020 &amp; 12.00 Noon</td>
<td>06/02/2020 &amp; 3.00 PM</td>
<td>1000.00</td>
<td>1 (One) year</td>
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</tbody>
</table>

The tender documents can be obtained from the office of the Executive Engineer (E), Capital Electrical Division, Department of Power, Itanagar-791111 in any working day from 10.00 AM to 4.00 PM w.e.f 25/01/2020 to 05/02/2020 and the tender documents shall also be available in the web portal of Bharat Bill Payment System (BBPS) approved by the Reserve Bank of India for turnkey execution of the above-mentioned work.

Non-transferable bid documents shall be available along with Vol-1/1 – Containing Condition of Contract and Technical Specification from the office of the Executive Engineer (E), Capital Electrical Division, Department of Power, Itanagar-791111 on above specified details on all working days.

The Prospective bidders shall have to apply for the bid document on Contractor’s / Firm’s printed letter pad with details postal address, telephone No., Mobile & Fax No. and e-mail ID etc enclosed with the documents of qualification under the following general information and basic qualification requirements.

General Information & Basic Terms and Conditions:

1. The Bidder should be an authorized Bharat Bill Payment Operating Unit (BBPOU) approved by the Reserve Bank of India (RBI) under Bharat Bill Payment System (BBPS).
2. Prospective tenderer shall produce original or attested true/photoscopies of the valid GST Registration Number, ISO/ISI/BIS Certificate documents and/or Dealership Certificate of such manufacturers at the time of purchase of tender paper(s).
3. The intending tenderer shall furnish latest income tax and GST clearance certificates from the competent authorities at the time of submission of application for purchase of tender documents.
4. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
5. The tender documents shall not be sold through postal or courier services.
6. No tender in the form of Telegraph/Fax or any other mode than the original hard tender documents purchased from the department. However, additional documents in support of offer may be enclosed with the hard tender document duly marked and initialed with seal.
7. The Department shall not be responsible for postal or any other forms of delay in receiving the tender documents within due time and so extension of time shall be entertained on such account. Accordingly, tender documents received after due date of submission shall not be accepted.
8. Other detail informations are stated in the Bid Documents.
9. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
10. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
11. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
12. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
13. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.
14. The department reserves the right to accept or reject the lowest or any other tender, a part or whole, as deemed fit & proper at its discretion without assigning any reason.

Executive Engineer (E)
Capital Electrical Division, Department of Power,
Government of Arunachal Pradesh
C-Sector, Opp. Capital Auto Agency Petroleum Depot: Itanagar- 791 111

Not to be published below this line:

No. CED/DB-928/2019-20/4034-44

Copy to:
1. The Chief Engineer (P), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar; for favour of kind information please.
2. The Chief Engineer (P), Eastern Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar; for favour of kind information please.
3. The Chief Engineer (P), Central Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar; for favour of kind information please.
4. The Chief Engineer (P), Planning & Monitoring, Department of Power, Government of Arunachal Pradesh, Itanagar; for favour of kind information please.
5. The Superintending Engineer (E), Arunachal Pradesh Electrical Circle-I, Department of Power, Naharlagun; for favour of kind information please.
6. All Superintending Engineer (E)s, Department of Power, Government of Arunachal Pradesh; for information.
7. All Executive Engineers (E), Department of Power, Government of Arunachal Pradesh; for information.
8. All Assistant Engineers (E), Capital Electrical Division, Department of Power, Government of Arunachal Pradesh, Itanagar.
9. The IT Branch of the Department of Power is requested to upload the NIT in the departmental web portal on or before 20th January 2020.
10. Notice Board.
11. The Director, Information & Public Relations, Government of Arunachal Pradesh, Naharlagun; with request to get the above NIT published in the National & Local Newspaper as per prevailing Government Guidelines in any one of their edition but latest by 20th January 2020 and necessary bills may be sent to this office for payment. 5 (five) copies of this advertisement are enclosed herewith.

Executive Engineer (E)
Capital Electrical Division, Itanagar
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SECTION I

REQUEST FOR QUOTATION

1.1 GENERAL

The Department of Power, Government of Arunachal Pradesh invites sealed tenders in 2 envelopes for Selection of Agencies-Bharat Bill Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh”.

The bidder must qualify the qualifying requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

Selection of Agencies-Bharat Bill Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh”.

NIT: No. CED/DB-928/2019-20/4034-44 Dtd.

1.1.1 The Chief Engineer (P), Western Electrical Zone, Department of Power, Itanagar invites sealed tenders from eligible bidders for the above mentioned work (Clause 1.1)

Earnest money Deposit : 2% of the total quoted price
Cost of Tender form (Non-Refundable) : Rs.1000/-
Duration of the Work : 1 year (from the date of issuance of order)

Tender documents on sale
Date & time of Submission of Tender : 25/01/2020 at 10.00 AM (working days)
Date & time of opening of Tender (Opening of technical bid) : 06/02/2020 till 12.00 HRS

The tender document can be obtained from address given below against submission of non-refundable demand draft of Rs.1000/- (Rupees One Thousand) only drawn in favour of the Chief Engineer (Power), Western Electrical Zone, Department of Power, Vidyut Bhawan, Itanagar-791111, payable at Itanagar:

The Chief Engineer (Power)
Western Electrical Zone
Department of Power
Government of Arunachal Pradesh
Vidyut Bhawan
Itanagar-791111

The tender papers will be issued on all working days upto the date as mentioned above. The tender documents & detail terms and conditions can also be downloaded from the website www.arunachalpower.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.
1.2 POINTS TO BE NOTED

1.2.1 Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.

Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 below shall submit the tender documents.

1.2.2 Tender document consists of the following:
   a. Request for quotation/ Notice Inviting Tender
   b. Instructions to Bidders
   c. Commercial Terms & conditions
   d. Bill of Quantities/ Price Format

1.2.3 The Contract shall be governed by the documents listed in para 1.2.3 above.

1.2.4 The Chief Engineer (Power), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Vidyut Bhawan, Itanagar-791111 reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase/ Agreements. Tender will be summarily rejected if:
   (i) If Earnest Money Deposit (EMD) of requisite amount is not deposited in shape of Bank Draft/BG drawn in favour of the Chief Engineer (Power) Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Vidyut Bhawan, Itanagar-791111, payable to SBI, Itanagar Main Branch.
   (ii) Tender is received after due date and time.

1.3 Qualifying Criteria:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding: (All below mentioned criteria should be met simultaneously).

TECHNICAL CRITERIA:
I. Bidders should be an authorized entity (BBPOU) in BBPS system.
II. Bidders should be able to provide BBPS service as specified under BBPS guidelines for present context and future context.
III. Bidders may also mention the settlement time in the proposal.
IV. Department of Power will not bear cost of setup, integration or O&M.
V. BBPOUs are expected to offer these services as part of their agreement.
VI. The selected BBPOU(s) must on board all electricity consumers of Department of Power, Government of Arunachal Pradesh to BBPS.
VII. The selected BBPOUs shall also integrate the existing Pre-paid Energy Metering System in the BBPS and shall provide the required gateway for Online recharge facilities to all the existing Prepaid electricity consumers of the Department of Power.

COMMERCIAL CRITERIA
I. Bidder should have valid Registration No. of GST
II. Bidder should have PAN No. & should fulfill all Statutory compliances like PF, ESI registration.
III. The bidder should give an undertaking on the Company’s letter head that all the documents/certificates/information submitted by them against the tender are Genuine. In case any of document/Certificate/Information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting shall be initiated against the bidder as appropriate and deem fit.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please Note:

a) Firms who are debarred/ blacklisted in other utilities in India will not be considered.

b) Bids received from Joint Ventures / consortium shall not be considered

c) Department of Power reserves the right to carry out capability assessment of the Bidders and Department of Power’s decision shall be final and binding in this regard.

Also, the Bidder shall furnish the following commercial & technical informations along with the bid documents:

i) Latest audited balance sheet

ii) Detail of Banker & Cash Credit limit

iii) Details of constitution of the Company (Proprietary/ Limited/ Pvt. Ltd. Along with details)

iv) Memorandum & Articles of Association of the Company

v) Organization Chart of the Company

vi) Experience details with credentials

vii) Turnover certificate issued by C.A for the last three (3) Financial Years.

The Chief Engineer (Power), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Vidyut Bhawan, Itanagar-791111 reserves the right to disqualify any bidder in spite of the bidders meeting the above Qualifying requirements. The decision of The Chief Engineer (Power) Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Vidyut Bhawan, Itanagar-791111 shall be final & binding on the bidder.

1.4 Bidding and Award Process:-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION shall be ACCEPTABLE. The Chief Engineer (P), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through Pre-bid meeting / Department web portal.
1.4.1 BID SUBMISSION:
The bidders are required to submit the bid in 2 (two) parts and submit in original + one copy to the following address

The Chief Engineer (Power)
Western Electrical Zone
Department of Power
Government of Arunachal Pradesh
Vidyut Bhawan
Itanagar-791111

PART A: TECHNICAL BID comprising of following:

i. EMD of requisite amount as stated in 1.1.1
ii. Non-refundable separate demand draft for Rs 1000/- in case the forms are downloaded from the website
iii. Documentary evidence in support of qualifying criteria
iv. Technical Literature if any.
v. Any other relevant document
vi. Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc
vii. Acceptance to Technical Specifications

The technical bid shall also contain this tender Document with all pages signed & stamped with bidder’s seal as an acceptance to the terms & conditions mentioned in this tender document.

PART B: FINANCIAL BID comprising of

* Prices strictly in the Format (1 original only) enclosed in SECTION V

1.5 TIME SCHEDULE

The bidders should complete the following within the dates specified as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Steps</th>
<th>Comprising of</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-Bid meeting</td>
<td>All Queries related to RFQ</td>
<td>03/02/2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Time: 10.30 AM</td>
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<tr>
<td></td>
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<td></td>
<td>At Office of the Executive</td>
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<tr>
<td></td>
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<td></td>
<td>Engineer (E), Capital Electrical</td>
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<td></td>
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<td>Division, Department of Power,</td>
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<td>Itanagar</td>
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This is a two part bid process. Bidders are to submit the bids in 2(two) parts.

Both these parts should be furnished in separate sealed covers superscribing No. CED/DB-928/2019-20/4034-44, Dtd 16/01/2020, DUE DATE OF SUBMISSION, with particular as PART-A, TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID and these sealed envelopes should again be placed in another sealed envelope which should be superscribed with —“Tender Notice No. CED/DB-928/2019-20/4034-44, Dtd 16/01/2020 & Due date of opening 06/02/2020 at 3.00 PM.” The same shall be submitted before the due date & time specified.

**Part – A:** Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date as mentioned in clause 1.1. After technical evaluation, the list of qualified tenderers will be posted immediately on web portal of the Department of Power, Government of Arunachal Pradesh website.

**PART B:** This envelope will be opened after technical evaluation and only of the qualified bidders.

**Reverse Auction:**
Reverse auction shall be conducted for finalization of contract and the details of the price bid shall not be shared with bidders.

The Techno- commercially qualified bidders will participate in reverse auction through SAP-SRM tool. The reverse auction process shall be governed by the terms and conditions enclosed as Annexure-D in this tender document. Training/details shall be provided to bidders before participation in auction.
In case RA is not conducted/ concluded for any reasons, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders. Notwithstanding anything stated above, the Department of Power reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Department of Power. In this regard the decision of the Department of Power is final.

**BIDS RECEIVED AFTER DUE DATE AND TIME SHALL BE LIABLE TO REJECTION**

1.4.2 Award Decision

a) The Department of Power intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on the Department of Power on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that the Department of Power may deem relevant.

b) The Department of Power reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and the Department of Power reserves the right to award other contractors who are found fit.

d) The Department of Power will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. The Department of Power reserves the right to award order to other bidders in the tender, provided it is required for progress of project & provided the bidders agree to come to the lowest rate.

Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by the Department of Power on this shall be final and bound on the bidders.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.
1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from the Department of Power. This includes all bidding information submitted.

All RFQ documents remain the property of the Department of Power and all bidders are required to return these documents to the Department of Power upon request.

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

1.4.5 Non Disclosure Agreement:
Successful bidders will sign an NDA (Non Disclosure Agreement) as per the format in Annexure – E.

1.5 Contact Information
Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address.

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Technical</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mail ID</td>
<td><a href="mailto:ee-ced@hotmail.com">ee-ced@hotmail.com</a></td>
<td><a href="mailto:ee-ced@hotmail.com">ee-ced@hotmail.com</a></td>
</tr>
<tr>
<td>Address</td>
<td>Executive Engineer (E)</td>
<td>Executive Engineer (E)</td>
</tr>
<tr>
<td></td>
<td>Capital Electrical Division, Itanagar</td>
<td>Capital Electrical Division, Itanagar</td>
</tr>
</tbody>
</table>

SECTION – II: INSTRUCTION TO BIDDERS

1.0 GENERAL

The Chief Engineer (P), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh hereinafter referred to as “The Department of Power” is desirous of awarding work for “Selection of Agencies-Bharat Bills Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh”. The Department of Power has now floated tender for this work as notified earlier in this bid document.
2.0 SCOPE OF WORK

The scope work to “Selection of Agencies-Bharat Bill Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh”. For details refer Section–IV.

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither the Department of Power nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of the Department of Power or its employees, or otherwise a rising in any way from the selection process for the work.

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and the Department of Power will in no case be responsible or liable for those costs.

5 BIDDING DOCUMENTS

5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

- Request for Quotation (RFQ)
- Instructions to Bidders (ITB)
- Terms & conditions
- Scope of work
- Price format

- Section – I
- Section - II
- Section -III
- Section -IV
- Section V
5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the Department of Power may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Department of Power may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Department of Power, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

(a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.

(b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.
9.0 BID FORM

9.01 The Bidder shall submit “Original Bid Form” and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

9.02 EMD

Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Department of Power against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

(a) Demand Draft drawn in favour of Chief Engineer (Power), Western Electrical Zone, Department of Power, Vidyut Bhawan, Itanagar-791111, payable at Itanagar.

(a) BG from a Nationalized/ scheduled bank in favour of the Chief Engineer (P), Western Electrical Zone, Department of Power, Vidyut Bhawan, Itanagar valid for 1 (One) year after completion of Warrantee / Guarantee period.

The bidders who are not technically qualified, EMD shall be refunded after price bid opening. Earnest money given by all the bidders who are techno commercially qualified except the lower bidder shall be refunded within 8 (Eight) weeks after award of the work.

The amount of EMD by the lowest bidder shall be returned on submission of BG as per tender terms.

The EMD may be forfeited in case of:

(a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or

(b) In the case of a successful Bidder, if the Bidder does not
   (i) Accept the Purchase Order, or
   (ii) Furnish the required performance security BG.

(C) Misrepresentation of facts influencing the bidding process.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of work with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labour, etc., requirements of the local/government/public authorities in such matters. Prices quoted by the Bidder shall be “Firm” and not subject to any price adjustment during
the performance of the Contract. **A Bid submitted with an adjustable price/PVC will be treated as non-responsive and rejected.**

11.0 **BID CURRENCIES**

Prices shall be quoted in Indian Rupees Only.

12.0 **PERIOD OF VALIDITY OF BIDS**

12.01 Bids shall remain valid & open for acceptance for a period of **120 days** from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the **Department of Power** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier.

13.0 **ALTERNATIVE BIDS**

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 **FORMAT AND SIGNING OF BID**

14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0), clearly marked "Original Bid", must be received by the **Department of Power** at the date, time and place specified pursuant to Clauses 15.0 and 16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney as the **Department of Power** the Bid.

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. **SUBMISSION OF BIDS**

15.0 **SEALING AND MARKING OF BIDS**

15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the **Department of Power** before the closing time for submission of the Bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — Technical Bid & Commercial.
Terms & Conditions. The price bid shall be inside another sealed envelope with superscribed — "Financial Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with — "Tender Notice No. CED/DB-928/2019-20/4034-44, Dtd 16/01/2020 & Due date of opening on 06/02/2020 at 3.00 PM.

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram/Fax will be rejected. No request from any Bidder to the Department of Power to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Department of Power.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid must be timely received by the Department of Power at the address specified in Section-I.

16.02 The Department of Power may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Department of Power and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture/Consortium is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

Any Bid received by the Department of Power after the deadline for submission of Bids prescribed by the Department of Power, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid’s submission.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Department of Power’s processing of Bids or award decisions may result in the rejection of the Bidder’s Bid.
21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Department of Power may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 The Department of Power will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

22.03 Prior to the detailed evaluation, the Department of Power will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

22.04 Bid determined as not substantially responsive will be rejected by the Department of Power and/or the Department of Power and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

23.03 The Department of Power evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
(a) Work completion schedule
(b) Conformance to Qualifying Criteria
(c) Deviations from Bidding Documents
Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Department of Power will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Department of Power on any matter related to the Bid, it should do so in writing.

24.02 Any effort by a Bidder to influence the Department of Power and/or in the Department of Power's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

25.00 THE COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Department of Power reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Department of Power's action.

26.0 AWARD OF CONTRACT

The Department of Power will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. The Department of Power reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided the bidder agrees to come to the lowest rate.
Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by the Department of Power on this shall be final and bound on the bidders.

“Nil/Zero” Margin or Administrative Service Charges of Bidders will be considered as “Unresponsive”. Abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by the Department of Power on this shall be final and binding on the bidders and will not be open for discussion under any circumstances. Therefore, the bidding firms are advised to quote their Margin / Administrative Service Charges accordingly.

26.01 Though the contract is turnkey in nature, the Department of Power may issue 2(two) separate Purchase/Agreements viz.
   (a) Purchase Order for supply portion.
   (b) Agreement for installation, testing & commissioning.

27.0 THE DEPARTMENT OF POWER’S RIGHT TO VARY QUANTITIES

The Department of Power reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 (Seven) days of issue of the letter of intent /Notification of Award by the Department of Power.

29.0 CORRUPT OR FRADULENT PRACTICES

29.01 The Department of Power requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Department of Power:

   (a) Defines, for the purposes of this provision, the terms set forth below as follows:

   "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

   "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or
the execution of a contract to the determines of the Department of Power, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department of Power of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III: TERMS AND CONDITIONS

1.0 General Instructions:
1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Department of Power will in no case shall be responsible or liable for these costs.
1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/sold to the other party.
1.04 The Department of Power reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Department of Power, the data in support of RFQ requirement is incomplete.
1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Department of Power's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Department of Power.
1.06 The Department of Power reserves the right to split the order among various successful tenderers in any manner he chooses without assigning any reason whatsoever.
1.07 Interpretation:
1.07.1 The descriptive headings of Clauses are inserted solely for convenience of references and not intended as complete or accurate description of content thereof and shall not be used to interpret the provisions of this service contract and,

1.07.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Service Contract to any person or persons or circumstances except as the context otherwise permits.

1.07.3 References to the word "include" or "including" shall be construed without limitation.

1.07.4 The Appendices annexed to this Service Contract form an integral part of this Service Contract and will be of full force and effect as though they were expressly set out in the body of the Service Contract;

1.07.5 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

1.07.6 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract;

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

a) Company shall mean the Department of Power represented by The Chief Engineer (P), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, having its office at O-Point Tinali, Vidyut Bhawan, Itanagar-791111 and shall include its authorized representatives, agents, successors and assigns.

b) Bidder shall mean the firm who quotes against this bid enquiry issued by the Department of Power.

c) Letter of Acceptance shall mean the official notice issued by the Department of Power notifying the bidder that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Department of Power. The “Letter of Acceptance” issued by the Department of Power shall be binding on the bidder. The date of Letter of Acceptance shall be taken as the effective date of the commencement of contract.

d) Month shall mean the calendar month and Day shall mean the calendar day.
e) Codes and Standards shall mean all the applicable codes and standards as indicated in the Specification.

f) Offer Sheet shall mean Bidder’s firm offer submitted to the Department of Power in accordance with the specification.

g) Contract Period shall mean the period during which the Contract shall be executed as agreed between the contractor and the Department of Power in the Contract inclusive of extended contract period for reason beyond the control of the Supplier and/or Purchaser due to force majeure.

h) Acceptance shall mean and deemed to include one or more of the following as will be stipulated in the specification:
   
i) The written acceptance of material by the inspector at contractors works to ship the materials.
   
ii) Acceptance of material at Purchaser site stores after its receipt and due inspection/ testing and release of material acceptance voucher.
   
iii) Where the scope of the contract includes supplying, acceptance shall mean issue of necessary equipment / material takeover receipt after installation & commissioning and final acceptance.

i) Rate: The unit rates for the work as described in the Section –IV (scope of work) shall be as per finalized unit rates through tender. The finalized rates shall be firm for the entire duration of work to be carried out by the Contractor under the Agreement and are not subject to escalation for any reason whatsoever.

j) Contract Specification shall mean the Technical specification of the work as agreed by you and description of work and all such particulars mentioned

k) Engineer in Charge (EIC) shall be the person authorized by the Department of Power or from time to time duly appointed by the Department of Power for the purpose of the contract.

l) Contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded.

n) Contact, shall mean and include the general terms and conditions, technical specifications, drawings, priced bill of quantities, schedule of rates and prices, if any, tender, the Department of Power’s letter of intent, the Agreement and any correspondence letter concerned to the tender when completed.
o) **Site**, shall mean the actual place in over or under which, permanent works or temporary works is to be executed by the contractor.

p) **Contract Price** shall mean the sum named in the letter of acceptance, subject to such additions thereto and/or deductions there from as may be made under the provisions hereinafter contained.

q) **Temporary Works** shall mean all temporary works of every kind required in or about the execution or maintenance of the works.

r) **Permanent Works** shall mean the permanent works to be executed and maintained in accordance with the Contract.

s) **Specifications** shall mean collectively all the terms and stipulations contained in those portions of this bid document known as RFQ, Commercial Terms & Condition, Instructions to Bidders, Technical Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.

t) **Approved**, shall mean approved in writing by the **Department of Power** including subsequent written confirmation of previous verbal approval and “approval” means approval in writing by **Company**, including as aforesaid.

u) **Language and Measurement:**
   The contract issued to the contractor by the **Department of Power** and all correspondence and documents relating to the contract placed on the contractor shall be written in English language.

   Metric System shall be followed for all dimensions, units etc.

v) **Cost:** The word “Cost” shall be deemed to be all inclusive, firm price basis and also including overhead costs and all taxes whether on or off the site.

3.0 **ENGINEER IN-CHARGE:**

The term "Engineer In-Charge" shall mean the **Department of Power's** nominated representative for the purpose of carrying out the work. For this order Engineer-in-charge shall be Head collection or his nominated representative.
4.0 EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under the Department of Power's licensed area under the Agreement and ascertained therefore all site conditions and information pertaining to his work. The Department of Power shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

5.0 LANGUAGE AND MEASUREMENT:

The Agreement issued to the contractor by the Department of Power and all correspondence and documents relating to the Agreement placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

6.0 RESPONSIBILITY OF CONTRACTOR

The Contractor shall be solely liable and responsible for

6.1 Failure to follow any reasonable instructions of the Department of Power of which the Contractor has to notice.

6.2 Carry out any other job, which is not listed above but which falls within the general purview of work, as may be instructed by the Engineer-In-Charge.

6.3 The contractor shall be responsible to supervise the work to ensure uninterrupted Services rendered and for proper co-ordination with the Department of Power. The contractor shall submit a daily report to Officer-in-Charge regarding daily activity undertaken by Contractor and progress made by Contractor.

6.4 Contractor shall submit details of employees engaged in the work. Contractor employees shall not represent them as the Department of Power employee in any manner.

6.6 Pay the taxes or duties payable to the Government or any other local authority in connection with all the work provided for in this contract.

7.0 CONTRACT PRICE

7.1) Rate shall be decided through this tender as per the attached price format

The rate will remain firm and final for the entire duration of work to be carried out by the Contractor, and are not subject to any escalation and variation for any reason whatsoever. Contractor shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out above. In the event that Contractor is at any time in material breach of any provision of this Contract,
then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Contract or under any applicable law, the Department of Power shall have no obligation to make payments to Contractor in respect of the Services until such material breach is cured to the satisfaction of COMPANY in accordance with the provisions of this Contract.

7.2) The prices/rates quoted for each item/work in the BOQ shall be inclusive of all direct and indirect costs, insurances, statutory charges, statutory fees, royalties, taxes on quarried items, duties, only GST shall be shown separately. i.e. incidental charges, cost of complying to other local authorities etc., and any other costs that may be involved in completing the works as required, fulfillment of all obligations under the Contract and to the satisfaction of the Department of Power.

7.3) The rates quoted for each item/work in the BOQ by the Contractor shall remain firm until the successful completion of the Contract as certified by the Engineer In Charge including any extension(s) of time that may have been granted to the contractor under the scope of this Contract and shall not be subject to escalation on any account. The rates quoted for each item/work in the BOQ shall be deemed to include and cover all cost, expenses and liabilities to every description and all risk of every kind to be taken in executing, completing and handing over the work to the satisfaction of the Department of Power.

7.4) The Contractor shall on his own and at his own expense obtain all necessary permits and permissions to execute the job, including required registrations, agent’s etc. to perform its obligation under this Contract and shall indemnify the Department of Power in all related matters.

8.0 VALUE OF THE AGREEMENT:

Value of Agreement will be worked out on the basis of finalized rates

9.0 TAX & DUTIES:

Prices shall be inclusive of all taxes and duties including labour cess (Except GST). However, IT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS).
GST at actual shall be paid extra on submission of GST Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. You shall furnish your GST registration number.

Any statutory variations i.e. increase/decrease in Taxes / Duties introduces by central Govt. / State Govt. shall be reimbursed/recovered to/from Contractor against documentary evidence and proof.

10.0) EFFECTIVE DATE OF CONTRACT & PERIOD:

The date of the issuance of the Letter of Acceptance/Purchase Order shall be treated as the effective date of the commencement of Contract.

11.0 CONTRACT PERFORMANCE BANK GUARANTEE

11.1 CONTRACTOR shall furnish the Contract Performance Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Agreement.

11.2 The Contract Performance Bank Guarantee shall be 10% of the total value of order (as per the revenue collection).

11.3 The Contract Performance Bank Guarantee shall be issued from any nationalized/ scheduled bank as per the Department of Power format.

11.4 The Department of Power shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of the Department of Power shall be final in this regard.

11.5 In the event, in the Department of Power sole judgment, the Contractor has fulfilled all its obligations under this Contract, the Department of Power shall release the Contract performance bank guarantee without interest after completion of Guarantee/Warrantee period, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Department of Power that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Department of Power.

12.0 TERMS OF PAYMENT:

Payment on bills subject to submission of bill in vendor support cell after verification and certification of competent authority of the Department of Power. The Agency shall raise monthly bills month strictly in the format provided by the Department of Power. The Agency shall submit all the enclosures strictly as per the contract and required by the competent authority.

1. The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the contract shall be on account payments only. The final payment will be made on
completion of all works and on fulfillment by the Contractor of all his liabilities under the Contract.

1.1. **Currency of payment:**

All payments under the Contract shall be in Indian Rupees only.

1.2. **Payment Schedule:**

The Contractor shall prepare and submit to the Engineer-in-Charge for approval, a breakup of the Contract Price. The Contract Price break-up shall be interlinked with the agreed details PART network of the Contractor setting forth his starting and completion date for the various key phases of works prepared. Any payment under the Contract shall be made only after the Contractor’s price break up is approved by the Engineer-in-charge of the Department of Power. The aggregate sum of the Contractor’s price break up shall be equal to the lump sum Contract Price. A price break-up over valuing those items of supply, which will be shipped first will not be accepted.

2. **Application for payment:**

2.1.1. The Contractor shall submit application for the payment.

2.1.2. Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the works executed at site and of the equipment shipped/brought on to the site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

3. **Inland Transportation & Insurance:**

Inland transportation (including port handling) and inland insurance charges shall be paid to the Contractor on pro-rata to the value of the equipment received at site and on production of the invoices by the Contractor. However, wherever equipment wise inland transportation charges have been called for the ‘Bid Proposal Sheets’ and have been furnished by the Contractor, the payment of inland transportation charges shall be made after receipt of equipment at site based on the charges thus identified by the Contractor in his proposal and incorporated in the Contract. The aggregate of all such pro-rata payments shall however not exceeds the total amount quoted by the Bidder in his Bid and incorporated in the Contract.
13.00 EVENTS OF DEFAULT

13.01 EVENTS OF DEFAULTS:

The Department of Power may, without prejudice to any of its other rights or remedies under the Agreement or in law, terminate the whole or any part of this Agreement by giving written notice to the Contractor, if in the opinion of the Department of Power, contractor has neglected to proceed with the works with due diligence or commits a breach of any of the provisions of this Agreement including but not limited to any of the following cases:

a) Fails to complete execution of work within the terms specified in this Agreement.

b) Fails to complete works in accordance with the approved schedule of works.

c) Fails to meet requirements of specifications, drawings, and designs as approved by the Department of Power.

d) Fails to comply with any reasonable instructions or orders issued by the Department of Power in connection with the works.

e) Fails to comply with any of the terms or conditions of this Agreement.

f) Fails or refusing to pay any amounts due under the Contract.

g) Becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Supplier's creditors file any petition relating to bankruptcy of Supplier.

h) Fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Supplier of notice of such failure from the Department of Power.
13.02 CONSEQUENCES OF DEFAULT

(a) If an Event of Default shall occur and be continuing, the Department of Power may forthwith terminate the Contract by written notice.

(b) In the event of an Event of Default, the Department of Power may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

(i) Present for to the relevant bank the Performance Bond;

(ii) Purchase the same or similar Commodities from any third party; and/or

(iii) Recover any losses and/or additional expenses the Department of Power may incur as a result of contractor's default.

In the event the Department of Power terminates this Agreement, in whole or in part, on the occurrence of any event of default, the Department of Power reserves the right to engage any other subcontractor or agency to complete the work or any part thereof, and in addition to any other right the Department of Power may have under this Agreement or in law including without limitation the right to penalize for delay under this Agreement, the contractor shall be liable to the Department of Power for any additional costs that may be incurred by the Department of Power for the execution of the Work.

14.00 HUMAN RESOURCE ISSUES:

i. The contractor would execute these works through their own resources.

ii. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during period. Also the contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

III. ID CARD: No contractor will issue any ID cards to their staff on their own. All ID Cards for the workforce will be issued by the Department of Power Security ID Card Cell only.

Contractors should maintain the records of Identity Cards of their employees and whenever any employee quits / is removed then his/her Identity card should be collected & submitted to the Department of Power Security ID Card Cell.

Penalty will be imposed on the vendor in case of violation of the above rule. Contractors shall submit the detail list of the employees that they are going to be hire to the Department of Power Security before start of the contract.
iv. The contractor to deploy their manpower immediately for carrying out the work as specified above.

v. The contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the execution of the contract. At no point of time during the execution of contract, the contractor's employees shall insist upon the Department of Power for employment, wages, and allowances or any other related matter, payment etc.

vi. The contractor shall not deploy the manpower below the age of 18 years.

vii. The contractor shall not deploy the female manpower between 7 pm to 6 am.

viii. The contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Department of Power indemnified against all losses, damages and claims arising thereof. The contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

ix. All safety wears required for the contractor's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, dust mask, goggles etc. must be provided by the contractor at his own cost and he shall ensure that his employees regularly use such safety gears while executing Department of Power's work.

x. The contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Department of Power at site. The Department of Power shall be at liberty to object to the presence of any representative or employees of the contractor at the site, if in the opinion of the Department of Power such manpower has done any act of misconduct or negligence or otherwise undesirable, then the contractor shall remove such a person objected to and provide a competent replacement immediately.

xi. The contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
   - has paid minimum wages to his manpower as per their agreed terms and conditions during the engagement.
   - deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.
   - Contractor shall disburse the salary of his staff through ECS only.

xii. The contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the Engineer in charge immediately in writing.
xiii. The **Department of Power** reserves the right to demand the contractor’s services on holidays as well as beyond the normal working hours.

xiv. The contractor will ensure that none of their person is engaged in any unlawful activities subversive of the **Department of Power’s** interest failing which suitable action may be taken against the contractor as per the terms and condition of this Agreement.

xv. The contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

xvi. The contractor’s employees shall not be treated as the **Department of Power’s** employees / persons for any purpose whatsoever & facilities/ benefits applicable to the **Department of Power’s** employees shall not be applicable to contractor’s employees. If due to any reasons whatsoever the **Department of Power** is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xvii. The contractor shall be responsible and shall comply with the provision of all the **STATUTORY ACTS APPLICABLE**. Special attention of the contractor is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

a) **The Child Labour (Prohibition and Regulation) Act, 1986.**

b) **The Contract Labour (Regulation and Abolition) Act, 1970.**

c) **The Employee’s Pension Scheme, 1995.**

d) **The Employee’s Provident Funds and miscellaneous provisions Act, 1952.**

e) **The Employees State Insurance Act, 1948.**

f) **The Equal Remuneration Act 1976.**

g) **The Industrial Disputes Act, 1947.**

h) **The Maternity Benefit Act 1961**

i) **The Minimum Wages Act, 1948**

j) **The Payment of Bonus Act, 1965.**

k) **The Payment of Gratuity Act, 1972.**

l) **The payment of Wages Act, 1936.**

m) **The Delhi Shops & Establishment Act, 1954.**

n) **The Workmen’s Compensation Act. 1923.**

o) **The Employer’s Liability Act, 1938.**
15.0 STATUTORY OBLIGATIONS:

15.1 The Contractor shall take all steps, necessary to comply with the various applicable laws/rules/regulations/notifications, including, but not limited to, the provisions of Contract Labour (Regulation and Abolition Act), 1970 as amended, Minimum wages Act, 1984, Workman Compensation Act, 1923, Employee State Insurance Act, 1948 (‘ESI’), Public Provident Fund Act, 1968, Payment of Bonus Act, 1985, Copyright Act, 1957, Patents Act, 1970, Trade Marks Act, 1999 and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour in relation to the Contractor’s employee/labourer/workmen deployed to perform the Services under this Agreement.

15.2 The Contractor shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code number and ESI of its employees.

16.00 WORKMEN COMPENSATION:

The Contractor shall take an insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to the Department of Power for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involved other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

The CONTRACTOR shall keep the Department of Power indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the Department of Power in connection therewith and without prejudice to make any recovery.

The Department of Power shall be entitled to deduct from any money due to or to become due to the CONTRACTOR, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the CONTRACTOR shall abide by the decision of the Department of Power as to the sum payable by the CONTRACTOR under the provisions of this clause.
17.00 THIRD PARTY INSURANCE:
The Contractor shall, prior to commencement of the jobs under this Agreement, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside agency/Department of Power engaged or not engaged for the performance of the Services and arising out of the execution of the work or temporary work or in carrying out of jobs under this Agreement.

18.00 STAFF AND WORKMAN
(I) It shall be responsibility of contractor, if applicable:
   (a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. Necessary Forms for obtaining Labour License would be issued by the Department of Power. However you will bear all expenses for obtaining Labour license and registration in PF Department for your scope of work. You will deposit PF of your staff/laborer each month and all related documents should be furnished to us.

   b) To obtain workman insurance cover against deployment of workers etc.

(II) To maintain, proper records relating to workmen employed, in the form of various Registers namely,
   a) Register of workmen.
   b) Register of muster roll.
   c) Register of overtime.
   d) Register of wages.
   e) Any other register as per latest amendment Labour Act.

   The records shall be in the prescribed formats only.

(III) To disburse monthly wages to your workers/supervisors in time and in the presence of the Department of Power representatives or as directed by the Labour authorities.

(IV) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.

(V) To pay your workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The contractor shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under. In case of non-compliance of the statutory requirements. The Department of Power would take necessary action at the risk and cost of the Contractor.
(VI) To employ required number of skilled/semi-skilled and unskilled workmen as per site requirement to complete the entire project as per schedule. To provide safety shoes, safety helmets, safety belts, gloves etc. to your worker/staff as per requirement during erection work.

(VII) To employ necessary engineering and supervisory staff for completion of the Project in time. While day to day management of the site and supervision of the works shall be the responsibility of your Engineer-in-Charge, he will report to the Engineer in charge to assist him to discharge the overall responsibility of the execution of the project. In case of sub-contract (only after written approval of Department of Power), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site. The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of proper damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.
20.00 ENVIRONMENTAL, HEALTH & SAFETY PLAN:
Contractor will make ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Department of Power. Contractors must comply with these requirements:

i. Comply with all of the elements of the EHS Plan and any regulations applicable to the work
ii. Comply with the procedures provided in the interests of Environment, Health and Safety
iii. Ensure that all of their employees designated to work are properly trained and competent
iv. Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer’s or suppliers’ instructions
v. Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
vi. Provide details of any hazardous substances to be brought onsite
vii. Ensure that a responsible person accompanies any of their visitors to site

All contractors' staff is accountable for the following:
1. Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed
2. Keep tools in good condition
3. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment
4. Develop a concern for safety for themselves and for others
5. Prohibit horseplay
6. Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

21.0 REPRESENTATION, WARRANTIES AND GUARANTEES:
The contractor hereby represents warrantee and guarantees that:

i) It is legally recognized entity under the laws of India.
ii) The contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;

iii) It has studied the technical feasibility, site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Department of Power the services as contemplated in this contract;

iv) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;

v) It shall procure vehicles and manpower suitable for the purposes of this contract to render services as contemplated in this contract;

vi) The services would be conducted a safe and efficient manner at the site and at all times in compliance with Good Industry Practices and requirements of the Department of Power;

vii) It shall duly pay the duties, taxes and levies as are set out in this contract, which are to be paid by the contractor;

There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this contract or on the validity or enforceability of this contract.

22.00 INDEMNITY:

Notwithstanding contrary to anything contained in this RFQ, Supplier shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Supplier engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Supplier engaged by the Purchaser whatsoever arising out of the negligence of the Supplier while performing the obligations under this contract.

Contractor shall indemnify and save harmless the Department of Power against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

22.1) any breach, non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract.
22.2) any act or omission by contractor or its employees or agents.
22.3) any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by the Department of Power or any other third party at site including adjoining neighbors.
22.4) Contractor shall at all times indemnify the Department of Power against all liabilities to other persons, including employees or agents of the Department of Power or other contractors for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.

23.0 ASSIGNMENT
This Agreement shall not be assigned either fully or in part by the Contractor to any third party without the consent, in writing, of the Department of Power and upon such terms as are mutually agreed by both the parties hereto. The Department of Power may, in whole or in part, assign this Agreement to its affiliates, without the prior written consent of the Contractor. In the event this Agreement is assigned under the terms of this Clause, the assignees of the respective parties shall be bound by the terms and conditions of this Agreement and shall, if deemed necessary by the parties at the time of such assignment, undertake in writing to be so bound by this Agreement.

24.0 SUB-CONTRACTING / SUBLETTING:
CONTRACTOR shall not assign or transfer the whole or any part of this Agreement or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works without the prior written consent of the Department of Power.

In the event the contractor assigns this Agreement, contractor's assignees shall be bound by the terms and conditions of this Agreement and shall, if deemed necessary by the Department of Power at the time of such assignment, undertake in writing to be so bound by this Agreement.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Agreement, specification, approved drawings and data sheets.
25.0 AWARD / SUBLETTING OF CONTRACT:

The Contractor will not be permitted to sublet his job in whole or Part without the prior written permission of the Department of Power. The Contractor shall submit to the Department of Power a list of Sub-Contractor, suppliers (not less than three names) for the approval of the Department of Power. The Department of Power may approve all or any of the names or reject all names, which in his opinion do not meet the prerequisite qualifications. The Contractor shall re-submit a fresh list of names for approval. Further in the event that none of the names submitted by the contractor are acceptable to the Department of Power, the Department of Power may suggest names to the Contractor and it shall be binding upon the Contractor to accept the names suggested.

26.00 RECOVERIES:

In the event of any money becoming recoverable under this Agreement, from and payable by the Contractor to the Department of Power, the Department of Power shall be entitled to recover such sum by deducting in part or in whole from any sum payable or thereafter may become payable to the Contractor under this or any other Agreement. In the event that the amount deducted by the COMPANY are not sufficient to cover the full amount recoverable the Contractor shall, on demand, make payment of such remaining amount to the Department of Power. The reason for any such deduction shall be informed to the contractor by Department of Power immediately.

27.00 WAIVER

Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

28.00 DOCUMENTATION:

The Bidder’s shall procure all equipment from the Department of Power approved sources as per attached specifications. The Bidder’s shall submit 5 copies of Material/Type Test Certificates, O&M Manuals, and Approved & As-built drawings. The Bidder’s shall ensure for the strict compliance to the specifications and Field Quality Procedures issued by the Department of Power Engineer in-charge.

29.00 MOBILISATION:

The Contractor shall have to mobilize their Plants & Equipments, Tools & Tackles, Work Labour Force, project team including Engineering Staff and materials required for execution of work within 7(Seven) days of receipt of LOI or Agreement whichever is earlier.
30.00 INDEPENDENT CONTRACTOR

Nothing in the Agreement shall be deemed to constitute either party (the Department of Power or Contractor) a partner, agent or legal representative of the other party, or to create any fiduciary relationship between the parties. The Contractor is and shall remain an independent contractor in the performance of its obligations hereunder, maintaining complete control of its employees, agents, sub-Contractors and operations required for performance of the obligations under the Agreement.

31.00 GOVERNING LAWS AND JURISDICTION:

This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Itanagar under Capital Magistrate, Itanagar, Arunachal Pradesh shall have the exclusive jurisdiction in all matters arising under this Agreement.

32.00 RELEASE OF INFORMATION AND CONFIDENTIALITY:

The Contractor shall not communicate or use in advertising, publicity, sales release or in any medium photograph or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from the Department of Power. The Contractor shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Department of Power. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Department of Power’s exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawings, records and other documents shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

This technical information, drawing and other related documents shall be returned to the Department of Power with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the execution of this order, if any, immediately after they have been used for agreed purpose.

In the event of any breach of these provisions, the contractor shall indemnify the Department of Power against any loss, cost or damage or claim by any party in respect of such breach.
33.00 ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Agreement. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party. The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of Itanagar, Arunachal Pradesh only.

34.00 FORCE MAJEURE:

a) General:

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected parties ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1
b) Specific Events of Force Majeure:

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:
Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and
Explosions or fires
Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

c) Notice of Events of Force Majeure

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event
Use all reasonable efforts to resume full performance of the obligation as soon as practicable
Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
Provide prompt notice of the resumption of full performance or obligation to the other party.
d) **Mitigation of events of force majeure:** The Contractor shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the **Department of Power** informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

e) **Burden of proof:**

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

f) **Terminations for certain events of force majeure:**

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the **Department of Power** and neither Party shall be liable to the other for any consequences arising on account of such termination.
35.00 RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Engineer’s In-charge within the scheduled period and even after the extended period, the contract shall got cancel and the Department of Power reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

36.00 SECRECY CLAUSE:

36.1 The technical information, drawing and other related documents forming part of this Agreement and the information obtained during the course of investigation under this Agreement shall be the Department of Power’s exclusive property and shall not be used for any other purpose except for the execution of this Agreement. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this Agreement.

36.2 These technical information, drawing and other related documents shall be returned to the Department of Power with all approved copies and duplicates including drawing/plans as are prepared by the Contractor during the executions of this Agreement, if any, immediately after they have been used for agreed and approved purpose.

36.3 In the event of any breach of this provision, the Contractor shall indemnify the Department of Power against any loss, cost or damage or claim by any party in respect of such breach.

36.4 The provisions of this Clause shall remain effective for a period of five (5) years from the expiry or termination of this Agreement.

36.5 The Contractor shall not use the name of the Department of Power in any manner either for credit arrangement or otherwise and it is agreed that the Department of Power shall not in any way be responsible for the debts, liabilities or obligations of the Contractor and/or his employees.

37.00 NOTICE:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served:

(i) if delivered by hand and received by an authorized employee or officer of the Party,
(ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery,
(iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
(v) when sent by electronic mail. All notices and other communication shall be addressed as follows:
A Party may change its address and/or addressee for notification purposes at any time during the
term hereof by giving the other Party written notice in accordance with the terms hereof and the
date on which such change will become effective.

38. 00 ENTIRE AGREEMENT:

This Agreement including all Schedules attached hereto contains the complete understanding between the
Department of Power and the CONTRACTOR with respect to the matters contained herein and
supersedes all other agreements, whether written or oral with respect to the matters contained herein.

39.00 AMENDMENT:

Any modification, amendment or other change to this Agreement shall be affected only by a written
instrument signed by the authorized representatives of both the Department of Power and the
CONTRACTOR.

40.00 NON-EXCLUSIVITY

The award of this order to the Contractor shall not preclude the Department of Power from awarding the
same order for similar work at the same rates, or on any terms and conditions to other party or parties. The
Department of Power at its discretion can place the order on any other party.

41.00 VENDOR CODE OF CONDUCT

Contractor confirms to have gone through the Policy of the Department of Power on legal and ethical
code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the
official website of the Department of Power (www.arunachalpower.com) also, which shall be treated as
a part of the Agreement.

Contractor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any
violation of the Vendor Code of Conduct shall be treated as breach of the Agreement. In event of any such
breach, irrespective of whether it causes any loss/damage, the Department of Power shall have the right
to recover loss/damage from Contractor.

The Contractor hereby indemnifies and agrees to keep indemnified the Department of Power against any
claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor or its officers,
agents & representatives etc.
42. TERMINATION OF CONTRACT:

If in case the Contractor;

a) becomes bankrupt or insolvent, has a receiving order issued against it compounds with its creditors, or if the Contractor is a corporation a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) a receiver is appointed over any part of its undertaking or assets or if the Contractor takes or suffers any other analogous action in consequence of debt.

b) Assigns or transfers the Contract or any right or interest therein in violation of the provision of given work to sub-contractor.

c) In the judgment of the Department of Power, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-clause

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or the execution of a Contract detriment to Department of Power and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

d) Has abandoned or repudiated the Contract

e) Has without valid reason failed to commence work on the Facilities promptly or has suspended days after receiving a written instruction from the Department of Power to proceed.

f) Persistently fails to execute the contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.

g) Refuses or unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished and at rate of progress that give reasonable assurance to the Department of Power that the Contractor can attain completion of the Facilities by the time for completion.
The **Department of Power** may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice the **Department of Power** may terminate the Contract forthwith by giving a notice of termination to the Contractor.

In case, Contractor fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at contractors’ risk and cost, the same shall be recovered from the amount payable to the Contractor.

In case the Contractor fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the **Department of Power** reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case, the **Department of Power** shall have the right to forfeit the entire / part amount of EMD / Security Deposit.

**Termination for owner's convenience**: The owner at any time terminate the contract for any reason, by giving the contractor a notice of termination. Upon receipt of the notice of termination, the contractor shall either within 14 days of receipt of such notice, or on the date specified in the notice of termination, carry out the following: Cease all further work, except for such work as the owner may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition.

- Terminate all subcontracts, except as mentioned below.
- Remove all Contractor’s equipment from the site, repatriate the contractor’s and its sub-contractor’s personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.
- Deliver to the owner the parts of the facilities executed by the contractor up to date of termination.
- To the extent legally possible, assign to the owner all right, title and benefit of the contractor to the facilities and to the plant and equipment as at the date of termination, and as may be required by the owner, in any subcontracts concluded between the contractor and its sub-contractors.
- Deliver to the owner all non-proprietary drawings, specifications and other documents prepared by the contractor or its sub-contractors as at date of termination in connection with the facilities.
In the event of termination of the contract by the owner, under this clause, the owner shall pay to the contractor the following amounts after setting off the owner’s claim if any under the contract:

a) The contract price, properly attributable to the parts of the facilities executed by the contractor as of the date of termination.

b) The costs reasonably incurred by the contractor in the removal of the contractor’s equipment from the site and in the repatriation of the contractor’s and its sub contractors personnel.

c) Pre-approved and reasonable cost of satisfying all other obligations, commitments and claims that the contractor may in good faith have undertaken with third parties in connection with the contract and that are not covered above.

43.00 ACCEPTANCE:

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing. Complete scope of work and the Contractors and the Department of Power contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.
1. Introduction
The Company provides electricity distribution services in Arunachal Pradesh. The Department of Power serves customers across Arunachal Pradesh. The Department of Power is continuously promoting digital transaction and to enhance the digital transactions by facilitating on boarding on BBPS (Bharat Bill Payment System) for all electricity consumers. The facilities of Online recharging for all Pre-paid consumers shall also be integrated in the BBPS by the selected BBPOUs for the convenience of the Pre-paid consumers.

2. Project of BBPS
The Bharat bill payment system is a Reserve Bank of India (RBI) conceptualized system driven by National Payment Corporation of India (NPCI). It is a one-stop ecosystem for payment of all bills providing an interoperable and accessible “Anytime Anywhere” bill payment service to all customers across India with certainty, reliability and safety of transactions.

Bharat Bill Pay - The One Stop destination for Bill Payment Bharat Bill Pay has multiple modes of payment and provides instant confirmation of payment via an SMS or receipt. It offers myriad bill collection categories like electricity, telecom, DTH, gas, water bills etc. through a single window.

In future biller categories may be expanded to include insurance premium, mutual funds, school fees, institution fees, credit cards, local taxes invoice payments, etc. An effective mechanism for handling consumer complaints has also been put in place to support consumer regarding any bill related problems in Bharat BillPay.

Different Payment Channels - Bharat Bill Pay transaction can be initiated through multiple payment channels like Internet Banking, Mobile-Banking, POS (Point of Sale terminal), Mobile Wallets, MPOS (Mobile Point of Sale terminal), Kiosk, ATM, Bank Branch, Agents and Business Correspondents, by just looking at the Bharat Bill Pay logo.

Different Payment Modes - Bharat Bill Pay facilitates myriad payment modes enabling bill payments. The payment modes options facilitated under the ecosystem are cards (Credit, Debit and Prepaid), NEFT Internet Banking, UPI, Wallets, Aadhar based Payments and Cash.

3. Scope of Project
The overall scope of work of the BBPOUs is to act as an aggregator and provide end to end full range of service to the Department of Power including Online recharge facilities for existing Pre-paid consumers and as per laid down guideline and norms in such cases as established by NPCI and RBI.
BBPOU is expected to fulfill the following key indicative activities for the Department of Power:

I. On-boarding of Company on following BBPS platforms key indicative as per guidelines laid out Department of Power: by NPCI.

II. Multilingual language support.

III. Transaction handling – BBPOU is expected to enable all feature and functionality of BBPS and not limited to; biller search. Bill presentment, bill payments, transaction history etc.

IV. Settlement – The bidder (BBPOU) shall comply with all settlement related guidelines as laid out by NPCI.
V. **Support** – Bidder shall provide 24*7 supports for resolution of any technical and non-technical issue.

VI. **Grievance and dispute management**-Bidder should enable an appropriate grievance redressal mechanism SLAs for grievance management as mandated by NPCI

VII. Complete the necessary integration with the **Department of Power** and ensure communication with aggregator / BBPOU over secured channel.

VIII. Credit the **Department of Power** account on the day of payment transaction receipt and as per applicable settlement cycle.

IX. Provide support and ensure adequate coordination for completion of all the technical and non-technical pre-requisite / formalities for on-boarding of the **Department of Power** on BBPS

X. Bidders may also mention the settlement time in the proposal.

XI. The **Department of Power** will not bear cost of setup, integration or O&M.

XII. BBPOUs are expected to offer these services as part of their agreement.

XIII. The selected BBPOUs must onboard all electricity consumers of the **Department of Power**, Government of Arunachal Pradesh.

XIV. The selected BBPOUs shall also integrate the existing Pre-paid Energy Metering System in the BBPS and shall provide the gateway for Online recharging facilities to all the existing Pre-paid electricity consumers of the **Department of Power**.

5. **Conditions of Project**

i. The selected bidders should include our 100% transactions under NPCI Settlement guaranteed provision and able to route overall transactions through BBPS Central Unit System (BBPCU).

ii. The total payments (without any deductions) towards Electricity bills collected have to be deposited at the designated Bank branch on a daily basis i.e. it must be deposited T+1 day.

iii. Centralized MIS in the agreed format must be sent to the **Department of Power** on daily basis for the full fund collected (without any deductions) i.e. MIS to be provided by T+1 days. Bidder should be in position to migrate to online mode for obtaining bill data & updating payment on real time basis.

iv. Chargeback cases should be sent for addressable on a daily basis. No direct debit is permissible.

v. Provider shall produce invoice for settlement / payment on month-wise basis.

vi. Invoice for the commission / charge / settlement shall be raised by the vendor on monthly basis. No deduction is to be made from the amount collected from the customer towards any commission / charge / settlement. Amount received from the customers shall be deposited on gross basis. The TDS will be deducted from bill as per tax provisions.
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>RATE W/O GST (Rs)</th>
<th>GST@---% (Rs)</th>
<th>RATE WITH GST (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transaction charges for BBPS</td>
<td>Per transaction</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE-A

BID FORM

To

The Chief Engineer (Power)
Western Electrical Zone
Department of Power
Government of Arunachal Pradesh
Itanagar-791111

Sir,

1. We understand that Department of Power is desirous of carrying out “Selection of Agencies-Bharat Bill Payment Operating Unit (BBPOUs) “for Online Payment and Collection of Electricity Bills for the Department of Power, Government of Arunachal Pradesh” in its licensed distribution network area in Arunachal Pradesh.

2. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the tender document from the date of award of Agreement/letter of intent.

3. If our Bid is accepted, we will furnish a performance bank guarantee as mentioned in the RFQ for due performance of the Contract in accordance with the Terms and Conditions.

4. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest, or any bid you may receive.

There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this........................................day........of.................................................................2020

Signature.................................................................in..................the..................capacity...............of
..................................................................................................................duly authorized to sign for
and on behalf of (IN BLOCK / CAPITALS).................................................................

NIT: No. CED/DB-928/2019-20/4034-44 Page 49 of 62 Bidders seal & signature
ANNEXURE-B

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE (TO BE ISSUED ON RS 100/- STAMP PAPER) Bank Guarantee No.

Place:
Date:
To
The Chief Engineer (P)
Western Electrical Zone,
Department of Power
Itanagar

Whereas the Department of Power (hereinafter referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s……………….……….. with its Registered/Head Office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. dated (the Contract);

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. We………………..(Name of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to % of the Contract Value as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the part of the Supplier in performing and observing any and all the terms and conditions of the Contract or breach on the part if the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein
contained shall continue to be enforceable during the period that would be taken for satisfactory 
performance and fulfillment in all respects of the Contract or in the event of any dispute between the 
Purchaser and Supplier until the dispute is settled (provided that the claim/demand under this 
guarantee is lodged/referred during the currency of this guarantee) or till the Purchaser discharges 
this guarantee whichever is earlier.

4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under 
this guarantee from time to time to extend the time for performance of the Contract by the Supplier. 
The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this 
guarantee, to postpone from time to time the exercise of any powers vested in them or of any right 
which they might have against the Supplier, and to exercise the same at any time in any manner, and 
either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. or any 
other course or remedy or security available to the Purchaser. The Bank shall not be released of its 
obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the 
matters aforesaid or any of them or by reason of any other act or forbearance or other acts of 
omission or commission on the part of the Purchaser or any other indulgence shown by the 
Purchaser of by any other matter or thing whatsoever which under law would, but for this provision, 
have the effect of relieving the Bank.

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

6. Notwithstanding anything contained hereinafore the liability of the Bank under this guarantee is 
restricted to a sum equivalent to ....% o the Contract Value i.e. Rs. (Rupees ) and it 
shall remain in force upto and including .Unless a demand to enforce a claim under this guarantee is 
made against the Bank within 3months from the the above date of expiry i.e. up to all the rights of the 
Purchaser under the said guarantee shall be forfeited and the Bank shall be released and discharged 
from all liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this Witness day of 2020 at

1. For Bank

2. Signature Name

Power of Attorney No:

Banker's Seal

NIT: No. CED/DB-928/2019-20/4034-44
ANNEXURE-C

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the “Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereafter called the “Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the “Bank”), are bound unto Chief Engineer (P), Western Electrical Zone, Department of Power, Itanagar, within its Corporate Office at O-Point, Vidyut Bhawan, Itanagar - 791111 (herein after called — the “Purchaser”) in the sum of Rs……………………… (Rupees………………………………………………………. only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this_____ day of________ 2020____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
   
   (a) Fails or refuses to execute the Contract Form, if required; or
   
   (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders/ Terms and Conditions;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the Purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s).

This guarantee will remain valid for 6(six) months after last date of receipt of tenders, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness

NIT: No. CED/DB-928/2019-20/4034-44
TERMS & CONDITIONS FOR REVERSE AUCTION

In a bid to make our entire procurement process more fair and transparent, the Department of Power intends to use the reverse auctions through SAP-SRM tool as an integral part of the entire tendering process. All the bidders who are found as techno-Commercially qualified based on the tender requirements shall be eligible to participate in the reverse auction event. Reverse auction shall be governed by following terms and conditions:

1) The Department of Power shall provide the user id and password to the authorized representative of the bidder. (Duly signed Authorization Letter in lieu of the same shall be submitted along with the bid).

2) The Department of Power will make every effort to make the bid process transparent. However, the award decision by the Department of Power would be final and binding on the bidder.

3) The bidder agrees to non-disclosure of trade information regarding the purchase, identity of the Department of Power bid process, bid technology, bid documentation and bid details.

4) The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.

5) Bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs; power failure or any other reason shall not be responsibility of the Department of Power.

6) In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder’s final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by the Department of Power.

7) The bidder shall be prepared with competitive price quotes on the day of the bidding event.

8) The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at the Department of Power’s site/store.

9) The prices submitted by a bidder during the auction event shall be binding on the bidder No requests for time extension of the auction event shall be considered by Department of Power.
10) The bidder shall submit a detailed price breakup sheet of the final prices in the format as required by the Department of Power, Government of Arunachal Pradesh.

11) Within two days of completion of the auction. In the detailed price breakup; in case, the bid for any line item is more than that submitted in the initial bid (received as a part of tender), the item rate as mentioned in the initial price bid shall be binding on the bidder.

12) In case RA is not conducted/concluded for any reason, a "final no regret" financial bid in a sealed envelope will be called for from all qualified bidders.
ANNEXURE-E

(To be on a non-judicial stamp paper of Rs.100/-)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement"), dated this ............... day of ........2020 ("Effective Date"), is made by and between:

The Chief Engineer (P), Western Electrical Zone, Department of Power, Government of Arunachal Pradesh, Itanagar incorporated under the Companies Act, and having its registered office at O-Point Tinali, Vidyut Bhawan, Itanagar-791111 (hereinafter referred to as the Department of Power)

and

M/s .......................................a Company incorporated under the Companies Act, having its registered office at _______________________________ (herein after referred as “VENDOR”); the Department of Power and VENDOR will collectively be referred to as “Parties” and individually as “Party” and shall, wherever the context admits, mean and include their respective successors-in-interest and permitted assigns.

WHEREAS, during the course of discussions among the Parties relating to award of Agreement to vendor for door to door survey of consumers, the vendor may be disclosed to the information including the data of consumers, it may consider proprietary and confidential.

The Department of Power disclosing the information shall be referred to as “Disclosing Party” and the VENDOR receiving the information shall be referred to as the :“Recipient/Receiving Party”.

NIT: No. CED/DB-928/2019-20/4034-44
NOW IN CONSIDERATION OF THE PREMISES, AND MUTUAL AGREEMENTS CONTAINED HEREIN, DISCLOSING PARTY AND RECIPIENT PARTY AGREE AS FOLLOWS:

1. “Confidential Information” shall mean all information of the Disclosing Party/the Department of Power including any commercial, financial, technical or other information relating to the past, present and future research, development, business activities, products, and services of the Disclosing Party, which is disclosed to the Recipient in connection with the Business Purpose (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media) and which is marked or otherwise designated as confidential or proprietary or is reasonably understood to be of confidential or proprietary nature. This will include all information/data collected from the consumers of the Department of Power. Any discussions, whether formal or informal, between the Parties in respect of the subject matter hereof are embodied in the definition of the Confidential Information. Oral disclosures of the Information may be reduced to writing by the Disclosing Party and designated as confidential to the Receiving Party within thirty (30) days of it being disclosed.

2. The Vendor undertakes the following in respect of Confidential Information for which it is the Recipient:

(a) To treat Confidential Information of the Department of Power and its consumers as confidential, using the same degree of care as it uses for its own confidential information of like kind, but no event less than reasonable care;

(b) Not without the Department of Power prior written consent, to communicate or disclose any Confidential Information to any person except:

(i) only to those employees of the Recipient’s organization, on a reasonable need to know basis, who are concerned with the Business Purpose;

(ii) where the Recipient is ordered by a court of competent jurisdiction to do so, or there is a statutory obligation to do so, except that the Recipient shall promptly inform the Disclosing Party in writing before any disclosure and shall provide the Disclosing Party reasonable assistance so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement before any disclosure under such order or obligation is made; and
(c) to ensure that all Parties mentioned in paragraph (b) above are made aware, prior to the disclosure of such Confidential Information, of the confidential nature thereof and agree to hold such Confidential Information in strict confidence in accordance with the terms of this Agreement and to use its reasonable endeavours to ensure that such Parties comply with their obligations.

(d) not to use or circulate such Confidential Information within its own organization except solely to the extent necessary for the Business Purpose or any other purpose the Department of Power may hereafter expressly authorize in writing;

(e) to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, disclosure, use and misappropriation and to notify the Disclosing Party of any unauthorized use of disclosure; and

(f) not to copy or reproduce the Confidential Information of the Department of Power or its consumers, without the Department of Power prior written consent.

(g) ensure that, except for the purposes of this agreement, all copies of Information shall only be reproduced after the Department of Power prior written consent, may bear the original legend, marking, stamp or other positive written identification on the face thereof indicating that the Information therein is proprietary information of the Disclosing Party.

3. The above restrictions shall not apply to information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) that: (a) is or has becomes publicly known or part of the public domain through no fault of the Recipient; (b) is lawfully received from a third Party without any restriction and without any obligation of confidentiality; (c) is already known to the Recipient with no obligation of confidentiality to the Disclosing Party; (d) is independently developed by Recipient without use of or reference to the Confidential Information; or (e) is approved for release by written authorization of Disclosing Party.
4. Confidential Information shall be deemed the property of the Disclosing Party. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the Vendor any rights by the Department of Power or otherwise, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information. All confidential information is provided "as is" the Department of Power does not make any warranties, express, implied or otherwise, including without limitation warranties regarding non-infringement, trademark, copyright, patent or any other intellectual property right or accuracy, completeness or performance.

5. The Parties agree that the provision of Confidential Information hereunder and any discussions held in connection with the Business Purpose shall not prevent the Department of Power from pursuing similar or other discussions with third Parties. Nothing herein shall obligate or otherwise commit the Department of Power to purchase any product or service from Vendor. It is agreed by Vendor that it shall not be claiming any right over the said confidential information/data. It is agreed by Vendor that in case of preparation of reports/charts/PPTs containing the data under the ownership the Department of Power shall be having ownership rights over the said reports/charts/PPTs.

6. Within ninety (90) days after the completion or termination of the Business Purpose, Agreement or request of COMPANY, VENDOR shall promptly deliver to the Department of Power all Confidential Information and after confirmation as to receipt from COMPANY further intimation to the Department of Power, all copies thereof and destroy or erase any Confidential Information contained in any materials and documentation, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, prepared by or on behalf of the Recipient.
7. Vendor shall not make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of the Department of Power in any public announcements, promotional, marketing, sales materials or efforts or otherwise without the prior written consent of the Department of Power.

8. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration according to the provisions of Arbitration & Conciliation Act, 2016 and/or any statutory modifications thereof by an arbitral tribunal consisting of Sole Arbitrator jointly appointed by parties and in case of parties failing to agree the appointment of sole arbitrator, the sole arbitrator shall be appointed in terms of the provisions of Arbitration & Conciliation Act. The seat of arbitration shall be at Itanagar. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English.

9. Nothing in this Agreement is intended to confer any benefit on any third Party or any right to enforce any term of this Agreement. This Agreement shall come into force upon execution by the Parties and shall remain valid till the continuance of Agreement. The rights and obligations of the Parties which have accrued prior to termination shall, however, survive the termination of this Agreement for a period of One (1) years. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

10. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
11. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.

12. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior or contemporaneous agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof.

13. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.

14. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the Parties shall be deemed original solely for such purpose.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

16. That the exclusory of this instant agreement do hereby confirm and declare that they have standing and competent right to execute this instant agreement and there is no other/further stipulation, which is in contradiction to the terms of this agreement and/or prevent/restrict the execution and/or operation of the terms of this agreement.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

………………………………………………………….                           M/s…………………………………………………

_____________________________________________                     ________________________________

Name:                                                                                                 Name: ____________________________

Title:                                                                                                 Title:

Witnesses:                                                                                             Witnesses:

1.                                                                                                     1.

2.                                                                                                     2.
ANNEXURE-F
Communication Details

Bidder should furnish the below details for future communication:-

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<tr>
<th>GENERAL INFORMATION</th>
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<tbody>
<tr>
<td>NAME OF COMPANY</td>
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<tr>
<td>POSTAL ADDRESS</td>
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<table>
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<tr>
<th>FOR TECHNICAL QUERY:</th>
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<tbody>
<tr>
<td>CONTACT PERSON &amp;</td>
</tr>
<tr>
<td>DESIGNATION</td>
</tr>
<tr>
<td>NAME</td>
</tr>
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<table>
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