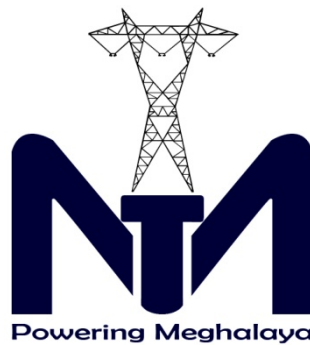


# **BIDDING DOCUMENT**

**FOR**

**Supply of On Line Dissolved Gas Analyser (Portable) under PSDF**



**MEGHALAYA POWER TRANSMISSION  
CORPORATION LIMITED**

**BID IDENTIFICATION NOS:**

***MEPTCL/CE(T)/PSDF-DGA/2/2017***

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**Section –1**  
**Instruction to Bidders**

## Section 1 - Instructions to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

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## Section 1 - Instructions to Bidders

### 1.1.0 General

#### 1.1.1 Scope of Bid

1.1.1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the *Chief Engineer (Transmission)* on behalf of *Meghalaya Power Transmission Corporation Limited (MePTCL)* (hereinafter referred to as "the Purchaser" or "MePTCL"), issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in Section 3 (Purchaser's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

1.1.1.2 Unless otherwise stated, throughout this Bidding Document definitions of terms shall be as prescribed in **Section 4** (Special Conditions of Contract).

#### 1.1.2 Eligible Bidders

1.1.2.1 Subject to meeting the Qualifying Requirements, a Bidder may be a firm or company. When the bidder is a firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid.

1.1.2.2 When the bidder is a Company, the company registration document along with Memorandum of Association should be submitted.

1.1.2.3 When the bidder is an individual carrying on business in a firm's name, the tender should be submitted by the owner of the firm, who may describe himself as carrying on business in the firm's name.

1.1.2.4 The bidder shall have successfully carried out as a prime contractor or as a sub-contractor or as a member in a joint venture in any of the items as described in the APPENDIX to ITB – 1.

The bidder's experience shall also be as explained in the APPENDIX to ITB – 1.

### 1.2.0 Contents of Bidding Document

#### 1.2.1 Sections of Bidding Document

1.2.1.1 The Bidding Document consists of following six Sections, and should be read in conjunction with any Addenda issued in accordance with ITB *Clause 1.2.3*.

Section 1 - Instructions to Bidders (ITB) with Appendix-1 and Appendix-2

Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

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Section 4 - "General Conditions of Supply and Erection of MePTCL"

Section 5- Special Conditions of Contract (SCC) Section 6- Contract Forms (COF)

1.2.1.2 *The completed Section 6 shall constitute "the Contract".*

1.2.1.3 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

1.2.1.4 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the Invitation for Bids.

1.2.1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

## **1.2.2 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

1.2.2.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB Clause 1.2.2.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB Clause 1.2.3** and **ITB Clause 1.4.2.2**.

1.2.2.2 The Bidder is advised to visit and examine the sites where the works are to be carried out and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of plant and services. The costs of visiting the sites shall be at the Bidder's own expense.

1.2.2.3 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.2.2.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

1.2.2.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later

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than **one week** before the pre-bid meeting.

1.2.2.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB Clause 1.2.1.4**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB Clause 1.2.3** and not through the minutes of the pre-bid meeting.

1.2.2.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## 1.2.3 Amendment of Bidding Document

1.2.3.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.

1.2.3.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB Clause 1.2.1.4**.

1.2.3.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Clause 1.4.2.2**.

## 1.3.0 Preparation of Bids

### 1.3.1 Cost of Bidding

1.3.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 1.3.2 Language of Bid

1.3.2.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### 1.3.3 Documents Comprising the Bid

1.3.3.1 The Bid shall comprise two envelopes submitted simultaneously, one called the '**Technical Bid**' containing the documents listed in **ITB Clause 1.3.3.2** and the other the **Price Bid** containing the documents listed in **ITB Clause 1.3.3.3**, both envelopes enclosed together in an outer single envelope.

1.3.3.2 The Technical Bid submitted by the Bidder shall comprise the following:



- (a) Letter of Technical Bid;
- (b) Bid Security, in accordance with *ITB Clause 1.3.9*;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with *ITB Clause 1.3.10.2*;
- (d) Documentary evidence in accordance with *ITB Clause 1.3.5* establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (e) Documentary evidence establishing in accordance with *ITB Clause 1.3.6* that the plant and services offered by the Bidder conform to the Bidding Document;
- (f) Documents as called for in *ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3*;
- (g) Any other document required in the *BDS*.

1.3.3.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed schedules as required, including Price Schedules, in accordance with *ITB Clauses 1.3.4 and 1.3.7*; and
- (c) any other document required in the *BDS*

## **1.3.4 Letter of Bid and Schedules**

1.3.4.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under *ITB Clause 1.3.3*, shall be prepared using the relevant forms furnished in Section 2 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## **1.3.5 Documents Establishing the Eligibility and Qualifications of the Bidder**

1.3.5.1 To establish its eligibility and qualifications to perform the Contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 2 (Bidding Forms).

## **1.3.6 Documents Establishing Conformity of the Goods and Services**

1.3.6.1 The documentary evidence of the conformity of the goods and services to the Bidding Document may be in the form of literature, drawings and data, and shall furnish:

- (i) a detailed description of the essential technical and performance characteristics of the goods and services, including the functional guarantees of the Goods, in response to the Specification;

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- (ii) a commentary on the Purchaser's Specification and adequate evidence demonstrating the substantial responsiveness of the plant and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

## 1.3.7 Bid Prices and Discounts

- 1.3.7.1 Unless otherwise specified in the **BDS** and/or Section 3 (Purchaser's Requirements), bidders shall quote for the entire scope of supply and services on a "single responsibility" basis such that the total bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement, delivery, and completion of the entire scope.
- 1.3.7.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 1.3.7.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1, 1B & 2) shall be summarized in a Grand Summary (Schedule 3) giving the total bid price(s) to be entered in the Bid Form.
- Schedule No. 1: Supply Goods (Main Equipment)
- Schedule No. 1B: Related Services (Freight & Insurance \_ Main Equipment)
- Schedule No. 3: Grand Summary
- 1.3.7.4 In the Schedules, bidders shall give the required details and a breakdown of their prices as called for in these Schedules.
- 1.3.7.5 The prices shall be firm as specified in the **BDS**.
- 1.3.7.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated *as non-responsive and rejected*.

## 1.3.8 Period of Validity of Bids

- 1.3.8.1 Bids shall remain valid for the period specified in the **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period *shall be rejected* by the Purchaser as non-responsive.

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1.3.8.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with *ITB Clause 1.3.9*, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

## 1.3.9 Bid Security

1.3.9.1 The Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the **BDS**. The amount of Bid Security shall be as specified in the **BDS**.

1.3.9.2 The bid security shall be a demand guarantee, in the forms of an unconditional bank guarantee from a Scheduled or Nationalized Bank. The bid security shall be submitted using the 'Bid Security Form' included in Section 3 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for thirty days (30) beyond the original validity period of the bid, or beyond any period of extension if requested under *ITB Clause 1.3.8.2*.

1.3.9.3 Bids not complying with *ITB Clause 1.3.9.1* and *ITB Clause 1.3.9.2*, **shall be rejected** by the Purchaser as **non-responsive**.

1.3.9.4 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

1.3.9.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to *ITB Clause 1.6.4*.

1.3.9.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in *ITB Clause 1.3.8.2* or
- (b) if the successful Bidder fails to:
  - (i) Sign the Contract in accordance with *ITB Clause 1.6.1*; or
  - (ii) Furnish a performance security in accordance with *ITB Clause 1.6.2*.

## 1.3.10 Format and Signing of Bid

1.3.10.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in *ITB Clause 1.3.3* and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark each of them "COPY" In the event of any discrepancy between the original and the copies, the original shall prevail.

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1.3.10.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

1.3.10.3 A bid submitted by a JV shall be signed so as to be legally binding on all partners.

1.3.10.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **1.4.0 Submission and Opening of Bids**

### **1.4.1 Submission, Sealing and Marking of Bids**

1.4.1.1 Bidders may submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

**1.4.1.1.1** Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with **ITB Sub-Clauses 1.4.1.2** and **1.4.1.3**.

1.4.1.2 The inner and outer envelopes shall:

- a) bear the name and address of the Bidder;
- b) be addressed to the Purchaser in accordance with **ITB 1.4.2.1**; and
- c) bear the specific identification of this bidding process indicated in the **BDS 1.1**.

1.4.1.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with **ITB Sub-Clause 1.4.5.1**.

1.4.1.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Purchaser in accordance with **ITB Sub-Clause 1.4.5.7**.

1.4.1.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### **1.4.2 Deadline for Submission of Bids**

1.4.2.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.

1.4.2.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with **ITB Clause 1.2.3**, in which case all rights and obligations of the Purchaser and

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Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 1.4.3 Late Bids

1.4.3.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with *ITB Clause 1.4.2*. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## 1.4.4 Withdrawal, Substitution, and Modification of Bids

1.4.4.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with *ITB Clause 1.3.10.2*, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with *ITB Clause 1.3.10* and *ITB Clause 1.4.1* (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with *ITB Clause 1.4.2*.

1.4.4.2 Bids requested to be withdrawn in accordance with *ITB Clause 1.4.2.1* shall be returned unopened to the Bidders.

1.4.4.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

## 1.4.5 Bid Opening

1.4.5.1 The Purchaser shall conduct the opening of Technical Bids in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the *BDS*. The Price Bids will remain unopened and will be held in custody of the Purchaser until the specified time of their opening.

1.4.5.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

1.4.5.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall

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be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with *ITB Sub-Clause 1.4.5.1*. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

1.4.5.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with *ITB Sub-Clause 1.4.5.1*.

1.4.5.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- a) the name of the Bidder;
- b) whether there is a modification or substitution;
- c) the presence of a Bid Security, if required; and
- d) any other details as the Purchaser may consider appropriate.

1.4.5.6 Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with *ITB Sub-Clause 1.4.3.1*.

1.4.5.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record.

1.4.5.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

1.4.5.9 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder’s representatives who are present shall be requested to sign a register evidencing their attendance.

1.4.5.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- a) the name of the Bidder;

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- b) whether there is a modification or substitution;
- c) the Bid Prices, including any discounts and alternative offers; and
- d) any other details as the Purchaser may consider appropriate.

1.4.5.11 Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

1.4.5.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

## **1.5.0 Evaluation and Comparison of Bids**

### **1.5.1 Confidentiality**

1.5.1.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.

1.5.1.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

1.5.1.3 Notwithstanding *ITB Clause 1.5.1.2*, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

### **1.5.2 Clarification of Bids**

1.5.2.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with *ITB Clause 1.5.9*.

1.5.2.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

### **1.5.3 Deviations, Reservations, and Omissions**

1.5.3.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the

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requirements specified in the Bidding Document; and

- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

## 1.5.4 Preliminary Examination of Technical Bids

1.5.4.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in *ITB Sub-Clause 1.3.3.2* have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, *the Bid may be rejected*.

1.5.4.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer *shall be rejected*.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security; and
- (d) Technical Proposal in accordance with *ITB 1.3.6*.

## 1.5.5 Responsiveness of Technical Bid

1.5.5.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in *ITB Clause 1.3.3*.

1.5.5.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

1.5.5.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with *ITB Clause 1.3.6*, Technical Proposal, in particular to confirm that all requirements of Section 3 (Purchaser’s Requirements) have been met without any material deviation or reservation.

1.5.5.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or



omission.

## **1.5.6 Nonmaterial Nonconformities**

- 1.5.6.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 1.5.6.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.5.6.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in *Appendix 2 of ITB (Evaluation and Qualification Criteria)*.

## **1.5.7 Detailed Evaluation of Technical Bids**

- 1.5.7.1 The Purchaser will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:
- (a) overall completeness and compliance with the Purchaser's Requirements; deviations from the Purchaser's Requirements; conformity of the goods and services offered with specified performance criteria; suitability of the goods and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
  - (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
  - (c) other relevant factors, if any, listed in *Appendix to ITB-2 (Evaluation and Qualification Criteria)*.

## **1.5.8 Eligibility and Qualification of the Bidder**

- 1.5.8.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in *Appendix to ITB-2 (Evaluation and Qualification Criteria)*.

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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1.5.8.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to *ITB Clause 1.3.5*.

1.5.8.3 *An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall not open the Price Bid of the Bidder.*

## 1.5.9 Correction of Arithmetical Errors

1.5.9.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) where there are errors between the total of the amounts of Schedule Nos. 1, 1A and 2, and the amount given in Schedule No. 3 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.5.9.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be *disqualified and its bid security may be forfeited*.

## 1.5.10 Evaluation of Price Bids

1.5.10.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.

1.5.10.2 To evaluate a Price Bid, the Purchaser shall consider the following:

(a) the bid price, including taxes, as quoted in the Price Schedules;

(b) price adjustment for correction of arithmetical errors in accordance with *ITB Clause 1.5.9.1*; and

(c) the evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).

1.5.10.3 If price adjustment is allowed in accordance with *ITB Clause 1.3.7.5*, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

## 1.5.11 Comparison of Bids

1.5.11.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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accordance with *ITB Clause 1.5.10.2*.

## **1.5.12 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

1.5.12.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **1.6.0 Award of Contract**

### **1.6.1 Award Criteria**

1.6.1.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

### **1.6.2 Notification of Award**

1.6.2.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution and completion of the plant and services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

1.6.2.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **1.6.3 Signing of Contract**

1.6.3.1 Within seven (7) days of receipt of the Letter of Acceptance, the successful Bidder shall be required to sign the Contract Agreement.

1.6.3.2 The contract signing shall take place at the premises of the Purchaser.

### **1.6.4 Performance Security**

1.6.4.1 Within **fifteen (15)** days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in *Appendix – 3, Section 6 (Contract Forms)*, or another form acceptable to the Purchaser.

1.6.4.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

**Section-2**

**BIDDING FORMS**

**Section 2 - Bidding Forms**

*This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.*

**Table of Forms**

<b>1</b>	<b><i>Letter of Technical Bid</i></b> .....
<b>2</b>	<b><i>Letter of Price Bid</i></b> .....
<b>3</b>	<b><i>Price Schedules</i></b> ..... Schedule No. 1 – Supply of Goods Schedule No. 1B - Related Services (Freight & Insurance - Main Equipment) Schedule No. 3 - Grand Summary
<b>4</b>	<b><i>Form of Bid Security</i></b> .....
<b>5</b>	<b><i>Contract Execution Schedule</i></b> .....
<b>6</b>	<b><i>Bidders Qualification</i></b> ..... Form ELI - 1: Bidder's Information Sheet Form LIT - Pending Litigation Form FIN - 1: Financial Situation Form FIN - 2: Average Annual Turnover Form FIN – 3: Financial Resources Form EXP – 1: General Experience Form EXP – 2: Specific Experience
<b>7</b>	<b><i>Manufacturer's Authorization</i></b>

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## 1 Letter of Technical Bid

[Bidder's Letterhead]

Date: .....

Bid Identification No (s): .....

: .....

: .....

: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (b) We offer to design, manufacture, test and deliver, in conformity with the Bidding Document the following Goods and Related Services: .....
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ..... days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## 2 Letter of Price Bid

(*TO BE FURNISHED FOR EACH PACKAGE SEPARATELY*)

[Bidder's Letterhead]

Date: .....

Bid Identification No: .....

Invitation for Bid No.: .....

To: .....

We, the undersigned, declare that:

- (i). We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 1.2.3;
- (ii). We offer to design, manufacture, test and deliver in conformity with the Bidding Document the following Goods and Related Services: . . . . . ;
- (iii). The total price of our Bid is the sum of: .....,
- (iv). Discount offered (if any) for (i) Supply (Schedule 1) .....%, (ii) Related Services (Schedule 1B, F & I).....%.
- (v). Our bid shall be valid for a period of ..... days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (vi). If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (vii). We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (viii). We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

## 3 Price Schedules

### PREAMBLE

#### General

1. The Price Schedules are divided into separate Schedules as follows:  
Schedule No. 1: Supply of Goods (Main Equipment)  
Schedule No. 1B: Related Services (Freight & Insurance \_ Main Equipment)
2. The entered rates and prices shall be deemed to cover the full scope as specified in the bidding document, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with *ITB 1.2.2* prior to submitting their bid.

#### Pricing

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
5. Bid prices shall be quoted in the manner indicated in Schedules.  
As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract, or prices shall be subject to adjustment in accordance with the corresponding Appendix (Price Adjustment) to the Contract Agreement.  
Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Purchaser's Requirements) or elsewhere in the Bidding Document.



# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## Schedule No. 1 – Supply of Goods (Main Equipment)

Sl. No.	Description	Measuring Unit	Qty	Unit Prices		Total EXW Price including ED	Unit Sales & other Taxes		Total Sales and other Taxes	Total Price including all Taxes
				Unit Price without any taxes <sup>1</sup>	Unit ED		Sales Taxes (CST)	Other Taxes if any (specify) <sup>2</sup>		
1	2	3	4	5	6	7 = 4 x (5 + 6)	8	9	10=4x(8 + 9)	11=7 + 10
1	On Line Dissolved Gas Analyser (Portable)	Set	1							

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>1</sup>*All amounts shall be in Rupees.*

<sup>2</sup>*Use separate columns for each type of taxes. Other taxes means entry tax, octroi, exit tax or any other taxes as applicable.*

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## Schedule No. 1B - Related Services (Freight & Insurance - Main Equipment)

Item	Description	Measuring Unit	Qty.	Unit Price	Total Price
1	2	3	4	5	6 = 4 x 5
1	On Line Dissolved Gas Analyser for System Protection Division, Umiam	Set	1		

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>1</sup>*All amounts shall be in Rupees.*

<sup>2</sup>*Prices shall be inclusive of all taxes as applicable.*

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## Schedule No. 3 - Grand Summary

Schedule No.	Column No.	Title	TOTAL
1	7	Supply of Goods (Total EXW with ED) – Main Equipment	
1	10	Supply of Goods (Total Sales and other Taxes) – Main Equipment	
1B	6	Related Services (Freight & Insurance) – Main Equipment	
<b>GRAND TOTAL to be carried forward to Letter of Price Bid (Package-</b>			

Name of Bidder

Signature of Bidder

4 Form of Bid Security

**Bank Guarantee**

(To be stamped in accordance with Stamp Act)  
(The non-Judicial Stamp Paper should be in the name of issuing Bank)

..... *Bank's Name, and Address of Issuing Branch or Office* .....

Beneficiary: ..... *Name and Address of Purchaser* .....

Date:.....

Bid Security No.: .....

We have been informed that ..... *name of the Bidder*. . . . (Hereinafter called "the Bidder") has submitted to you its bid dated ..... (Hereinafter called "the Bid") for the execution of ..... *Name & Identification No of Bid* ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ..... *name of Bank*. . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *amount in figures* ..... (. . . . . *amount in words* . . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB");  
or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... *Bank's seal and authorized signature(s)* .....

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*Note: All italicized text is for use in preparing this form and shall be deleted from the final document*

5 Contract Execution Schedule

*The Bidder shall indicate here his proposed Contract Execution Schedule if the contract is awarded to him. The Schedule shall match with the time for completion specified.*

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## 6 Bidders Qualification

To establish its qualifications to perform the contract in accordance with Appendix 2 of ITB (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI - 1: Bidder's Information Sheet

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-	
<b>Attached are copies of the following original documents.</b>	
<input type="checkbox"/> 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1.	
<input type="checkbox"/> 2. In case of single Company, documents, in accordance with ITB 1.1.2.2.	

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## Form LIT - Pending Litigation

Each Bidder must fill in this form

<b>Pending Litigation</b>			
<input type="checkbox"/> <b>No pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)</b>			
<input type="checkbox"/> <b>Pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria)</b>			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years [Rupees]		
Year 1:	Year 2:	Year 3:

### Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## Form FIN - 2: Average Annual Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years	
Year	Amount (Rupees)

**Average Annual Turnover**

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for contracts in progress or completed.

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in **Appendix 2 of ITB** (Evaluation and Qualification Criteria) with necessary supporting documents.

Financial Resources		
No.	Source of financing	Amount (Rupees)
1		
2		
3		

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## Form EXP – 1: General Experience

Each Bidder must fill in this form

<b>General Experience</b>				
<b>Startin g Month Year</b>	<b>Ending Mont h Year</b>	<b>Years</b>	<b>Contract Identification and Name and Address of Purchaser Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

## Form EXP – 2: Specific Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature	
Contract No. .... of .....	Contract Identificatio
Award Date	Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	(Rupees)
Purchaser's Name Address Telephone/Fax Number E-mail	
<b>Description of the similarity in accordance with Criteria 2.3.3 of APPENDIX TO ITB 2</b>	
1. Brief Specification of Goods supplied 2. Date of commissioning.	
<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Type Test Certificates. <input type="checkbox"/> 2. Recent performance certificates <input type="checkbox"/> 3. Copy of the Contract Document.	

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## 7 Manufacturer's Authorization

*[The Bidder, in pursuant to ECQ Clause 2.1.2 (if applicable) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Please refer to notes at bottom]*

(Manufacturer's Letterhead)

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

*To: [Insert: full name of Purchaser]*

WE *[insert: name of Manufacturer]* who are established and reputable manufacturers of *[insert: name and/or description of the Goods]* having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name & address of Bidder]* (hereinafter, the "Bidder") to submit a bid the purpose of which is to provide the following goods, manufactured by us, and to subsequently negotiate and sign the Contract:

1. -----
2. -----

We hereby extend our full guarantee and warranty in accordance with **Clause 5.11.0** of the Special Conditions of Contract, for the above specified Goods supporting the Supply of specified Goods and fulfilling the Related Services by the Bidder against this Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that, we will furnish the Performance Guarantee in accordance with **SCC Clause 5.9**. Further, we also hereby declare that we and ....., *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract (**including related services and warranty / defects liability**) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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In the capacity of [*insert: **title of position or other appropriate designation***] (and this should be signed by a person having the power of attorney to legally bind the manufacturer).

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

## **Notes:**

1. *The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having **Power of Attorney to sign on behalf of the Manufacturer** (to be attached with this MA) to legally bind the Manufacturer. It shall be included by the bidder in its bid.*
2. ***Above undertaking shall be registered or notarized so as to be legally enforceable.***

## **Section - 3**

### **Purchaser's Requirements**

**TECHNICAL SPECIFICATION FOR ON-LINE DISSOLVED GAS ANALYZER (DGA)  
SYSTEM (PORTABLE)**

**3.1. INTRODUCTION:**

The specification covers supply of On-line Dissolved Gas Analyzer (Portable) along with all required accessories suitable for dissolved gas analysis and moisture measurement of insulating mineral oil of transformer and for carrying out interpretations as per various diagnostic tools available in the IEEE and the IEC guides. The equipment covered in this specification i.e. On-line Dissolved Gas Analyzer (Portable) shall meet the technical requirements listed below:

- (i). This specification covers the design, engineering, manufacture, inspection & testing at manufacturer's work before dispatch, packing, forwarding and delivery at the discretion of Purchaser.
- (ii). Unless specifically excluded from the offer, all fittings and accessories, not specifically stated in this specification but which are necessary for satisfactory operation of the equipment shall be deemed to have been included in the scope of supply of the Bidder.
- (iii). The Demonstration of the equipment in live EHV switchyard and satisfactory performance as per GTP requirement i.e. the consistency and repeatability of test results shall be the criteria of acceptability of successful bidder and demonstration shall take place at the time of supply of the instrument. The tenderer shall include in the total cost of his tender the cost of delivery of the equipment and materials for delivery at the site including all taxes duties, insurance, freight etc as well as packing, loading, transportation, unloading installation, commissioning and handing over to store.
- (iv). The clearance, if any shall be the responsibility of the supplier. All expenditures towards the above shall be borne by the tenderer /supplier.
- (v). The scope of work shall include all works as detailed in the price schedule of the tender specification. It shall also be the responsibility of the supplier to obtain any road permits and any other permits or licenses to execute the works assigned to them.
- (vi). The Supplier shall depute suitable personnel for demonstration and hands ON training to MePTCL Engineers.
- (vii). The Supplier shall provide MePTCL with sufficient copies of Instruction Manual on the operation and maintenance of the equipment(s) supplied.
- (viii). Successful bidder shall commission the instrument to the satisfaction of MePTCL. The instrument that fails during the demonstration shall be rejected and no repairs shall be allowed.
- (ix). Bidder shall submit documentary evidence of having established mechanism in India for prompt after sales services in India.



- (x). Bidder shall submit documentary evidence of having sold the instrument of same make and specification as offered in this tender to other Power Utilities like Power grid, AEGCL, NEEPCO etc.

### **3.2. SERVICE CONDITIONS**

The equipment shall be suitable for satisfactory continuous operation under the following tropical conditions:

Location	:	Meghalaya
No. Of months of tropic monsoon	:	May to September
Max. Altitude above mean sea level	:	1965 metres
Average no. Of thunder storms	:	50 days/year per annum (days)
Seismic level (Horizontal acceleration)	:	Zone V

#### **A. GENERAL:**

The transformer shall be equipped with on line gas in oil analyzer system and remote data transfer /communications. It is intended to individual monitor the evolution of dissolved gases from the oil of transformer to detect and continuously monitor a individual value of gases like H<sub>2</sub> (Hydrogen), CH<sub>4</sub> (Methane), C<sub>2</sub>H<sub>4</sub> (ethylene), C<sub>2</sub>H<sub>6</sub> (Ethane), C<sub>2</sub>H<sub>2</sub> (Acetylene), CO<sub>2</sub> (Carbon dioxide), CO (Carbon monoxide), O<sub>2</sub> Oxygen. The system shall use dual bore ball or gate valve for oil circulation.

#### **3.3. SCOPE OF WORK:**

The scope of work shall include supply, mounting, erection, commissioning, etc; for on line moisture and gas analyzer of any transformer in MePTCL.

- 3.3.1. The system shall use dual open bore ball or gate valve for oil circulation. It can be mounted on transformer or separately as desired by bidder. The system shall have a local display unit which should show current data and system parameters.
- 3.3.2. One set of centralized monitoring system with suitable software for communicating with IEDs simultaneously with a provision for communicating to two or more IEDs if required in future. The required software shall be loaded in MePTCL system at desired location such that all the data/display associated with the system can be visualized and all archiving / trending can be achieved. It shall also give printouts of all required data as desired.
- 3.3.3. All required interconnection, wiring, cabling with fiber optic cables/RS 485 cables etc., including all required accessories for successful operation of the system.
- 3.3.4. Required earthing & connection for the system at required location is to be carried out by bidder.
- 3.3.5. Necessary tools, tackles, calibration equipments, installation material, required for

successful operation of the system is to be carried out by bidder.

- 3.3.6. To supply installation, commissioning and O&M manuals and procedures, etc., in hard and soft form.
- 3.3.7. To supply standard HOST/User Interface Software in ENGLISH, one with each unit on a CD – ROM.
- 3.3.8. The system interface shall also include required field cable, patch cable, patch box, associated accessories & hardware's to connect to the MePTCL system as required.
- 3.3.9. Training to MePTCL Engineers.

**3.4. ENVIRONMENTAL CONDITIONS AND REQUIREMENTS:**

Following operating conditions shall be taken into consideration and accordingly components shall be supplied considering extreme climate conditions.

**General**

- 1. Optional nominal voltages of auxiliary supply: 230 V, -20% +15% AC, 50Hz
  - 2. Power consumption: max. 600 VA
  - 3. Housing: Aluminum
  - 4. Dimensions: W 263 x H 263 x D 327.5 mm
  - 5. Weight: approx. 15 kg
  - 6. Operation temperature: (ambient) -55°C ... +55°C (below -10°C display function locked)
  - 7. Oil temperature: (in the transformer) -20°C ... + 90°C/120°C
  - 8. Storage temperature: (ambient) -20°C ... +65°C
  - 9. Oil Pressure: 0 - 800 kpa (negative pressure allowed)
  - 10. Connection to valve: G 1½" DIN ISO 228-1 or 1½" NPT ANSI B 1.20.1
  - 11. Safety: CE certified
  - 12. Insulation protection: IEC 61009-1:2002
  - 13. Degree of protection: IP-55
- 3.5. **DETECTION OF GASES:** The gases extracted shall be detected using a portable Gas Chromatograph (GC) with Thermal Conductivity Detector (TCD) or Flame Ionization Detector (FID) method or Photo Acoustic and near infrared Spectroscopy method. All the fault gases i.e. H<sub>2</sub>, CH<sub>4</sub>, C<sub>2</sub>H<sub>4</sub>, C<sub>2</sub>H<sub>6</sub>, C<sub>2</sub>H<sub>2</sub>, CO, CO<sub>2</sub> & atmospheric gas i.e. O<sub>2</sub> concentrations shall be measured and displayed. The analyzer should measure (not calculate) all above gases and should have 100% sensitivity.

## Measurements

Gas/Moisture in oil Measurement		Accuracy
Measuring quantity	Range	
Hydrogen H2	0 ... 10.000 ppm	± 15 % ± 25 ppm
Carbon Monoxide CO	0 ... 10.000 ppm	± 20 % ± 25 ppm
Carbon Dioxide CO2	0 ... 20.000 ppm	± 20 % ± 25 ppm
Methane CH4	0 ... 5.000 ppm	± 20 % ± 25 ppm
Acetylene C2H2	0 ... 10.000 ppm	± 20 % ± 5 ppm
Ethylene C2H4	0 ... 10.000 ppm	± 20 % ± 10 ppm
Ethane C2H6	0 ... 10.000 ppm	± 20 % ± 15 ppm
Oxygen O2	0 ... 50.000 ppm	± 10 % ± 1000 ppm
Moisture in Oil H2O	0 ... 100 ppm	± 3 % ± 3 ppm

### 3.6. SPECIFIC TECHNICAL REQUIREMENT:

#### Operation principle

1. Miniaturized gas sample production based on headspace principle

(No membrane, negative pressure proofed)

2. Patent-pending oil sampling system (EP 1 950 560 A1)

3. Near-infrared gas sensor unit for CO, C2H2 and C2H4

4. Near-infrared gas sensor unit for CO2, CH4 and C2H6

5. Micro-electronic gas sensor for H2 and O2

6. Thin-film capacitive moisture sensor H2O

7. Temperature sensors (for oil and gas temperature)

#### Analog and digital outputs

10 x Analog DC outputs Default concentration		Default concentration (Free assignmen)
Type	Range	
1 x Current DC	0/4 ... 20 mADC	Hydrogen H2
1 x Current DC	0/4 ... 20 mADC	Carbon Monoxide CO
1 x Current DC	0/4 ... 20 mADC	Carbon Dioxide CO2
1 x Current DC	0/4 ... 20 mADC	Methane CH4
1 x Current DC	0/4 ... 20 mADC	Acetylene C2H2
1 x Current DC	0/4 ... 20 mADC	Ethylene C2H4
1 x Current DC	0/4 ... 20 mADC	Ethane C2H6
1 x Current DC	0/4 ... 20 mADC	Oxygen O2
1 x Current DC	0/4 ... 20 mADC	Moisture in Oil H2O
1 x Current DC	0/4 ... 20 mADC	Free programmable

10 x Digital outputs		Max. Switching capacity (Free assignment)
Type	Control voltage	
10 x Relay	12 VDC	220 VDC/VAC / 2 A / 60 W

**Analog inputs and digital outputs (option)**

6 x Analog AC inputs		Accuracy	Remarks
Type	Range	of the measuring value	
6 x Current AC or 6 x Voltage AC	0/4 ... 20 mA +20% or 0 ... 80 V +20%	<input type="checkbox"/> 1.0 %	Configurable by jumpers

4 x Analog DC inputs		Accuracy	Remarks
Type	Range	of the measuring value	
4 x Current DC	0/4 ... 20 mADC	<input type="checkbox"/> 0.5 %	

5 x Digital outputs		Max. Switching capacity (Free assignment)
Type	Control Voltage	
5 x Opto Coupler	5 VDC	UCE: 24 V rated / 35 V max. UEC: 7 V max. ICE: 40 mA max.

**Communication**

- (i) RS 485 (proprietary or MODBUS® RTU/ASCII protocol).
- (ii) ETHERNET 10/100 Mbit/s copper-wired / RJ 45 or fibre-optical. / SC Duplex (proprietary or MODBUS® TCP protocol).
- (iii) On-board GSM or analog modem for remote access (Option).
- (iv) On-board DNP3 serial modem (Option).
- (v) On-board IEC 61850 modem (Option)

**Notes**

- 1) 120 V = 120 V -20% = 96 V min 120 V +15% = 138 V max 230 V =230 V -20% = 184 V min 230 V +15% = 264 V max

- 2) Related to temperatures ambient +20°C and oil +55°C
- 3) Accuracy for moisture in oil for mineral oil types
- 4) Default jumper configuration: Current

### **3.7 GUARANTEED TECHNICAL PARTICULARS.**

The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders in the prescribed Schedules of this Section with the Technical Bid. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.

The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the bidder offering better/more stringent values than those required as per specification except where stated otherwise.

<b>Guaranteed Technical Particulars for Online Dissolved Gas Analyser (Portable)</b> <b>The GTP must be furnished in the following format only and in full</b>			
<b>SI N o</b>	<b>Parameters</b>	<b>MePTCL Specifications</b>	<b>Bidder's particulars</b>
A	Manufacturer's Name and Address		
B	Type/Model details of offered Equipment		
C	Applicable Indian / International Standards for the offered equipment		
1	Functional Requirement	The equipment should be capable to analyses dissolved gases, both organic & inorganic, in the transformer oil. The equipment should be suitable Field-based, fully automated DGA requires no manual oil sampling or remote lab testing. It should be able to record and maintain the results of tests carried out in the computer based data station which should be supplied along with the machine.	
2	Main Characteristics	Easy to mount on a transformer valve (G 1½" DIN ISO 228-1 or 1½" NPT ANSI B 1.20.1) <input type="checkbox"/> Installation on the operational transformer without any operational interruption <input type="checkbox"/> Advanced software (on the unit and via PC) <input type="checkbox"/> Maintenance free system	
3	Range		
4	Total dissolve combustible gases	Individual measurement of Hydrogen (H <sub>2</sub> ), Carbon Monoxide (CO), Carbon Dioxide (CO <sub>2</sub> ), Methane (CH <sub>4</sub> ), Acetylene (C <sub>2</sub> H <sub>2</sub> ), Ethylene (C <sub>2</sub> H <sub>4</sub> ), Ethane (C <sub>2</sub> H <sub>6</sub> ) and Oxygen (O <sub>2</sub> ),Moisture in Oil (H <sub>2</sub> O)	

**Section3-Purchaser'sRequirements**

		measurement	
5	Sampling	Oil sampling should be continuous and gas analysis intervals should be user-selectable from 2 hours to 12 hours.	
6	Power Supply	230 V -20% +15% AC 50 Hz	
7	Power consumption	Max. 600 VA	
8	Operation temperature: (ambient)	-55°C ... +55°C (below -10°C display function locked)	
9	Oil temperature: (in the transformer)	-20°C ... +90°C/120°C	
10	Storage temperature: (ambient)	-20°C ... +65°C	
11	Oil Pressure:	0 - 800 kpa (negative pressure allowed)	
12	Connection to valve:	G 1½" DIN ISO 228-1 or 1½" NPT ANSI B 1.20.1	
13	Operating Conditions	Pressure and vacuum withstanding Oil temperature, pressure: ≤ 105 °C / ≤ 3 bar	
14	Dimensions	W 263 x H 263 x D 327.5 mm	
15	Weight	Approx. 15 kg	
16	Insulation protection	IEC 61009-1:2002.	
17	Degree of protection	IP-55	
18	Related to temperatures ambient	+20°C and oil +55°C	
19	Safety	CE certified	
20	Housing	Aluminum	
21	Communication	Communication interfaces ETHERNET 10/100 Mbit/s	

		(copper wired/ RJ 45 or fibre-optical / SC Duplex) and RS 485 to support MODBUS®RTU/ASCII, MODBUS®TCP, DNP3 proprietary communication and IEC 61850 protocols <input type="checkbox"/> Optional on-board GSM or analog modem for remote access <input type="checkbox"/> Optional DNP3 serial modem for SCADA connection <input type="checkbox"/> Optional IEC 61850 modem for SCADA connection <input type="checkbox"/> Optional HV and LV bushing sensors for HV and LV bushing monitoring applications via communication interface	
22	Software Display: Storage: PC communication: Software analysis :	Windows based, suitable for Data analysis of measuring results External PC or laptop Simple xml format RS232 or equivalent port Key gas method, Rogers ratio & Duval triangle	
23	Memory	Upto 2 years of data stored in memory	
24	Scope of supply	All accessories to be included in the supply for successful usage of the instrument	
25	Type Testing	The test kit shall be type tested for Environmental Tests, EMI-EMC & Safety Tests as per relevant IEC Standard with latest amendment at any accredited laboratory (accredited by NABL or recognized International accreditation body). The type test report should be submitted along with the offer.	
26	Warranty / Guarantee	18 months from the date of delivery or 12 months from the date of successful & complete commissioning at MePTCL sub-station, whichever is earlier.	



		All the materials, including accessories, cables, laptops (wherever supplied) etc. are to be covered under warranty/ guarantee period. If the kit needs to be shifted to supplier's works for repairs within warranty/guaranty period, suppliers will have to bear the cost of repairs, spares and transportation of kit for repair at service center/works.	
27	Calibration certificate	Unit shall be duly calibrated at NABL accredited laboratory before supply and the date of calibration shall not be older than two months from the date of supply of the kit.	
28	Training	Supplier shall have to ensure that the kit is made user friendly. Apart from detailed demonstration at site, the supplier shall also have to arrange necessary training to MePTCL Engineers.	
29	Commissioning, Handing over the Instrument	Successful bidder will have to commission the instrument to the satisfaction of MePTCL Engineers.	
30	After sale service	Bidder will have to submit the documentary evidence of having established mechanism in India for prompt services.	

(Signature of the tenderer)

Name :

**(in block letters) Stamp:**

## **Section - 4**

### **General Conditions of Supply and Erection**

## SECTION – 4 GENERAL TERMS AND CONDITIONS OF CONTRACT

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- 2.0 Application
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- 4.0 Language And Measures
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- 55.0 **Settlement Of Disputes**
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**SECTION – 4**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**A. INTRODUCTION**

**4.1. DEFINITION OF TERMS**

- 4.1.1. 'The contract' means the agreement entered into between owner or purchaser and contractor or manufacturer or supplier as per the contract agreement signed by the parties, including all attachment and appendices thereto and all documents incorporated by reference therein.
- 4.1.2. 'Owner' or 'Purchaser' shall mean the Meghalaya Power Transmission Corporation Limited., Shillong and shall include their legal representatives, successors and assigns.
- 4.1.3. 'Contractor' or 'manufacturer' or 'supplier' shall mean the bidder whose bid will be accepted by the owner for the award of the works and shall include such successful bidder's legal representatives, successors and permitted assigns.
- 4.1.4. 'Sub-contractor' shall mean the person named in the contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the engineer and will include the legal representatives, successors and permitted assigns of such person.
- 4.1.5. 'Engineer' shall mean the officer appointed in writing by the owner to act as engineer from time to time for the purpose of the contract by the owner.
- 4.1.6. 'Consulting engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the owner.
- 4.1.7. The terms 'equipment', 'stores', and 'materials' shall mean and include equipment, stores and materials to be provided by the contractor under the contract.
- 4.1.8. 'Works' shall mean and include furnishing of equipment / materials at site and supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the contract.
- 4.1.9. 'Specifications' shall mean the specifications and bidding document forming a part of the contract and such other schedules as may be mutually agreed upon.
- 4.1.10. 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the owner or contractor in the performance of the contract.

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- 4.1.11. The term 'contract price' shall mean the lump sum price quoted by the contractor in his bid with additions and / or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the works.
- 4.1.12. The term 'supply portion' of the contract price shall mean the ex- works value of the equipment including port clearance, if any, inland transportation, insurance etc.
- 4.1.13. The term 'erection portion' of the contract price shall mean the value of the field activities of the works such as storage & handling, erection, testing and putting into satisfactory operation of the communication network and RTU at 132kV substations including cost of insurance.
- 4.1.14. 'Manufacturer's works' or 'contractor's works' shall mean the place of works after the Letter of award has been issued.
- 4.1.15. 'Month' shall mean the calendar month. 'Day' or 'days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'week' shall mean continuous period of 7 (seven) days.
- 4.1.16. 'Writing' shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 4.1.17. When the words 'approved', 'subject to approval', 'satisfactory' used by the manufacturer, the contractor, their collaborators / associates or sub-contractors for the performance of the contract.
- 4.1.18. 'Inspector' shall mean the owner or any person nominated by the owner from time to time, to inspect the equipment, stores or works under the contract and / or the duly authorised representative of the owner.
- 4.1.19. 'Notice of award of the contract' / 'letter of award' / 'telex of award' shall mean the official notice issued by the owner notifying the contractor that his bid has been accepted.
- 4.1.20. 'Date of contract' shall mean the date on which Notice of award of contract, 'equal to', 'proper', 'requested', 'as directed', 'where directed', 'when directed', 'determined by', 'accepted', 'permitted', or words and phrases of like importance are used the approval, judgement, direction etc. , is understood to be a function of the owner /engineer.
- 4.1.21. Test on completion shall mean such tests as prescribed in the contract to be performed by the contractor before the work is taken over by the owner.
- 4.1.22. 'Start up' shall mean the time period required to bring the equipment covered under the contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary

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inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment covered under the contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut-down, inspection and adjustment prior to the trial operation period.

- 4.1.23. 'Initial operation' shall mean the first integral operation of the complete equipment covered under the contract with the sub-system and supporting equipment in service or available for service.
- 4.1.24. 'Trial operation', Reliability test, 'Trial run', Completion test', shall mean the extended period of time after the start-up period. During this trial operation period the unit shall be operated over the full load range. The length of trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the contract.
- 4.1.25. 'Performance and Guarantee tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract documents.
- 4.1.26. The term 'Final acceptance'/'Taking over' shall mean the owner's written acceptance of the works performed under the contract, after successful commissioning/completion of performance and guarantee tests, as specified in the accompanying technical specifications or otherwise agreed in the contract.
- 4.1.27. 'Commercial operation' shall mean the condition of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner, however, shall not relieve or prejudice the contractor of any of his obligations under the contract.
- 4.1.28. 'Guarantee period' / 'maintenance period' shall mean the period during which the contractor shall remain liable for repair or renew of any defective portion of the works performed under the contract.
- 4.1.29. 'Latent defects' shall mean such defects caused by faulty material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.
- 4.1.30. 'Drawings', 'plans' shall mean all:
- (a) Drawings furnished by the owner/consultant as a basis for bid/proposal.
  - (b) Supplementary drawings furnished by the owner/consultant to clarify and to define in greater detail the intent of the contract.
  - (c) Drawings submitted by the contractor with his bid provided such drawings are acceptable to the owner/consultant.

(d) Drawings furnished by the owner/consultant to the contractor during the progress of the work, and

(e) Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the engineer/owner.

4.1.31. 'Codes' shall mean the following including the latest amendments, and / or replacement, if any:

(a) Indian electricity act, 2003, and rules and regulations made thereunder.

(b) Indian factory act, 1948, and rules and regulations made thereunder.

(c) Indian explosive act, 1884, and rules and regulations made thereunder.

(d) Indian petroleum act, 1934, and rules and regulations made thereunder.

(e) A.S.M.E. test codes.

(f) A.I.E.E. test codes.

(g) American society of materials testing codes.

(h) Standards of the bureau of Indian standards.

(i) Other internationally approved standards and / or rules and regulations touching the subject matter of the contract.

4.1.32. Words imparting the singular only shall also include the plural and vice-versa where the context so required.

4.1.33. Words imparting 'person' shall also include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

4.1.34. Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian sale of goods act (1930), failing that in the Indian contract act (1872) and failing that in the general clauses act (1897) including amendments thereof, if any.

4.1.35. In addition to the above the following definitions shall also apply,

(a) 'All equipment and materials' to be supplied shall also mean 'goods'.

(b) 'Constructed' shall also mean 'erected and installed'.

(c) 'Contract performance guarantee' shall also mean 'contract performance security'.

## 4.2. APPLICATION

4.2.1. These general conditions shall apply to the extent that they are not super-ceded by provisions in other parts of the contract.

## 4.3. STANDARDS

4.3.1. The goods supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned to the



authoritative standard appropriate to the goods then such standards shall be the latest issued by the concerned institution.

#### 4.4. LANGUAGE AND MEASURES

4.4.1. All documents pertaining to the contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

#### 4.5. CONTRACT DOCUMENTS

4.5.1. The term contract documents shall mean and include the following which shall be deemed to form an integral part of the contract:

- (a) Invitation to bid including letter forwarding the bidding documents, Instruction to Bidders, BIDDING FORMS, Purchaser's Requirements, General Conditions of Supply and Erection of MePTCL, Special Conditions of Contract and Contract Forms
- (b) Specifications of the equipment to be furnished under the contract as brought out in the accompanying technical specifications & Purchaser's Requirements.
- (c) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the contractor and the owner prior to the award of contract except to the extent of repugnancy.
- (d) All the materials, literature, data and information of any sort given by the contractor along with his bid, subject to the approval of the owner.
- (e) Letter of award and any agreed variations of the conditions of the documents and special terms and conditions of contract, if any.

4.5.2. In the event of any conflict between the above mentioned documents, the matter shall be referred to the engineer whose decision shall be considered as final and binding upon the parties.

#### 4.6. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.6.1. The contractor shall not, without the owner's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the owner in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

- 4.6.2. The contractor shall not, without the owner's prior written consent, make use of any document or information enumerated in various contract documents except for purpose of performing the contract.
- 4.6.3. The contractor shall not communicate or use in advertising, publicity or in any other medium, photographs or other reproduction of the works under this contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.
- 4.6.4. Any document, other than the contract itself, enumerated in various contract documents shall remain the property of the owner and shall be returned (in all copies) to the owner on completion of the contractor's performance under the contract if so required by the owner.

## 4.7. **CONSTRUCTION OF THE CONTRACT**

- 4.7.1. Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a divisible Supply and Erection contract.

Award shall be placed on the successful bidder as follows:

- (j) First Contract: For ex-works supply of all equipment and materials including mandatory spares.
- (ii) Second Contract: For providing all other services like inland transportation, insurance, for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the 'First Contract' and any other services specified in the bid documents.
- (iii) Both these Contracts will contain interlinking cross-fall breach clause specifying that breach of one contract will constitute breach of the other Contract.
- 4.7.2. In case of divisible supply and erection contract, or where the owner hands over his equipment to the contractor for executing, then the contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favour of the owner in the form acceptable to MePTCL for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said contract.
- 4.7.3. The contract shall in all respects be construed and governed according to Indian laws.
- 4.7.4. It is clearly understood that the total consideration for the contract(s) has been broken up into various components only for the convenience of payments.

## 4.8. JURISDICTION OF CONTRACT

4.8.1. The laws applicable to the contract shall be the laws in force in India. The courts of Shillong shall have exclusively jurisdiction in all matters arising under this contract.

## 4.9. MANNER OF EXECUTION OF CONTRACT

4.9.1. After receipt of the letter of award, the contractor will prepare the contract agreement in accordance with Section-6 Contract Form No. 2, which shall be signed within 30 (thirty) days of the acceptance of the letter of award, at the office of the owner at Shillong on a date and time to be mutually agreed. The contractor shall provide for the signing of the contract, performance guarantee in three copies, appropriate power of attorney and other requisite materials. In case the contract is to be signed beyond the stipulated time, the bid security submitted with the proposal will have to be extended accordingly.

4.9.2. The agreement will be signed in six originals and the contractor shall be provided with one signed original and rest will be retained by the owner.

4.9.3. The contractor shall provide free of cost to the owner all the Engineering data, drawings and descriptive materials submitted with the bid, in at least six copies to form a part of the contract immediately after issue of letter of award.

4.9.4. Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least 7 (seven) true copies of agreement within 10 (ten) days after the signing of the contract.

## 4.10. ENFORCEMENT OF TERMS

4.10.1. The failure of either party to enforce at any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

## 4.11. COMPLETION OF CONTRACT

4.11.1. Unless otherwise terminated under the provisions of any relevant clause, this contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'guarantee' in this section.

## B. GUARANTEES & LIABILITIES

## 4.12. TIME – THE ESSENCE OF CONTRACT

4.12.1. The time and the date of completion of the contract as stipulated in the contract by the owner without or with modifications, if any, and so incorporated in the letter of award, shall be deemed to be the essence of the contract. The contractor shall so organise his resources and perform his work so as to complete it not later than the date agreed to.

4.12.2. The contractor shall submit a detailed PERT network within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and erection activities within 15 (fifteen) days of the notice of award/letter of award of contract. This network shall indicate the interface facilities to be provided by the owner and the dates by which such facilities are needed. The contractor shall discuss the network so submitted with the owner and the agreed network shall form part of the contract documents. During the performance of the contract, if in the opinion of the engineer, proper progress is not maintained, suitable changes shall be made in the contractor's operations to ensure proper progress without any cost implication to the owner. The interface facilities to be provided by the owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the contractor.

4.12.3. Based on the above agreed PERT network, fortnightly reports shall be submitted by the contractor as directed by the engineer.

4.12.4. Subsequent to the finalisation of the network, the contractor shall make available to the engineer a detailed manufacturing programme, in line with the agreed contract network. Such manufacturing programme shall be reviewed, updated and submitted to the engineer once every two months thereafter.

4.12.5. The above PERT network / manufacturing programme shall be compatible with the owner's computer environment and furnished to the owner on such media as may be desired by the owner.

## 4.13. EFFECTIVENESS OF CONTRACT

4.13.1. The contract shall be considered as having come into force from date of the notification of award unless otherwise provided in the notification of award.

## 4.14. LIQUIDATED DAMAGES

### 4.14.1. *For Equipment portion (excluding spares)*

4.14.1.1. If the contractor fails to deliver equipment & materials within the time fixed under the contract, the contractor shall pay to the owner as liquidated damages

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and not as penalty, a sum specified for each specified period of delay. The details such liquidated damages are brought out in the accompanying special conditions of contract (SCC).

4.14.1.2. Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

4.14.1.3. The total amount of liquidated damages for delay under the contract will be subject to a maximum of 10% of the contract price.

## 4.14.2. *For Spares*

4.14.2.1. Unless otherwise specified in the special conditions of contract, the liquidated damages for delay in supply of spares, beyond the dates stipulated shall be ½% (half percent) of the price of undelivered spares, per week or part thereof.

4.14.2.2. The total amount of liquidated damages for delay under the contract will be subject to a maximum of 10% (ten percent) of the value of spares ordered unless otherwise specifically mentioned in special conditions of contract.

4.14.2.3. Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the contractor as detailed in technical specifications/special conditions of contract. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any, payable under any other clause of conditions of contract.

## 4.15. **GUARANTEE**

4.15.1. The contractor shall warrant that the equipment will be new, unused and in accordance with the contract documents and free from defects in materials and workmanship for a period of 12 (twelve) calendar months commencing immediately upon the satisfactory commissioning. The contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufactured or those of his sub-contractor, under normal use and arising solely from faulty design, materials and / or workmanship and such replaced/ defective parts shall be returned to the contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the line is under the supervision of the contractor's supervisory engineer.

4.15.2. In the event of any emergency where in the judgement of the engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer

or a third party chosen by the engineer without advance notice to the contractor and the cost of such work shall be paid by the contractor. In the event such action is taken by the engineer, the contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the contractor of his liabilities under the terms and conditions of the contract.

- 4.15.3. If it becomes necessary for the contractor to replace or renew any defective portions of the works, the provisions of this clause shall apply to point of the works so replaced or renewed until the expiry of 12 (twelve) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the engineer may proceed to do the work at the contractor's risk and cost, but without prejudice to any other right, when the owner may have against the contractor in respect of such defects.
- 4.15.4. The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repair.
- 4.15.5. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the contractor, the same shall be borne by the contractor.
- 4.15.6. The acceptance of the equipment by the engineer shall in no way relieve the contractor of his obligations under this clause.
- 4.15.7. In the case of those defective parts, which are not repairable at site but essential for the commercial operation of the equipment, the contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 4.15.8. At the end of the guarantee period, the contractor's liability ceases except for latent defects. For latent defects, the contractor's liability as mentioned in clauses 15.1 through 15.5 above, shall remain till the end of 5 (five) years from the date of completion of guarantee period.

In respect of goods supplied by sub-contractors to the contractor, where a longer guarantee (more than 12 months) is provided by such sub-contractor. The owner shall be entitled to the benefit of such longer guarantees.

- 4.15.9. The provisions contained in this clause will not be applicable:

- (i) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

- (ii) In cases of normal wear and tear of the parts to be specifically mentioned by the contractor in the offer.

#### 4.16. TAXES, PERMITS & LICENCES

4.16.1. The contractor shall be responsible for payment of all non-Indian taxes, duties, levies, lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income & property only.

#### 4.17. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

4.17.1. If during the performance of the contract, the engineer shall decide and inform in writing to the contractor that the contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within 7(seven)days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment / materials upto the standards of the specifications. In case the contractor fails to do so, the engineer may on giving the contractor 7 (seven) days notice inviting of his intention to do so, proceed to remove the portion of the works so complained of and at the cost of the contractor perform all such works, furnish all such equipment / materials provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

4.17.2. In the event, the equipment and materials or any portion thereof are damaged or loss during transit, the owner shall give notice to the contractor setting forth that particulars of such equipment and materials damaged or loss during transit. The replacement of such equipment and materials to be effected by the contractor, free of all costs, including handling and transportation charges up to site, within a reasonable time to avoid unnecessary delay in commercial operation of the equipment.

4.17.3. Replacement of defective parts or materials during guarantee period shall be in accordance with the clause entitled 'guarantee' above.

4.17.4. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the owner of the extra cost, of such replacement procured including handling and transportation to site as provided for in the contract, such extra cost

being the ascertained difference between the price paid by the owner for the such replacement and the contract price by portion for such defective equipment / materials / works and repayments of any sum paid by the owner to the contractor in respect of such defective equipment / materials. Should the owner not so replace the defective equipment / materials the contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective equipment / materials.

#### **4.18. PATENT RIGHT AND ROYALTIES**

4.18.1. Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of any award of damages, the contractor shall pay for such damages. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy / comply with any decree, order or award made against the owner. But it shall be understood that no such work, material or thing has been used by the owner for any purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under this specification. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the contractor, is in such suit or proceeding held to constitute infringement and its used enjoined, the contractor shall at his option and at his own expense, either procure for the owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non – infringing apparatus or equipment or modify it so it becomes non- infringing.

#### **4.19. DEFENCE OF SUITS**

4.19.1. If any action in court is brought against the owner or engineer or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives, or his sub-contractors, or in connection with any claims



based on lawful demands of sub-contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner and the engineer and / or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### **4.20. LIMITATIONS OF LIABILITIES**

4.20.1. The final payment by the owner in pursuance of the contract shall mean the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee / warranty period, and till such time as the contractual liabilities and responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on account payments.

#### **4.21. ENGINEER'S DECISION**

4.21.1. In respect of all matters which are left to the decision of the engineer including the granting or with loading of the certificates, the engineer shall, if required to do so by the contractor, give in writing a decision thereon.

4.21.2. If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer, within 15 (fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the engineer's decision and the decision shall become final and binding.

4.21.3. The engineer's decision and filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and decision of the engineer as render shall be promptly observed.

#### **4.22. POWER TO VARY OR OMIT WORK**

4.22.1. No alterations, amendments, omissions, suspensions or variations of the works ( herein after referred to as 'variation') under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have full powers subject to the provisions herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the contract documents. If any suggested variations would, in the opinion of the contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the

contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith whether or not, the same shall be carried out and if the engineer confirms his instructions, the contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.

- 4.22.2. In the event of engineer requiring any variation, a reasonable and proper notice shall be given to the contractor to enable him to work his arrangement accordingly, and in cases where work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 4.22.3. In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the contractor, involved a claim for additional payment, the contractor shall immediately and in no case later than 30 (thirty) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to the effect. But the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 4.22.4. If any variation in the works results in a reduction of contract price, the parties shall agree, in writing so to the extent of any change in the price, before the contractor proceeds with the change.
- 4.22.5. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 4.22.6. Notwithstanding any stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'change of quantity' in section GCC of this contract. The contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the contract documents. However the contract price shall be adjusted at the rates and the prices provided for the original quantities in the contract.

### 4.23. **ASSIGNMENT AND SUB-LETTING OF CONTRACT**

- 4.23.1. The contractor may, after informing the engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for

minor details or for any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified suppliers shall be subjected to approval by the engineer. The experience list of equipment vendors under considerations by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items / equipment. Such assignment/subletting shall not relieve the contractor of any obligation, duty or responsibilities under the contract. Any assignment as above without prior written approval of engineer shall be void.

4.23.2. For components/equipment procured by the contractor for the purposes of the contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendor's quality control organisation, the relevant reference documents / standard used, acceptance level, inspection documentation raised etc. Such quality plans of the successful vendors shall be discussed and finalised in consultation with the engineer and shall form a part of the purchase order/ contract between the contractor and the vendor. Within 3 (three) weeks of the release of the purchase orders/contracts for such bought-out items / components, a copy of the same without price details, but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the contractor.

#### 4.24. **CHANGE OF QUANTITY**

4.24.1. During the execution of the contract, the owner reserves the right to increase or decrease the quantities of items under the contract but without any change in unit price or other terms and conditions. Such variations unless otherwise specified in the accompanying special conditions of contract and / or technical specifications, shall not be subjected to any limitations for the individual items but the total variations in all items under the contract shall be limited to a percentage of the contract price as specified in the special conditions of contract.

4.24.2. The contract price shall accordingly be adjusted based on the unit rates available in the contract for the change in quantities as above. The base unit rates, as identified in the contract shall however remain constant during the currency of the contract, except as provided for in clause 33.0 below. In case the unit rates are not available for the change in quantity, the same shall be subject to mutual agreement.

## 4.25. **PACKING, FORWARDING AND SHIPMENT**

4.25.1. The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.

4.25.2. The contractor shall notify the owner of the date of each shipment from works, and the expected date of arrival at the site for the information of the owner.

4.25.3. The contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.

4.25.4. The following documents shall be sent by registered post to the owner within 3 (three) days from the date of shipment, to enable the owner to make progressive payments to the contractor:-

(a) Application for payment in the standard format of the owner.

(b) Invoice (3 copies).

(c) Packing list (3 copies).

(d) Pre-despatch clearance certificate, if any (2 copies)

(e) Test certificate, wherever applicable (2 copies)

(f) Insurance certificate (2 copies).

4.25.5. The contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment despatched to site. The contractor shall further be responsible for making all necessary arrangements, for loading, unloading and other handling right from his works up to the site and also for all supervision activities, if required, till the equipment is erected, tested and commissioned.

## 4.26. **CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS**

4.26.1. The contractor shall co-operate with all other contractors or tradesmen and consulting Engineer of the owner and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with a copy of all correspondence addressed by the contractors to other contractors and consulting Engineers of the owner in respect of such exchange of technical information.

## 4.27. NO WAIVER OF RIGHTS

4.27.1. Neither the inspection by the owner or the Engineer or any of their officials, employees, or agents nor any order by the owner or Engineer for payment of money or any payment for an acceptance of, the whole or any part of the works by the owner or the engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the contract, or of any power herein reserved to the owner or any right to damages herein provided nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

## 4.28. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

4.28.1. No interim payment certificate of the engineer, nor any sum paid on account by the owner, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligation for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificates shall create liability for the owner to pay for alterations, amendments, variations, or additional works not ordered, in writing, by the engineer or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of owner against the contractor.

## 4.29. PROGRESS REPORTS AND PHOTOGRAPHS

4.29.1. During the various stages of the work in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as, charts, net-works, photographs, etc. Such progress shall be in the form and size as may be required by the engineer and shall be submitted in at least 3 (three) copies.

## 4.30. TAKING OVER

4.30.1. Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the

commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

## C. CONTRACT SECURITY AND PAYMENTS

### 4.31. CONTRACT PERFORMANCE GUARANTEE

4.31.1. The contractor shall furnish contract performance guarantee(s) for the proper fulfillment of the contract in the prescribe form within 15 (fifteen) days of 'Notice of Award of Contract'. The performance guarantee(s) shall be as per terms prescribed in section -6.

### 4.32. CONTRACT PRICE ADJUSTMENT

4.32.1. The Contract Price shall not be subjected to Adjustment. The Contract Price shall be **FIRM.**

### 4.33. PAYMENT

4.33.1. The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guide lines and conditions specified herein and in the special conditions of contract. 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

### 4.34. Currency of Payment

4.34.1. All payments under the contract shall be in Indian rupees only.

### 4.35. Due dates for Payment

4.35.1. The initial advance amount shall be payable after fulfillment of all the conditions laid down in the Special Conditions of Contract, Clause 4.36.1 below and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. The price component of the initial advance amount will become due for payment within thirty (30) days of receipt of the Contractor's invoice. Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying special conditions of contract. Progressive payments will become due to and payable by the owner within 30(thirty) days of the date of receipt of contractor's bill / invoice by the owner, provided the documents submitted are complete in all respects.

### 4.36. Payment Schedule

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4.36.1. The contractor shall prepare and submit to the Engineer for approval, a break-up of the contract price. This contract price break-up shall be interlinked with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition in clause 4.12 of this section GCC of this contract. Any payment under the contract shall be made only after the contractor's price break-up is approved by the engineer. The aggregate sum of the contractor's price break-up shall be equal to the lump sum contract price. A price breakup over valuing those items of supply which will be shipped first will not be accepted.

## 4.37. **Application for payment**

4.37.1. The contractor shall submit application for the payment in the prescribed proforma of the owner. Proforma of application for payment is enclosed as Appendix – I of Section-6 of this contract.

4.37.2. 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 pursuant to the contract, up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

4.37.3. Every interim payment certificate shall certify the contract value of the works executed upto the date mentioned in the application for the payment certificate provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of engineers, does not comply with the contract, or has been performed, at the date of certificate prematurely.

## 4.38. **Mode of payment**

4.38.1. Payments due shall be made by the owner through owner's bank or directly to the contractor as per the payment schedule.

4.38.2. The payment of the test charges if any, price adjustment, any other supply payment, taxes and duties (whenever admissible), inland transportation (including port handling), insurance and the erection portion of the works shall be made direct to the contractor by the owner.

## 4.39. **Terms of payment**

4.39.1. The terms of payment for various activities under the contract are in accordance with Appendix – I of Section- 6 of this contract

4.39.2. All further payments under the contract shall be made as stipulated in the Special conditions of contract after signing the contract agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch

documents as specified in L/C conditions and/or in the relevant contract conditions which will inter-alia include the Material Inspection Clearance Certificate (MICC) issued by the owner's Corporate QA&I representatives.

Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the other by the Engineer's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.

#### **4.40. Inland Transportation & Insurance**

4.40.1. 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 in 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.

#### **4.41. Contract variation**

4.41.1. Any increase in contract price due to contract variations in terms of Clause 22.0 and sub-clause 24.1 (if any) of this section, shall be payable in the similar manner as provided in clause 33.7.2 above except that contract variations amount corresponding to advance payment, if any, stipulated shall be clubbed with the first progressive payment of that equipment. Any reduction in contract price as per contract variations shall be effected by recovering 100% of the reduction amount (including the advance) from any of the contractor's bills falling immediately due for payment.

### **D. SPARES**

#### **4.42. SPARES**

4.42.1. All the spares for the equipment under the contract will, strictly, conform to the specification and documents and will be identical to the corresponding main equipment/components supplied under the contract and shall be fully interchangeable.



- 4.42.2. All the mandatory spares covered under the contract shall be produced alongwith the main equipment as a continuous operation and the delivery of the spares will be affected alongwith the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended spares has been placed with the contractor prior to commencement of manufacture of the main equipment.
- 4.42.3. The quality plan and the inspection requirement finalized for the main equipment will also be applicable for the corresponding spares.
- 4.42.4. The contractor will provide the owner with the manufacturing drawings, catalogues, assembly drawings and any other document required by the owner so as to enable the owner to identify the recommended spares. Such details will be furnished to the owner as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.
- 4.42.5. The contractor will provide the owner with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the contract and will further ensure with his vendors that the owner, if so desires, will have the right to place order(s) for spares directly on them on mutually agreed terms based on offers of such vendors.

#### 4.43. **WARRANTY FOR SPARES**

The contractor shall warrant that all spares supplied will be new and in accordance with contract documents and will be free from defects in design, materials and workmanship and shall further guarantee as under:

- 4.43.1. For 3(three) years operational spares (both mandatory and recommended)
- (a) For any item of spares ordered or to be ordered by the owner for 3(three) years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the warranty will be 12(twelve) months from the scheduled date of commercial operation of the last unit of main equipment under the contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the owner unless a joint examination and analysis by the owner and the contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same warranty as applicable to the

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replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the contractor as soon as they have been replaced by the contractor.

**(b)** For the item of spares ordered/to be ordered by the owner for 3(three) years operational requirement of the equipment, which with the written approval of the owner, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/component, will be warranted for 6000 hrs of trouble free operation if used within a period of 18(eighteen) months (reckoned from the date of delivery at site). However, if such spare parts are put to use after 18(eighteen) months of the delivery at site then the guarantee of such spares will stand valid till the expiry of 36(thirty six) months from the scheduled date of the completion of commissioning of the last unit of equipment or 6000 hrs of trouble free operation after such spares are put in service, whichever is earlier.

**(c)** For long term requirement.

For items of spares that may be ordered by the owner to cover requirements beyond 3(three) years of initial operation of the plant, the warranty will be till the expiry of 6000 hrs of trouble free operation if used within a period of 18(eighteen) months from the date of delivery at site. For items of spares that may be used after 18(eighteen) months from the date of delivery at site, the warranty period will be 12(twelve) months from the date they are put to use or 6000 hrs of trouble free operation, whichever is earlier.

4.43.2. The warranty of spares that are not used within 18(eighteen) months from the respective dates of the delivery at site covered in Para (b) & (c) above will, however, be subject to the condition that all such spares have been stored/maintained/preserved in accordance with contractor's standard recommended practice, if any, and the same have been furnished to the owner.

4.43.3. To enable the owner to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment in addition to necessary technical details catalogue and such other information brought-out here-in-above, the contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the price quoted by the contractor to the owner are not higher than those charged by them from other customers in the same period.

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- 4.43.4. In addition to the spares recommended by the contractor, if the owner further identifies certain particular items of spares, the contractor will submit the prices and delivery quotations for such spares within 30(thirty) days of receipt of such request with validity period for 6(six) months for consideration by the owner and placement of order for additional spares if owner so desires.
- 4.43.5. The contractor shall guarantee the long-term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment, he shall give the owner at least 12(twelve) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to sub-contractor of any spares by the contractor or his sub-contractors. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors, the contractor will provide the owner, two years in advance, full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.
- 4.43.6. Further in case of discontinuance of supply of spares by the contractor or his sub-contractors, the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.
- 4.43.7. The prices of all future requirements of items of spares beyond 3(three) years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by owner as part of mandatory spares or recommended spares. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main contract excepting that the base indices will be counted from the scheduled date of successful completion of trial operation of the last equipment under the main project and there will be no ceiling on the amount of narration in the prices. The above option for procuring future long term requirement of spares by the owner shall remain valid for a period of 5(five) years from successful completion of commissioning of last unit of equipment.
- 4.43.8. The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with above sub-clause. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

4.43.9. In case the contractor fails to supply the mandatory, recommended or long term spares in accordance with the terms stipulated above, the owner shall be entitled to purchase the same from alternate sources at the risk and the cost of the contractor and recover from the contractor, the excess amount paid by the owner over the rates worked out on the above basis. In the event of such risk purchase by the owner, the purchases will be as per the works and procurement policy of the owner prevalent at the time of such purchases and the owner at his option may include a representative of the contractor in finalising the purchases.

4.43.10. It is expressly understood that the final settlement between the parties in terms of the relevant clauses of the bidding documents shall not relieve the contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged in writing by the owner.

## **E. RISK DISTRIBUTION**

### **4.44. TRANSFER OF TITLE**

4.44.1. Transfer of title in respect of equipment and materials supplied by the contractor to the owner pursuant to the terms of the contract shall pass on to the owner with negotiation of dispatch documents.

4.44.2. This transfer of title shall not be construed to mean the acceptance and the consequent 'taking over' of equipment and materials. The contractor shall continue to be a responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until 'taking over' and the fulfillment of guarantee provisions of this contract.

4.44.3. This transfer of title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitle 'insurance' of this section.

### **4.45. INSURANCE**

4.45.1. The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under – writer in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time till 60 (sixty) days after the equipment and materials under the contract reach site, shall be of

contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibility and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the owner and the contractor. The contractor shall, however, be authorized to deal directly with insurance company or companies and shall be responsible regard to maintenance of insurance covers. Further, the insurance should be in freely convertible currency.

4.45.2. Any loss or damage to the equipment during handling, transportation, etc. till 60 (sixty) days after the equipment and materials under the contract reach site shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and / or replacement of the equipment damage or lost. The contractor shall provide the owner with copies of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least 60 (sixty) days in advance regarding the expiry / cancellation and / or change in any of such documents and ensure revalidation, renewal etc. as may necessary well in time.

4.45.3. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risk, miscellaneous accident, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risk and other costs till the equipment are delivered to the last site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement/rectification value of all equipment/material and to ensure their availability as project requirements.

4.45.4. All costs on account of insurance liabilities covered under the contract will be on contractor account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, asks the contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The contractor, while arranging the insurance

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shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

4.45.5. The clause entitled insurance under the section-SCC of this contract covers the additional insurance requirements for the portion of the works to be performed at the site.

## 4.46. LIABILITY FOR ACCIDENTS AND DAMAGES

4.46.1. Under the contract, the contractor shall be responsible for loss or damage to the equipment until the successful completion of commissioning of the project.

## 4.47. DELAYS BY OWNER OR HIS AUTHORIZED AGENTS

4.47.1. In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of the contract. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.

4.47.2. In addition, the contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

## 4.48. DEMURRAGE, WHARFAGE ETC.

4.48.1. All demurrage, wharfage and other expenses incurred after equipment and materials reach site, due to delayed furnishing of dispatch documents or any other reason attributable to the contractor shall be to the account of the contractor.

## 4.49. FORCE MAJEURE

4.49.1. Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- (a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- (b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

4.49.2. Provided either party shall within 15(fifteen) days from the occurrence of such a cause notify the other in writing of such causes.

4.49.3. The contractor or the owner shall not be for delays in performing his obligations resulting from any force majeure cause as referred to and / or defined above.

4.49.4. The date of completion will, subject to hereafter provided, be extended by a reasonable time even though such cause may occur after contractor's performance of obligation has been delayed due to other causes.

#### 4.50. **SUSPENSION OF WORK**

4.50.1. The owner reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provision of the contract. Order for suspension or reinstatement of the works will be issued by the engineer to the contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

4.50.2. Any necessary and demonstrable cost incurred by the contractor as a result of such suspension of the works will be paid by the owner, provided such costs are substantiated to the satisfaction of the engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

#### 4.51. **CONTRACTOR'S DEFAULT**

4.51.1. If the contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within 30(thirty) days from the date of serving the notice, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the contract to take the work wholly or in part out of the contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the contract by him to the contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing

the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed.

4.51.2. In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 14.0 of this section.

4.51.3. Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the contractor to reduce the value of the contract performance guarantee nor the time thereof. The contract Performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

#### 4.52. **TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

4.52.1. The owner reserve the right to terminate the contract either in part or in full due to reason other than those mentioned on the clause entitled contractor's default. The owner shall in such an event give 15(fifteen) days notice in writing to the contractor of his decision to do so.

4.52.2. The contractor upon receipt of such notice shall discontinue the work on the date and to the extend specified in the notice, make all reasonable efforts to obtain cancellation of all others and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the works acquired under the contract by the owner.

4.52.3. In the event of such termination the contractor shall be paid compensation equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

4.52.4. If the contractor is an individual or of proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to estate of deceased contractor and/or to the surviving partners of the contractor's firm on



account of the cancellation of the contract. The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor/s firms cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the contract.

#### **4.53. FRUSTRATION OF CONTRACT**

4.53.1. In the event of frustration of the contract because impossibility in items of section 56 of the Indian contract act, the parties shall be absolved of their responsibility to perform the balance portion of contract, subject to provisions contained in sub-clause 4.53.3 below.

4.53.2. In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the owner) and/or contractor then the works under the contract shall be suspended.

4.53.3. Furthermore, if the owner is unable to make satisfactory alternative arrangements for financing to the contractor in accordance with the terms of the contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the contract treating it as frustration of the contract.

4.53.4. In the event referred to in sub-clauses 4.53.1 and 4.53.2 above, the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on 'quantum merit' basis which shall be determined by mutual agreement between the parties.

#### **4.54. GRAFTS AND COMMISSIONS ETC**

4.54.1. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any monies otherwise due to contractor under the contract.

## **F. RESOLUTION OF DISPUTES**

## 4.55. SETTLEMENT OF DISPUTES

4.55.1. Any dispute(s) or difference (s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.

4.55.2. If any dispute or difference of any kind whatsoever shall arise between the owner and the contractor, arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the engineer, who within a period of 30(thirty) days after being requested by either party to do so, shall give written notice of his decision to the owner and the contractor.

4.55.3. Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the contractor who shall proceed with the works with all due diligence, whether he or the owner requires arbitration as hereinafter provided or not.

4.55.4. If after the engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to his by either party within 30(thirty) days from the receipt of such notice, the said decision shall become final and binding on the parties.

4.55.5. In the event of the engineer failing to notify his decision as aforesaid within 30(thirty) days after being requested as aforesaid, or in the event of either the owner or the contractor being dissatisfied with any such decision, or within 30(thirty) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

## 4.56. ARBITRATION

4.56.1. All disputes or differences in respect of which the decision, if any, of the engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner as follows

4.56.1.1. The arbitration shall be conducted by three arbitrators, one each to be nominated by the contractor and the owner and the third to be appointed as an umpire by both the arbitration in accordance with the Indian arbitration act. If either of the parties fail to appoint its arbitrator within 60(sixty) days after receipt of a notice from the other party invoking the arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

4.56.1.2. The arbitration shall be conducted in accordance with the provisions of the Indian arbitration act, 1940 or any statutory modification thereof. The venue of arbitration shall be Shillong.

4.56.2. The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

4.56.3. The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the engineer in accordance with the contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments out before the engineer for the purpose of obtaining the said decision.

4.56.4. No decision given by the engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

4.56.5. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

#### 4.57. **RECONCILIATION OF ACCOUNTS**

4.57.1. The contractor shall prepare and submit every six month, statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the owner. The contractor shall also prepare and submit a detailed account of owner's issued materials, materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the owner before the award of contract.

#### 4.58.0 **SAFETY PRECAUTIONS**

4.58.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Owner or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Project Manager, as he may deem necessary.



**Section - 5**

**Special Conditions of Contract**

## Section 5 - Special Conditions of Contract

*This Section 'SCC' is supplementary to Section -4 'General Conditions of Supply and Erection of MePTCL'.*

*Whenever there is a conflict, the provisions in this Section and BDS shall prevail over those in the 'General Conditions of Supply and Erection of MePTCL'.*

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## Section - 5

### Special Conditions of Contract

#### 5.1.0 DEFINITION OF TERMS

"Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" means the documents listed in Article 1.1 (Contract Document) of the Contract Agreement (including any amendments thereto).

"Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

"Day" means

calendar day

"Year" means 365

days.

"Month" means calendar month.

"Party" means the "Purchaser" or the "Supplier", as the context requires.

"Purchaser" means the Meghalaya Power Transmission Corporation Limited (in short MePTCL) and its assignees.

The "Supplier" shall mean the tenderer / bidder whose tender/ bid has been accepted by the "Purchaser" and shall include the bidder's legal representatives, successors and assignees.

"Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

"Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

"Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

The "Specification" shall mean the "Purchaser's Requirements".

"Supplier" means the natural person, a company/firm, or a combination of these, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

#### 5.2.0 CONTRACT DOCUMENTS

5.2.1. Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

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## 5.3.0 LEGAL JURISDICTION

5.3.1. For any litigation arising out of the contract which cannot be resolved through mutual agreement or through Arbitration the honorable Guwahati High Court will have sole jurisdiction of all settlements.

## 5.4.0 LANGUAGE

5.4.1. The ruling language of the Contract shall be English.

## 5.5.0 SCOPE OF SUPPLY

The Goods and Related Services to be supplied shall be as specified in Schedule No. 1, Schedule No. 1A and Schedule No. 2 of Section -2, Bidding Forms.

Unless otherwise stipulated in expressly limited in the *Purchaser's Requirements*, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

## 5.6.0 DELIVERY SCHEDULE

5.6.1 For the purpose of determining the completion time of the Contract, the date on which the Supplier signs the Contract Agreement, shall be taken as Commencement Date of the contract.

5.6.2 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Article 3 of the Contract Agreement (Contract Forms) or within such extended time to which the Supplier shall be entitled under *SCC Clause 5.17.0* hereof.

## 5.7.0 CONTRACT PRICE

The Contract Price shall be as specified in **Article 2 (Contract Price)** of the Contract Agreement.

Unless an escalation clause is provided for in the **Article 2 (Contract Price)**, the Contract Price shall be a firm and shall not be subject to any alteration, except in the event of a Change in the Works or as otherwise provided in the Contract.

## 5.8.0 TERMS OF PAYMENT

5.8.1 The Contract Price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.

5.8.2 Payment against Goods and F&I (Price Schedule 1 & 1A) shall be made as follows:-

Payment would be admissible from the date of receipt of the plants/ materials /equipment at site in full and good condition less deduction of Retention Money (as per *SCC Clause 5.10.0*) and advance (if and as applicable as per *SCC Clause 5.8.4*) and as per terms and conditions stipulated in the Contract Agreement.

Payments as above will be made under following conditions:-

- a. Advance copy of bills in duplicate and following documents are received sufficiently in advance:
  - Suppliers invoice showing LOA reference, Goods description, quantity dispatched, unit price, total amount (6 Copies);
  - Packing List;
  - Railway receipt/ LR;



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- Manufacturer's guarantee certificate of Quality;
- Material inspection Clearance Certificate for dispatch issued by Purchaser;
- Insurance certificate;
- Physical verification certificate of material received at site by Purchaser/Purchaser's site representative.

- b. Any charges on account of late intimation and/or delivery of documents by the Bank are to be borne by the Supplier.
- c. The supplier should intimate the dispatch of each and every consignment to the "Purchaser" and the Consignee.
- d. All Bank charges are to be borne by the Supplier.

5.8.3 Payment against Installation and Other Services (Price Schedule 2) shall be made as follows:-

Payment up to 100% of erection items will be made against progressive monthly bills within six (6) weeks from the date of submission of bills less deduction of Retention Money (as per **SCC Clause 5.10.0**) and advance (if and as applicable as per **SCC Clause 5.8.4**) and as per terms and conditions stipulated in the Contract Agreement.

## 5.8.4 ADVANCE PAYMENT

No advance payment is applicable for this contract.

## 5.9.0 PERFORMANCE SECURITY DEPOSIT

5.9.1 In case the Supplier is a manufacturer, the Supplier shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favour of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period.

5.9.2 In case the Supplier is not a Manufacturer, then this performance security shall be to the extent of 12.5% (twelve point five per cent) of the total value of the order.

If the Supplier fails or neglects to observe, perform any of his obligations under the contract, it will be lawful for the "Purchaser" to forfeit either in full or in part at his absolute discretion, the security deposit furnished by the supplier.

No interest shall be payable on such deposits.

## 5.10.0 RETENTION MONEY

In addition to above Performance Security deposit, 5% value of each progressive bill will be retained by the Purchaser as 'Retention Money'. The amount will be held by the Purchaser till the supply and related services under the contract is completed.

No interest shall be payable on such retentions.

## 5.11.0 WARRANTY

The Supplier/Manufacturer warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier/Manufacturer further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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The warranty shall remain valid for *eighteen (18) months* after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Purchaser's Requirement, or for *twelve (12) months* after the date of successful commissioning, whichever period concludes earlier.

If during the Period Warranty any defect should be found, the Purchaser shall give Notice to the Supplier/Manufacture stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier/Manufacturer to inspect such defects.

If having been notified, the Supplier/Manufacturer fails to remedy the defect within a period of 15 (fifteen) days, the Purchaser may, following notice to the Supplier/Manufacturer, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due the Supplier or claimed under the Performance Security.

## **5.12.0 COPYRIGHT ETC**

5.12.1. The Supplier shall indemnify the purchaser against all claims actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India by the use of any equipment supplied by the Supplier but such indemnity shall not cost any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

## **5.13.0 QUANTITY VARIATION**

5.13.1. "Purchaser" shall have the right to increase the ordered quantity by 20% within 50 days of the period of completion and the same shall be carried out at the same rates /prices and terms and conditions stipulated in the order except in regard to completion schedule, which shall be mutually agreed upon in case of enhancement of the ordered quantity.

## **5.14.0 INSPECTION AND TESTING**

5.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 3, Purchaser's Requirements.

5.14.2 The inspections and tests may generally be conducted on the premises of the Supplier/Manufacture, at point of delivery. Subject to Sub-Clause 5.14.3, The Supplier shall furnish, all reasonable facilities and assistance, including access to drawings and production data to the inspectors at no charge to the Purchaser.

5.14.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in SCC Sub-Clause 5.14.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

5.14.4 Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give a reasonable advance notice (not less than 30 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

5.14.5 The Supplier/manufacture shall provide the Purchaser with a certified report of the results of any such test and/or inspection.

5.14.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or

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parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to SCC Sub-Clause 5.14.4

5.14.7 If it is agreed between the Purchaser and the Supplier that the Purchaser shall not attend the test and/or inspection, then the Supplier may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.

5.14.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to SCC Sub- Clause 5.14.5 & 5.14.7, shall release the Supplier from any warranties or other obligations under the Contract.

## 5.15.0 INSURANCE

The "Supplier" shall, have, unless, otherwise specified by the Purchaser, insure the materials through their underwrites at their cost and shall keep it insured against any loss/ damaged/ pilferage in transit, destruction or damage by fire/ flood, without exposure to vagaries of weather or through riot, civil commotion, war or rebellion, for the full value of the materials until the materials are received at the purchaser's destination store.

The "Supplier" shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee. The Purchaser will discharge consignee's responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers.

In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Supplier shall replace free of cost missing / damaged / lost materials within 30 (thirty) days from the receipt of report thereof from the consignee(s) without waiting for settlement of their claims with their carriers / under-writers. Normally, such reports from the consignee(s) to the supplier shall be initiated within a period of 30 (thirty) days from the date of receipt of each consignment by him /them.

If it is considered necessary that the damage equipment either in part or in full to be sent back to the manufacturer's works for repair, the manufacturers/ suppliers will furnish the Bank Guarantee for the full value of equipment needing repairs and such Bank Guarantee shall remain valid till such time, the equipment are repaired and returned to the consignee in good condition. The to and fro freight, handling and insurance charges in such cases will be borne by the Supplier.

Unless, otherwise mutually agreed upon, in case of failure by the Supplier to replenish /make good of the loss

/damage /short supplied quantities, within the stipulated period, the Purchaser reserves the right to forfeit the security deposit and/ or adjust any outstanding payment to the "Supplier" with the Purchaser or take any other appropriate action.

## 5.16.0 FORCE MAJEURE

"Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority

- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **SCC Clause 5.17.0**.

## 5.17.0 EXTENSION OF TIME FOR COMPLETION

The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the scope of works by the Purchaser; which justifies extension of completion time as provided in **SCC Clause 5.13.0**; and
- (b) any occurrence of Force Majeure as provided in **SCC Clause 5.16.0**.

Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Purchaser's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Purchaser and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept the Purchaser's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to a Dispute Board, pursuant to **SCC Sub-Clause 5.20.0**.

## 5.18.0 LIQUIDATED DAMAGE

The Supplier guarantees that it shall attain Completion of the Works within the Time for Completion specified in the Contract Agreement pursuant to **SCC Sub-Clause 5.6.2**, or within such extended time to which the Supplier shall be entitled under **SCC Clause 5.17.0** hereof.

If the Supplier fails to attain Completion of the Works within the Time for Completion or any extension thereof under **SCC Clause 5.17.0**, the Supplier shall pay to the Purchaser liquidated damages at the rate of **½ % (half percent)** of the total Contract Price per week or part thereof of delay. The aggregate amount of such liquidated damages shall in no event exceed **10% (ten percent)** of the total contract price.

However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the Works or from any other obligations and liabilities of the Supplier under the Contract.

Once the aggregated "Liquidated damage" reaches 10% of the total contract price, the Purchaser may consider following actions:

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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- (a) Procure the undelivered material/ equipment and/or complete the balance works from elsewhere giving notice to the supplier and to recover any extra expenditure incurred thereby for having to procure these materials and works at higher price, at the risk and responsibility of the Supplier; or
- (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Supplier and forfeit the security deposit.
- (c) Declare it as a "Contractual Failure" and act in accordance with *SCC Clause 5.19.0*.

## **5.19.0 CONTRACTUAL FAILURE**

- 5.19.1. In the event of contractual failure of any respect on the part of the Supplier, the Purchaser shall be entitled to operate security deposit or any deposit or any payment due to supplier irrespective of whether his default relates to the particular orders or not towards the Purchaser's claim for damages arising out of the failure. In addition, the Purchaser may black-list or bans the "Supplier" or pending enquiry, suspend him or take any other steps considered suitable.

## **5.20.0 ARBITRATION**

If at any time, any question, disputes or differences whatsoever shall rise between the Purchaser and the Supplier, upon or in relation to or in connection with the contract, either party may forthwith give notice to the other in writing of the existence of such question of dispute or difference and the same shall be referred to the adjudication of three Arbitrators, one to be nominated by the Purchaser the other by the Supplier and the third by the President of the Institution of Engineers, India/ Retired or Sitting Judge not below the status of a retired Judge of High Court of India. If either of the parties fail to appoint its arbitrators within 60(sixty) days after receipt of notice of the appointment of arbitrators then the President of the Institution of Engineers /retired or sitting Judge of India, as the case may be, shall have the power at request of either of the parties, to appoint an Arbitrator. A certified copy of the "President" making such an appointment shall be furnished to both parties

The arbitration shall be conducted as per provisions of the Indian Arbitration Act, shall be held at Guwahati or any other place as may be decided by the Purchaser. The decision of the majority of Arbitrators shall be final & binding upon the parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator. However, any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Supplier.

**Section - 6**

**Contract Forms**

**(This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing)**

## Section 6 - Contract Forms

This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form the Contract along with the Section 4 and Section 5. The Bidder should note that this Section shall be completed fully at the time of Contract signing.

### Table of Forms

1.	Notification of Award .....
2.	Contract Agreement.....
	Appendix 1 – Terms and Procedure of Payment .....
	Appendix 2 - Time Schedule .....
	Appendix 3 - Form of Performance Security .....
	Appendix 4 – Price Schedules.....
	Appendix 5 – Guaranteed and other Technical Particulars.....

**1. Notification of Award**

[MePTCL's letter head]

**Letter of Acceptance  
Supply of Goods and Related Services**

[ date ]

To: [ Name and address of the Supplier ]

This is to notify you that your Bid dated [date] for execution of the [ name of the Contract and identification number, as given in the Contract Data ] for the Contract Price in the aggregate of [ amounts in numbers and words ] [ name of currency ] (as per Price Schedule-1), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted, and it is decided to award on you the 'Supply and Delivery Contract' covering inter-alia Ex-works supply and Delivery of all Goods.

You are requested to furnish the Performance Security within seven (7) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 6 (Contract Forms) of the Bidding Document

[ Authorized Signature ]  
[ Name and Title of Signatory ]  
Meghalaya Power Transmission Corp Ltd

Attachment: Contract Agreement



# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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## 2. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, BETWEEN

*Meghalaya Power Transmission Corporation Limited (herein after referred to as MePTCL)*, a corporation incorporated under the laws of Company Act, 1956 and having its registered office at Lumjingshai, Short Round Road, Shillong-793001, Meghalaya and [*name of Supplier*], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [*address of Supplier*] (hereinafter called "the Supplier"). [*In case of JV insert name and address of the Lead Partner as well as other Partners*]

WHEREAS MePTCL desires to engage the Supplier to the 'Supply and Related Service Contract' covering inter-alia supply of **Diagnosics Tools** with all accessories and delivery to various Substation Sites of MePTCL and Related Services, as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### Article 1

#### Contract Documents

#### Contract Documents (Reference SCC Clause 5.2.0)

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Price Bid and Price Schedules submitted by the Supplier
- (c) Letter of Technical Bid and Technical Proposal submitted by the Supplier
- (d) Special Conditions of Contract
- (e) General Conditions of Supply and Erection.
- (f) Specification(Purchaser's Requirements)
- (g) Other completed Bidding Forms submitted with the Letters of Technical and Price Bids
- (h) Guaranteed and other Technical Particulars (as submitted with the Bid).
- (i) Any other documents (if necessary) shall be added here

#### Order of Precedence (Reference SCC Clause 5.2.0)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

#### Definitions (Reference SCC Clause 5.1.0)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the SCC.

### Article 2

#### Contract Price and Terms of Payment

#### 2.1 Contract Price (Reference SCC Clause 5.7.0)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall [. . . *amounts in rupees in words* . . . ], [. . . *amounts in figures*. . . ] as specified in Price Schedule No. 3 (Grand Summary).

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2.2 **Terms of Payment** (Reference SCC Clause 5.8.0)

The terms and procedures of payment according to which the Purchaser will pay the Supplier are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3**  
**Commencement**  
**Date and Completion**  
**Time**

**Commencement Date** (Reference SCC Clause 5.6.1)

The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from is the date when this Contract Document is signed.

**Completion Time** (Reference SCC Clause 5.6.2)

The whole scope under this Contract shall be completed within **four (4)** months from Contract Commencement Date with following schedule:

**Article 4. Appendices**

The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

[ *Signature*

] [ *Title* ]

in the presence of

[ *Signature*

] [ *Title* ]

Signed by, for and on behalf of the Supplier

[ *Signature*

] [ *Title* ]

in the presence of

[ *Signature*

] [ *Title* ]

## **APPENDICES**

Appendix 1 - Terms and Procedures of Payment

Appendix 2 - Time Schedule

Appendix 3 - Performance Security.

Appendix 4 – Price Schedules.

Appendix 5 – Guaranteed and Other Technical Particulars.

## Appendix 1 – Terms and Procedure of Payment

In accordance with the provisions of SCC Clause 5.8.0 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules.

### (A) Terms of Payment Schedule No. 1, 1B – Payment for Goods Supplied and F & I

Payment would be admissible after receipt of the Goods at site in full and good condition less deduction of Retention Money (as per *SCC Clause 5.10.0*) and advance (if and as applicable as per *SCC Clause 5.8.4*) and as per terms and conditions stipulated in the Contract Agreement.

### (B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

#### 1. Progressive Payment for Supply of Goods:

Application for interim payment shall be made once in a calendar month subject to that the total net amount payable under all such payment certificate is at least 1% or more of the total contract price.

#### (A) EXW Price and F & I (Schedule-1, 1B):

Upon receipt of plants and equipment at site, the Supplier shall notify the Purchaser and submit the following documents in advance:

- (i) Application for payment
- (ii) Suppliers invoice showing LOA reference , Goods description, quantity dispatched , unit price, total amount (6 Copies)
- (iii) Packing List
- (iv) Railway receipt/ LR
- (v) Manufacturer's guarantee certificate of Quality
- (vi) Material inspection Clearance Certificate for dispatch issued by Purchaser
- (vii) Insurance certificate.
- (viii) Physical verification certificate of material received at site by Purchaser/Purchaser's site representative

The above documents shall be received by the Purchaser before arrival of the Goods and if not, the Suppliers will be responsible for any consequent expenses."

#### (B) Taxes and Duties (Schedule-1 & 1A):

Sales Taxes & Duties in respect of transaction between Purchaser and the Supplier and other taxes such as octroi/entry tax as applicable for destination site on all items of supply including bought-out finished items (as identified in the Contract), which shall be dispatched directly from the sub-vendor's works to the Purchaser's site (sale-in-transit) will be paid after each shipment against documentary evidence. This payment shall be released by Purchaser directly to the Supplier against invoices to be submitted by the Supplier.

## Appendix 2 - Time Schedule

(Bidders shall furnish with bids a construction schedule in form of bar chart. The time schedule should match with the completion time mentioned elsewhere in the Bidding Document)

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## Appendix 3 - Form of Performance Security

### Bank Guarantee

(To be stamped in accordance with Stamp Act)

To: \_\_\_\_\_ *[name of Purchaser]*  
\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier/Manufacturer]* has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Supplier/Manufacturer and brief description of Scope]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier/Manufacturer shall furnish you with a Bank Guarantee by a recognized/scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier/Manufacturer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier/Manufacturer, up to a total of \_\_\_\_\_ *[amount of Guarantee]*<sup>1</sup> \_\_\_\_\_ *[in words]*, such sum being payable in the currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier/Manufacturer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the scope to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date, 30 days beyond the Warranty Period as per the Contract.

Signature and Seal of the Guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

<sup>1</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Appendix 4 – Price Schedules





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## APPENDIX TO ITB - 1 Bid Data Sheet (BDS)

### A. Introduction

<b>ITB</b> <b>1.1.1.1</b>	The number of the Invitation for Bid is : <i>MePTCL/CE(T)/PSDF-DGA/2/2017</i> The Purchaser is: <i>Meghalaya Power Transmission Corporation Limited.</i> The name of the Bid is: <b>Supply of On Line Dissolved Gas Analyser (Portable) under PSDF.</b> <i>The Identification Number of Bid is:</i> <i>MePTCL/CE(T)/PSDF-DGA/2/2017</i>
<b>ITB</b> <b>1.1.2.4</b>	The Bidder shall have successfully carried out: (i) Supply of On Line Dissolved Gas Analyser (Portable) within the last five (5) years as on date of bid opening.
	The experience of the Bidder shall also include the following:  (a) three similar completed works costing not less than the amount equal to 40% of the estimated cost ( <b>40% of Rs. 34,44,300.00</b> ) which is <b>Rs. 13,77,720.00</b> OR,  (b) two similar completed works costing not less than the amount equal to 50% of the estimated cost ( <b>50% of Rs. 34,44,300.00</b> ) which is <b>Rs. 17,22,150.00</b> OR,  (c) one similar completed works costing not less than the amount equal to 80% of the estimated cost ( <b>80% of Rs. 34,44,300.00</b> ) which is <b>Rs. 27,55,440.00</b> .

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<b>ITB</b> <b>1.2.2.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: <b>The Chief Engineer (Transmission), MePTCL</b> Address Lumjingshai Short Round Road, Floor/Room number: <b>Ground Floor</b> City: <b>Shillong</b> PIN Code: <b>793001</b> Country: <b>India</b> Telephone: +91 3642590122 Facsimile number: +91 3642592022
<b>ITB</b> <b>1.2.2.4</b>	Purchaser may invite intending Bidders to a pre-bid meeting, if Purchaser feels it is necessary. The date and time of such pre-bid meeting shall be intimated to intending
<b>ITB</b> <b>1.3.3.2</b> <b>(g)</b>	The Bidder shall submit with its Techno - Commercial Bid the following additional documents: 1. Guaranteed and other Technical Particulars as required in Section 3, 'Purchaser's Requirements' 2. Type Test Certificates 3. Manufacturer's Authorization (if applicable).
<b>ITB</b> <b>1.3.7.1</b>	Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire plant and services on 'single responsibility basis'.
<b>ITB</b> <b>1.3.7.5</b>	The prices quoted by the Bidder shall be <b>FIRM for entire period of the Contract.</b>
<b>ITB</b> <b>1.3.8.1</b>	The bid validity period shall be <b>180 (one hundred eighty)</b> days.
<b>ITB</b> <b>1.3.9.1</b>	<b>The Bidder shall furnish a bid security in the amount of Rs. 0.70 Lakhs and Rs. 0.35 Lakhs for SC &amp; ST, respectively.</b>
<b>ITB</b> <b>1.3.10</b> <b>.1</b>	In addition to the original of the Bid, the number of copies is <b>3 (three)</b> .
<b>ITB</b> <b>1.3.10</b> <b>.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a <b>Notarized Power of Attorney.</b>

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<b>ITB 1.4.2.1</b>	For <b>bid submission purposes</b> only, the Purchaser's address is Attention: <b>The Chief Engineer (Transmission), MePTCL</b> Address Lumjingshai Short Round Road, Floor/Room number: <b>Ground Floor</b> City: <b>Shillong</b> PIN Code: 793001 <b>The deadline for bid submission is</b> Time: .00 Hours of
<b>ITB 1.4.5.1</b>	The bid opening of Techno Commercial Bids shall take place at <b>Office of The Chief Engineer (Transmission), MePTCL</b> Address: Lumjingshai Short Round Road, Floor/Room number: <b>Ground Floor</b> City: <b>Shillong</b> PIN Code: <b>793001</b> Country: <b>India</b> Date : Time: .00 Hours of
	The opening of Price Bids shall take place at <b>Office of The Chief Engineer (Transmission), MePTCL</b> Address: Lumjingshai Short Round Road, City: <b>Shillong</b> PIN Code: <b>793001</b> Country: <b>India</b> Date :
<b>Appendix to ITB 2 Clause 2.2.2</b>	Minimum average annual turnover of Bidder is <b>Rs. 10,33,290.00</b>
<b>Appendix to ITB 2 Clause 2.2.3</b>	The total cash flow demands of the subject contract or contracts is <b>Rs. 34,44,300.00</b>

## MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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<b>Section 4 (GCC) Clause 4.7</b>	This Contract shall be a Single Supply Contract only.
	Similar Works shall also include supply of other Diagnostic Tools, such as, Automatic Relay Test Kit, Tan Delta Measuring Kit, Break Down Voltage Test Kit, Partial Discharge Measuring Instrument, Insulation Resistance Tester, Frequency Response Analyser and Puncture Insulator Detector.
	In case the bidder is an authorized dealer/distributor/agent and they are not meeting the bidder's experience requirement, they shall qualify provided the manufacturer meets the experience requirements and shall submit supporting documents accordingly. In addition, the bidder must execute an agreement with the manufacturer where the manufacturer shall provide support to the bidder to meet the entire scope of the contract. A copy of the agreement shall be submitted by the bidder along with his offer.

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## APPENDIX TO ITB - 2

### **Evaluation and Qualification Criteria (ECQ)**

This Appendix contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. In accordance with **ITB 1.5.7 and ITB 1.5.8**, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 2 (Bidding Forms).

#### **Table of Criteria**

##### **Evaluation**

- 1.1. Technical Evaluation
- 1.2. Economic Evaluation
- 1.3. Time Schedule
- 1.4. Specific additional criteria

##### **Qualification**

- 2.1. General
- 2.2. Financial Situation
- 2.3. Technical Qualifying Requirements

## 1. Evaluation

### 1.1. Technical Evaluation

In addition to the criteria listed in **ITB 1.5.7.1 (a) – (c)**, no other factor shall apply.

### 1.2. Economic Evaluation

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders shall remain unaltered.

#### 1.2.1. Quantifiable Deviations and Omissions

*Quantifiable Deviations and Omissions from the contractual obligations:* No financial assessment shall be made by the Purchaser for deviations and omissions from the requirements of the Bidding Document. All such deviations, omissions or reservations shall be dealt with in accordance with **ITB Clauses 1.5.5.2, 1.5.5.3, 1.5.5.4, 1.5.6.1, 1.5.6.2, 1.5.6.3, 1.5.7.1(a) and 1.5.9.**

### 1.3. Time Schedule

Time to complete Works from the Commencement Date specified in **Article 3** of the Contract Agreement for determining time for completion of supply is **8 (eight) months**. Bids not meeting the above time schedule shall be rejected. However, no credit will be given for earlier completion.

### 1.4. Specific additional criteria

In addition to the above, no additional criteria shall be considered for evaluation of Bids.

## 2. Qualification

Qualification of bidder will be based on meeting the minimum pass / fail criteria specified below

### 2.1. General

2.1.1. The Bidder must satisfy the requirement of **ITB Sub-Clause 1.1.2** and shall submit necessary document as per the said Clause.

The Bidder may be a manufacturer or an authorised dealer or as an exclusive joint venture partner of the manufacturer. *In case, the Bidder is an authorised dealer/distributor/agent, the bidder must submit with the bid, an undertaking using 'Form-MA' (Manufacturer's Authorisation), Section-4 (Bidding Form).*

Using the 'Form LIT – 1' (Section 4, Bidding Form), bidder shall list all Pending

Litigation. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than **50% percent** of the Bidder's net worth.

## 2.2. Financial Situation

2.2.1. Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last **3 (three)** years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. Along with audited balance sheet bidder shall submit Form '**FIN-1**' (Section 4, Bidding Form), with the Bid duly filled up.

2.2.2. Minimum average annual turnover as specified in the APPENDIX TO ITB – 1 and calculated as total certified payments received for contracts in progress or completed, within the **last 3 years**. The bidder shall furnish along with its bid the audited balance sheets and duly filled up Form '**FIN-2**' in support of this Clause.

2.2.3. Using Forms FIN – 3 Section 4 (Bidding Forms) the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement, shall be as as specified in the APPENDIX TO ITB – 1.

2.2.4. *Financial requirement figures specified in Clauses 2.2.2 and 2.2.3 are for each Package. For Bidders, participating in more than one Bid, these financial qualification figures shall be increased appropriately.*

2.2.5. A manufacturer already participating through an authorised dealer/distributor/agent, shall not be eligible for participation in this bidding process on its own.

## 2.3. Technical Qualifying Requirements

2.3.1. The Manufacturer must have after sales services in India.

2.3.2. The Manufacturer must have at least 5 (five) years' experience of manufacturing and supplying similar rated equipment as on date of bid opening. Using Forms EXP – 1 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (e.g., copy of

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contracts, performance & completion certificate, etc.) in support of this clause.

2.3.3. The Manufacturer of equipment must have designed, manufactured and type tested as per IS/IEC or equivalent standard and supplied the equipment and which are in satisfactory operation for at least last 3 (three) years as on the date of bid opening. Using Forms EXP – 2 of Section 2 (Bidding Forms) the Bidder must furnish necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, valid type test reports etc.) in support of this clause.