



Meghalaya Power Transmission Corporation Limited

Office of the Chief Engineer (Transmission)

Lumjingshai :Shillong – 793001

Phone No : 0364 -2590122 email:cetranzemeptcl@gmail.com

Notice Inviting Tender

No. MePTCL/CE(T)/TT-122 (Pt-I)/2021-22/02

Dated: 29th March, 2022

Sealed tenders are hereby invited from experienced and reputed Electrical contractor with valid electrical license of 33 KV and above or MePGCL/MeECL Class-I civil contractor for the Civil Works for Construction of 132 kV Bay for Goldstone Cement Limited at 132 KV Mynkre Substation in two parts bids. Last date and time for submission of the bids is on 19th April, 2022, at 12:00 hrs. The Earnest Money Deposit and Qualifying Bids will be opened at 13:00 hrs on the same day. The Bid Documents can be downloaded from the MeECL website (www.meecl.nic.in). Other terms, conditions, qualifications, etc. may be obtained in the Bid Document.

Sd/-

(Shri A Kharpan)

Chief Engineer (Transmission)

Memo. No. MePTCL/CE(T)/TT-122 (Pt-I)/2021-22/02 (a)

Dated: 29th March, 2022

Copy to:

1. The Director (Transmission), MePTCL, Shillong.
2. The Additional Chief Engineer (T&T), MePTCL, Shillong.
3. The Superintending Engineer, T & T Circle, MePTCL, Shillong.
4. The Senior Accounts Officer, MePTCL, Shillong.
5. The Executive Engineer, T & T Division, MePTCL, Shillong.
6. The Executive Engineer (MIS), MePDCL, Shillong with a request to upload the NIT & Bid Documents in the MeECL websites (www.meecl.nic.in).
7. The Director of Information and Public Relations, Government of Meghalaya, Shillong, with a request to publish the Notice in one issue of Shillong Times in font size 10 on or before the 4th April, 2022. The bill in triplicate may be forwarded to this office for payment
8. M/s Goldstone Cements Limited, Village Musiang Lamare (old), Khliehriat.
9. Notice Board.

Sd/-

Chief Engineer (Transmission)

Meghalaya Power Transmission Corporation Limited

Office of the Chief Engineer (Transmission)

Shillong Round Road: Lumjingshai: Shillong – 793001



Bidding Document

For

Civil Work for Construction of 132 kV Bay for Goldstone
Cement Limited at 132 KV Mynkre Substation

INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

1.1 The Meghalaya Power Transmission Corporation Limited, hereinafter referred to as 'MePTCL'/'Owner' will receive Tenders from experienced and reputed Electrical contractor with valid electrical license of 33 KV and above or MePGCL/MeECL Class-I civil contractor for the Civil Work for Construction of 132 kV Bay for Goldstone Cement Limited at 132 KV Mynkre Substation. In case the tender submission and opening day falls on a holiday, then the tender will be received and opened on the next working day at the same time.

1.2 The tender / bid will consist of two parts viz.

(a) QUALIFYING BID

(b) PRICE BID

1.3 Both the Bid should be submitted in 2(two) separate Sealed envelopes clearly mentioning the type of bid such as "Qualifying Bid" or "Price Bid" along with name of the work atop the envelope with name & address of the bidder as well.

1.4 The Qualifying Bid comprises the requisite Earnest Money Deposit and other qualifying criteria to be fulfilled by the bidder(s) as mentioned in separate head hereunder. The earnest money in the form of Bank draft/ Banker's cheque should be in an individual envelop put inside the Qualifying Bid (sealed) envelop.

1.5 Inside the sealed envelope, the Price Bid Should be submitted in 3(three) copies – one in original and two in true copies.

1.6 Bidder should quote the bidding price in the prescribed format available herewith in the form of a Bidding Sheet containing the item details with its quantity. Quoted price should be inclusive of all applicable taxes.

1.7 The inner and outer envelops shall be addressed to the Owner as follows:

The Chief Engineer (Transmission)

MePTCL, Shillong.

1.8 The intending bidders/tenderers or their authorized representative to be present at the time of opening of bidding papers as mentioned in the tender notice or as intimated separately. Any Bid received by the Owner after the prescribed time limit is liable to be rejected.

2.0 COST OF BIDDING DOCUMENTS

2.1 The Bidder shall bear all costs associated with the preparation and submission of Bid and the MePTCL shall in no case be responsible or liable for these costs; regardless of the conduct or outcome of the bidding process

2.2 The Bidders should submit a tender fee of Rs 4720.00 (Rupees Four Thousand Seven Hundred Twenty) only (Inclusive of GST) in the form of Demand Draft / Banker's Cheque, in favour of "MePTCL Principal Account", payable at Shillong along with the bid document.

3.0 QUALIFYING REQUIREMENTS OF BIDDERS

3.1 The Bidder should be an experienced and reputed Electrical contractor with valid electrical license of 33 KV and above or MePGCL/MeECL Class-I civil contractor, who provides satisfactory evidence concerning the following, that he:

- (i) is a qualified contractor possessing valid registration/ license, who has adequate technical knowledge and practical experience; the evidence of which shall consist of Work Orders, Experience Certificates, self/company's profile etc.
- (ii) Proof of adequate technical knowledge and practical experience, Performance certificates, etc.
- (iii) Proof of adequate financial stability to meet the financial obligation pursuant to the scope of the works. He should submit the audited turnover of the last three years and the yearly turnover should not be less than Rs 12,43,027/- (Rupees Twelve Lakh Forty Three Thousand Twenty Seven) only.

3.2 The contractor should also submit a list of execution details of similar nature of works, Work Order previously executed by him, for the previous 7 (seven) years as given hereunder:

- (a) Three similar completed works costing not less than the amount of Rs 16,57,370.00 being 40% of the estimated cost of Rs 41,43,426.00, Or
- (b) Two similar completed works costing not less than the amount of Rs 20,71,713.00 being 50% of the estimated cost of Rs 41,43,426.00, Or
- (c) One similar completed work costing not less than the amount of Rs 33,14,741.00 being 80% of the estimated cost of Rs 41,43,426.00

In support of which, he should submit certified copies of work orders along with his tender and completion/ experience certificate signed by an Officer not below the rank of Executive Engineer or equivalent. After the tender has been opened, bidders may be required to submit detailed particulars of such works and the manner of their execution and any other information that will satisfy the Owner that, the contractor has an adequate organization including, experienced personnel to execute vigorously the work required to be carried out, according to the specifications.

3.3 The bidder has adequate financial solvency and liquid assets or availability of credit facilities of not less than Rs.41,43,426.00 (Rupees Forty-One Lakhs Forty-Three Thousand Four Hundred Twenty-Six) only. The Solvency certificate should not be more than six months old prior to the date of tender opening.

3.4 The bidder has adequate skilled manpower and working tools/machineries available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the strength of employees, list of different tools/equipment with specifications and present commitments (excluding the work under this specification) of the bidder.

3.5 In addition to above, the qualifying requirement stated in the accompanying 'General Term & Conditions' as laid down by MePTCL shall also apply.

3.6 The above stated requirements are a minimum and the Owner reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Owner, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

4.0 EARNEST MONEY DEPOSIT

4.1 The Bidder shall furnish, as part of the Bid, an Earnest Money Deposit (EMD) of Rs 41,434.00 @ 1% of the estimated value for SC/ST contractors and Rs 82,867.00 @ 2% of the estimated value of Rs 41,43,426.00 for General contractors.

4.2 The Earnest Money Deposit shall be denominated in INR favoring The Chief Engineer (Transmission), MePTCL, Shillong and shall be in the form of Bank Guarantee / Call Deposit / Term Deposit, acceptable to the Owner, issued by a nationalized/scheduled bank in India. The EMD shall be valid for 180 days, which may be extended on the instruction of the Owner.

4.3 Any Bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Owner as non-responsive.

4.4 The Earnest Money Deposit of unsuccessful bidder(s) shall be returned by the Owner.

4.5 The Earnest Money Deposit of successful bidder shall be returned on completion of the contract till taken over by MePTCL.

4.6 No interest shall be paid by the MePTCL on the Earnest Money Deposit.

4.7 The Earnest Money Deposit may be forfeited for following conditions:

- a) If a Bidder withdraws or modifies his Bid during the period of bid validity or extension thereof.
- b) If the Bidder does not accept the correction of his Bid price.
- c) In case of a successful Bidder, if he rejects the work order or fails to sign the agreement in time.

5.0 BID PRICE

5.1 The Bidder shall quote in prescribed format of schedule which is available herewith in the form of Bidding Sheet containing the estimated item and its required quantity. The price is to be quoted under the contract on a FIRM price basis. Bidders quoting pricing system other than that specified runs the risk of rejection.

5.2 The Bidder shall indicate the bid price in Indian Rupees only.

5.3 The Bidder shall include GST, Taxes on Works Contract, or any other taxes as applicable in their quoted tender price and MePTCL would not be liable on this account. MePTCL shall, however, deduct such taxes at source as per the rules and issue TDS Certificate to the contractor. GST shall be paid at applicable rates subject to submission of tax invoice as per rules under GST law. MePTCL shall deduct GST at source at applicable rates in case transactions under this contract are liable to GST deduction at source. Under GST regime, the contractor is required to correctly and timely disclose the details of output supplies to MePTCL as per GST rules in his returns. Noncompliance would result in mismatching of claims and denial of input tax to MePTCL. Notwithstanding anything contained in the Agreement/Contract, in case of such default by the contractor, the amount of input tax credit denied in GST along with interest and penalty shall be recovered from the contractor.

- 5.3.1 GST or any other tax on input materials or services used by the Bidder/Contractor shall be payable by the Bidder/Contractor and MePTCL will not entertain any claim whatsoever in this respect.
- 5.4 With regards to Income Tax, surcharge on Income Tax and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.
- 6.0 GENERAL TERMS AND CONDITIONS
- 6.1 Every bidder must be experienced and reputed Electrical contractor with valid electrical license of 33 KV and above or MePGCL/MeECL Registered civil contractor of the appropriate class for civil works. Attested copy of Registration, license should be submitted along with the Tender, failing which the Tender is liable to be rejected.
- 6.2 The MePTCL will not provide construction machinery or tools and plants to the contractor, which may be required for the execution of this work. However, in case of availability of machinery or tools and plants with the Owner and if required by the contractor, the same may be provided on chargeable basis at the rates fixed by the Owner. For providing such assistance the Departmental hiring charge will be recovered from the bills of the contractor.
- 6.3 Valid GST Certificate, PAN Card and two attested copies of current passport size photographs of the bidders must be submitted along with the tender, without which the tender is liable to be rejected. Last three months GSTR-3B/ last three quarterly GSTR-3B prior to the date of tender submission is to be submitted.
- 6.4 Taxes/ Cess will be deducted as per the prevailing Government Orders.
- 6.5 Each bidder should carefully examine the drawings and specifications, visit the site and fully satisfy and acquaint himself, about the nature and location of work, the conditions, quality and quantity of materials required and their availability, the type of equipment and facilities available and general and local condition which affect the work or cost thereof. While working out the quoted rates, the contractor should also consider the cost of all construction materials at site including his cost of carriage from the source of procurement to the construction site subsequent cost of storage thereon, etc.
- 6.6 Forest royalty for any forest products used in the work shall be deducted from the contractor's bill at the rate as applicable to the MePTCL.
- 6.7 Firms submitting tenders should enclose a certified copy of the firm's ownership/ constitution and a certified copy of Power of Attorney authorizing a person to operate the contract and should furnish full addresses of the partners and the persons holding Power of Attorney on behalf of the firm.
- 6.8 All work shall have to be carried out as per relevant I.S. Code of Practice unless otherwise specified by the Engineer at site or covered by the detailed specifications for the works appended herewith.
- 6.9 The bidder shall sign every page of the tender. Every correction in the tendered rates shall bear contractor's initial before submission, failing which the tender is liable to be rejected.

- 6.10 Bidders shall submit a note on the construction methods proposed to be adopted by him in order to ensure the completion of the works under this contract within the period stipulated in this specification. This note should be supported with schedules of Construction Programme. However, the successful bidder may be required to modify the method of construction as advised by the Owner.
- 6.11 The rates quoted shall be valid for items of work for any increase or decrease in quantities as per final design and estimate. The rates should be quoted both in figures and words against each item of the schedule. All corrections should bear the dated initial of the bidder. If there is any discrepancy between the rates quoted in figure and in words, then the rates in words shall prevail.
- 6.12 The contractor must not sublet the work without the prior approval of the Owner.
- 6.13 Valid Labour License must be submitted along with the Tender, failing which the tender is liable to be rejected.
- 6.14 The contractor should furnish a copy of applicable license/ registration or proof of applying for obtaining Labour License, Registration with EPFO, ESIC & BOCW registration.
- 6.15 The contractor should register the labourers with the Meghalaya Building and Other Construction Workers' Welfare Board.
- 6.16 Non-tribal contractors must submit a copy of the valid trading license along with the tender.
- 6.17 Tribal contractors must submit along with their tenders a copy of the schedule tribe certificate issued by competent authority.
- 6.18 Tenders should be submitted in the specified format in sealed envelopes, marked in the upper left-hand corner, the name of the work along with the full name and address of the Bidder and sent by registered post, if not delivered personally. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with Company seal. The Bid shall contain the name, official address and place of business of person(s) authorized to sign the bid. All pages of the Bid including entries or amendments which have been made shall be signed by the authorized signatory. Bid submitted through fax or e-mail shall not be accepted.
- 6.19 The MePTCL does not assume any responsibility for postal delay. The sealed envelope containing the tender and marked as directed above should be enclosed in another envelope properly sealed.
- 6.20 The Bidder shall submit the Qualifying Requirement in One Original and two copies in sealed envelopes (marked 'ORIGINAL' and 'COPY') and superscripted as 'QUALIFYING REQUIREMENT'. In the event of discrepancy between them, the original shall prevail.
- 6.21 The Bid shall contain no alterations, except those to comply with instructions issued by the purchaser or as necessary to correct errors made by the Bidder, in which case such alterations shall be initialed with date by the person or persons signing the Bid.
- 6.22 In case the bidder proposes deviations to the Bid Document, which may have financial implications on value of the contract, the bidder must indicate the deviations separately indicating the additional financial implication on account of the deviation.

- 6.23 In case the bidder belongs to SC/ST category, necessary proof should be provided. In case of General category, necessary valid trade license and other documents as deemed necessary should must be submitted.
- 6.24 MePTCL is not bound to accept the lowest tender and reserves the right to accept/reject the tenders partly or in full as found suitable
- 7.0 AWARD CRITERIA
- The owner shall award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as successful bidder, provided further that the requisite assessment of the bidder has been made to perform the contract satisfactorily.
- 8.0 SIGNING OF CONTRACT
- 8.1 Within 14 (fourteen) days from the date of letter of award, the Bidder or his authorized representative shall attend the office of the Chief Engineer (Transmission), MePTCL, Shillong for signing of the Agreement in F-2 form.
- 8.2 Wherever there is any variation in between the conditions of the F-2 Form and the conditions of Bid Document, the conditions of Bid Document shall prevail. However, other conditions of the F-2 Form about which nothing is mentioned in the Bid Document shall form a part of this contract.
- 8.3 In case of failure by the successful Bidder to comply with the above requirement, the contract can be annulled and the Earnest Money Deposit (EMD) may be forfeited in which event the Owner may make the award to the next lowest evaluated Bidder or call for new Bids.
- 9.0 OWNER'S RIGHT TO VARY QUANTITIES
- The Owner reserves the right to increase or decrease the quantity of works, without any change in unit rates or other terms and conditions, during the execution of the contract. Any increase or decrease of quantity of items would be properly justified and approval of the Owner is required to be obtained
- 10.0 TERMS OF PAYMENT
- 10.1 After successful completion of the work, the contractor will be eligible to claim 90% of the work value; remaining 10% will be released on completion of the guarantee period.
- 10.2 Invoices for payment shall be submitted to the Executive Engineer, T&T, Division, MePTCL, Shillong.
- 11.0 EMPLOYMENT OF LABOUR
- 11.1 The Contractor shall employ, for the works, regular skilled employees with experience for this particular work. No female labourer shall be employed after dark. The 2015 Amendments to the Child Labour (Prohibition and Regulation) Amendment Bill, 2012 shall govern the admissible age of labour engaged.
- 11.2 All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

- 11.3 The number of hours of work at the site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be 8 (eight) hours per day, six days per week.
- 11.4 The Contractor's employees shall wear identification badges while on work at site.
- 11.5 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to acts of omission of the Contractor, the Contractor shall be liable for such payment and the same shall be recovered from the Contractor's bills.
- 11.6 The Contractor shall be responsible for the safety of his employees at work site and shall issue safety equipment like helmets, etc.
- 12.0 SURPLUS MATERIALS
- 12.1 On completion of the works, all surplus materials supplied by the Owner, for erection, that remain unutilized shall be returned to the Engineer by and at the expense of the Contractor in the Owner's store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.
- 12.2 The Contractor, within 2 (two) months from the taking over of the works, shall return and account for the surplus materials, failing which necessary recoveries will be made from the outstanding bills of the Contractor.
- 13.0 GUARANTEE
- 13.1 The Contractor shall warrant that the work executed will be free from defects in materials/workmanship for a period of 12 (twelve) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the repairing/renewing of any defective portion of the work arising solely from faulty materials and / or workmanship. No repairs or replacement shall normally be carried out by the Owner when the line is under the supervision of the Contractor's supervisory Engineer.
- 13.2 In the event of any emergency where in the judgement of the Owner, delay would cause serious loss or damages, repairs or adjustment may be made by the Owner or a third party chosen by the Owner 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 Owner, 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 Contact.
- 13.3 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 Owner may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other right, that the Owner may have against the Contractor in respect of such defects.
- 13.4 The cost of any rectification rendered necessary during the maintenance period due to defective work carried out by the Contractor, shall be borne by the Contractor. The acceptance of the

completed work by the Owner shall in no way relieve the Contractor of his obligations under this clause.

14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Contractor fails to perform the work within the specified period given in the letter of award or any extension granted thereof, with respect to successful completion, the contractor shall pay to the owner as liquidated damages and not as penalty, a sum of 0.5% (half percent) of the contract price for each calendar week of delay or part thereof. However, the amount of liquidated damages for the contract shall be limited to a maximum of 5 % (five percent) of the total contract price.

15.0 ARBITRATION

Settlement of any dispute arising during the execution of the contract shall be in Shillong. 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

16.0 PERIOD OF CONTRACT

The time for completion of the work shall be 60 (sixty) days from the date of issue of final work order unless otherwise extended the period by the owner.

17.0 FORCE MAJEURE

17.1 Force majeure is herein defined as any causes 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:

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

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

17.3 Neither party shall be liable to the other party for loss or damage sustained by the other party arising from any event referred to in clause or delays arising from such event.

17.4 The owner or its authorized representative on receipt of notification shall ascertain the facts and extent of the delays and suitably extend the time for completing the work or stage of work, wherein in its judgment the findings of facts justify such an extension. The period of extension of time shall be determined by the owner or his authorized representative after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Although the time for completion of a work shall be suitably extended, such extension shall not result in any financial claim of the contractor against the owner on any account whatsoever.

18.0 PROLONGED DELAY

If at any time it appears that the contractor is unable to adhere to the prescribed time schedule and the delay is not due to a cause for which the MePTCL is responsible/Force Majeure, or if

the aggregate of the liquidated damages levied in terms of provisions under Clause 14.0 hereof has reached a maximum of five percent of the contract price, then the MePTCL may at its discretion, by further notice to the contractor either:

- i) require the contractor to complete the works, Or
- ii) May itself complete the works at the contractor's risk and cost, provided that it does so in a reasonable manner, Or
- iii) Terminate the contract.

If the MePTCL terminates the contract, it shall be entitled to recover from the Contractor any loss it has suffered.

19.0 SUPERVISION

The Resident Engineer, 132 kV Grid Substation, Lumshnong will be the authorized supervising officer for the work.

20.0 MISCELLANEOUS

All tender shall be strictly prepared and submitted in accordance with the above instructions and terms & conditions.

Sd/-

Chief Engineer (Transmission)

BIDDING SHEET

for

Civil work for construction of 132kV Bay for Goldstone Cement Factory at Mynkre 132/33kV Substation

Sl No	Item Description	Unit	Qty.	Rate (Rs) inclusive of taxes	Total (Rs) inclusive of taxes
L	CIVIL WORK (As per technical specification)				
1	Excavation in all types of soil and rock including backfilling disposal etc. for all leads and lifts	Cu Mtr	620		
2	Providing and laying of Plain Cement Concrete (PCC) (1:4:8)	Cu Mtr	15		
3	Providing and laying of Plain Cement Concrete (PCC) (1:2:4)	Cu Mtr	5		
4	Providing and laying of Reinforced Cement Concrete (M25) including pre cast, shuttering, grouting of pockets & underpinning but excluding steel reinforcement	Cu Mtr	120		
5	Providing and laying Plain Cement Concrete 1:5:10 (1 cement: 5 sand: 10 brick aggregate) including cement slurry for site surfacing	Cu Mtr	70		
6	Steel Reinforcement	MT	15		
8	Misc. Structural steel including rails, embedments, edge protection angles, gratings etc. but excluding the reinforcement steel and steel for lattice and pipe structures.	MT	3		
9	Stone spreading in switchyard excluding PCC	Sq. m.	1000		
10	Antiweed treatment	Sq. m.	1000		
11	Concrete road as per drawing except reinforcement & concrete				
i)	Road 3.75m wide (switchyard road)	Sq.m	40		
12	Supplying & laying hume pipe of grade (NP-3) excluding concrete and reinforcement as per drg.				
ii)	300 mm dia	RM	10		
iv)	600 mm dia	RM	5		
13	Drains including culverts but excluding concrete & reinforcement				
i)	Section B-B	RM	12		
ii)	Section C-C	RM	10		
14	Counterding and Levelling				
i)	Earthwork in excavation & filling in all types of soil and soft/ disintegrated rock (as per clause no.1.a of standard schedule of items to Technical Spec: Site Levelling)	Cu. Mtr.	500		
Grand total					

Name & Address of the Bidder