

# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED



**OFFICE OF THE ADDITIONAL CHIEF ENGINEER (T&T)**

**TERMS AND CONDITIONS**

**TENDER**

**FOR**

**TRANSPORTATION AND OVERHAULING OF 132/33KV, 5MVA TRANSFORMER FROM 132KV  
NANGALBIBRA SUBSTATION TO 132 KV LUMSHNONG GRID SUBSTATION.**

## INSTRUCTION TO TENDERERS

### 1.0 GENERAL INSTRUCTIONS

- 1.1 The Meghalaya Power Transmission Corporation Limited, hereinafter referred to as 'MePTCL' / 'Owner' will receive Tenders for the work of **transportation and overhauling of 132/33kV, 5MVA transformer from 132kV Nangalbibra Substation to 132 kV Lumshnong Grid Substation**. In the event the date for tender submission and opening day falls on a public holiday, then the same shall be received/ opened on the next working day at the same time.
- 1.2 The tender will consist of two parts. One part of the bid will form the Qualifying Bid, comprising Qualifying Requirements and the other part of the bid will form the Price Bid. The Bid shall be submitted in two separate envelopes, clearly marked 'QUALIFYING REQUIREMENT' and 'BID PRICE'.

### 2.0 COST OF BIDDING

- 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 Bid shall be submitted along with a non-refundable amount of Rs 4000/- (Rupees Four thousand only) 'inclusive of GST', by Demand Draft / Banker's Cheque, in favor of "MePTCL Principal Account", payable at Shillong.

### 3.0 QUALIFYING REQUIREMENTS OF BIDDERS

- 3.1 This Tender is opened to any experienced and reputed electrical contractor dealing in Power Transformers who provides satisfactory evidence concerning the following, that:
- (i) He is a qualified contractor possessing valid registration/ license, who has adequate technical knowledge and has carried out manufacturing/repairing works of power transformer not less than the capacity of 132/33kV, 5 MVA; the evidence of which shall consist of Work Orders, Experience Certificates, self/company's profile etc.
  - (ii) He does not anticipate change in the ownership during the proposed period of work/ contract (if such a change is anticipated, the scope and effect thereof shall be defined);
  - (iii) He has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works. He should submit the audited

turnover of the last three year and the average yearly turn over should not be less than Rs. 3,47,716.00 (Rupees Three lakhs forty seven thousand seven hundred sixteen) only.

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

(a) Three completed works each costing not less than the amount of Rs. 4,63,622.00 being 40% of the estimated cost of Rs. 11,59,054.00

Or

(b) Two completed works each costing not less than the amount of Rs. 5,79,527.00 being 50% of the estimated cost of Rs. 11,59,054.00

Or

(c) One completed work each costing not less than the amount of Rs. 9,27,243.00 being 80% of the estimated cost of Rs. 11,59,054.00

In support of which, he should submit certified copies of work orders along with his tender and an experience certificate signed by an Officer not below the rank of Superintending 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.

The bidder has adequate financial solvency and liquid assets or availability of credit facilities of not less than Rs. 4,63,622.00 (Rupees Four lakhs sixty three thousand six hundred twenty two) only.

(v) The bidder should furnish the list of committed contracts along with their value presently being undertaken within MeECL and in all the Government departments. The date of the LOA and the scheduled completion should also be mentioned.

(vi) He has adequate skilled manpower and working tools/machineries available to perform the works properly and expeditiously within the time period specified. The evidence shall consists of written details of the strength of employees, list of different tools/equipments with specifications and

present commitments (excluding the work under this Specification) of the Bidder.

(vii) He has established quality assurance system during his field installation activities.

3.2 In addition, the qualifying requirement stated in the accompanying 'General Term & Conditions' shall also apply.

3.3 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 GENERAL TERMS AND CONDITIONS**

4.1 Every bidder must be a Registered Contractor of the appropriate class and reputed electrical Contractor for electrical works possessing valid license. Attested copy of Registration, license should be submitted along with the Tender, failing which the Tender is liable to be rejected.

4.2 The MePTCL will not provide construction machineries or tools and plants to the contractor, which may be required for the execution of this work. However, in case of availability of machineries 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.

4.3 Valid PAN Card, GST Certificate 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.

4.4 Taxes/Labour Cess and other Cess will be deducted as per the prevailing Government Orders.

4.5 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 site to the construction site and subsequent cost of storage thereon, etc.

- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 The contractor must not sublet the work without the prior approval of the Owner.
- 4.11 Valid Labour License must be submitted along with the Tender, failing which the tender is liable to be rejected.
- 4.12 The contractor should furnish a copy of applicable license/registration or proof of applying for obtaining labour licence, registration with EPFO, ESIC & BOCW registration.
- 4.13 Non-tribal bidder / contractor must submit a copy of the valid trading license before commencement of the work.
- 4.14 Tribal/Scheduled Caste contractors must submit along with their tenders a copy of the schedule tribe/caste certificate issued by competent authority.
- 4.15 Tenders should be submitted in the specified format in sealed envelopes marked in the upper left-hand corner 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.

- 4.16 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.
- 4.17 The inner and outer envelopes shall be addressed to the Owner at the following address:

**OFFICE OF THE ADDL.CHIEF ENGINEER (T&T)  
MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED  
(MePTCL)  
LUMJINGSHAI, SHORT ROUND ROAD, SHILLONG - 793001**

- 4.18 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.
- 4.19 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.
- 4.20 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.
- 4.21 Tenders will be opened in the office of the **Addl. Chief Engineer (T&T), MePTCL, Shillong**, on the same date after the fixed time or receipt of the tender. The intending bidders or their authorized agents may remain present at the time of opening of tenders if so, desired. The tenders will be received up to **12:00 hours of the 4<sup>th</sup> August, 2022 and will be opened on the same date at 12:00 hours. Tenders received later than the time prescribed above (i.e. 12:00 hours of 4<sup>th</sup> August, 2022)** shall not be considered.
- 4.22 The Owner may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligation of the Owner and Bidders previously subject to the original deadline, shall thereafter be subject to the new deadline as extended.

- 4.23 If the envelopes are not properly sealed; the Owner shall assume no responsibility for the misplacement or pre-mature opening.
- 4.24 Any Bid received by the Owner after the deadline for submission of bids prescribed by the Owner, shall be returned unopened to the Bidder.
- 4.25 Bids once submitted cannot be modified or withdrawn.
- 4.26 To assist in the examination, evaluation and comparison of bids, the Owner may at its discretion, ask any Bidder for clarification. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetic errors discovered by the Owner during the evaluation of the bids. However, additional price implication of any changes required by the Owner in the offer submitted during the technical evaluation in the bids before the price opening shall be indicated.
- 4.27 The MePTCL reserves the right to accept any tender in whole or in part. The acceptance of the Tender in part only will not affect the liability of the bidders for the due performance of the contract.
- 4.28 The MePTCL is not bound to accept the lowest tender or any tender and may reject any or all tenders without assigning any reason whatsoever and reserves the right to accept/reject the tenders partly or in full and to sub-divide the work as found suitable.
- 4.29 To deal with emergency/accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc., for Transportation to hospital at his own cost.

## **5.0 Contract Performance Guarantee (CPG)**

- 5.1 The successful bidder must submit the Contract Performance Guarantee (CPG) in the form of Bank Guarantee at 10% of the contract price within 30(Thirty) days from the date of the LOA.
- 5.2 The Contract Performance Guarantee shall be denominated in INR favoring the **Addl. Chief Engineer T&T, MePTCL, Shillong**, and shall be in the form a Bank Guarantee acceptable to the Owner, issued by a nationalized/scheduled bank in India. The CPG shall be valid for 90 days, which may be extended on the instruction of the Owner.
- 5.3 The Contract Performance Guarantee shall be returned on completion of the contract.

- 5.4 No interest shall be paid by the MePTCL on the Contract Performance Guarantee.
- 5.5 The Contract Performance Guarantee shall be forfeited:
- 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) If he rejects the work order or fails to sign the agreement.

## **6.0 BID PRICE**

- 6.1 The Bidder shall quote in the appropriate schedule of rates for items of works for any increase/decrease in quantity as per final designed and estimate for the entire scope of works (covered under Tenders Document) under the contract on a **FIRM** price basis, unless otherwise specified. Bidders quoting a system of pricing other than that specified run the risk of rejection.
- 6.2 The Bidder shall also furnish the price break-down in the appropriate schedule of Tenders Form to indicate the following:
- (i) Bidder shall indicate Bid prices in Indian Rupees only.
  - (ii) The Bidder shall include Sales/ Services Tax, GST on Works Contract, or any other similar taxes under the Sales Tax Act, as applicable in their quoted Tenders price and MePTCL would not bear any liability on this account. MePTCL shall, however, deduct such taxes at source as per the rules and issue TDS Certificate to the Contractor.
  - (iii) 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.
- 6.3 The Bidder shall submit the Bid price in One Original and two copies in sealed envelopes (marked 'ORIGINAL' and 'COPY') and superscripted as "**BID PRICE**". In the event of discrepancy between them, the original shall prevail. The Bid price will be return unopened to tenderers who failed to qualify in the Qualifying Requirements.
- 6.4 The price bids shall be checked by the Owner for any arithmetical error in computation and summation. Errors shall be corrected by the Owner as follows:
- (i) Where there is discrepancy between amounts in figures and in words, the amounts in words shall prevail, and
  - (ii) Where there is discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the unit rate as



quoted shall govern unless in the opinion of the Owner, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the line item total as quoted shall govern and unit rate shall be corrected.

(iii) In case prices for some items are given by a Bidder as lump sum where unit rates are required, the Owner reserves the right to arrive at unit rate on the basis of dividing the entered lump sum by the specified quantity.

6.5 The amount stated in the Price Schedule shall be adjusted by the Owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the Contract Performance Guarantee (CPG) shall be forfeited.

## 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

Within 30 (thirty) days from the date of letter of award, the Bidder or his authorized representative shall attend the office of the **Addl. Chief Engineer T&T, MePTCL, Shillong.** for signing of the Contract Agreement. The Performa for Agreement is attached at Annexure-I.

8.1 The Contractor shall have to submit the Agreement, on Court Fee Stamp Paper, of **Rs 100.00 (Rupees One hundred)**, before signing of the Contract agreement

8.2 Failure on the part of the successful Bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee (CPG), in which event the Owner may make the award to the next lowest evaluated Bidder or call for new Bids.

**ANNEXURE-I**

**PERFORMA OF AGREEMENT**

THIS AGREEMENT MADE the      day of 2022 BETWEEN Meghalaya Power Transmission Corporation Limited (MePTCL) of Lum Jingshai, Short Round Road, Shillong (Meghalaya) (hereinafter called "the MePTCL") of the one part and (Name of Contractor) ..... of (mailing address of Contractor).(hereinafter called "the Contractor") of the other part.

WHEREAS the MePTCL is desirous that certain goods and services should be provided viz. (Brief description of goods & service) and has by a letter of Award dated ..... accepted the offer by the Contractor for the supply of Goods and carrying out the services.

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (i) this Performa of Agreement
  - (ii) the Letter of Award
  - (iii) the Schedule of Prices
  - (iv) the offer by the Contractor and subsequent correspondence exchange between the two parties
  - (v) the schedule of supplementary information, if any.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order set out above.
4. In consideration of the payments to be made by the MePTCL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the MePTCL to provide goods and services and remedy defects therein in conformity, in all respects, with the provisions of the Contract.
5. The MePTCL hereby covenants to pay the Contractor, in consideration of the provisions of goods and services, and remedying defects therein and

completion of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_

\_\_\_\_\_

NAME.....

NAME.....

On behalf of the Contractor

On behalf of the MePTCL

in the presence of:

in the presence of:

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NAME.....

NAME.....

Address .....

Address.....

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***Note: This Performa is included in the Bidding Documents only for the information of bidders. Only the successful bidder shall, in due course, be required to fill this Performa.***

## **9.0 OWNER'S RIGHT TO VARY QUANTITIES**

The Owner reserves the right to increase or decrease the quantity of goods valuing up to 15% of the Contract price including services, 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**

The terms of payment under the contract shall be made as follows:

### **10.1 Progressive payment:**

90% (ninety percent) of the contract price component shall be paid on completion and successful commissioning of the transformer.

### **10.2 Balance payment:**

The balance of 10% (ten percent) of the contract price component shall be paid after successful running of transformer for 1 (one) month.

10.3 Invoices for payment shall be submitted to the **Executive Engineer, T&T Division, MePTCL, Lumjingshai, Shillong -793001, East Khasi Hills District, Meghalaya.**

## **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 labor 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 equipments like helmets, etc.

## **12.0 GUARANTEE**

12.1 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.

## **13.0 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.

## **14.0 ARBITRATION**

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

## **15.0 PERIOD OF CONTRACT**

The time for completion of the work shall be **45 (forty-five)** days from the date of issue of LOA.

## **16.0 FORCE MAJEURE**

16.1 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:

- (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.
- 16.2 Provided either party shall within 15 (fifteen) days from the occurrence of such a cause notify the other in writing of such causes.
- 16.3 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.
- 16.4 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.

#### **17.0 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 the provisions under clause-15 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) In the event that compel MePTCL to terminate the contract, the Utility shall be entitled to recover from the Contractor any loss it has suffered.

#### **18.0 MISCELLANEOUS**

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

**Addl. Chief Engineer (T&T)  
MePTCL, Lumjingshai, Shillong**