# MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

**OFFICE OF THE**

**SUPERINTENDING ENGINEER (T&T),**
**LUMJINGSHAI, SHORT ROUND ROAD, SHILLONG – 793001,**

**TERMS AND CONDITIONS**

**TENDER FOR**

**"Construction of Parking in Front of Field Hostel at132/33KV Mawlyndep (Lad Nongkrem) SubStation."**

**COST OF TENDER – Rs. 3540.00**

**BID IDENTIFICATION No: *MePTCL/SE/TT/C/PAR/2023***

# INSTRUCTION TO TENDERERS.

## 1.0 GENERAL INSTRUCTIONS

The Meghalaya Power Transmission Corporation Limited, hereinafter referred to as 'MePTCL'/ 'Owner' will receive Tenders for "**Construction of Parking in Front of Field Hostel at 132/33KV Mawlyndep (Lad Nongkrem) SubStation "**

1.1 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 will consist of two parts. One part of the bid will form the Qualifying Bid, comprising the Earnest Money Deposit (EMD) and Qualifying Requirements and the other part of the bid will form the Price Bid. The Bid shall be submitted in three separate envelopes, clearly marked '**EARNEST MONEY', '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 3540.00/- (Rupees Three Thousand Five Hundred Forty only), by Demand Draft / Banker's Cheque, in favour 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 with valid electrical license of 33KV and above / MeECL Class-I 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) 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) 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 years and the average annual financial turn over should not be less than Rs 1,98,595.00(One Lakh Ninety Eight Thousand Five Hundred Ninety Five).The contractor should also submit a list of execution details of similar works, Work Order previously executed by him, for the previous 7 (Seven) years as given here under otherwise he will be rejected.

(a) Three completed works costing not less than the amount of Rs.2,64,794.00 being 40% of the estimated cost of Rs. 6,61,985.00

OR

(b) Two completed works costing not less than the amount of Rs.3,30,993.00 being 50% of the estimated cost of Rs 6,61,985.00

OR

(c) One completed works costing not less than the amount of Rs. 5,29,588.00 being 80% of the estimated cost of Rs. 6,61,985.00

(v) 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.

(vi)The bidder has adequate financial solvency and liquid assets or availability of credit facilities of not less than Rs.2,64,794.00 (Rupees Two Lakhs Sixty Four Thousands Seven Hundred Ninety Four) only.

(vii) 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.

(viii) Has established quality assurance system during his field installation activities.

3.2 In addition, the qualifying requirement stated in the accompanying 'General Terms & 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 MeECL Registered Contractor/ electrical Contractor 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 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.

4.3 Valid GST certificate, PAN Card, EPF 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/ 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 the source of procurement to the construction site subsequent cost of storage thereon, etc.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 The contractor must not sublet the work without the prior approval of the Owner.

4.13 Valid GST Certificate, Labour License certificates must be submitted along with the Tender, failing which the tender is liable to be rejected.

4.14 The contractor should furnish a copy of applicable license/registration or proof of applying for obtaining labour license, registration with EPFO, ESIC & BOCW registration.

4.15 The contractor should register the laborers with the Meghalaya Building & other Construction Workers' Welfare Board.

4.16 Non-tribal contractors must submit a copy of the valid trading license along with the tender.

4.17 Tribal contractors must submit along with their tenders a copy of the schedule tribe certificate issued by competent authority.

4.18 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.

4.19 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.

4.20 The inner and outer envelops shall be addressed to the Owner at the following address:

The Superintending Engineer (T&T) Circle
MePTCL, Shillong

4.21 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.

4.22 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.

4.23 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.

4.24 Tenders will be opened in the office of The Superintending 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 **13:00 hours of the 14th September, 2023 and will be opened on the same date at 13:00 hours. Tenders received later than the time prescribed above (i.e. 13:00 hours of the 14th September, 2023)** shall not be considered.

4.25 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.

4.26 If the envelopes are not properly sealed; the Owner shall assume no responsibility for the misplacement or pre-mature opening.

4.27 Any Bid received by the Owner after the deadline for submission of bids prescribed by the Owner, shall be **returned** unopened to the Bidder.

4.28 Bids once submitted cannot be modified or withdrawn.

4.29 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.

4.30 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.

4.31 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.

4.32 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 EARNEST MONEY DEPOSIT

5.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) amounting to Rs.6,620.00 (Rupees Six Thousand Six Hundred Twenty only) for SC/ST which is 1 % of the estimated value and Rs. 13,240.00 (Rupees Thirteen Thousand Two Hundred Forty only) for others which is 2 % of the estimated value.

5.2 The Earnest Money Deposit shall be denominated in INR favoring The Superintending Engineer (T&T), MePTCL, Shillong, and shall be in the form a 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.

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

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

5.5 The Earnest Money Deposit of successful bidder shall be returned on completion of the contract.

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

5.7 The Earnest Money Deposit 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) In case of a successful Bidder, 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 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.

(iv) 1% labour cess shall be deducted from each running & final bills.

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 Earnest Money Deposit (EMD) 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**

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 Superintending Engineer (T&T), 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 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 Earnest Money Deposit (EMD), 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 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 payments under the contract shall be made as per the general conditions of contracts of the bidding documents and the terms of payment under the contract shall be made as follows:

10.1 **Progressive payment:**

85% (eighty five percent) of the construction price component shall be paid on progressively monthly basis at unit rates (quoted in the schedule of BPS) based on quantum of work done and certification by MePTCL's representative.

10.2 **Balance payment**:

The balance of 15% (fifteen percent) of the construction price component shall be paid on successful completion and taking over by MePTCL and on completion of the guarantee period.

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 labour 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 equipments 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 6 (Six) 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 judgment 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, when 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, the same 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 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.

**16.0 PERIOD OF CONTRACT**

The time for completion of the work shall be 3(Three) months from the date of issue of final work order.

**17.0 FORCE MAJEURE**

17.1 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.

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 the provisions under clause-14 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 Miscellaneous**

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

# NOTICE INVITING TENDER (NIT)

| Sl. No | Name of Work | BID No. | Bid Security Amount (Rs) | Tender Fee (Rs) | Last Submission Date / Time | Opening Date / Time |
|---|---|---|---|---|---|---|
| 1. | "CONSTRUCTION OF PARKING IN FRONT OF FIELD HOSTEL AT 132/33KV MAWLYNDEP GRID SUBSTATION, LAD NONGKREM." | No: *MePTCL/SE/TT/C/PAR/2023* | Rs. .6,620.00 for SC/ST Rs. 13,240.00 for General category | Rs 3540.00/- (Rupees Three Thousand Five Hundred Forty only) | 14.09.2023 13:00 Hrs | 14.09.2023 13:00 Hrs |

1. Tender Fee amount in the form of "Demand Draft" pledge in favour of MePTCL Principal Account payable at Shillong. The DD in original is to be submitted along with the Techno-Commercial Bid (Hard Copy).
2. The bid validity period shall be 180 (one hundred eighty) days.
3. MePTCL reserve the right to reject any or all bids without assigning any reasons thereof.
4. For bid submission and opening, the Owner's address is

   Attention: The Superintending Engineer (T&T), Circle

   Meghalaya Power Transmission Corporation Ltd. (MePTCL)

   Short Round Road, Lumjingshai, Shillong-793001