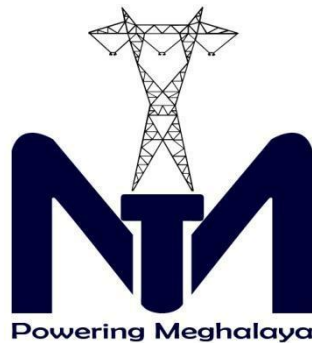


BIDDING DOCUMENT

FOR

**Manufacture, Testing, Supply and Supervision of
Commissioning of 132/33 kV, 50 MVA Mineral Oil Filled
Power Transformers and Related Services for 132 KV
NEHU Grid Substation, in Meghalaya**



**MEGHALAYA POWER TRANSMISSION
CORPORATION LIMITED**

e - tendering

**BID IDENTIFICATION No:MePTCL/CE(T)/NEHU
132/33 kV 50 MVA X-MER/2025**

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Section – 1

Instruction 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 (ITB)

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 5 (Special Conditions of Contract).

1.1.2. Eligible Bidders

1.1.2.1. Bids are invited from manufacturers of Power Transformers or their authorized channel partners/dealers/distributors, herein referred to as "Authorized Bidders" provided they are duly authorized by the Original Equipment Manufacturer (OEM) through a valid authorization letter or certificate. Such authorization shall expressly permit the Authorized Bidder to participate in this tender on behalf of the OEM, and shall confirm that the OEM shall extend full technical and after-sales support to the purchaser as required under the contract.

In such cases, the bid must be accompanied by:

1.A valid and current authorization letter/certificate from the OEM, specifically referring to this tender.

2.A declaration that the Authorized Bidder is not merely a trading intermediary but has the capability to support delivery, warranty obligations and post-supply services as per tender requirements.

Only one bid per OEM shall be considered, either directly by the manufacturer or through one authorized bidder/channel partner. Multiple bids from the same OEM through different channel partners will result in disqualification of all such bids

The Bidder shall become eligible to bid on satisfying the following "Bid Qualification Requirements" and on production of required documentary evidences along with the Tender, that he:

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.

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- 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 bidder 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)

Section 4 - "General Conditions of Supply and Installation 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 convened, 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*

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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 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. Non-attendance 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 MePTCL 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*.

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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 bidding shall be under Single Stage Two Envelope Bidding Procedure. The First Envelope i.e. Techno-Commercial Part shall comprise of the following:

I. Hard Copy

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope

- (i) Bid Security/EMD (in Original) in accordance with *ITB Clause 1.3.9; in separate envelope,*
- (ii) Power of Attorney/ Dealership Certificate
- (iii) Other documents in accordance with ITB Clause 1.3.3.2.

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

(a) As part of First Envelope

- (i) The Bidding Forms of the bid for First Envelope (Technical Part), as available on the website, such as, Contract Execution Schedule, 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, shall be duly filled and scanned in pdf format.

- (ii) Scanned copies of all the documents mentioned at Clause 1.3.10.3 of ITB

- (b) The Second Envelope i.e., the Price Bid shall comprise of documents in accordance with ITB Clause 1.3.3.3.

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- (i) Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

- 1.3.3.2. The First Envelope/Techno-Commercial Bid to be submitted by the Bidder shall comprise the following:
 - (a) Letter of Techno Commercial 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 1.3.10.4*;
 - (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 Second Envelope/Price Bid to be uploaded by the Bidder shall comprise the following:
 - (a) Letter of Price Bid;
 - (b) completed schedules as required, including Price Schedules Templates, 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 Techno Commercial 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:

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

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 (1A, 1B, 2&3) shall be summarized in a Grand Summary (Schedule 4) giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1 A: Supply Goods (Main Equipment)

Schedule No. 1 B: Related Services (Freight & InsuranceMain Equipment)

Schedule No. 2: Spares

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. Bidders who have not quoted in any of the Schedules shall be treated as non-responsive and rejected.

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 firm 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

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- 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.
- 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 hard copy, 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 the bid in the following manner:
First Envelope:

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The bidding forms (Section 2) for First Envelope (Techno-Commercial), as available on the web site, shall be duly filled, scanned and uploaded.

These shall be viewable by all the participating bidders after opening of First Envelope bids.

- (i) The soft copy of the bid consisting of the documents listed in ITB Clause 1.3.3.2 including relevant scanned documents (refer ITB Clause 1.3.10.3) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.
- a) Hard copy of followings:
- b) Bid Security (in Original) in accordance with *ITB Clause 1.3.9; in separate envelope,*
- c) Power of Attorney as per *ITB Clause 1.3.10.4;*
- d) Letter of Techno Commercial Bid;
- e) Bidding Forms in accordance with Section 2.
- f) Other Documents as listed at *ITB Clause 1.3.10.3.*

Second Envelope:

- (i) The Electronic Form/Template of the bid for Second Envelope(Price - Part)covering details regarding summary of price details.

These electronic forms/templates shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedules as per ITB Clause 1.3.3.3 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shallnot be accepted by the Purchaser in any circumstances

- 1.3.10.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

- 1.3.10.3 The List of following documents shall be scanned in pdf file & uploaded on the portal as per table given below:

S. No.	Description of Documents
1.	Power of Attorney
2.	Constitution of legal status
3.	The principal place of business
4.	The place of Incorporation or the place of registration and the
	nationality of the owner

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5.	Technical Experience certificate issued by utility/Power Grid etc.
6.	Financial Balance Sheets (for last five years)
10.	Bank Certificate
12.	Work Schedule (BAR Chart)
13.	Guarantee Declaration
14.	Other Documents
15.	Trading Licence from the Khasi Hills Autonomous District Council. In the event that the Trading Licence is not available, the Bidder is to submit the same within two months from the date of LoA.

1.3.10.4 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*. 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 initialled by the person signing the bid.

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

1.3.10.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled 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. The Bidder shall upload the soft copy of the bid as per the provisions of the portal (refer para 1.3.10 above) and submit the hard copy of Bid Security, Power of Attorney, Letter of Techno Commercial Bid Contract Execution Schedule, 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, and any other documents as required (refer para 1.3.10 above), duly marked First Envelope (Techno-Commercial Part) in the following manner.

Envelope-1:

Bid Security / EMD

Envelope-2:

Power of Attorney, Dealership Certificate, Letter of Techno Commercial Bid, Contract Execution Schedule, 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, and any other documents as required (refer para 1.3.10 above).

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The Bidder shall upload the Excel files of Price Schedule and other scanned Attachments as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the web site, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

- ☐ 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 envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) bear addressed to the Purchaser, and
- (c) bear the specific identification of this bidding process indicated in the *BDS 1.1.1.1*

1.4.1.3. The outer envelopes and the inner envelopes containing the Techno Commercial 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. Bid securities in original shall be submitted in separate super scribed envelope along with First Envelope. Bidder may upload soft copy of the any other documents which they consider relevant along with First Envelope.*

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. Soft copy of the bid shall be uploaded through the portal at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with clause 1.3.9 of ITB, Section-I in separate envelope, Power of Attorney, must be received by the Purchaser at the address specified under Appendix to ITB 1 not later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received/uploaded up to the appointed time on the next working day.

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

1.4.3. Late Bids

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- 1.4.3.1. Soft copy of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security etc.) within the stipulated deadline, its bid shall be considered as late bid. The bid submitted in hard copy [specific documents (viz., bid security etc.)] shall be returned to the bidder.

Hard copy (refer at clause 1.3.3.1 above) of the bid received by the Employer after the deadline for submission of bid prescribed by the Employer pursuant to ITB Clause 1.4.2, will be considered as late bid even if the bidder has uploaded the soft copy of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to Archive and shall not be considered at all any further.

1.4.4. Withdrawal and Modification of Bids

- 1.4.4.1. A Bidder may withdraw or modify its bid after it has been submitted provided the modification is done on the portal as well as notice is received by Purchaser prior to deadline prescribed for bid submission. A bidder may withdraw or modify its bid through the relevant provision of the portal only.

- 1.4.4.2. The Bidder's modifications shall be done and submitted as follows:

- (i) Modified Electronic form of the bid as per the provision of portal therein.
- (ii) Soft copy of the entire bid if any modification is there.

- 1.4.4.3. No bid may be withdrawn 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 Techno Commercial Bid or any extension thereof. Withdrawal of bid during the interval may result in the Bidder's forfeiture of its bid security in pursuant to ITB Clause 1.3.9.6(a).

1.4.5. Bid Opening

- 1.4.5.1. The Purchaser shall conduct the opening of the First Envelope, i.e., Techno Commercial Bids in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the *BDS*. The Second Envelope, i.e., Price Bids will remain unopened 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 Techno Commercial Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being

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substituted, which are to be returned to the Bidder unopened. Only the Substitution Techno Commercial Bid, if any, shall 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 Techno Commercial 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 Techno Commercial Bids. Only the Techno Commercial Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids will remain unopened in accordance with *ITB Sub-Clause 1.4.5.1*.
- 1.4.5.5. All other envelopes holding the Techno Commercial 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 Techno Commercial Bids and alternative Techno Commercial Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Techno Commercial Bids except for late bids, in accordance with *ITB Sub-Clause 1.4.3.1*. *Soft copy of such bids shall be sent to archive unopened.*
- 1.4.5.7. The Purchaser shall prepare a record of the opening of Techno Commercial 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. Opening of bid, whether or not accompanied with the bid security shall not be construed to imply its acceptability which shall be examined in detail pursuant to the conditions contained in the Bid Document.
- 1.4.5.8. At the end of the evaluation of the Techno Commercial Bids, the Purchaser will invite bidders who have submitted substantially responsive Techno Commercial Bids and who have been determined as being qualified for award to attend the opening of the Second Envelope, i.e., 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. The Purchaser shall notify the Bidder who has been determined as non-responsive and the Second Envelope/Price Bid submitted by them shall be sent to archive unopened and bid security shall be returned.

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- 1.4.5.9. The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Techno Commercial 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. At the time of opening of Price Bids through the portal, the following shall be read out and recorded:
- (a) the name of the Bidder;
 - (b) the Bid Prices, including any discounts; and
 - (c) 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. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder.
- 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

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and the response shall be in writing. No change in the substance of the Techno Commercial 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 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 Techno Commercial Bids

1.5.4.1. The Purchaser shall examine the Techno Commercial 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 Techno Commercial Bid. If any of these documents or information is missing, the offer *shall be rejected*.

- (a) Letter of Techno Commercial 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 Techno Commercial 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 Techno Commercial 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:

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- (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
- (iii) 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 *Appendix2 of ITB (Evaluation and QualificationCriteria).*

1.5.7. Detailed Evaluation of Techno Commercial 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;

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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 Techno Commercial Bids whether a Bidder meets the eligibility and qualifying criteria specified in *Appendix to ITB-2 (Evaluation and Qualification Criteria)*.

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. 1A, 1B and 2, 3 and the amount given in Schedule No. 4 (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 bid submitted by the Bidder with correction of errors, shall be the lowest evaluated bid and the Bidder does not accept the correction of errors, then the Bidder shall be disqualified *and its bid security forfeited*.

1.5.10. Evaluation of Price Bids

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- 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 (for supply, dismantling, erection, testing and commissioning), 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 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. However, the Purchaser reserves the right to award the contract to the bidder only for the supply scope of works, or for any of the options as indicated at Schedule (3) – Grand Summary in Section 2 of the Bidding documents.
 - 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 Bidder's 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.

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- 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 (ContractForms)*, 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 within the scheduledtime 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

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

Table of Forms

1 *Letter of Technical Bid*

2 *Letter of Price Bid*

3 *Price Schedules*

Schedule No. 1A – Supply of Goods

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

Schedule No. 2–Spares

Schedule No 3 - Grand Summary

4 *Form of Bid Security*

5 *Contract Execution Schedule*

6 *Bidders Qualification*

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

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1. Letter of Techno-Commercial 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: Spares
- (c) Our Bid consisting of the Techno Commercial 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

Date

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

2. Letter of Price Bid

[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, Spares: ;
- (iii). The total price of our Bid is the sum of:
- (iv). Discount offered (if any) for (i) Supply (Schedule 1A)%, (ii) Related Services (Schedule 1B F & I).....%, (iii) Spares (Schedule 2).....%
- (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

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PREAMBLE

General

1. The Price Schedules are divided into separate Schedules as follows:

Schedule No. 1A: Supply of Goods (Materials)

Schedule No. 1B: Related Services (Freight & Insurance _ Material)

Schedule No. 2: Spares

Schedule No 3 : Grand Summary

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. The Bidder shall fill up the Price Templates carefully to avoid errors.
5. Bid prices shown in the Schedules below are indicative only and shall be quoted in the manner indicated in the Templates.

As specified in the Bid Data Sheet and Special Conditions of Contract, prices shall be fixed and firm for the duration of the Contract.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 3 (Purchaser's Requirements) or elsewhere in the Bidding Document.

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SCHEDULE NO. 1 A – Supply of 132/33 KV 50 MVA Transformer for 132 KV Grid Sub Station NEHU

Sl. No.	Description	Measuring Unit	Qty	Unit Prices		Total Ex Work Price including GST	Other Taxes if any (specify) ²	Total Price including all Taxes
				Unit Price without any taxes	GST			
1	2	3	4	5	6	7 = 4 x (5 + 6)	8	9 = 7 + 8
1.	Manufacturing, Testing, Supply, and Supervision of commissioning of 132/33 KV 50 MVA Mineral Oil filled Transformer along with NIFPS, Digital RTCC Panel consisting of Digital RTCC Relay and related Services. With first filing of Oil and 10% extra	No	2					
2	Auxiliary Equipment: Transformer Health Monitoring Unit	No	2					

Name of Bidder

Signature of Bidder

1 *All amounts shall be in Rupees.*

2 *Use separate columns for each type of taxes. Other taxes mean entry tax, octroi, exit tax or any other taxes as applicable.*

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SCHEDULE NO. 1B - RELATED SERVICES (FREIGHT & INSURANCE - MATERIALS)

Item	Description	Unit	Qty	F&I	GST	F&I + GST	TotalPrice
1	2	3	4	5	6	7=5+6	8=4 X 7
1.	F&I forSupply of 132/33 KV, 50 MVA Mineral Oil filled Transformer along with NIFPS, Digital RTCC Panel consisting of Digital RTCC Relay and Related Services	No	2				

Name of Bidder _____

Signature of Bidder _____

1All amounts shall be in Rupees.

2Prices shall be inclusive of all taxes as applicable.

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SCHEDULE NO.3 – SPARES

Sl. No.	Description	Unit	Qty	Unit Prices		Total Price including GST	Other Taxes if any (specify)	Total Price including all Taxes
				Unit Price without any taxes	GST			
1	2	3	4	5	6	$7 = 4 \times (5 + 6)$	8	$9 = 7 + 8$
1	LV bushing	Nos	3					
2	HV Bushing	Nos	3					
3	Terminal connectors for HV	set	3					
4	Terminal connectors for LV.	set	3					

Name of Bidder _____

Signature of Bidder _____

1 All amounts shall be in Rupees.

2 Prices shall be inclusive of all taxes as applicable.

Schedule No. 3 - Grand Summary

Schedule	Column	Title	TOTAL
1A	9	Supply of Goods – Materials	
1B	8	Related Services (Freight & Insurance) – Materials	
2	9	Spares	
Grand Total to be carried forward to Letter of Price Bid			

Name of Bidder

Signature of Bidder

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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 SecurityNo.:
.....

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 . . 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.

. . . *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 *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.

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

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers,	
Attached are copies of the following original documents. O 1. In case of single entity/firm, documents, in accordance with ITB 1.1.2.1. O 2. In case of single Company, documents, in accordance with ITB 1.1.2.2.	

Form LIT - Pending Litigation Each Bidder must fillin this form

Pending Litigation			
- No pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB (Evaluation and Qualification Criteria) -Pending litigation in accordance with Criteria 2.1.3 of Appendix 2 of ITB(Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

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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 IncomeStatement

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).

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Form FIN - 2: Average Annual Turnover Each Bidder must fill in this form

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.

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 Evaluation and Qualification Criteria with necessary supporting documents.

Financial Resources

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

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Form EXP – 1: General Experience

Each Bidder must fill in this form

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name and Address of Purchaser Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2: Specific

Experience Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No. of.	Contract Identification	
Award Date	Completion Date	
Role in Contract	O Bidder	O Sub - Bidder
Total Contract Amount	(Rupees)	
Purchaser's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.3.3 of APPENDIX TO ITB2 APPENDIX TO ITB2		
1. Brief Specification of Goods supplied		
2. Date of commissioning.		
Description of the similarity in accordance with Criteria 2.3.3 of APPENDIX TO ITB2		
attached are copies of the following original documents. O 1. Type Test Certificates. O 2. Recent performance certificates O 3. Copy of the Contract Document.		

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PURCHASER REQUIREMENT

SECTION –3

1 GENERAL

This specification covers the design, manufacture, assembly, shop test, supply, delivery, field testing and commissioning of the power transformer at 132/33KV NEHU Grid Sub-station Substation towards augmentation of existing gold Substation, as per specifications and site conditions of existing Substation complete with all accessories, fittings and auxiliary equipment for efficient and trouble-free operation as specified herein under. Site testing of transformer and test certificate validation may be done by transformer manufacturer.

The equipment specified in this Section of the Contract shall conform to the latest edition of the appropriate IEC specifications and / or other recognized international standards. In particular:

IEC 60076	Power transformer
IEC 60137	Insulating bushings for alternating voltages above 1kV
IEC 60156	Insulating liquids - Determination of the breakdown voltage at power frequency – Test method
IEC 60296	Specification for unused mineral insulating oils for transformers and switchgear
IEC 60551	Determination of transformer and reactor sound levels
IEC 60616	Terminal and tapping markings for power transformer
IEC 60722	Guide to the lightning impulse and switching impulse testing of power transformers and reactors

Equipment to be Furnished:

132/33 kV, 50 MVA Power Transformer

2. DESIGN REQUIREMENT

- 2.1. The transformer shall be connected to three phase 50Hz system of 132kV and 33kV systems as specified for 132/33kV, 50 MVA Power Transformers.
- 2.2. The transformer shall be installed outdoor in a hot, humid atmosphere. The transformer shall be oil immersed and designed for the cooling system as specified in Appendices.
- 2.3. The transformer shall be capable of operating continuously at its rated output without exceeding the temperature rise limits as specified in Appendices.
- 2.4. The transformer windings shall be designed to withstand short circuit stresses at its terminal with full voltage maintained behind it for a period as per IEC- 60076.
- 2.5. The transformer shall be capable of continuous operation at the rated output under the following conditions:
 - a) The Voltage varying $\pm 10\%$ of rated voltage
 - b) Frequency varying $\pm 5\%$ of the rated frequency

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- 2.6. The transformer shall be capable of delivering its rated output at any tap position.
- 2.7. The transformer shall be free from annoying hum and vibration when in operation even at 10% higher voltage over the rated voltage. The noise level shall be in accordance with respective IEC standards.
- 2.8. The transformer shall be designed and constructed so as not to cause any undesirable interference in radio or communication circuits.
- 2.9. The transformer shall be designed to take care of third harmonics not to exceed 2% of fundamental frequency.

3. CONSTRUCTION FEATURES

3.1 Tank

The tank shall be of all welded construction and fabricated from sheet steel of adequate thickness. All seams shall be properly welded to withstand requisite impact during short circuit without distortion.

Stiffener of structural steel for general rigidity shall reinforce the tank wall. The tank shall have sufficient strength to withstand without any deformation by mechanical shock during transportation and vacuum filling in the field.

The tank cover shall be bolted on to the tank with weatherproof, hot oil resistant, resilient gasket in between for complete oil tightness. If gasket is compressible, metallic stops shall be provided to prevent over compression. Bushings, turrets, cover of access holes and other devices shall be designed to prevent any leakage of water into or oil from the tank. The tank cover shall also be provided with two (2) nos. of grounding pads and connected separately to tank grounding pads.

The transformer tank shall be provided with four sets of bi-directional flanged wheels for rolling the transformer parallel to either direction of center line on rail. anti-earthquake device shall also be provided.

Manholes of sufficient size shall be provided for access to leads, windings, bottom terminals of bushings and taps.

3.2 Core & Coils

The transformer shall be of core type. The core shall be built up with interleaved grade non-aging, low loss, high permeability, grain-oriented, cold rolled silicon steel lamination properly treated for core material. Core grade shall be MOH or better. Core thickness shall be 0.23 mm Maximum.

Transformer shall be of boltless core design. Transformer manufacturer should have in-house core cutting facilities for proper control & monitoring of quality & to avoid mixing of Prime core with Second grade /defective core materials. Transformer Manufacturer should have in-house slitting Machine so as, core is cut to width & stacked with minimum air gap thus ensuring Burr level less than 10 Microns.

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Core shall be procured from one of these reputed Manufacturers like Posco/ Nippon/ Novex/ AK Steels / NLMK / Viz steel/ JFE etc.

The insulation structure for the core to bolts and core to clamp plates shall be such as to withstand a voltage of 2000V for one minute. Stage inspection to witness the same can be conducted by representatives of MePTCL at any point of time during manufacturing process along with witnessing the manufacturing facility.

Coil shall be manufactured from electrolytic copper 99.9% pure and LV winding shall be of CTC (Continuously transposed copper). They should be properly insulated and stacked.

All insulating material shall be of proven design. Coils shall be so insulated, that impulse and power frequency voltage-stresses are minimum.

Coil assembly shall be suitably supported between adjacent sections by insulating spacers and barriers. Bracing and other insulation used in the assembly of the winding shall be arranged to ensure a free circulation of the oil and to reduce the hot spot of the winding.

All leads from the windings to the terminal board and bushings shall be rigidly supported to prevent injury from vibration or short circuit stresses. Guide tube shall be used where practicable.

The core and coil assembly shall be securely fixed in position so that no shifting or deformation occurs during movement of transformer or under short circuit stresses.

The bidder shall offer the CORE for inspection and approval by the purchaser during the manufacturing stage. Bidder's call notice for this purpose shall be accompanied with the following documents, as applicable, as a proof towards use of PRIME CORE MATERIALS.

- i. Invoice of the supplier
- ii. Mill's Test Certificates
- iii. Packing List
- iv. Bill of Lading
- v. Bill of Entry certificate by the Customs

Core Materials shall be directly purchased either from the manufacturer or through their accredited marketing organization of repute and not through any agent. However, if the proof provided is considered sufficient by the Owner the core inspection can be waived.

Bidder should have in house core cutting facility for proper monitoring & control on quality and also to avoid any possibility of mixing of prime material with defective/second grade material In case it is done outside cutting should be done in presence of purchaser.

Bidder should have hydraulic core lifting facility to avoid any jerk at the time of core building.

3.3 Tapping

- 3.3.1 On-load taps as specified in Appendix shall be provided on the high voltage winding of the transformer.
- 3.3.2 The transformer shall be capable of operation at rated output at any tap position provided the primary voltage does not vary by more than $\pm 10\%$ of the rated voltage corresponding to the normal tap. Where the new transformer is required to operate in parallel with the existing one, the tap changer shall be similar to the one installed with the existing transformer.
- 3.3.3 The winding including the tapping arrangement shall be designed to maintain the electromagnetic balance between H.V., L.V. & Tertiary winding at all voltage ratios (If applicable).

3.4 Insulating Oil

The insulating oil shall conform to the latest revision of IEC Publication 60296, properly inhibited for preventing of sludging.

The necessary first filling of oil shall be supplied for the transformer in non-returnable container suitable for outdoor storing. Five percent (5%) excess oil shall also be provided to take wastage into account.

3.5 Oil Preservation System

Oil preservation shall be by means of conservator tank system.

3.5.1 Conservator tank system

- 1) The conservator tank shall be mounted on a bracket fixed on the tank.
- 2) The conservator tank may be provided with two compartments, one for the main transformer tank while the other is for the OLTC compartment (if any). The partition barrier shall be provided so that OLTC oil (if any) shall not be mixed up with transformer oil under any circumstances.
- 3) One compartment shall be connected with the main transformer tank by pipes through double float Buchholz Relay (gas operated relay) with valves at both ends.
- 4) The other compartment shall be connected with OLTC (if any) compartment by pipes through single float Buchholz Relay / oil surge relay with valves at one ends.
- 5) Using a flexible urethane air cell shall prohibit contact of the oil in the compartment for the main tank with atmosphere. The cell shall be vented into the atmosphere through a silica gel breather and shall inflate or deflate as oil volume changes.
- 6) Both compartments shall be provided with their own breather, filler cap and drain plug.

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- 7) Each compartment of the conservator shall be provided with dial type level indicator visible from the ground level and fitted with low oil-level alarm contact. Plain oil level gauge shall also be provided to each compartment.

3.6 Temperature Indicators

- 3.6.1 The winding temperature indicator shall be provided with necessary contacts to take care of the following.

- a. Starting of cooling units in stages, with rise of temperature for ONAF rating
- b. Alarm on high temperature
- c. Trip on higher temperature

One set of oil temperature indicator with maximum reading pointer and electrically separate sets of contacts for alarm and trip shall be mounted locally so as to be readable at a standing height from ground level.

- 3.6.2. Make & Manufacturer:

The Temperature Indicators should be from the manufacturer:-Reputed Make

- 3.7 Buchholz Relay (Gas Operated Relay - For Conservator Type of Oil Preservation)

- 3.7.1 The Buchholz Relay shall be provided with two floats and two pairs of electrically separate contacts - one pair for alarm and the other pair for tripping.

- 3.7.2 Buchholz Relay shall be provided with the facility for testing by injection of air by hand pump and with cock for draining and venting of air

- 3.7.3 Pressure relief device shall be furnished and mounted on top of the tank in the region of the gas space. The relay shall respond to sudden increase in internal gas pressure in the transformer due to internal arcing. The relay shall be provided with trip contact.

Above relay shall be stable during change in oil or gas pressure due to change in ambient temperature and / or loading.

3.8 Transformer Bushings

All bushings shall conform to the requirements of the latest revisions of IEC Publication 60137.

The bushing shall be located so as to provide minimum electrical clearances between phases and also between phase and ground as per relevant standards.

All bushings shall be porcelain type and shall be furnished complete with terminal connectors of adequate capacity including arcing horns for HV & LV. The porcelain used in bushings shall be homogeneous, nonporous, uniformly glazed to brown color and free from blisters, burns and other defects.

Stresses due to expansion and contraction in any part of the bushing shall not lead to deterioration.

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Bushings rated for 72.5kV and above shall be of the oil-filled condenser type with a central tube and draw-in conductor which shall be connected to the connector housed in the helmet of the bushings. The pull through lead shall be fitted with a gas bubble deflector. Condenser type bushings shall be equipped with following in addition to requirements indicated elsewhere.

- a. Provision for power factor testing without disconnecting main leads
- b. Stress rings and lower end shields
- c. Current transformers shall be provided as specified, and the bushing shall be so arranged that it can be removed without disturbing the current transformers and secondary terminals
- d. Bushing turrets shall be provided with vent pipes, which shall be connected to route any gas collection through the Buchholz relay.

3.9 Breather

Each conservator vessel shall be fitted with a maintenance free breather in which only pure silica gel has been filled as a dehydrating agent. The silica gel filling capacity shall be minimum 1kg for the OLTC (if any) conservator and 2 kg for the main conservator. The maintenance free breather shall be equipped with a self learning algorithm alpha control for the OLTC (if any) conservator and beta control for main tank conservator.

3.10 Marshaling Box

A sheet steel weatherproof marshaling box of IP-55W construction shall be provided. The box shall contain all auxiliary devices except those which must be located directly on the transformer. All terminal blocks for external cable connections shall be located in this box.

The marshaling box shall have the following but not limited to them

- a) Load disconnect switch for incoming power supply for auxiliaries
- b) Cooler fan motor starters and necessary protection - NA
- c) FAN START-STOP control switch - NA
- d) AUTO-MANUAL selector switch - NA
- e) Wiring and termination individually of the following alarm contacts for remote pre-trip alarm
 - Buchholz relay alarm for main tank (for conservator type)
 - Buchholz / oil surge relay alarm for OLTC (if any)

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- Winding temperature high alarm
- Oil temperature high alarm
- Tank oil level low alarm
- Tap change incomplete alarm
- f) Wiring and termination individually of the following trip contacts for remote trip and trip alarm
 - Winding temperature high trip
 - Oil temperature high trip
 - Buchholz relay trip or sudden gas and sudden oil pressure relay trip
 - Pressure relief device

Cubicle illumination lamp with door switch and space heater with thermostat and ON-OFF switch shall be provided.

Wiring shall be as specified in section under General Technical Specifications.

3.11 Termination-

- a. HT Side termination – Bare Bushing
- b. LT side Termination – Bare Bushing

3.12 Terminal Blocks

Terminal blocks shall be as specified in Technical Requirements under section in General Technical Specifications.

3.13 Painting

Painting works shall be as specified in Technical Requirements under section in General Technical Specifications.

3.14 Auxiliary supply

All indications, alarms and trip contacts provided shall be suitable for operation on a nominal 110V DC system.

Tap changing gear shall be suitable for operation of 400V \pm 10%, 3 phase, 4 wire, 50Hz, AC.

Cooling fans shall be rated at 400V \pm 10% 3 Ph, 50Hz, AC.

The tap changing and cooler control supply voltage shall be 400/230V, 50Hz AC.

4 AUXILIARY EQUIPMENT TO BE FURNISHED

4.1 Bushing Current Transformer

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Each transformer shall be provided with one (1) set of current transformer each on the HV and LV terminal bushings to be used for transformer differential relaying.

The transformer shall be provided with neutral bushing current transformer to be used for earth fault protection in High / Low Voltage sides.

Current transformer rating and accuracy class shall be as per Appendices and shall be designed to withstand the electromagnetic stresses developed during short circuit.

The current transformer secondary leads shall be wired up to a separate disconnecting type terminal block within the marshaling box. The terminal blocks shall be complete with shorting links.

4.2 Lightning Arresters

The lightning arrester shall be mounted on tank for nominal Voltage level up to 66kV. The lightning arresters shall comply with the specifications in the chapter in Lightning Arrester. The Contractor shall coordinate the insulation.

4.3 Cooling Equipment

Each transformer shall be equipped with a sufficient number of radiators.

4.4 Transformer Health Monitoring:-

All the transformers should have the features of predictive health monitoring. The system should be such that online 24 X 7 health monitoring will happen and the employer will be able to see all the analysis of the health data and the recommended actions on their web based dashboard.

The system should have the below specific features.

1. Measurements

The solution should:

- a. Measure moisture in oil
- b. Measure top & bottom oil temperature
- c. Measure vibration trends
- d. Measure Hydrogen Gas levels in Oil
- e. Measure partial discharge activity

2. Monitoring Parameters

The solution should:

- a. Track water content of paper
- b. Track hot spot temperature
- c. Track external moisture ingress
- d. Track impact of moisture on the breakdown voltage of oil

3. Predictive Capabilities

The solution should:

- a. Predict the remaining insulation life of the transformer
- b. Predict overloading effects on the insulation of the transformer
- c. Help asset engineers to assess transformer risk

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- d. Have configurable notifications to alert users to changes in transformer risk
- e. Configurable notifications to alert users when transformer risk parameters exceed levels specified by IEEE and CIGRE standards and make recommendations for action.
- f. Have Fleet-wide view – ability to rank transformers based on multiple parameters including risk and forecast Life Left

4. Condition Based Maintenance

The solution should:

- a. Assist review of maintenance routines, facilitating condition-based maintenance
- b. Detect small failures and assist in preventing catastrophic failures.

5. Data Storage

The solution should

- a. Keep track of major maintenance works.
- b. Store monitoring data for a period of up to 7 days in the event of lost communication

6. Sensor Maintenance

- a. The solution will require a minimum amount of maintenance/calibration during its lifetime
- b. The warranty life of the solution shall be 5 years
- c. Analytics through cloud connectivity subscription for 5 years to be considered while offering

7. Solution Accessibility

The solution should

- a. Be web accessible i.e., easily access from around the world
- b. Allow inclusion of additional users without charge

8. Installation

The solution should

- a. Have communication costs included in the final quote. Communication costs should be met by the vendor
- b. Come with fully provisioned telecommunications, requiring no site configuration.

5 TESTS

5.1 Routine Tests

All routine and type tests shall be done in OEMs in-house NABL accredited lab.

On completion, each transformer shall be subjected to the following Routine Tests. As far as practical, the procedure of IEC 60076 shall be followed.

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- 34) Applied voltage test
- 34) Induced voltage test
- 34) No-load loss and excitation current test
- 34) Impedance voltage and load loss test
- e) Winding resistance measurement
- f) Ratio test
- g) Polarity and phase-relation test
- h) Leakage test

5.2 Special Tests

The following tests shall be performed on each transformer:

- Zero phase sequence impedance measurement
- After fabrication, the tank fitted with all valves, covers, conservator tank etc., shall be completely filled with transformer oil and subjected to a pressure of 25% over the normal pressure of oil. This pressure shall be maintained for 12 hours during which time there shall be no leakage of oil nor shall there be any permanent set when pressure is released. If any leakage or permanent set occurs, the test shall be conducted again after rectification of defects.
- Excitation loss and current measurements shall be made at 90%, 100%, and 110% of rated voltage.
- Measurement of third harmonic voltage.
- Measurement of acoustic noise level.
- Measurement of harmonics of the no-load current.
- Temperature rise test.

5.4 Tests on Miscellaneous Components

The various components of the transformer such as insulating oil, bushings, current transformers, etc. shall be tested in accordance with the latest revision of relevant standards listed in this Specification.

The ON-LOAD tap changer shall be tested in accordance with the relevant IEC standard.

5.5 Test Certificates

Test certificates shall be furnished in required number of copies for approval.

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If the inspection is waived, the routine, special and design test certificates of the transformer as well as miscellaneous equipment shall be furnished for approval before the dispatch of the equipment from the factory.

5.6 Field Tests

After installation at Site, the transformer shall be subjected to the following field tests:

- Construction inspection
- Insulation oil test for
- Dielectric strength
- Acidity content
- Dissolved gas analysis
- Measurement of insulation resistance
- Ratio tests
- Polarity tests
- Tap change operation test, etc.
- Magnetizing balance test
- Calibration of WTI and OTI
- Setting of alarm, trip and cooler controls and operation check.

TENDER EVALUATION AND THE GUARANTEED LOSSES

Losses has been mentioned in the GTP. No deviation on losses shall be accepted.

Capitalization of Transformer Losses:

When evaluating the individual bid received from various Bidders, the transformer shall be evaluated for the cost of losses based on the following relation.

$$P_E = P_b + K_L \times L_L + K_{NL} \times L_{NL} + K_{CL} \times L_{CL}$$

P_E = Evaluated Price

P_b = Bid Price

K_L = Value of Load Loss

L_L = Guaranteed Load losses at rated Current (Maximum MVA base)

K_{NL} = Value of no Load Loss

L_{NL} = Guaranteed no Load Loss

K_{CL} = Value of Cooler Loss

L_{CL} = Guaranteed Cooler Loss

The transformer losses shall be capitalized as follows:

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- **Value of No load losses: INR 396,855.00 per kW**
- **Value of Load losses: INR 99,976.00 per kW**
- **Loss associated with cooling fan load: INR 33,297.00 per kW**

If the bidders quote unrealistic and unachievable guaranteed transformer loss values (no-load or load losses), then the Employer may ask the bidder to submit technical justifications to substantiate such guaranteed losses. If the justifications are not satisfactory, the proposed transformers shall be rejected and the bid shall be considered non-responsive.

6 PERFORMANCE GUARANTEE

The performance figures quoted on Technical Data Sheet shall be guaranteed within the tolerances permitted by relevant standards listed under section of General Technical Specifications, and shall become a part of the successful Bidder's Contract

7 DRAWINGS, DATA & MANUALS

Submission of Drawings, Data & Manuals by the Bidder along with the Tender Document and that after the award of Contract for approval shall be as follows:

7.1 Typical general arrangement drawing of the proposed equipment shall be submitted along with the bid.

7.2 After Award of Contract

After award of Contract, the successful Bidder shall submit the required number of copies of following data for approval.

34) Outline dimensional drawing showing the general arrangement, indicating the space required for:

- Cable termination arrangement
- Wheel base dimension & detail

2) Head clearance required for de-tanking of core and coil assembly

3) Foundation plan and loading

4) Transport / shipping dimension with net weight and weights of various parts

5) Final calculation of impedance for each transformer at normal, lowest and highest taps.

6) Schematic flow diagram of cooling system showing the number of cooling units

7) Technical details along with control schematic and wiring diagram for marshaling box, remote tap-changer control panel.

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- 8.3 Any other relevant data, drawing and information necessary for review of the items under Clause No. 8.2 whether specifically mentioned or not, shall be furnished along with this information.

8 NAME PLATE

Each transformer shall be provided with a nameplate of weather resistant material fitted in a visible position showing but not limited to the following items:

- 34) Kind of transformer
- 34) Manufacturing standard
- 34) Manufacturer's name
- 34) Year of manufacture
- e) Manufacturer's serial number
- f) Number of phases and frequency
- g) Rated power
- h) Rated voltages and currents
- 34) Connection symbol (Vector group)
- j) Percentage impedance at normal, highest and lowest taps at max. base MVA
- k) Type of cooling
- l) Total weight
- m) Weight of insulating oil
- n) Weight of transportation and un-tanking
- o) No-load and Full load losses values in kW
- p) Temperature rise
- q) Connection diagram
- r) Insulation levels
- s) Details regarding tappings.

9 SPARE PARTS

The spare parts shall be provided in required quantities as listed in Price Schedule. Further spare parts as recommended by the manufacturer shall also be included in the Price Schedule. If the spare parts are deemed not required by employer, it can be deleted during contract negotiation.

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10 TRANSPORTATION

The core and coils shall be completely dried before shipment and assembled with tank and with oil or dry nitrogen depending upon the size of the transformers. In order to facilitate handling and shipping, as many external accessories as practical, including bushings, shall be removed and replaced by special shipping covers.

Bushings, radiators and other accessories, which may be affected by moisture, shall be packed in moisture proof containers.

APPENDIX : TECHNICAL PARTICULARS OF 132/33kV, 50 MVA POWER TRANSFORMER

S.No.	Description	Required data for 132/33kV 50 MVA Transformer
1.	Rated capacity	50 MVA
2.	Quantity required	Two(2) Nos.
3.	Type	Outdoor, Oil-immersed
4.	Type of cooling	ONAN
5.	Temperature rise above 40 degree C ambient temperature	
	a) In oil by thermometer	50 degree C
	b) In winding by resistance	55 degree C
6	Number of phases	3(three)
7	Maximum voltage (line to line)	
	a) Primary	145kV
	b) Secondary	36kV
8	Rated Voltage (line to line)	
	a) Primary	132kV
	b) Secondary	33kV
9	Insulation level of winding	
	a) Basic impulse level as per IEC 76	
	- Primary	170 kV (peak)
	- Secondary	75 kV (peak)
	b) Power frequency induced over voltage (1 minute)	
	- Primary	70 kV (rms)
	- Secondary	28 kV (rms)
	Noise level	
	a) On ONAN rating	As per NEMA
	c) On ONAF- rating	
10	Connections	
	a) Primary	Delta
	b) Secondary	Star
11	Vector group reference	Dyn11
12	Magnitude of IIIrd harmonics voltage as of fundamental frequency	% <2
13	Type of tap changer	On-load
14	Range of taps	± 10 %
15	Number of taps	16
16	Method of tap changer control	
	- Mechanical local	Yes

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	- Electrical local	Yes
	- Electrical remote	Yes
	“MASTER-FOLLOWER-INDEPENDENT” and “AUTO –MANUAL” selection	Yes
17	Percent impedance voltage at rated MVA and 75 degree C .	12.5% (IEC TOL AT PRINCIPAL TAP)
18.	System grounding	
	a) Primary	NA
	b) Secondary	Solidly grounded
19	Neutral terminals & BCT	
	- Primary	NA
	- Secondary	yes, required
20	Tank Mounted Lightning Arrester	
	HV	NA
	LV	NA
21	Losses	
	a. NO Load Loss at rated voltage & frequency (kW) (Max)	To be guaranteed by the bidder (evaluation shall be done as per loss capitalization rates)
	b. Full Load Loss (Max) at 50 MVA base	To be guaranteed by the bidder (evaluation shall be done as per loss capitalization rates)
	c. Auxillary Loss KW	To be guaranteed by the bidder (evaluation shall be done as per loss capitalization rates)
	d. Total Loss KW	To be guaranteed by the bidder (evaluation shall be done as per loss capitalization rates)
22	Bushing Current Transformers	
	a) Number of core / Burden /current ratio (HV Phase & Neutral)	NA
	b) Number of core / Burden /current ratio (LV Phase & Neutral)	NA
23.	Smart Transformer Monitoring	
	c) Water Activity, aw (Relative Humidity)	d) Measurement Range: 0 – 100 % e) Accuracy: < 2.0 % (20 – 95 % aw) at 0 to 100 °C
	f) Oil Temperature	g) Measurement Range: -30 to 125 °C h) Accuracy: < ±0.5 °C at 0 to 110 °C, < ±2 °C otherwise

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	i) PD Activity	j) Correlated multi-band UHF, targeting PD activity inside tank
	k) External Tank Temperature	l) Measurement Range: -40 to 100 °C m) Accuracy: ± 3 °C n) 10 M cable supplied
	o) Vibration / Acoustic	p) 50 – 2400 Hz (Tank and connected components)
	q) Magnetic	r) ± 1.6 mT range (± 16 gauss range)
	s) Water Activity, aw (Relative Humidity)	t) Measurement Range: 0 – 100 % u) Accuracy: < 2.0 % (20 – 95 % aw) at 0 to 100 °C

	v) Measurement period	5 minutes
	w) Data storage	x) 8 GB
	y) Connectivity	z) 3G / 4G all available networks (standard) Wi-Fi (option)
	aa) Local communication	bb) RS485 (option)
	cc) Probe length	dd) 230 mm (option) ee) 315 mm (standard) ff) 400 mm (option)
	gg) Sensor power supply	hh) 18 – 65 V DC ii) < 5 W jj) 5-pin male M12 all-weather connector Fuse, MOV and reverse polarity protected
	kk) Lv mains din power supply option (included with standard product)	ll) Single width DIN rail mount 24V, 15 Watt mm) 110 – 370 V DC nn) 85 – 264 V AC

APPENDIX : TRANSFORMER ACCESSORIES

Each transformer furnished under this specification shall be equipped with the following:

1. Oil conservator with two compartments each with filler caps and drain plugs.
2. One set of Silica Gel breathers with connecting pipe and oil seal.
3. Air release plug.
4. Double float Buchholz Relay with electrically separate trip and alarm contacts for transformer tank.
5. Two Nos. of shut-off valves at both sides of each Buchholz Relay.
6. Mechanically operated self-resetting type pressure relief device with visible operation indicator and trip contact.
7. 150mm Dial Magnetic Oil Level Gauge with low level alarm contact.
8. Direct Reading Oil Level Gauge.
9. 150mm. Dial Oil Temperature Indicator with maximum reading pointer and individually adjustable electrically separate sets of contact for alarm and trip.
10. 150mm Dial Winding Temperature Indicator with individually adjustable electrically separate sets of contact for two stage cooler control, alarm and trip with detector element complete with heating coil, CT's etc.
11. Drain valve with threaded adapter.
12. Sample valve (top and bottom)
13. Filter valves with threaded adapter (top and bottom)
14. Cover lifting eyes
15. Jacking pads, hauling and lifting lugs.
16. Bi-directional flanged wheels.
17. Rails
18. Clamping device with nuts and bolts for clamping the transformer on foundation rails.
19. Ladder with safety device for access to the transformer top and Buchholz Relay.
20. Ground pads each with two (2) nos. tapped holes, bolts and washer for transformer tank, radiator bank.
21. Rating plate and terminal marking plate.
22. Marshaling box for housing control equipment and terminal connections.
23. Any other standard accessories including arcing horns.

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

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Bidders or manufacturer or Contractor 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 and shall include their legal representatives, successors and assigns.
- 4.1.3. 'Bidder's' or 'manufacturer' or 'Contractor' 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-bidder's' 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 bidder's 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 bidder's 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, supervision, testing & commissioning satisfactorily 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 bidder's in the performance of the contract.
- 4.1.11. The term 'contract price' shall mean the lump sum price quoted by the bidder's 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/materials etc.
- 4.1.13. The term 'erection, testing & commissioning portion' of the contract price shall mean the value of the field activities of the works such as storage & handling, supervision, testing and commissioning satisfactorily of the 132/33 KV, 50 MVA Mineral Oil filled Transformer.
- 4.1.14. 'Manufacturer's works' or 'Authorised bidder's works' shall mean the place of works after the Letter of award has been issued.

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- 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 bidder's, their collaborators / associates or sub-bidder's 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 bidder's 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 bidder's 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.
- 4.1.23. 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.
- 4.1.24. 'Guarantee period' / 'maintenance period' shall mean the period during which the bidder's shall remain liable for repair or renew of any defective portion of the works performed under the contract.
- 4.1.25. '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.
- 4.1.26. '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 bidder's with his bid provided such drawings are acceptable to the owner/consultant.

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- (d) Drawings furnished by the owner/consultant to the bidder's during the progress of the work, and
- (e) Engineering data and drawings submitted by the bidder's during the progress of the work provided such drawings are acceptable to the engineer/owner.

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 confirm 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 Related Services (Supervision, Testing and Commissioning) 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) Bidder's bid proposal and the documents attached thereto including the letters of clarifications thereto between the bidder's 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 bidder's 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 bidder's 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

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furnished by or on behalf of the owner in connection therewith, to any person other than a person employed by the bidder's 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 bidder's 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 bidder's 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 bidder'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 Turnkey Contract.
- 4.7.2. The contract shall in all respects be construed and governed according to Indian laws.
- 4.7.3. 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 bidder's will prepare the contract agreement in accordance with Section-6 Contract Form No.2, which shall be signed within 7 (seven) 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 bidder's 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 bidder's shall be provided with one signed original and rest will be retained by the owner.
- 4.9.3. The bidder's 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 bidder's at his own cost shall provide the owner with at least 3 (three) true copies of agreement within 3 (three) days after the signing of the contract.

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4.10. ENFORCEMENT OF TERMS

- 4.10.1. The failure of either party to enforce 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 bidder's 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 bidder's 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 related services 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 bidder's 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 bidder'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 bidder's.
- 4.12.3. Based on the above agreed PERT network, fortnightly reports shall be submitted by the bidder's as directed by the Engineer.
- 4.12.4. 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)*

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- 4.14.1.1. If the bidder's fails to deliver equipment & materials within the time fixed under the contract, the bidder's shall pay to the owner as liquidated damages and not as penalty, a sum specified for each specified period of delay. The details of 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. Unless otherwise specified in the special conditions of contract, the liquidated damages for delay in supply of equipments, beyond the dates stipulated shall be ½% (half percent) of the price of undelivered materials, per week or part thereof.

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.
- 4.14.3. Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the bidder's 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 bidder's shall warrant that the materials supplied 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.
- 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 bidder's and the cost of such work shall be paid by the bidder's. This shall not relieve the bidder's of his liabilities under the terms and conditions of the contract.
- 4.15.3. If it becomes necessary for the bidder's 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

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proceed to do the work at the bidder's risk and cost, but without prejudice to any other right, when the owner may have against the bidder's in respect of such defect.

- 4.15.4. The repaired or new parts will be furnished and erected free of cost by the bidder's. If any repair is carried out on his behalf at the site, the bidder's 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 bidder's, the same shall be borne by the bidder's.
- 4.15.6. The acceptance of the equipment by the engineer shall in no way relieve the bidder's of his obligations under this clause.
- 4.15.7. At the end of the guarantee period, the bidder's liability ceases except for latent defects. For latent defects, the bidder's liability as mentioned in clauses 4.15.1 through 4.15.5 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-bidder's to the bidder's, where a longer guarantee (more than 12 months) is provided by such sub-bidder's. The owner shall be entitled to the benefit of such longer guarantees.

- 4.15.8. The Bidder is to ensure continued support in the after sales and services of the equipments supplied.
- 4.16. TAXES, PERMITS & LICENCES
- 4.16.1. The bidder's shall be responsible for payment of all non-Indian taxes, duties, levies, lawfully assessed against the owner or the bidder's in pursuance of the contract. In addition the bidder's shall be responsible for payment of all Indian duties, levies and taxes etc lawfully assessed against the bidder's for his personal income & property only.
- 4.16.2. Necessary Permits and Licences as mandated by Central/State/District Council shall be submitted by the successful bidder within three months from the date of award of LoA. Non submission of the same within the specified period shall result in the cancellation of the LoA.

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 bidder's that the bidder's has supplied materials etc or part of materials unsound and imperfect or has furnished any materials inferior to the quality specified, the bidder's 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 bidder's fails to do so, the engineer may on giving the bidder's 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 bidder's perform all such works, furnish all such equipment / materials provided that nothing in this clause shall be deemed to deprive the

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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 lost during transit, the owner shall give notice to the bidder's setting forth that particulars of such equipment and materials damaged or lost during transit. The replacement of such equipment and materials is to be effected by the bidder's, 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 bidder'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 bidder's in respect of such defective equipment / materials. Should the owner not so replace the defective equipment / materials the bidder'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 bidder's 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 bidder's 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 bidder's 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 bidder's 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 bidder's and specified under this specification. Final payment to the bidder's by the owner will not be made while any such suit or claim remains unsettled.
- 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 bidder's 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 bidder's, his agents, representatives, or his

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sub-bidder's, or in connection with any claims based on lawful demands of sub-bidder's, workmen, Contractors or employees, the bidder's 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 bidder's 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 bidder's, 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 bidder's, give in writing a decision thereon.

4.21.2. If in the opinion of the bidder's, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the bidder's 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 bidder's 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 bidder's to make such variation without prejudice to the contract. The bidder's 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 bidder's, 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 bidder'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.

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- 4.22.2. In the event of engineer requiring any variation, a reasonable and proper notice shall be given to the bidder's 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 bidder's.
- 4.22.3. In any case in which the bidder's 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 bidder's, involved a claim for additional payment, the bidder's 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 bidder's 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 bidder's, 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. 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 bidder's may, after informing the owner 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 activities for which makes are identified in the contract. Such assignment/subletting shall not relieve the bidder's 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 procured by the bidder's for the purposes of the contract, after obtaining the written approval of the owner, the bidder's purchase specifications and enquiries shall call for quality plans to be submitted by the Contractors along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and related services, 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 bidder's and the vendor. Within 3 (three) weeks of the release of the purchase orders/contracts for such bought-out items / components, a copy of

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the same without price details, but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the bidder's.

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 identify 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 bidder's, 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 bidder's shall be held responsible for all damages due to improper packing.

4.25.2. The bidder's 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 following document 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 bidder's:-

- (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 bidder's shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment despatched to site. The bidder's 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 Bidders and Consulting Engineers

4.26.1. The bidder's shall co-operate with all other bidder's or tradesmen and consulting Engineer of the owner and freely exchange with them such technical information as is necessary to

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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 bidder's to other bidder's 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 Bidders'

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 bidder's or relieve the bidder's 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 bidder's 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 bidder's.

4.29. PROGRESS REPORTS AND PHOTOGRAPHS

4.29.1. During the various stages of the work in the pursuance of the contract, the bidder's shall at his own cost submit periodic progress reports as may be reasonably required by the Executive Engineer T&T Division, Shillong 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 the 132 KV Indoor & 33 KV Indoor GIS and related services furnished and installed by the Bidder's, the Executive Engineer, T&T Division, Shillong shall issue to the Bidder's a Taking Over Certificate as a proof of the final acceptance of the supply and services completed by the bidder. Such certificate shall not unreasonably be withheld nor will the Executive Engineer T&T Division, Shillong delay the issuance thereof on account of minor omissions or defects. Such certificate shall not relieve the Bidder's 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 Payment

4.31. Contract Performance Guarantee

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- 4.31.1. The bidder's shall furnish contract performance guarantee(s) for the proper fulfilment 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.
- 4.31.2 In case the Contractor is not a Manufacturer, then this performance security shall be deposited as under:
 - (a) The Contractor shall have to deposit to the extent of 12.5% (twelve-point five percent) of the total value of the order.
 - (b) The Manufacture shall have to deposit to the extent of 10% (ten percent) of the total value of the order.
- 4.31.3 No interest can be claimed against the Contract Performance Guarantee .
- 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 bidder's for the performance of the works under the contract will be made by the owner as per the guide lines and conditions of NESIDS. All payments made during the contract shall be on-account payments only through PFMS. The final payment will be made on completion of all works and on fulfilment by the bidder's of all his liabilities under the contract and subject to availability of NESIDS fund.
- 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 fulfilment of all the conditions laid down in the NESIDS guidelines and receipt of the Bidder's invoice along with all necessary supporting documents for such advance payment and subject to release of funding from NESIDS.
- 4.36. Application for payment
- 4.36.1. The bidder's shall submit application for the payment in the prescribed proforma of the owner. Proforma of application for payment in enclosed as Appendix – I of Section-6 of this contract.
- 4.36.2. 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.
- 4.36.3. 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.
- 4.37. 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 in 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

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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 bidder's 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, insurance and the related services portion of the works shall be made direct to the bidder's 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 contract4.39.2. 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.

Progressive payments linked with related services shall only be made after the issue of certificates by the Executive Engineer, T&T Division, Shillong, one for the quantum of work completed as per actual 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 39.2 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 bidder's bills falling immediately due for payment.

D. Spares

4.42. Spares

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- 4.42.1. All the spares for the Equipment's under the contract will, strictly, conform to the specification and documents and will be identical to the corresponding main materials/components supplied under the contract and shall be fully interchangeable.
- 4.42.2. All the mandatory spares covered under the contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be affected along with 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 bidder's will provide the owner with all the addresses and particulars of his sub-Contractors 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.
- 4.42.6. In addition to the spares recommended by the bidder's, if the owner further identifies certain particular items of spares, the bidder's 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.
- 4.42.7. The bidder's shall guarantee the long-term availability of spares to the owner for the full life of the equipment covered under the contract. The same provision will also be applicable to sub-bidder's of any spares by the bidder's or his sub-bidder's. Further, in case of discontinuance of manufacture of any spares by the bidder's or his sub-bidder's, the bidder's 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.
- 4.42.8. Further in case of discontinuance of supply of spares by the bidder's or his sub-bidder's, the bidder's will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.
- 4.42.9. The bidder's 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 bidder's would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 4.42.10. 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 bidder's of any of his obligations under the provision of long term availability of spares unless otherwise discharged in writing by the owner.

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E. Risk Distribution

4.43. Transfer of Title

- 4.43.1. Transfer of title in respect of equipment and materials supplied by the bidder's to the owner pursuant to the terms of the contract shall pass on to the owner with negotiation of dispatch documents.
- 4.43.2. This transfer of title shall not be construed to mean the acceptance and the consequent 'taking over' of equipment and materials. The bidder's shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until 'taking over' and the fulfilment of guarantee provisions of this contract.
- 4.43.3. This transfer of title shall not relieve the bidder's 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.

4.44. Insurance

- 4.44.1. The bidder's 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 are taken over by the owner after successful commissioning, shall be of bidder's alone. The bidder'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 bidder's shall be in a joint name of the owner and the bidder's. The bidder's 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.
- 4.44.2. Any loss or damage to the equipment during handling, transportation, etc. till 60 (sixty) days after the equipment and materials under the contract are taken over shall be to the account of the bidder's. The bidder's shall be responsible for preference of all claims and make good the damages or loss by away of repairs and / or replacement of the equipment damage or lost. The bidder's 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 bidder's 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.
- 4.44.3. 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

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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 bidder's shall be liable to make good the full replacement/rectification value of all equipment/material and to ensure their availability as project requirements.

- 4.44.4. All costs on account of insurance liabilities covered under the contract will be on bidder's account and will be included in contract price. However, the owner may from time to time, during the pendency of the contract, asks the bidder's 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 bidder's, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.
- 4.44.5. 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.
- 4.45. Liability for Accidents and Damages
 - 4.45.1. Under the contract, the bidder's shall be responsible for loss or damage to the equipment until the successful completion of commissioning of the project.
- 4.46. DELAYS BY OWNER OR HIS AUTHORIZED AGENTS
 - 4.46.1. In case the bidder's performance is delayed due to any act of omission on the part of the owner or his authorised agents, then the bidder's 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 bidder's performance of the contract. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer shall be final.
 - 4.46.2. In addition, the bidder's 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
- 4.47. Demurrage, Wharfage, etc.
 - 4.47.1. 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 bidder's shall be to the account of the bidder's.
- 4.48. Force Majeure
 - 4.48.1. Force majeure is herein defined as any cause which is beyond the control of the bidder's 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.

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- 4.48.2. Provided either party shall within 15(fifteen) days from the occurrence of such a cause notify the other in writing of such causes.
- 4.48.3. The bidder's 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.
- 4.48.4. The date of completion will, subject to hereafter provided, be extended by a reasonable time even though such cause may occur after bidder's performance of obligation has been delayed due to other causes.
- 4.49. Suspension of Work
 - 4.49.1. 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 bidder's in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
 - 4.49.2. Any necessary and demonstrable cost incurred by the bidder's 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 bidder's or his sub-bidder's.
- 4.50. Bidder's Default
 - 4.50.1. If the bidder's 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 bidder's to make good the failure, neglect or contravention complained of. Should the bidder's 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 bidder's 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 bidder'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 bidder's equipment that may have been at the time on the site in connection with the works without being responsible to the bidder's for fair wear and tear thereof and to the exclusion of any right of the bidder's 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 bidder's, 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 bidder's shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the bidder's shall have to pay if the completion of works is delayed.
 - 4.50.2. In addition, such action by the owner as aforesaid shall not relieve the bidder's of his liability to pay liquidated damages for delay in completion of works as defined in clause 14.0 of this section.

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- 4.50.3. Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the bidder's 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.
- 4.51. Termination of Contract on Owner's Initiative
- 4.51.1. The owner reserved the right to terminate the contract either in part or in full due to reason other than those mentioned on the clause entitled bidder's default. The owner shall in such an event give 15(fifteen) days notice in writing to the bidder's of his decision to do so.
- 4.51.2. The bidder's upon receipt of such notice shall discontinue the work on the date and to the extent 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.
- 4.51.3. In the event of such termination the bidder's shall be paid compensation equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 4.51.4. If the bidder's is an individual or of proprietary concern and the individual or the proprietor dies and if the bidder's is a partnership concern and one of the partners dies then unless the owner is satisfied that the legal representatives of the individual bidder's 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 bidder's and/or to the surviving partners of the bidder's firm on account of the cancellation of the contract. The decision of the owner that the legal representatives of the deceased bidder's or surviving partners of the bidder's/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 bidder's and/or the surviving partners of the estate of the deceased bidder's and/or the surviving partners of the bidder's firm liable to damages for not completing the contract.
- 4.52. Frustration of Contract
- 4.52.1. 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.
- 4.52.2. In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of wilful or flagrant breach by the owner) and/or bidder's then the works under the contract shall be suspended.
- 4.52.3. Furthermore, if the owner is unable to make satisfactory alternative arrangements for financing to the bidder's in accordance with the terms of the contract within three months of the event, the

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parties hereto shall be relieved from carrying out further obligations under the contract treating it as frustration of the contract.

4.52.4. 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.

4.53. Grafts and Commissions etc

4.53.1. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the bidder's 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 bidder's 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 bidder's under the contract.

F. Resolution of Disputes

4.54. Settlement of Disputes

4.54.1. 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.

4.54.2. If any dispute or difference of any kind whatsoever shall arise between the owner and the bidder's, 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 bidder's.

4.54.3. 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 bidder's who shall proceed with the works with all due diligence, whether he or the owner requires settlement as hereinafter provided or not.

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

4.54.5. In the event of the engineer failing to notify his decision within 30(thirty) days after being requested as aforesaid, or in the event of either the owner or the bidder's 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 the civil court.

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4.54.6 For settlement of disputes the courts in Shillong shall have exclusive jurisdiction on any matter related to this Bid/Contract.

4.57.0 Safety Precautions

4.58.1 The Bidder's 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 Bidder's 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.

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Section 5 - Special Conditions of Contract

This Section 'SCC' is supplementary to Section -4 'General Conditions of Supply and Installation of MePTCL'. Whenever there is a conflict, the provisions in this Section and the BDS shall prevail over those in the 'General Conditions of Supply and Installation 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, excavation works, installation, testing and commissioning 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,

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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.

5.3.0 LEGAL JURISDITCTION

- 5.3.1. For any litigation arising out of the contract which cannot be resolved through mutual agreement or through Arbitration the honourable Shillong High Court will have sole jurisdiction of all settlement.

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 and 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 FIRM shall not be subjected 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 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 and subjected to the availability of fund.

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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;
- ☐ Manufacturer's guarantee certificate of Quality;
- ☐ Insurance certificate;
- ☐ Physical verification certificate of material received at site by
- ☐ Purchaser/Purchaser's site representative
- ☐ Any charges on account of late intimation and/or delivery of documents by the Bank are to be borne by the Supplier.
- ☐ The supplier should intimate the dispatch of each and every consignment to the "Purchaser" and the Consignee.

All Bank charges are to be borne by the Supplier

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 installation items will be made against progressive monthly bills from the date of submission of bills less deduction of Retention Money (as per *SCC Clause 5.10.0*) and as per terms and conditions stipulated in the Contract Agreement.

5.8.4 ADVANCE PAYMENT

Advance payment upto a maximum of 20% of the contract value is applicable for this contract. The successful bidder shall furnish Bank Guarantee of 110% of the advance applied for as security. If the contract is terminated due to default of the successful bidder, then the advance will be deemed interest bearing at the rate prevailing at the time of NIT compounded quarterly.

5.9.0 PERFORMANCE SECURITY DEPOSIT

5.9.1 In case the Bidder 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)

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days of receipt of notification of award, duly pledged in favor of the Purchaser and such security deposits shall be valid up to 30 days beyond the warranty period.

- 5.9.2 In case the Bidder 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 Bidder 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 owner 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.

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/Manufacturer 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 COPY RIGHT ETC

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- 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 Supplier bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and boarding 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 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.

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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 taken over by the Purchaser after their successful commissioning.

The “Supplier” shall be responsible for safe arrival at destination, unloading and receipt of the materials by the consignee after their successful commissioning. The Purchaser will discharge consignee’s responsibilities only and shall not be responsible for any damage/ loss/ pilferage/ non-delivery by the carriers during transit and during the period of erection/installation of the materials/equipments.

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 the loss/damage/pilferage is identified by him /them.

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, shortage or restriction of power supply, epidemics, quarantine and plague

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- (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.
- (g) 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
- (h) 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.
- (i) 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 delay. The aggregate amount of such liquidated damages shall in no event exceed 10% (ten percent) of the total contract price.

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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:

- (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 DISPUTE SETTLEMENT

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 settled amicably. Any dispute arising out of this contract will first be discussed and settled bilaterally between Purchaser and the Supplier. In the event that the dispute cannot be settled, the relevant Civil Courts at Shillong shall have exclusive jurisdiction to settle the same.

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

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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

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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 Corporation Limited

Attachment: Contract Agreement

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

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"). [incase 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 _____ 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.

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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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*]

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Appendix 3 - Form of Performance Security *Bank Guarantee* (To be stamped in accordance with Stamp Act)

To _____ *[Name of Purchaser]*

To _____ *[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]* *1* *[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 Bidder's 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 _____

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

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Appendix 4 – Price Schedules

APPENDIX TO ITB – 1

Bid Data Sheet (BDS)	
A. Introduction	
ITB 1.1.1.1	The number of the Invitation for Bid is : <i>MePTCL/CE(T)/NEHU/132/33 KV 50 MVA X-MER/2025</i>
	The Purchaser is: <i>Meghalaya Power Transmission Corporation Limited.</i>
	The name of the Bid is : <i>Manufacture, Testing, Supply and Supervision of Commissioning of 132/33 kV, 50 MVA Mineral Oil Filled Power Transformers and Related Services for 132 KV NEHU Grid Substation, in Meghalaya</i>
	<i>The Identification Number of Bid is: MePTCL/CE(T)/NEHU/132/33 KV 50 MVA X-MER/2025</i>
ITB 1.1.2.4	The Bidder shall have successfully carried out:
	(i) Manufacture, Testing, Supply and Supervision of commissioning of 1(one) nos. 132/33 KV 50 MVA Mineral Oil filled transformers within the last three (3) 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 (40% of Rs 11,53,00,000/-) which is Rs.4,61,20,000/- OR,
	(b) two similar completed works costing not less than the amount equal to 50% of the estimated cost (50% of Rs. 11,53,00,000/-) which is Rs 5,76,50,000/- OR,
	(c) one similar completed works costing not less than the amount equal to 80% of the estimated cost (80% of Rs 11,53,00,000/-) which is Rs. 9,22,40,000/-
ITB 1.2.2.1	For clarification purposes only, the Purchaser's address is
	Attention: The Chief Engineer (Transmission), MePTCL
	Address Lumjingshai Short Round Road,
	Floor/Room number: Old Building MeECL Complex
	City: Shillong
	PIN Code: 793001
	Country: India
	Telephone: +91 3642590122
ITB 1.2.2.4	Facsimile number: +91 3642592022
	Purchaser may invite intending Bidders to a pre-bid meeting, if Purchaser feels it is necessary. The date and time of such pre-bid meetings shall be intimated to intending bidders in due course of time and shall be held not later than 7 days before the date of tender opening.
ITB 1.3.7.1	Unless otherwise specifically indicated in the Section 3 (Purchaser's Requirements), bidders shall quote for the entire supply and services on 'single responsibility basis'
ITB 1.3.7.5	The prices quoted by the Bidder shall be FIRM for entire period of the Contract
ITB 1.3.8.1	The bid validity period shall be 180 (one hundred eighty) days
ITB 1.3.9.1	The Bidder shall furnish a bid security in the amount of Rs. 23.00 Lakhs for general category and Rs. 11.50 Lakhs for SC & ST, respectively pledged in favour of Chief Engineer (Transmission), MePTCL, Shillong.
ITB 1.3.10.1	In addition to the original of the Bid, the number of copies is 3 (three).
ITB 1.3.10.4	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Notarized Power of Attorney
ITB 1.4.0	The bidding shall be e-tendering basis

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	Interested bidders must register themselves on the State NIC portal (meghalayatenders.gov.in) and in order to participate should have Digital Signature Certificate (signing & encryption). Bids must be submitted/ uploaded under Single Stage Two Envelope Bidding Procedure on portal on or before the notified dates and time. Late bids will not be considered. Commercial Part shall be opened on the notified date and time in the presence of the bidders's representative who choose to attend in person at the address specified or may be viewed by the bidders by logging in to the portal as per features available to them. The Second envelope i.e. Price Part of only those who have qualified technically and commercially shall be opened in the presence of Bidder's representatives who choose to attend at the time and date and the address given in the intimation for opening of Second Envelope in accordance with Clause 1.4.5.9 of ITB or may be viewed by the bidders by logging in to the portal as per features available to them. Due information shall be given to the technically and commercially cleared bidders about the date and time of opening of on-line bids. Bidder may please note that for proper submission of the bid, the bidders are solely responsible and they are expected to apprise themselves adequately for the procedure and provisions available on the portal for the same. Purchaser in no case shall be responsible for any issues related to uploading /submission of the bid
ITB 1.4.2.1	For bid submission purposes only, the Purchaser's address is
	Attention: The Chief Engineer (Transmission), MePTCL
	Address Lumjingshai Short Round Road,
	Floor/Room number: Old Building MeECL Complex
	City: Shillong
	PIN Code: 793001
	The deadline for bid submission is Time:----- Hours of -/- /2025
ITB 1.4.5.1	The bid opening of Techno Commercial Bids shall take place at
	Address Lumjingshai Short Round Road,
	Floor/Room number: Old Building MeECL Complex
	City: Shillong
	PIN Code: 793001
	Date: -/-/2025
	Time :----- hours
	The opening of Price Bids shall take place at
	Address Lumjingshai Short Round Road,
	Floor/Room number: Old Building MeECL Complex
	City: Shillong
	PIN Code: 793001
	Date:----- 2025
	Time :----- hours
Appendix to ITB-2 Clause 2.2.2	Minimum average annual turnover of Bidder during the last three years is Rs. 5,00,00,000/-
Appendix to ITB-2 Clause 2.2.3	The total cash flow demands of the subject contract or contracts is Rs. 11,53,00,000/-

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Appendix 5 – Guaranteed and other Technical Particulars

Technical particulars of 132/33kv, 50 MVA power transformer (this format to be filled by bidder and submitted along with the bid document)

S.No.	Description	Required data for 132/33kV 50 MVA Transformer
1.	Rated capacity	50 MVA
2.	Quantity required	Two (2) Nos.
3.	Type	Outdoor, Oil-immersed
4.	Type of cooling	ONAN
5.	Temperature rise above 40 degree C ambient temperature	
	a) In oil by thermometer	
	b) In winding by resistance	
6	Number of phases	
7	Maximum voltage (line to line)	
	a) Primary	
	b) Secondary	
8	Rated Voltage (line to line)	
	a) Primary	
	b) Secondary	
9	Insulation level of winding	
	a) Basic impulse level as per IEC 76	
	- Primary	
	- Secondary	
	b) Power frequency induced over voltage (1 minute)	
	- Primary	
	- Secondary	
	Noise level	
	a) On ONAN rating	
	c) On ONAF- rating	
10	Connections	
	a) Primary	
	b) Secondary	
11	Vector group reference	
12	Magnitude of IIIrd harmonics voltage as of fundamental frequency	
13	Type of tap changer and Make of Tap Changer	
14	Range of taps	
15	Number of taps	
16	Method of tap changer control	
	- Mechanical local	
	- Electrical local	
	- Electrical remote	
	“MASTER-FOLLOWER-INDEPENDENT” and “AUTO –MANUAL” selection	
17	Percent impedance voltage at rated MVA and 75 degree C . On tap 1 (ONAF2)	
18.	System grounding	

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	a) Primary	
	b) Secondary	
19	Neutral terminals & BCT	
	- Primary	
	- Secondary	
20	Tank Mounted Lightning Arrester	
	HV	
	LV	
21	Bushing Current Transformers	
	a) Number of core / Burden /current ratio (HV Phase & Neutral)	
	b) Number of core / Burden /current ratio (LV Phase & Neutral)	
22	Losses	
	a) No Load Loss (IS TOL)	
	b) Full Load Loss (IS TOL)	
	c) Auxillary loss	
	d) Total Loss (IS TOL)	
23	Current Density at rated tap position (N tap) at 50 MVA base	
24	Flux Density at100% Rated voltage & frequency	
25.	Smart Transformer Monitoring	
	c) Water Activity, aw (Relative Humidity)	
	d) Oil Temperature	
	e) External Tank Temperature	
	f) Vibration / Acoustic	
	g) PD Activity	
	h) Magnetic	
	i) Water Activity, aw (Relative Humidity)	
	j) Measurement period	
	k) Data storage	
	l) Connectivity	
	m) Local communication	
	n) Probe length	
	o) Sensor power supply	
	p) LV mains din power supply option (included with standard product)	

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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

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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 Five (5) months and till commissioning is 6 (six) 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.

2.1.2 The Bidder should have successfully commissioned atleast similar nature of works in line with scope of works of this bid document during last 3 (three) years as on the date of bid opening.

2.1.3 Certificates copies of documentary evidence of their past experience for successful completion of handing / taking over certificates of the similar works from the Client Department by a competent Engineer not less than the rank of Executive Engineer or its equivalent.

2.1.4 Using the ‘Form LIT – 1’ (Section 2, 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

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

- 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 yearsi.efrom FY 2021-22, 2022 – 23 & 2023-24. 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 2 (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 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.*
- 2.3. Technical Qualifying Requirements
 - 2.3.1. The bidder shall possess required equipments, tools & tackles to carry out the work.
 - 2.3.2. The Bidder must have at least 3 (three) years' experience of supplying50 MVA, 132/33 KV, Transformer and related services at 132 KV Sub Stations and above and has successfully commissioned similar works 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 contracts, performance & completion certificate, handing / taking over certificates etc.) in support of this clause

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

Notice Inviting Tender Details (NITD)

Sl No	Name of work	Bid No	Bid Security Amount (Rs)	Tender Fee (Rs)	Last Submission Date / Time	Opening Date / Time
1	Manufacture, Testing, Supply and Supervision of Commissioning of 132/33 kV, 50 MVA Mineral Oil Filled Power Transformers and Related Services for 132 KV NEHU Grid Substation, in Meghalaya	<i>MePTCL/CE(T)/NEHU/132/33 KV 50 MVA X-MER/2025</i>	Rs 23.00 Lakhs for General category and Rs 11.50 Lakhs for SC/ST	Rs 59,000/-	.2025/12:00 Hrs	.2025/14:00 Hrs

1. Tender Fee amount in the form of “Demand Draft” pledge in favour of MePTCL Principal Accounts payable at Shillong. The DD in original is to be submitted along with the Techno-Commercial Bid (Hard Copy).
2. MePTCL reserve the right to reject any or all bids without assigning any reasons thereof.