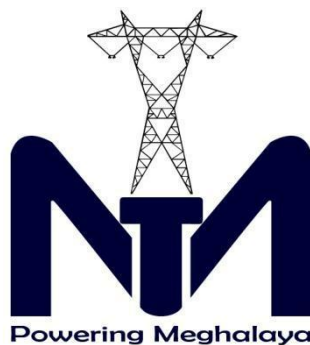


BIDDING DOCUMENT

FOR

Re-Conductoring and Strengthening of the 132 KV
Mawlai to Sohra Single Circuit Transmission Line
and 132 KV NEHU to Lad Nongkrem to Mustem to
Khliehriat Sub station by ACSR Panther Conductor
and Related Services (Line length 101.452CKM)



MEGHALAYA POWER TRANSMISSION
CORPORATION LIMITED

e - tendering

Volume-I

BID IDENTIFICATION No:MePTCL/CE(T)/ACSR Panther/2026

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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 as specified in Section 3 (Purchaser's Requirements). The name and identification nos. of this Competitive Bidding are provided in the Bid Data Sheet (BDS) attached as Appendix to ITB-1 of this Section.

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

1.1.2. Eligible Bidders

1.1.2.1. This Tender is open to all firms including Company(ies) who have experienced in high tension line erection of EHV lines and who has adequate technical knowledge and practical experience. 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.

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 / BDS.

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

1.1.2.5. Bidders Blacklisted anywhere in India are not eligible to participate in this tender. JVs where any of their Partner / entity have been blacklisted anywhere India will not be eligible to participate in this tender.

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

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Section 2 - Bidding Forms (BDF)

Section 3 - Purchaser's Requirements (PRQ)

Section 4 - General Conditions of Supply and Related Services 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 / email at the Purchaser's address prior to the Pre Bid meeting indicated in the *BDS* or raise his enquiries during the pre-bid meeting if convened in accordance with *ITB Clause 1.2.2.4. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB Clause. No queries or clarification from the prospective Bidders shall be entertained after pre bid meeting.*
 - 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 or the Bidder's designated representative is invited to attend a pre-bid meeting, 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/ email, to reach the Purchaser not later than one week before the pre-bid meeting.
 - 1.2.2.6. 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/Corrigendum pursuant to *ITB Clause 1.2.3.*

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- 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/Corrigendum.
- 1.2.3.2. Any addendum/ Corrigendum issued shall be part of the Bidding Document and shall be communicated uploaded in the Tender Portal in accordance.
- 1.2.3.3. To give prospective Bidders reasonable time in which to take an addendum/ Corrigendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to *Clause 1.4.2.2*.
- 1.3.0 **Preparation of Bids**
- 1.3.1. Cost of Bidding
- 1.3.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3.2. **Language of Bid**
- 1.3.2.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 1.3.3. **Documents Comprising the Bid**
- 1.3.3.1. The 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) Letter of Techno Commercial Bid.
- (ii) Tender Fee (in Original)
- (iii) Bid Security/EMD (in Original) in accordance with *ITB Clause 1.3.9; in separate envelope,*
- (iv) Power of Attorney /Authorization letter with ITB 1.3.10.4
- (v) Integrity Pact
- (vi) Other documents in accordance with ITB Clause 1.3.3.2.
- (vii) Documentary evidence in accordance with *Clause 1.3.5 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;*
- (viii) Documentary evidence establishing in accordance with *Clause 1.3.6 that the plant and services offered by the Bidder conform to the Bidding Document.*
- (ix) Documents as called for in *ITB Clauses 1.1.2.1, 1.1.2.2, and 1.1.2.3;*

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- (x) Power of Attorney for Joint Venture, Joint Venture Undertaking and Joint Venture Agreement
- (xi) Guaranteed Technical Parameters (GTP) as per Volume-II Section-6 , Technical data sheet, Schedule 1 to 6 in a separate envelop and clearly marked “GTP”.

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 / Price Bid to be uploaded by the Bidder shall comprise of the following :
 - (i) Letter of Price Bid
 - (ii) Completed schedules as required, including Price Schedules Templates, in accordance with *ITB Clauses 1.3.4 and 1.3.7*.
 - (iii) Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

1.3.3.2 Bidder and JVs where any of their Partner / Entity have been Blacklisted by the MePTCL or any other Central/State Government utility in the Country (India) as on date of bid submission are not eligible to participate in this tender. The Blacklisting can be due to any of the following :

- a) Due to conviction of an offence in India Bidders /JVs blacklisted anywhere in India will not be eligible to participate in this tender by MePTCL
- b) Due to conviction of an offence
 - (i) Under the prevention of Corruption Act,1988; or
 - (ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract.
- c) Through any order/list issued by Department of Expenditure (DoE), Ministry of Finance (MoF)
- d) Due to breach of code of integrity as per Rule 175 of GFRs 2017 in any Govt. Organization or regulatory agencies or Govt. undertaking.
- e) By any Ministry/Department/Organization under the Central/State Government. This clause shall be interpreted in line with rule 151 of GFRs.2017 along with any guidelines/amendment issued by DoE, MoF.

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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:
- (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 goods 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 installation on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the installations, procurement, delivery, and completion of the entire scope.
- 1.3.7.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. No deviation in this regard normally, shall be accepted.
- 1.3.7.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 2 (Bidding Forms). Separate numbered Schedules included in Section 2 (Bidding Forms) shall be used for each of the following elements. The total amount from each Schedule (1 and 2) shall be summarized in a Grand Summary (Schedule 3) giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1: Reconductoring and strengthening of 132 KV S/C line from Mawlai Sub-Station to 132 KV Sohra Grid substation by ACSR Panther conductor and related services.

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Schedule No. 2 : Reconductoring and strengthening of 132 KV S/C line from NEHU Sub Station to Bidder to Mustem to Khliehriat 132 KV grid substation by ACSR Panther conductor and related services.

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

1.3.8.1. Bids shall remain valid for the period specified in the *ITB* 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 Appendix *ITB 1.3.9.1*.

1.3.9.2. The bid security shall be a Bank 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 ninety days (90) 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* 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.

1.3.9.6. The bid security may be forfeited:

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- (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 1.6.4*.

1.3.10. Submission of Bid

1.3.10.1. The Bidder shall prepare the bid in the following manner:

First Envelope:

As described in 1.3.3.1.

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.

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 shall not be accepted by the Purchaser in any circumstances.

1.3.10.2 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*

1.3.10.3 The bid shall contain no alterations, omissions or additions, unless such

Corrections are initialled by the person or persons signing the bid

The List of following documents shall be scanned in pdf file & uploaded on the portal

1.3.10.4 as per table given below:

Sl. No.	Description of Documents
1.	Power of Attorney / Authorization letter
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.
5.	Technical Experience certificate issued by utility/Power Grid etc.
6.	Financial Balance Sheets (for last five years)
7.	Bank Solvency Certificate
8.	Tender Fee
9.	Bid Security
10.	Work Schedule (PERT Chart)
11.	Other Documents

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12.	Trading License from the Khasi Hills Autonomous District Council. In the event that the Trading License is not available, the Bidder is to submit the same within two months from the date of LOA pending which the LOA may be cancelled.
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- 1.3.10.5 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.
- 1.3.10.6 A bid submitted by a JV shall be signed by an authorised representative of the JV on behalf so as to be legally binding on all partners.
- 1.3.10.7 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
- 1.3.10.8 Soft copy of the late 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. 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.

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 will be considered as late bid even if the Bidder has uploaded the soft copy of the bid within the stipulated dead line. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids in Hard copy only will be accepted on the next working day.

In the event of any difference between the soft copy and the hard copy, the uploaded soft copy will overrule the hard copy.

1.4.0 **Withdrawal and Modification of Bids**

- 1.4.0.1 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.
- 1.4.0.2 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.
- 1.4.0.3 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).

1.4.1. **Bid Opening**

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- 1.4.1.1. The Purchaser shall conduct the opening of the First Envelope, i.e., Techno Commercial Bids in the presence of Bidder or the 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.
- 1.4.1.2. 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.
- 1.4.1.3. 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 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 1.4.1.1*. 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.
- 1.4.1.4. 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 1.4.1.1*.
- 1.4.1.5. 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, Tender Fee ; and
 - (d) Any other details as the Purchaser may consider appropriate.
- 1.4.1.6. Only Techno Commercial Bids read out and recorded at bid opening shall be considered for evaluation.
- 1.4.1.7. 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 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.
- 1.4.1.8. 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

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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.

- 1.4.1.9. 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.
- 1.4.1.10. 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.
- 1.4.1.11. Only Bid Prices and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. .
- 1.4.1.12. 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.

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.

1.5.2. Clarification of Bids

- 1.5.2.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the substance of the 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.
- 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:

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- (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. **Responsiveness of Techno Commercial Bid**

- 1.5.4.1. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.
- 1.5.4.2. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser.

1.5.5. **Detailed Evaluation of Techno Commercial Bids**

- 1.5.5.1. 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.

1.5.6. **Eligibility and Qualification of the Bidder**

- 1.5.6.1. 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).
- 1.5.6.2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder.

1.5.7 **Correction of Arithmetical Errors**

- 1.5.7.1. During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - (b) where there are errors between the total of the amounts of Schedule Nos. 1, 2 and the amount given in Schedule No. 3 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.5.7.2. If the Bidder whose bid has been subjected to the correction of errors as per Clause 1.5.7.1 and its bid shall be the lowest evaluated bid, does not accept the corrected figures, the Bidder will be disqualified *and its bid security shall be forfeited*.

1.5.8. **Evaluation of Price Bids**

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- 1.5.8.1. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be used.
- 1.5.8.2. 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 1.5.7.1*; and
 - (c) The evaluation factors if any indicated in Appendix 2 (Evaluation and Qualification Criteria).
- 1.5.9 **Comparison of Bids**
- 1.5.9.1. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid.
- 1.5.10. **Purchaser's Right to Accept Any Bid, and to reject any or All Bids**
- 1.5.10.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 1.6.0 **Award of Contract**
- 1.6.1. Award Criteria
- 1.6.1.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 1.6.2. **Notification of Award**
- 1.6.2.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Bidder's in consideration of the execution and completion of the supply and services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 1.6.2.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 1.6.3. **Signing of Contract**
- 1.6.3.1. Within seven (15) 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

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conditions of contract, using for that purpose the Performance Security Form included in *Appendix–III, Section 6 (Contract Forms)*, or another form acceptable to the Purchaser.

- 1.6.4.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified period, 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.

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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. 1: Re conductorng and strengthening of 132 KV S/C line from Mawlai Sub Station to 132 KV Sohra Grid substation by ACSR Panther Conductor and related services.

Schedule No. 2: Re conductorng and strengthening of 132 KV S/C Line from NEHU Sub Station to Lad Nongkrem to Mustem to Khliehriat 132 KV grid substation 132 KV S/C line by ACSR Panther Conductor and related services.

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

1. Letter of Techno-Commercial Bid

[Bidder's Letterhead]

Date:

Bid Identification No (s):

:

:

:

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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 dismantle, supply, deliver, install, test and commission 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.
- (d) Neither the Firm/Company/JV have been blacklisted/ debarred/banned/suspended by the MePTCL or any other Central/State Government utility in the Country (India) as on date of bid submission.

Name

In the capacity of.....

Signed.....

Duly authorized to sign the Bid for and on behalf

Date

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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 dismantle, supply, deliver, install, test and commission in conformity with the Bidding Document the following Goods and Related Services, : ;
- (iii). The total price of our Bid is the sum of:
- (iv). Discount offered (if any) for%
- (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. 1: Re conductoring and strengthening of 132 KV S/C line from Mawlai Sub Station to 132 KV Sohra Grid substation by ACSR Panther Conductor and related services.

Schedule No. 2: Re conductoring and strengthening of 132 KV S/C Line from NEHU Sub Station to Lad Nongkrem to Mustem to Khliehriat 132 KV grid substation 132 KV S/C line by ACSR Panther Conductor and related services.

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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4. Form of Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

(The non-Judicial Stamp Paper should be in the name of issuing Bank)

.....*Bank's Name, and Address of Issuing Branch or Office*
.....*Beneficiary:..... Name and Address of*
Purchaser.....Date:.....Bid Security No.:
.....

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we . . 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)*

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

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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 fill in 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 of three best years from Previous five years [Rupees]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

·- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five 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 of three best years out of the Last 5 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		

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

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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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Section -3

Purchaser's Requirements

3.1.0 Scope of Works

- 3.1.1. The scope of supply of materials and services in details are covered in Volume-2 (Technical Specification) of this Bidding Document.
- 3.1.2. The Bill of Quantities is furnished in the Bidding Document.
- 3.1.3. The quantities in the above Annexures are provisional in nature and for bidding and for bid comparison purpose only. Quantities may vary to the extent of (+) 15 % to (-) 15% in terms of Contract Price.
- 3.1.4. It is also responsibility of the Contractor to obtain any road permits and any other permits or licenses to execute the works.
- 3.1.5. The items mentioned in these Annexures shall only be used while quoting the bid prices. If any item which is not specifically mentioned in these Annexures but required to complete the works as per Specification shall deemed to be included in any of the items of these Annexures. No modifications/additions/ deletions shall be made by the Bidder to the items and quantities given in these schedules.
- 3.1.6 The quantity mentioned in the Price Schedule – Supply/ services are indicative and given for the purpose of bidding only.

Bidders are requested to visit and examine the SS site where the works are to be carried out and obtain for themselves necessary details per site condition. The successful Bidder on awarding of the contract shall have to submit all GTPS & drawings to the Purchaser for necessary approval.

3.2.0 Contractor to Inform Himself Fully

- 3.2.1. The contractor should ensure that he has examined the Specifications and Schedules as brought out in this Section as well as other Sections of The Bidding document and has satisfied himself as to all the conditions and circumstances affecting the contract price and fixed his price according to his own views on these matters and acknowledge that no additional allowances except as otherwise provided therein will be levied.
- 3.2.2. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtained by the contractor other than information given to the contractor in writing by the Purchaser.

3.3.0 Service Conditions

- 3.3.1. The materials supplied shall be suitable for operation under the following climatic and other conditions:
 - a) Peak ambient day temperature in still air: 45°C
 - b) Minimum night temperatures: 0°C
 - c) Reference ambient day temperature: 45°C
 - d) Relative Humidity
 - a) Maximum: 100 %
 - b) Minimum: 10 %
 - e) Altitude: 1000 M above MSL

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f) Maximum wind pressure: Zone 5 & 6 (As per IS: 802 latest code).

g) Seismic Intensity: ZONE-V as per IS 1893.

3.4.0 Conformity with Indian Electricity Rules & Other Local Regulations

3.4.1. The Contractor shall note that all substation works shall comply with the latest provisions of Indian Electricity Rules and with any other regulations. Local authorities concerned in the administration of the rules and regulation relating to such works shall be consulted, if necessary, about the rules and regulations that may be applicable.

3.4.2. The Contractor shall also comply with the Minimum Wages Act 1948 and the payment of Wages Act (both. of the Government of India and State of Meghalaya) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

3.4.3. All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.

3.5.0 Contractor's Requirement

3.5.1. The Contractor should be in possession of a valid E.H.V. Electrical Contractor Licence and Electrical Supervisory Licence issued by the State Electrical Inspector, as per the provision of Law. An attested copy of the aforementioned Licence must be handed over to the Owner for his record prior to handing/taking over of sites.

3.5.2. All the works shall also be inspected by the Senior Electrical Inspector, Govt. of Meghalaya or his authorized representatives. It is the responsibility of the Contractor to obtain pre-requisite commissioning clearance of any equipment from the said Inspectorate. The Contractor will pay necessary fees to the Inspectorate, which it may levy.

3.5.3 The contractor must submit a copy of the valid trading license as applicable.

3.6.0 Standards

3.6.1. The equipment covered under this bidding document shall, unless otherwise stated be designed, constructed and tested in accordance with the latest revisions of relevant Indian Standards and shall conform to the regulations of local statutory authorities.

3.6.2. In case of any conflict between the standards and this specification, this specification shall govern.

3.6.3. Equipment conforming to other international or authoritative Standards which ensure equivalent or better performance than that specified under Clause 3.6.0 above shall also be accepted. In that case relevant extracts of the same shall be forwarded with the bid.

3.7.0 Engineering Data

3.7.1. The furnishing of engineering data by the Contractor shall be in accordance with the Bidding Document. The review of these data by the Purchaser will cover only general conformance of the data to the specifications and not a thorough review of all dimensions, quantities and details of the materials, or items indicated or the accuracy of the information submitted. This review by the Purchaser shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications.

3.7.2. All engineering data submitted by the Contractor after review by the Purchaser shall or part of the contract document.

3.8.0 Drawings and Documents for Approval

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- 3.8.1. All drawings submitted by the Contractor including those submitted at the time of Bid shall be with sufficient detail to indicate the type, size, arrangement, dimensions, material description, Bill of Materials, weight of each component break-up for packing and shipment, fixing arrangement required, the dimensions required for installation and any other information specifically requested in these specifications.
- 3.8.2. Each drawing submitted by the Contractor shall be clearly marked with the name of the Purchaser, the specification title, the specification number and the name of the Project. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be to the scale and in S.I. units.
- 3.8.3. The drawings submitted for approval to the Purchaser shall be in quadruplicate. One print of such drawings shall be returned to the Contractor by the Purchaser marked "approved/approved with corrections". The contractor shall there upon furnish the Purchaser additional prints as may be required along with one reproducible in original of the drawings after incorporating all corrections.
- 3.8.4. The Contractor shall perform the work strictly in accordance with these drawings and no deviation shall be permitted without the written approval of the Purchaser, if so required.
- 3.8.5. All manufacturing, fabrication and erection work under the scope of Contractor prior to the approval of the drawings shall be at the Contractor's risk. The contractor may make any changes in the design which are necessary to conform to the provisions and intent of the contractor and such changes will again be subject to approval by the Purchaser.
- 3.8.6. The approval of the documents and drawings by the Purchaser shall mean that the Purchaser is satisfied that:
 - a) The Contractor has completed the part of the Works covered by the subject document. (i.e. confirmation of progress of work).
 - b) The Works appear to comply with requirements of Specifications. In no case the approval by the Purchaser of any document does imply compliance with neither all technical requirements nor the absence of errors in such documents. If errors are discovered any time during the validity of the contract, then the Contractor shall be responsible of their consequences.

3.9.0 Quality Assurance, Inspection & Testing

- 3.9.1 To ensure that the supply and services under the scope of this Contract whether manufactured or performed within the Contractor's works or at his Sub Contractor's premises or at site or at any other place of work are in, accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be outlined by the Contractor and shall be finally accepted by the Purchaser after discussions before the award of Contract. A quality assurance programme of the Contractor shall generally cover but not limited to the following:
 - a) His organization structure for the management and implementation of the proposed quality assurance programme
 - b) Documentation control System.
 - c) Qualification data for Contractors key personnel.
 - d) The procedure for purchases of materials, parts components and selection of vendor, source inspection, incoming raw material inspection, verification of material purchases etc.
 - e) System for shop manufacturing including process controls and fabrication and assembly controls.
 - f) Control of non-conforming items and system for corrective action.

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- g) Control of calibration and testing of measuring and testing equipment.
- h) Inspection and test procedure for manufacture.
- i) System for indication and appraisal of inspection status.
- j) System for quality audits.
- k) System for authorizing release of manufactured product to the Purchaser.
- l) System for maintenance of records.
- m) System for handling storage and delivery and
- n) A quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of supply. The Quality plan shall be mutually discussed and approved by the Purchaser after incorporating necessary corrections by the Contractor as may be required.

3.9.2. Quality Assurance Documents

The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of Purchaser's inspection of equipment/material. The Purchaser or his duly authorized representatives reserves the right to carry out Quality Audit and quality surveillance of the systems and procedures of the Contractor/his vendors Quality Management and Control Activities.

3.10.0 Purchaser's Supervision

3.10.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.

3.10.2. The manufacturing of the product shall be carried out in accordance with the specifications. The scope of the duties of the Purchaser, pursuant to the contract, will include but not be limited to the following.

- a. Interpretation of all the terms and conditions of these Documents and Specifications.
- b. Review and interpretation of all the Contractor's drawings, engineering data etc.
- c. Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the contract.
- d. Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.
- e. Issue certificate of acceptance and/or progressive payment and final payment certificate.
- f. Review and suggest modification and improvement in completion schedules from time to time, and g. Supervise the Quality Assurance Programme implementation at all stages of the works.

3.10.3. Inspection and Inspection Certificate

3.10.4. The Purchaser, his duly authorized representative and/or outside inspection agency acting on behalf of the Purchaser shall have, at all reasonable times, access to the premises and works of the Contractor and their sub-contractor(s)/sub-vendors and shall have the right, at the reasonable times, to inspect and examine the materials and workmanship of the product during its manufacture.

3.10.5. All routine and acceptance tests whether at the premises or works of, the Contractor or of any Vendor, the Contractor except where otherwise specified shall carry out such tests free of charge. Items such as labour, materials, electricity, fuel, water, stores apparatus and instruments as may be reasonably demanded by the Purchaser/inspector or his authorized representative to carry out effectively such tests in accordance with the Contract shall be provided by the Contractor free of charge.

3.10.6. If desired by the Purchaser, the Contractor shall also carry out type tests as per applicable Standards for which Purchaser shall bear the expenses except in cases where such tests have to be carried out in pursuance to Clause 3.11.3. The Contractor is required to quote unit rates of type test charges in a separate Schedule (if such schedule is provided in the Bidding Document) in pursuance to this Clause. However, these type test charges shall not be taken into account in comparing Price Bid.

3.10.7. The inspection by Purchaser and issue of Inspection Certificate thereon shall in no way limit

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the liabilities and responsibilities of the Contractor in respect of the agreed Quality Assurance Programme forming a part of the Contract.

3.10.8. Tests

The type, acceptance and routine tests and tests during manufacture to be carried-out on the material and equipment shall mean as follows:

- i) Type Tests shall mean those tests, which are to be carried out to prove the process of manufacture and general conformity of the material to this Specification. These tests shall be carried out on samples prior to commencement of commercial production against the order. The Bidder shall indicate his schedule for carrying out these tests.
- ii) Acceptance Tests shall mean those tests, which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.
- iii) Routine Tests shall mean those tests, which are to be carried out on the material to check requirements, which are likely to vary during production.
- iv) Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.
- v) The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Purchaser.

3.10.9. The standards and norms to which these tests will be carried out are specified in subsequent Sections of this Specification. Where a particular test is a specific requirement of this Specification, the norms and procedure of the test shall be as specified or as mutually agreed to between the Contractor and the Purchaser in the Quality Assurance Programme.

3.10.10. For all type and acceptance tests, the acceptance values shall be the values specified in this Specification or guaranteed by the Bidder or applicable Standards, as applicable.

3.11.0 Type Test Reports

3.11.1. Materials, which have never been tested for critical performance, shall not be accepted. In such cases, a promise or agreement by a Bidder to have the equipment tested after award of a contract is not acceptable.

3.11.2. All Bids must be accompanied by the Type Test Certificates of materials offered (refer Clause 3.11.5 below). Such type test certificates shall be acceptable only if:-

- (a) Tests are conducted in an independent and well known testing laboratory, or
- (b) Tests are conducted in manufacturer's own laboratory. In this case
 - (i) the laboratory must have ISO 9000 (or its equivalent) series certification; and
 - (ii) tests have been witnessed by technically qualified representatives of earlier clients or purchaser.

3.11.3. Test reports to be acceptable must be related directly to the equipment/material offered i.e. it is fully identical in design, rating and construction with the equipment/material for which the type test certificates have been submitted.

3.11.4. Type Test Reports older than seven (7) years on the date of Technical bid opening shall not be accepted.

3.11.5. Full Type Test Reports of at least the following equipments must be submitted along with the Bid:

1. ACSR Panther
2. Composite insulators
3. Vibration dampers
4. All Hardware fittings
5. All equipments as mentioned in the Volume – II

3.11.6. This clause has reference to bid document Clause 1.1, Appedix-2 of ITB, 'Evaluation and Qualification Criteria'.

3.12.0 Guaranteed Technical Particulars

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- 3.12.1. The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders with the Technical Bid in the prescribed Schedules attached in Volume-2 of the bidding document. The Bidder shall also furnish any other information's as in their opinion is needed to give full description and details to judge the item(s) offered by them.
- 3.12.2. The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference what so ever shall be given to the Bidder offering better/more stringent values than those required as per specification except where stated otherwise.
- 3.13.0 Construction Tools, Equipment Etc.
- 3.13.1. The Contractor shall provide all the construction equipment, tools, tackle and scaffoldings required for construction, erection, testing and commissioning of the works covered under the Contract. He shall submit a list of all such materials to the Purchaser before the commencement of work at site. These tools and tackle shall not be removed from the site without the written permission of the Purchaser.
- 3.14.0 Materials Handling and Storage
- 3.14.1. All the supplies under the Contract as well as Purchaser supplied items (if any) arriving at site shall be promptly received, unloaded and transported and stored in the stores by the Contractor.
- 3.14.2. Contractor shall be responsible for examining all the shipment and notify the Purchaser immediately of any damage, shortage, discrepancy etc. for the purpose of Purchaser's information only. The Contractor shall submit to the Purchaser every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/or in storage and erection at site. Any demurrage, and other such charges claimed by the transporter, railways etc., shall be to the account of the Contractor.
- 3.14.3. The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all items received by him for the purpose of erection and keep such record open for the inspection of the Purchaser.
- 3.14.4. All items shall be handled very carefully to prevent any damage or loss. The materials stored shall be properly protected to prevent damage. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such materials at Site.
- 3.14.5. All the materials stored in the open or dusty location must be covered with suitable weather-proof and flameproof covering material wherever applicable.
- 3.14.6. The Contractor shall be responsible for making suitable indoor storage facilities, to store all items/materials, which require indoor storage.
- 3.14.7. The Contractor shall have total responsibility for all equipment and materials in his custody, stored, loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.
- 3.15.0 Contractor's Materials brought on to Site
- 3.15.1. The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the work under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Purchaser, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 3.15.2. The Purchasers shall have a lien on such goods for any sum or sums, which may at any time, be due or owing to him by the Contractor, under in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Purchaser shall be at liberty to sell and dispose of any such goods, in such manner, as he shall think fit including

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public auction or private treaty.

- 3.15.3. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Purchaser's site representative, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Purchaser's site representative. If the Contractor fails to remove such materials within fifteen (15) days of issue of a notice by the Purchaser's site representative, the Purchaser's site representative shall have the liberty to dispose of such materials as detailed under clause 3.15.2 above and credit the proceeds thereto to the account of the Contractor.
- 3.15.4. All the dismantled materials except the ACSR panther conductor are to be returned to their respective substations
- 3.16.0 Commissioning Spares
- 3.16.1. It will be the responsibility of the Contractor to provide all commissioning spares required for initial operation till the Purchaser declares the line as ready for commissioning. All commissioning spares shall be deemed to be included in the scope of the Contract at no extra cost to the Purchaser. 3.18.2. These spares shall be received and stored by the Contractor at least 1month prior to the schedule date of commencement of commissioning of the respective equipment and utilized as and when required. The unutilized spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the Contractor and he will be allowed to take these parts back at his own cost with the permission of Purchaser's Representative.
- 3.17.0 Specification
- 3.17.1. The technical specifications for materials and services are covered in a separate volume (Volume-2 Technical Specification) of this Bidding Document.

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SECTION – 4

GENERAL TERMS AND CONDITIONS OF CONTRACT

A. INTRODUCTION

4.1. DEFINITION OF TERMS

- 4.1.1. 'The contract' means the agreement entered into between owner or purchaser and 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 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 in the performance of the contract.
- 4.1.11. The term 'contract price' shall mean the lump sum price quoted by the Bidder 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.

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- 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, erection, testing and putting into satisfactory operation of 132 KV transmission line with the re-string ACSR Panther conductor including cost of insurance.
- 4.1.14. 'Manufacturer's works' shall mean the place of works where material are manufactured
- 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 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 materials, 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 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.

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- (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 with his bid provided such drawings are acceptable to the owner/consultant.
- (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 Bidders 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.

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- 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 Bidders shall not, without the owner's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the owner in connection therewith, to any person other than a person employed by the Bidders 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 Bidders 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 Bidders 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 will prepare the contract agreement in accordance with Section-6 Contract Form No. II, 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 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 shall be provided with one signed original and rest will be retained by the owner.

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4.9.3. The Bidders 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 Bidders 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.

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 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 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 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.

4.12.3. Based on the above agreed PERT network, fortnightly reports shall be submitted by the Bidder 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.

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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. *Completion of the contract*

- 4.14.1.1. If the Bidder fails to deliver materials and commission the lines within the time fixed under the contract, the Bidder 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 Commissioning of the Transmission lines 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.

4.15. GUARANTEE

- 4.15.1. The Bidder 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 and the cost of such work shall be paid by the Bidder. This shall not relieve the Bidder of his liabilities under the terms and conditions of the contract.
- 4.15.3. If it becomes necessary for the Bidder to replace or renew any defective portions of the works, the provisions of this clause shall apply to point of the works so replaced or renewed until the expiry of 12 (twelve) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the engineer may proceed to do the work at the Bidder's risk and cost, but without prejudice to any other right, when the owner may have against the Bidder in respect of such defect.

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- 4.15.4. The repaired or new parts will be furnished and erected free of cost by the Bidder. If any repair is carried out on his behalf at the site, the Bidder 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, the same shall be borne by the Bidder.
- 4.15.6. The acceptance of the equipment by the engineer shall in no way relieve the Bidder 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 Vendor to the Bidder, where a longer guarantee (more than 12 months) is provided by such Vendor. 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 / materials supplied.
- 4.16. **TAXES, PERMITS & LICENCES**
- 4.16.1. The Bidder shall be responsible for payment of all non-Indian taxes, duties, levies, lawfully assessed against the owner or the Bidder in pursuance of the contract. In addition the Bidder shall be responsible for payment of all Indian duties, levies and taxes etc lawfully assessed against the Bidder for his personal income & property only.
- 4.16.2 Necessary Permits and Licences as mandated by Central Govt Govt/State/District Council shall be submitted by the successful Bidder within two 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 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

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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 in connection with any claims based on lawful demands of Vendors, 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 release of the Performance Guarantee shall mean the release of the Bidder from all his liabilities under the contract. All other payments made under the contract shall be treated as on account payments.

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4.21 TAKING OVER BY CONTRACTOR:

- 4.21.1 Within 20(twenty) days from the date of issue of the letter of award and on acceptance of the same, a contract agreement shall be signed.
- 4.21.2 Promptly on acceptance of the award, the contractor shall side by side submit the daily works schedules so that the owner can arrange for shutdown of the transmission line.
- 4.21.3 Subject to fulfilling of the above, immediately the sections of the transmission line under this scope of contract shall be handed over for to the contractor & they shall take over accordingly.
- 4.21.4 Similarly, in the event of lapse of contract period/termination of the contract, the contractor shall handover the line to owner after joint inspection and commissioning, Owner shall take over the sam.

4.22. ENGINEER'S DECISION

- 4.22.1. In respect of all matters which are left to the decision of the engineer including the granting or with holding of the certificates, the engineer shall, if required to do so by the Bidder's, give in writing a decision thereon.
- 4.22.2. 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 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.
- 4.22.3. 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.

4.23. POWER TO VARY OR OMIT WORK

- 4.23.1. 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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- 4.23.2. 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.
- 4.23.3. 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.
- 4.23.4. 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.
- 4.23.5. 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.
- 4.23.6. 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.

4.24

4.25. **CHANGE OF QUANTITY**

- 4.25.1. 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.
- 4.25.2. 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. In case the unit rates are not available for the change in quantity, the same shall be subject to mutual agreement.

4.26. **PACKING, FORWARDING AND SHIPMENT**

- 4.26.1. The Bidder's, wherever applicable, shall ensure that all equipment/materials are packed and crated 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.
- 4.26.2. The Bidder's shall notify the owner of the date of each despatch from the Works, and the expected date of arrival at the site for the information of the owner.

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- 4.26.3. 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) Approved Test certificate (2 copies)
 - (f) Insurance certificate (2 copies).
- 4.26.5. 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 the Works up to the site and also for all supervision activities, if required, till the equipment/material is erected, tested and commissioned.
- 4.27. **Co-operation with Consulting Engineers**
- 4.27.1. The Bidder's shall co-operate with consulting Engineer of the owner and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with a copy of all correspondence in respect of such exchange of technical information.
- 4.28. **No Waiver of Rights**
- 4.28.1. 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.
- 4.29. Certificate not to affect right of owner and liability of Bidders'
- 4.29.1. 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.

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4.30. PROGRESS REPORTS AND PHOTOGRAPHS

- 4.30.1. 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/ Mawphlang /Jaintia 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.

4.31. Taking Over

- 4.31.1. Upon successful completion of all the tests to be performed at Site on the 132 KV lines furnished and installed by the Bidder and on successful commissioning of the line, the Executive Engineer, T&T Division, Shillong/Mawphlang/Jaintia 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/Jaintia delay the issuance thereof on account of minor omissions or defects. Such certificate shall not relieve the Bidder of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

4.32. Contract Performance Guarantee

- 4.32.1. The Bidder 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.
- 4.32.2 This performance security shall be deposited as under:
- (a) The successful Bidder shall have to deposit the performance security to the extent of 10% (ten percent) of the total value of the order.
- 4.32.3 The performance guarantee shall cover additionally the following to the owner
- (a) The successful Bidder guarantees the successful and satisfactory reengineering and strengthening of the transmission line under the contract, as per the specifications and documents.
 - (b) The successful Bidder further guarantees that the transmission line under the contract shall be free from all defects in design, material and workmanship and shall upon written notice from the owner fully remedy free of expenses to the owner such defects as developed.
- 4.32.4 The contract performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the bid conditions.
- 4.32.5 The bid security shall be kept valid by the successful Bidder till the contract performance guarantee is accepted by the owner
- 4.32.6 The performance guarantee will be returned to the contractor without any interest at the end of the contract period.
- 4.32.7 The contractor on receipt of written instruction from the owner shall at his cost get the validity period of the performance guarantee extended if situation arises.

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4.33. **Contract Price Adjustment**

- 4.33.1. The Contract Price shall not be subjected to Adjustment. The Contract Price shall be Firm.

4.34. **Payment**

- 4.34.1. The payment to the Bidder's for the performance of the works under the contract will be made by the owner as on when availability of fund. 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 fund.

4.35. **Currency of Payment**

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

4.36. **Due dates for Payment**

- 4.36.1. The amount shall be made payable after fulfilment and successful completion and taking over by MePTCL of all the conditions laid down in the bidding document and receipt of the Bidder's invoice along with all necessary supporting documents.

4.37. **Application for payment**

- 4.37.1. The Bidder's shall submit application for the payment in the prescribed proforma of the owner.
- 4.37.2. Each such application shall state the amount claimed and shall set forth in detail in the order of the payment schedule, particulars of the works including the works executed at site pursuant to the contract, up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 4.37.3. Every interim payment certificate shall certify the contract value of the works executed upto the date mentioned in the application for the payment certificate provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of engineers, does not comply with the contract, or has been performed, at the date of certificate prematurely.

4.38. **Mode of payment**

- 4.38.1. Payments due shall be made by the owner through owner's bank or directly to the Bidder.
- 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. As per Clause 5.8.0 of Section 5 SCC
- 4.39.2. All further payments under the contract shall be made as stipulated in the Special conditions of contract after signing the contract agreement.

Progressive payments linked with related services shall only be made after the issue of certificates by the concerned Executive Engineer, T&T Division, Shillong for the quantum of work completed as per actual quantum of work billed.

4.40.1 **Contract variation**

- 4.40.1. 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

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contract variations shall be affected by recovering 100% of the reduction amount (including the advance) from any of the Bidder's bills falling immediately due for payment.

E. Risk Distribution

4.41. **Transfer of Title**

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

4.41.2. This transfer of title shall not be construed to mean the acceptance and the consequent 'taking over' of equipment and materials. The Bidder 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.

4.41.3. This transfer of title shall not relieve the Bidder 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.

4.42. **Insurance**

4.42.1. The Bidder 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 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. The Bidder 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.

4.42.2. Any loss or damage to the equipment/material 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. The Bidder 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/material damage or lost. The Bidder 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 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.

4.42.3. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risk, miscellaneous accident, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance

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shall be adequate to cover the replacement/reinstatement cost of the equipment/material for all risk and other costs till the equipment/material 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 shall be liable to make good the full replacement/rectification value of all equipment/material and to ensure their availability as project requirements.

4.42.4. 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 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, 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.

4.42.5. 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.

4.43. **Liability for Accidents and Damages**

4.43.1. Under the contract, the Bidder shall be responsible for loss or damage to the equipment/material until the successful completion of commissioning of the project.

4.44. **DELAYS BY OWNER OR HIS AUTHORIZED AGENTS**

4.44.1. 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 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.

4.45. **Demurrage, Wharfage, etc.**

4.45.1. 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.

4.46. **Force Majeure**

4.46.1. Force majeure is herein defined as any caused 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.

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

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- 4.46.3. 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.
- 4.46.4. 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.
- 4.47. **Suspension of Work**
- 4.47.1. 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 in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 4.47.2. Any necessary and demonstrable cost incurred by the Bidder 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.
- 4.48. **Bidder's Default**
- 4.48.1. If the Bidder 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/material 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.
- 4.48.2. In addition, such action by the owner as aforesaid shall not relieve the Bidder of his liability to pay liquidated damages for delay in completion of works as defined in clause 14.0 of this section.
- 4.48.3. Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the Bidder 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.

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4.49. Termination of Contract on Owner's Initiative

- 4.49.1. The owner reserves 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 of his decision to do so.
- 4.49.2. The Bidder upon receipt of such notice shall discontinue the work on the date and to the extend specified in the notice, make all reasonable efforts to obtain cancellation of all others and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further work 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.
- 4.49.3. In the event of such termination the Bidder shall be paid compensation equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 4.49.4. 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 of 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.

4.50. Frustration of Contract

- 4.50.1. 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.
- 4.50.2. 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.
- 4.50.3. Furthermore, if the owner is unable to make satisfactory alternative arrangements for financing to the Bidder in accordance with the terms of the contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the contract treating it as frustration of the contract.
- 4.50.4. 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.

4.51. Grafts and Commissions etc

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- 4.51.1. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Bidder 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 under the contract.

F. Resolution of Disputes

4.52. Settlement of Disputes

- 4.52.1. 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.
- 4.52.2. 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.
- 4.52.3. 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 who shall proceed with the works with all due diligence, whether he or the owner requires settlement as hereinafter provided or not.
- 4.52.4. 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.
- 4.52.5. 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.
- 4.52.6 For settlement of disputes the Courts in Shillong shall have exclusive jurisdiction on any matter related to this Bid/Contract.

4.53 CONTRACTOR'S GENERAL RESPONSILITIES:

- 4.53.1 The contractor shall, in accordance with the contract and with due care and diligence, transport to site, store, inspect/test the materials before assembly and fitting/erection and carry out the works within the Contract Period. The Contractor shall also provide all necessary tools and plant, equipment and machinery, superintendence, labour and all necessary facilities therefore.

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- 4.53.2 The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of execution, notwithstanding any approval by the owner.
- 4.53.3 During the progress of the contract, the contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose off any of his tools and plant, equipment and machinery and surplus material and clear away and remove from the site any wreckage, rubbish or scrap materials no longer required. Materials and stores shall be so arranged to permit easy cleaning of the area.
- 4.53.4 On completion work at each site, the contractor shall clear away and remove from the site all his tools and plant, equipment and machinery, surplus materials, rubbish and scrap materials of every kind, and leave the whole of the site clean and in a workman like condition to the satisfaction of the owner.
- 4.53.5 In case the contractor does not keep the area clean and if found necessary to get the area cleaned, the owner shall issue a notice of forty-eight hours, and in the event of non-compliance by the contractor, get the area cleaned by some other agency. The cost of such cleaning shall be borne by the contractor. In case of rubbish, accumulating due to deposition by more than one contractor, the share of charges to be borne by the contractors as indicated by the owner shall be final.
- 4.53.6 It is mandatory for the contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following:
- 4.53.7 Safety rules:
- 4.53.8 Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
- 4.53.9 No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazard incident thereto, both to himself and his fellow employees.
- 4.53.10 Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- 4.53.11 Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire-fighting equipment shall be provided at crucial location.
- 4.53.12 Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- 4.53.13 There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

Section - 5

Special Conditions of Contract

Section 5 - Special Conditions of Contract

This Section 'SCC' is supplementary to Section -4 'General Conditions of Supply and Related Services 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 Related Services (Installation,Supervision, Testing and Commissioning) 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 Contractor, 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 Contractor 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 “Contractor”, as the context requires.

“*Purchaser*” means the Meghalaya Power Transmission Corporation Limited (in short MEPTCL) and its assignees.

The “*Contractor*” 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 Contractor is required to supply to the Purchaser under the Contract.

“Delivery” means the transfer of the Goods from the Contractor to the Purchaser in accordance with the terms and conditions set forth in the Contract.

“Completion” means the fulfilment of the Related Supply and Services (Installations, Supervision, Testing and Commissioning) by the Contractor 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, related services, testing and commissioning and other similar obligations of the Contractor under the Contract.

The “Specification” shall mean the “Purchaser’s Requirements”.

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

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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 JURISDICTION

- 5.3.1. For any litigation arising out of the contract which cannot be resolved through mutual agreement, 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. 1,2, and 3 of Section -2, Bidding Forms.

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

5.6.0 DELIVERY SCHEDULE

- 5.6.1 For the purpose of determining the completion time of the Contract, the date on which the Contractor 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 Appendix V to ITB-2 or within such extended time to which the Contractor shall be entitled under *SCC Clause 5.17.0 hereof*.

5.7.0 CONTRACT PRICE

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

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

5.8.0 TERMS OF PAYMENT

- 5.8.1 The Contract Price shall be paid as specified in subsequent sub-clauses, if not provided in Contract Forms, Section-6.
- 5.8.2 Payment against Goods and F&I (Price Schedule) 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* 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:

- ☐ Contractors 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 Contractor.
- ☐ The Contractor should intimate the dispatch of each and every consignment to the "Purchaser" and the Consignee.

All Bank charges are to be borne by the Contractor

b. Any charges on account of late intimation and/or delivery of documents by the Bank are to be borne by the Contractor.

c. The Contractor 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 Contractor.

5.8.3 Payment against Related Services (Price Schedule) shall be made as follows:-

Payment up to 100% of related services items will be made against progressive bills from the date of submission of bills less deduction of 10% Retention Money (as per *SCC Clause 5.10.0*) and advance (if and as applicable as per *SCC Clause 5.8.4*) and as per terms and conditions stipulated in the Contract Agreement.

5.8.4 **ADVANCE PAYMENT**

No advance payment is applicable for this contract.

5.9.0 **PERFORMANCE SECURITY DEPOSIT**

5.9.1 The Bidder shall have to deposit to the extent of 10% (ten percent) of the total value of the order as performance security (Bank Guarantee), within fifteen (15) days of receipt of notification of award, duly pledged in favour of MePTCL, Principal Account payable at Shillong and such security deposits shall be valid up to 12 (Twelve) months beyond the warranty period.

No interest shall be payable on such deposits.

5.10.0 **RETENTION MONEY**

In addition to above Performance Security deposit, 10% 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.

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5.11.0 WARRANTY

The Contractor 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 Contractor further warrants that the Goods, Civil works, installation and commissioning works shall be free from defects arising from any act or omission of the Contractor 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 and works, 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 Contractor *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 Contractor to inspect such defects.

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

5.12.0 COPY RIGHT ETC

- 5.12.1. The Contractor 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 Contractor 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 15% 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 Contractor 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.

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- 5.14.2 The inspections and tests may generally be conducted on the premises of the Contractor/Manufacturer, at point of delivery. Subject to Sub-Clause 5.14.3, the Contractor 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 Contractor bear all the costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 5.14.4 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice (not less than 15 days) of such test and/or inspection and of the place and time thereof to the Purchaser. The Contractor 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 Contractor/manufacturer 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 Contractor 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 Contractor that the Purchaser shall not attend the test and/or inspection, then the Contractor may proceed with the test and/or inspection, and should provide the Purchaser with a certified report of the results thereof.
- 5.14.8 The Contractor 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 Contractor from any warranties or other obligations under the Contract.

5.15.0 INSURANCE

The “Contractor” shall, have, unless, otherwise specified by the Purchaser, ensure the materials through their underwrites at their cost and shall keep it insured against any loss/ damage/ 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 “Contractor” 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/related services of the materials/equipment’s.

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In case of any loss/ damage/ pilferage/ non-delivery/ short delivery by carriers etc.; the Contractor 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 Contractor 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 Contractor 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 “Contractor” 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 Contractor, 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
- (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 fifteen (15) 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

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The Time(s) for Completion specified in the Article 3 of the Contract Agreement (Contract Forms) shall be extended if the Contractor 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 Contractor 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 Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Purchaser's estimate of a fair and reasonable time extension, the Contractor 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 Contractor 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 Contractor shall be entitled under *SCC Clause 5.17.0* hereof.

If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under *SCC Clause 5.17.0*, the Contractor shall pay to the Purchaser liquidated damages at the rate of $\frac{1}{2}$ % (half percent) of the total Contract Price per week or part thereof of delay. The aggregate amount of such liquidated damages shall in no event exceed 10% (ten percent) of the total contract price.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor 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 Contractor 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 Contractor; or
- (b) Cancel the contract wholly or in part and to complete the works at the full risk and cost of the Contractor 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 Contractor, the Purchaser shall be entitled to forfeit security deposit or any deposit or any payment due to Contractor irrespective of

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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 ban the "Contractor" or pending enquiry, suspend him or take any other steps considered suitable.

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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 I – Terms of Payment

Appendix II - Time Schedule

Appendix III - Form of Performance Security

Appendix IV – Price Schedules

APPENDIX TO ITB – 1-BDS

APPENDIX V TO ITB - 2 – Evaluation and Qualification Criteria (ECQ)

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 Contractor]

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 fifteen (15) 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 Contractor], a firm/company incorporated under the laws of Company Act, 1956 and having its principal place of business at [address of Contractor] (hereinafter called “the Contractor”). [incase of JV insert name and address of the Lead Partner as well as other Partners]

WHEREAS MePTCL desires to engage the Contractor to the ‘Supply and Related Service Contract’ covering inter-alia supply of _____ with all accessories and installations to various Sites of MePTCL and Related Services, as detailed in the Contract Document, and the Contractor 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 Contractor, 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 Contractor
- (c) Letter of Technical Bid and Technical Proposal submitted by the Contractor
- (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 Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall [. . . amounts in rupees in words . . .], [. . . amounts in figures. . .] as

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specified in Price Schedule No. 5 (Grand Summary).

Article 3	Commencement Date (Reference SCC Clause 5.6.1)
Commencement Date and Completion Time	The Commencement Date upon which the period until the Time for Completion of the total scope under the Contract shall be counted from is the date when this Contract Document is signed.
	Delivery Time (Reference SCC Clause 5.6.2)
	The whole scope under this Contract shall be completed within the time period specified in the Letter of Award (LOA)

IN WITNESS WHEREOF the Purchaser and the Contractor 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

Contractor [*Signature*]

[*Title*]

in the presence of [

Signature]

[*Title*]

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APPENDICES

Appendix 1 – Terms and Procedure of Payment

Payments shall be made in accordance with the provisions of SCC Clause 5.8.0 (Terms of Pay

Appendix 2 - Time Schedule

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

Appendix III - 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 Contractor/Manufacturer]* has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contractor/Manufacturer and brief description of Scope]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor/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 Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/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 Contractor/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 _____

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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 IV – Price Schedules

Abstract for Re-conductoring and strengthening of 132 KV S/C LINE BY ACSR Panther conductor and related services				
Sl. No	Particulars	Unit	Line Length	Total Amount inclusive Tax in Rs
Schedule-1	132 KV S/C Line from Mawlai Sub Station to 132 KV Sohra Grid Sub Station	CKm	42.142	
Schedule-1	132 KV S/C Line from NEHU Sub Station to Bidder to Mustem to 132 KV Khliehriat Grid Sub Station	CKm	59.31	
Schedule-3	Grand Summary	CKm	101.452	

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Schedule-1

1. RE-CONDUCTORING OF 132 KV S/C LINE FROM MAWLAI SUB STATION UPTO 132 KV SOHRA GRID SUB-STATION BY ACSR PANTHER CONDUCTOR (Line Length -42.142 Ckt. km)

Item No. 1: Power Conductor & its accessories								
Sl. No	Description of Material	Unit	Quantity	Unit rate	F&I	Unit Rate (in Rs) inclusive F&I	GST @ 18%	Total Price (in Rs) inclusive of Tax
1	2	3	4	5	6	7=(5+6)*4	8=7*18%	9=(7+8)*4
1	ACSR Panther Conductor (For 132 KV Line) to carry minimum current of 400 A as per technical specification	Km	138					
2	Single tension H/F complete for the above conductor (Compression)	No	535					
3	Double tension H/F complete for the above conductor (Compression)	Set	6					
4	Single suspension H/F for the above conductor	No	155					
5	Vibration Damper for the above conductor	No	130					
6	Compression Repairing sleeve for ACSR Panther Conductor (1 set in 1.5 KM)	No	30					
7	Mid span joint for ACSR Panther Conductor (1 set in 1.5 KM)	No	30					
8	120 KN Composite Insulator	No	550					
9	90 KN Composite Insulator	No	154					
10	Total in Rupees							

Item No. 2: Erection, Testing & Commissioning						
Sl. No	Description of Material	Unit	Quantity	Unit rate	GST@18 %	Total Price (in Rs) inclusive of GST
1	De-stringing from existing structure: Works including transportation laying, stringing, tensioning, clamping, jointing, jumpering & hoisting of insulator for Power conductor (Panther) and returned of dismantling Insulators and hardware fittings to Store.	Ckt. Km	42.142			
2	Re-stringing from existing structure: Works including transportation laying, stringing, tensioning, clamping, jointing, jumpering & hoisting of insulator for Power conductor (ACSR Panther)	Ckt. Km	42.142			
	Total in Rupees					

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ABSTRACT OF ESTIMATE		
Sl. No	Particulars	Amount, Rs
1	Item No. 1: Supply Power Conductor & its accessories incl F&I and GST	
2	Item No. 2: Erection, Testing & Commissioning	
4	Total in Rs	
5	(-) Less cost of the dismantled ACSR Panther conductor of 133 Km	
6	Net Total	
	Total in lakhs	

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-2

2. RE-CONDUCTORING OF 132 KV S/C LINE FROM NEHU SUB STATION TO BIDDER TO MUSTEM TO KHLIEHRIAT 132 KV GRID SUB-STATION BY ACSR PANTHER CONDUCTOR (Line Length -59.31 Ckm).
km)

Item No. 1: Power Conductor & its accessories								
Sl. No	Description of Material	Unit	Quantity	Unit rate	F&I	Unit Rate (in Rs) inclusive F&I	GST @ 18%	Total Price (in Rs) inclusive of Tax
1	2	3	4	5	6	7=(5+6)*4	8=7*18%	9=(7+8)*4
1	ACSR Panther Conductor (For 132 KV Line) to carry minimum current of 400 A as per technical specification	Km	187					
2	Single tension H/F complete for the above conductor (Compression)	No	500					
3	Double tension H/F complete for the above conductor (Compression)	Set	120					
4	Single suspension H/F for the above conductor	No	250					
5	Double suspension H/F for the above conductor	No	30					
5	Vibration Damper for the above conductor	No	1160					
6	Compression Repairing sleeve for ACSR Panther Conductor (1 set in 1.5 KM)	No	40					
7	Mid span joint for ACSR Panther Conductor (1 set in 1.5 KM)	No	40					
8	120 KN Composite Insulator	No	610					
9	90 KN Composite Insulator	No	280					
10	Total in Rupees							

Item No. 2: Erection, Testing & Commissioning						
Sl. No	Description of Material	Unit	Quantity	Unit rate	GST@18 %	Total Price (in Rs) inclusive of GST
1	De-stringing from existing structure: Works including transportation laying, stringing, tensioning, clamping, jointing, jumpering & hoisting of insulator for Power conductor (Panther) and returned of dismantling Insulators, Hardware fittings to Store.	Ckt. Km	60			
2	Re-stringing from existing structure: Works including transportation laying, stringing, tensioning, clamping, jointing, jumpering & hoisting of insulator for Power conductor (ACSR Panther)	Ckt. Km	60			
	Total in Rupees					

MEGHALAYA POWER TRANSMISSION CORPORATION LIMITED

ABSTRACT OF ESTIMATE		
Sl. No	Particulars	Amount, Rs
1	Item No. 1: Supply Power Conductor & its accessories incl F&I and GST	
2	Item No. 2: Erection, Testing & Commissioning	
4	Total in Rs	
5	(-) Less cost of the dismantled ACSR Panther conductor of 187 Km	
6	Net Total	
	Total in lakhs	

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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APPENDIX TO ITB – 1

A. Introduction	
ITB 1.1.1.1	The number of the Invitation for Bid is : <i>MePTCL/CE(T)/ACSR Panther/2026</i>
	The Purchaser is: <i>Meghalaya Power Transmission Corporation Limited.</i>
	The name of the Bid is: Reconductoring and Strengthening of 132kV line by ACSR Panther conductor and related services of at least 101.45 Ckm route length.
	<i>The Identification Number of Bid is: MePTCL/CE(T) /ACSR Panther/2026</i>
	<u>QUALIFICATION OF THE BIDDER</u> Qualification of Bidder will be based on meeting the minimum pass/ fail criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bid must be submitted by (i) A manufacturer meeting the specified requirements given under para 1.1 or 1.2 & 1.3 or (ii) An individual firm meeting the specified requirements under para 1.2 & 1.3 or (iii) A Joint Venture of manufacturer & Erector (Requirements specific to Joint Ventures are given under Para 1.4 below. The Employer may assess the capacity and capability of the Bidder to ascertain that the Bidder can successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include (i) document verification; (ii) Bidder's works/ manufacturing facilities visit; (iii) manufacturing capacity, details of work executed, works in hand, anticipated in future & balance capacity available for the present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality system in place; (vi) past experience and performance; (vii) customer feedback; (viii) Banker's Certificate etc.
	Technical Experience 1.1 (i) He is a qualified contractor possessing valid registration/ electrical (132KV and above) license, who has adequate technical knowledge and practical experience; the evidence of which shall consist of Work Orders, Experience Certificates, self/company's profile etc. 1.1 (ii) The Bidder should have prior experience in Supply, erection and commissioning of transmission lines of 132kV or above voltage class. Performance certificate/ Purchase order to be submitted The Bidder should have a minimum 5 years of experience in the field of Extra High Voltage (EHV) transmission line works. AND The Bidder must have successfully completed at least: 1.1 (iii) One similar work of 132kV or higher voltage transmission line of minimum 50 Ckm length in a single project, OR 1.1 (iv) Two similar works each of at least 25 Ckm length, OR 1.1 (v) Three similar works each of at least 15 Ckm 1.1 (vi) Atleast one project must have been executed and one project should be in successful operation for 3 years. OR 1.2 (i) The Bidder must have experience of Engineering, Procurement, Construction etc and possessing valid registration/ electrical (132KV and above) license. The Bidder must have successfully executed EPC projects of Transmission lines of 132 KV or above class in

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	the last 5 years evidence of which shall consist of Work orders, Experience certificates , Self / Company's profile etc. AND The Bidder must have successfully completed at least: 1.2 (ii) One similar work of 132kV or higher voltage transmission line of minimum 50 Ckm length in a single project, OR 1.2(iii) Two similar works each of at least 25 Ckm length ,OR 1.2 (iv) Three similar works each of at least 15 Ckm At least one project must have been executed on EPC/turnkey basis and one project should be in successful operation for 3 years,
	1.3 Financial Position For the purpose of the particular bid, Bidders shall meet the following minimum criteria: a) Annual Turnover for the last 3 financial years should be positive. b) Minimum Average Annual Turnover* (MAAT) for best three years i.e. 36 months out of last five financial years of the Bidder should be not less than Indian Rs. 4.86 Crore for this package. c) Liquid Assets (LA) and/or evidence of access to or availability of credit facilities should be not less than Indian Rs. 8.10 Crore.
	1.4 Requirements specific to Joint Ventures between conductor Manufacturer & Erector In case, bid is submitted by a Joint Venture (JV) of conductor manufacturer & Erector as partners, the JV shall meet collectively the complete requirement mentioned at clause 1.1 & 1.3 above and they must meet the following requirements: (i) One of the partners(s) of JV shall meet the Technical Experience criteria for conductor manufacturer stipulated under para 1.1. (ii) The other partner of JV shall meet the Erection Experience criteria specified at 1.1. iii) The lead partner shall meet not less than 60% of the Financial Position minimum criteria given at Para 1.3 (b) & 1.3 (c) iv) The other partner shall meet not less than 40% of the minimum Financial Position criteria given at Para 1.3 (b) & 1.3 (c)
	1.4 The Bidder shall submit documentary evidence in support of qualification requirement stipulated above.
	The experience of the Bidder shall also include the following:
	(a) three similar completed works costing not less than the amount of Rs 6,40,88,500/- OR,
	(b) two similar completed works costing not less than the amount Rs 8,01,10,700/- OR,
	(c) one similar completed works costing not less than the amount of Rs. 12,81,77,100/-
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,

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	Floor/Room number: Old Building MeECL Complex
	City: Shillong
	PIN Code: 793001
	Country: India
	Email id: cetrans.meptcl@meghalaya.gov.in
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.32.00 Lakhs for general category and Rs 16.00 Lakhs for SC & ST in favour of MePTCL, Principal Account, Payable at Shillong
ITB 1.3.10.1	In addition to the original Bid, three additional copies are to be submitted.
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
	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 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 1.4.1.1 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
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

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	PIN Code: 793001
	The opening of Price Bids shall take place at
	Address Lumjingshai Short Round Road,
	Floor/Room number: Ground Floor
	City: Shillong
	PIN Code: 793001
	Date & Time to be intimated
Appendix to ITB-2 Clause 2.2.2	Minimum average annual turnover of Bidder during the last three years is Rs.4,86,00,000.00
Appendix to ITB-2 Clause 2.2.3	The total cash flow demands of the subject contract or contracts is Rs. 8,10,00,000.00

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APPENDIX V 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 1.5.5 and ITB 1.5.6, 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

1. Evaluation
 - 1.1. Technical Evaluation
 - 1.2. Economic Evaluation
 - 1.3. Time Schedule
 - 1.4. Specific additional criteria
2. Qualification
 - 2.1 General
 - 2.2 Litigation
 - 2.3 Financial Situation
 - 2.4 Experience
 - 2.5 Manufacturers
 - 2.6 Technical

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 1.5.5.1, 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 1.5.6.1, 1.5.6.2 and 1.5.7

1.3. **Time Schedule**

Time to complete Works from the Commencement Date specified in Article 3 of the Contract Agreement for determining time for commissioning is 8 (eight) months. Bids not

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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~~ .

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.

2.2. **Litigation:**

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.

2.3 **Financial Situation**

2.3.1. Submission of audited balance sheets or other financial statements acceptable to the Purchaser, for the last 5 (five) 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 2, Bidding Form), with the Bid duly filled up.

2.3.2. 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 5 years. The Bidder shall furnish along with its bid the audited balance sheets and duly filled up Form 'FIN-2' in support of this Clause.

2.3.3. Using Forms FIN – 3 Section 2 (Bidding Forms) the Bidder must demonstrate current 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.

2.4 **Experience**

2.4.1 **General Experience**

Experience as a contractor for work for at least 5(five) years as on bid submission deadline. The Bidder shall submit Form 'EXP-1' (Section 2, Bidding Form), with the Bid duly filled up.

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2.4.2 Specific Experience

(a) Contracts of Similar Size and Nature

Participation as contractor in at least 1(one) contract within the last 5 (five) years that have been successfully completed where contract consists of supply and stringing of ACSR Panther conductors least 50 Ckm route length of transmission lines of 132kV voltage class or above.

2.5. Manufacturer-

2.5.1. Manufacturers for the following major items of supply must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the /manufacturer.

The Bidder shall possess required equipments, tools & tackles to carry out the work.

Item No.	Description of Item	Minimum Criteria to be met
1	Manufacture of ACSR Panther Conductor	The Bidder or if the Bidder is not a manufacturer of listed items his supplier must have designed, manufactured; type tested, supplied listed equipment, which are in successful operation for at least five (5) years as on the date of bid opening. The Bidder/manufacturer should list such works executed to substantiate the requirement of this Clause using Form EXP-2.
2	Manufacture of long rod insulators suitable for stringing of above mentioned ACSR Panther conductor.	
3	Manufacture of hardware fitting suitable for above mentioned ACSR Panther conductor	

NOTE: The Bidder complying above requirements must submit with his bid the following documents to substantiate the requirements of this clause:

- (i) Manufacturer must have production facility in India.
The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of bidding document and meets the minimum criteria listed above for that item.
- i (ii) Full type test certificate.
- (iii) Manufacturer's experience list.
- (iv) Recent performance certificate from past clients. Performance & Completion certificates should be recent & must not be older than 5 (five) years on the date of opening of the technical bids.

2.5.2 The Bidder may offer above listed items clause no 2.5.1 from reputed manufacturers having manufacturing facility in India

NOTE: The Bidder is responsible for ensuring that the manufacturer complies with the requirements of bidding document and meets the minimum criteria listed above for that item. (Bidder shall furnish P.O. copies, Order completion Certificates and Test Reports in support of the same) Using Forms EXP – 1 of Section 2 (Bidding Forms) the Bidder must furnish

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necessary information along with supporting documents (e.g., copy of contracts, performance & completion certificate, handing / taking over certificates etc.) in support of this clause.

2.5.3 Even though the Bidder meets the above qualifying criteria, they are subject to be disqualified if they have

- a. made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and / or
- b. record of poor performance such as not properly completing the contract, inordinate delays in supply completion, litigation history or financial failure etc.

2.5.4 Notwithstanding anything stated above the purchaser reserves the right to assess Bidder capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the Purchaser.

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Notice Inviting Tender Details (NITD)

Sl No	Name of work	Bid No	Bid Security Amount (Rs)	Tender Fee incl of GST (Rs)	Last Submission Date / Time	Opening Date / Time
1	Re-conductoring and strengthening of 132 KV S/C Line from Mawlai Sub Station to Sohra Sub Station and 132 KV NEHU Sub station to Lad Nongkrem to Mustem to Khliehriat Sub Station by ACSR Panther conductors and related services in Meghalaya	MePTCL/CE(T)/ACSR/2026	Rs 32.00 Lakhs for general category and Rs 16.00 Lakhs for SC & ST in favour of MePTCL, Principal Account, Payable at Shillong	Rs 59,000 /-	01.10.2026 11:00 Hrs	01.10.2026 13:00 Hrs

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