

SECTION – SCC

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL INFORMATION

- 1.1 The MeECL having the registered office at Lum Jingshai, Short Round Road, Shillong - 1, hereinafter referred to as 'the owner', intends to construct the 132/33KV substation at Mawngap.
- 1.2 MeECL, therefore, invites sealed bids for the construction of the 132/33KV substation at Mawngap on domestic competitive bidding basis.
- 1.2.1 The eligibility of the bidders is given in annexure-A (SCC) entitled qualification requirements.
- 1.3 The contents of bidding documents are as indicated under clause 3.0, section - INB, conditions of contract, volume-I of bidding documents. The requirements, conditions, appendices etc., stated in conditions of contract (volume-I), bid proposal sheets (volume-IB) & technical specifications (volume-II) and subsequent amendment(s) shall apply to and shall be considered as part of this volume as if bound together. In case of any discrepancy between the provisions of this volume and other volumes of the bidding documents, the provisions of this volume shall prevail.
- 1.4 Bidders may note that the owner has uploaded its 'bidding documents tender' (Vol.-I, IA, IB & II) to MeECL's website. Those bidders who wish to peruse the same may visit www.meseb.nic.in However, it shall be noted that no other party, including the bidder/contractor, shall derive any right from this bid documents or have any claim on the owner on the basis of the same. The respective rights of the owner and bidders/contractors shall be governed by the bidding documents/contracts signed between the owner and the contractor.

2.0 SCOPE OF WORK

- 2.1 The detailed scope of work covered under the package is specified in the technical specifications, volume-II (TS) and is indicated briefly hereunder:
 - 2.1.1 The scope of work covered under the package includes
 - (a) casting of foundation.
 - (b) erection of NCA type column & NB type beam.
 - (c) fixing of insulator strings, stringing of conductor, earthwire alongwith all necessary line accessories.
 - (d) testing and commissioning of the erected bus bar.
 - (e) all other items not specifically mentioned in this specification and/or BPS but are required for the successful commissioning, unless specifically excluded in the specification.
- 2.2 Before proceeding with the work, the contractor shall fully familiarise himself with the site conditions. It shall be the responsibility of the contractor to arrange all inputs

required for detailed engineering and execution. The bidders are advised to visit the site, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc. The contractor shall be fully responsible for providing all erection tools & tackles etc. needed for erection of the structures, materials for civil works, systems and services specified or otherwise which are required to complete the erection work and successful testing & commissioning purposes.

2.3 All materials required for the civil works (including cement and steel), shall be arranged and transported to sites associated with the above scope of work by the contractor at his cost and expense. Nothing shall be arranged and provided by the owner, whatsoever.

2.4 The following clauses on insurance read in conjunction with the stipulations at clause 33.0 of GCC, volume-I and clause 17.0 below, shall also apply:

2.4.1 The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils. The responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the contractor alone. The contractor shall be responsible for the safety and security of the employees of the contractor & his sub-contractors throughout execution of the works.

The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations and the owner will not entertain any claim in this regard.

2.4.2 The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workmen compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc.

2.4.3 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price.

2.5 Any other items not specifically mentioned in the specifications but which are required for erection, testing, commissioning and satisfactory operation are deemed to be included in the scope of the specifications unless specifically excluded.

3.0 QUALIFYING REQUIREMENTS

The qualifying requirements for the bidders are given in annexure-A (SCC) to this special conditions of contract, Vol.-IA .

4.0 BID CURRENCIES & PRICES

4.1 Bidders shall quote the prices in Indian rupees only for all expenditures to be incurred.

4.2 The items/equipment/materials/works (referred to as 'items' for the sake of brevity) generally required for completion of the scope of work as per the technical specifications (TS), Vol.-II of bidding documents, are described and given in schedules of items and prices (price schedules) forming part of bid proposal sheets (BPS), Vol.-IB of bidding documents. However, the brief descriptions shall not be construed to limit the scope of

work, and the same shall be read in conjunction with corresponding sections of technical specifications(TS) including amendment/errata, if any, thereto.

- 4.3 Bidder shall indicate separately in their bid, all applicable taxes, duties and levies in respect of transactions between the owner and the contractor under the contract, if any. The bidder shall bear and pay to the concerned authorities any income tax, surcharge on income tax and other corporate taxes, wherever applicable.
- 4.4 Bidder shall quote separately, as per relevant price schedules of BPS, the charges for erection, testing & commissioning (which shall be inclusive of charges for unloading, handling, storage, insurance etc.) of all items which are to be erected at site and charges of associated civil works viz. casting of foundations etc. as specified in technical specification and bid proposal sheet. These charges together for all equipment needed for erection of the structures shall be deemed to be included in the 'erection charges' to be quoted against the items indicated in relevant schedule of BPS. The charges for civil works to be indicated against erection charges shall be a composite charge for each item which shall include cost of supply and freight & insurance charges of all materials to be used in civil works as well as erection charges. In addition, the cost of any other materials/equipments required for successful erection, testing and commissioning including associated civil works, not indicated separately in the schedule of supply items in the BPS but required as per technical specification, shall be deemed to be included in the 'erection charges'.

5.0 PRICE ADJUSTMENT

5.1 General

- 5.1.1 The prices for execution of the entire works covered under the scope of this specification shall be quoted by the bidder in the manner specified, in the BPS. The erection price component shall be **FIRM** and no price adjustment shall be applicable on the same for the entire duration of the contract.

6.0 Taxes & Duties

6.1 For works & services

- 6.1.1 Provisions of clause 12.0, section INB and clause 16.0, section GCC of volume-I of the bidding documents shall be applicable.
- 6.2 No concessional sales tax declaration forms shall be issued by the owner for this project.

7.0 BASIS OF EVALUATION & COMPARISON

- 7.1 Bidder has to quote for the complete scope of work for the package as stated in technical specifications, volume-II. Bids for individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- 7.2 The bid evaluation shall be carried out considering the discount(s) offered, if any. The owner will evaluate and compare bids on the basis of a bid as a total including the discount offered in a manner most advantageous to the owner, and award of contract(s)

would be made to the bidder(s) for the package(s) on the basis of least evaluated price to the owner, as per provisions of the bidding documents.

- 7.3 Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- 7.4 Bid stipulating commissioning dates beyond that specified under the clause 11.0 titled 'work schedule' in this volume run the risk of rejection.
- 7.5 Bids shall be evaluated and compared on the basis of lumpsum price for the entire scope of work. The lumpsum price shall include: -
- (a) Loading & transportation of equipment/materials from the owner's store to site.
 - (b) Charges for erection which shall include unloading, handling, storage, insurance, erection, testing & commissioning complete and all associated civil works.
- 7.6 The owner's evaluation of a bid, in addition to the total price as per clause 7.5 above, will take into account:
- (a) Applicable taxes, duties & levies payable / reimbursable by the owner as per provisions of clause 6.0 of this volume;
 - (b) The comparison of bids shall be in the manner indicated in clause 29.0 of section INB, Vol.-I and in the technical specifications, volume-II of bidding documents.
- 7.7 The prices of all such item(s) against which bidder has not quoted rates/amount (viz. items left blank or against which '-' is indicated) in the schedules will be deemed to have been included in other item(s).

8.0 SPECIAL TOOLS & TACKLES

The bidder shall include in his bid any special tools and tackles, if any, for erection, testing, commissioning purposes. The list of such special tools and tackles shall be given in the bid and prices for bringing and using such items shall be deemed to be included in the bid price.

9.0 TERMS OF PAYMENT

The payment to the contractor under the contract will be made by the owner in line with clause 31.0, section GCC, Vol.-I and as per the guidelines and conditions specified hereunder. All payments made during the contract will be on on-account payment purpose only.

- 9.1 90% (ninety percent) of the erection price component will be paid on progressive monthly basis depending on the actual work done against each completed erection activity and on certification of the same by the owner.
- 9.2 The balance 10% (ten percent) of the erection price component shall be paid after successful commissioning of the substation and issuance of taking over certificate. However, in case, for any reason solely attributable to the owner, the commissioning of line is delayed beyond 120(one hundred and twenty) days of successful completion of final checking and testing of line for the purpose of commissioning as defined in

technical specification, volume-II of the bidding documents, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6(six) months from the readiness of sub station for commissioning and charging at rated voltage, to be extended till 90 (ninety) days beyond actual commissioning & taking over.

9.3 'Commissioning' for the purpose of payments shall mean satisfactory completion of all erection, commissioning checks and successful completion of all site tests and charging at rated voltage as per the contract and to the satisfaction/approval of the owner.

9.4 **Payment towards taxes and duties**

The contractor shall be responsible for payment of all Indian taxes, duties and levies lawfully assessed against the contractor for his personal income & property only. This clause shall be read in conjunction with clause 12.0 of section – INB of this volume –I.

9.5 **Mode of payment**

Payments shall be made promptly by the owner after receipt of contractor's invoice, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the contractor directly in Indian rupees only.

10.0 **QUANTITY VARIATION**

The quantity of work given in the bid proposal sheets, volume-IB of the bidding documents is provisional. The final quantity shall depend on the actual site condition. The contractor shall be responsible for execution of such final quantities for completion of the sub station and they shall be paid for such finalized quantity at the unit rate indicated in the letter of award.

11.0 **WORK SCHEDULE**

11.1 The bidder shall include in his proposal his programme for furnishing and erection works complete in all respect. The programme shall be in the form of a bar chart/master network identifying key phases in various areas of total work like field activities such as foundation, column & beam erection, stringing etc. and testing & commissioning so as to achieve testing & commissioning of the substation within **6(six)months** from the date of letter of award.

11.2 The schedule shall be reckoned from the date of issue of letter of award. Within 15(fifteen) days of issuance of letter of award, contractor shall submit PERT network conforming to the erection dates mentioned in letter of award for review and approval. After approval of PERT network, one reproducible with sufficient number of prints as desired by the owner shall be submitted.

11.3 The provisions of liquidated damages leviable in case of delay in completion pursuant to clause 14.0 below shall become effective after the period mentioned above for successful completion of testing and commissioning.

12.0 CONTRACT PERFORMANCE GUARANTEE

The successful bidder shall be required to furnish to the owner a contract performance guarantee (CPG) for the value of 10% (ten percent) of total contract price as per conditions stipulated in clause No. 35.0, section INB of Vol.-I, and clause No. 29.0, section-GCC, of volume-I, which shall be extended from time to time till 90 (ninety) days beyond the actual date of successful completion of warranty period, as may be required under the contract. The bid security shall be kept valid by the successful bidder till the contract performance guarantee is accepted by the owner.

13.0 OWNER'S SUPPLIED ITEMS/ MATERIALS

- 13.1 The equipment & materials to be furnished by the owner shall be supplied to the contractor at the owner's store. The contractor shall be responsible for taking delivery of these materials, unloading them, carting them to different stores built by him for the purpose, the loading, unloading and cartage being at the cost of the contractor. The contractor shall be responsible for proper handling and storage of these materials from the time of receipt upto the time of taking over by the owner.
- 13.2 Yards and store provided by the contractor for stacking and storage of materials shall be open for inspection by the owner as and when required. The cost of handling and storage shall be to the contractor's account.
- 13.3 In case the material being arranged by the owner and supplied to the contractor for erection, are received short, broken or damaged the same shall be informed immediately in writing by the contractor to the engineer, who shall take further action in the matter.

14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

15.0 INDEMNITY BOND

For the materials/equipment to be provided by the contractor and /or for the owner supplied items, it will be the responsibility of the contractor to take delivery, unload and store the materials at site and execute an indemnity bond as per proforma at annexure-VII/VIII, conditions of contract, Vol.-I in favour of the owner against loss, damage and risks involved for the full value of the materials. This indemnity bond shall be furnished by the contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over the substation to the owner.

16.0 STORAGE-CUM-ERECTION INSURANCE

In addition to conditions specified in clause No. 33.0 section - GCC, Vol.-I following shall also apply:

- 16.1 Further all the equipment and materials being supplied by the owner for the erection (as per technical specification) shall be kept insured by the contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading upto the time of taking over by the owner including handling, transportation, storage, erection, testing and commissioning etc.
- 16.2 It will be the responsibility of the contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of contract and the owner shall be kept informed about it. The contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the contractor.

17.0 POWER, WATER & COMMUNICATION

The contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the construction/erection of sub station at his own cost.

18.0 LAND FOR CONTRACTOR'S OFFICE, STORE, WORKSHOP ETC.

The contractor shall make his own arrangement for land for construction of his field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. as required for execution of the contract at his own cost.

19.0 PROGRESS REPORTS

During execution of the contract, the contractor shall furnish monthly progress reports to the owner in a format as specified by the owner, indicating the progress achieved during the month, and total progress upto the month against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. If called for by the owner, contractor shall also furnish to the owner resources data in a specified format and time schedule. The contractor shall also furnish any other information that is necessary to ascertain progress, if called for by the owner.

20.0 SURPLUS MATERIALS

- 20.1 On completion of the works all such materials supplied by the owner, for erection, that remain unutilized shall be returned to the engineer by and at the expense of the contractor in the owner's store(s), except for the wastage allowed for various line materials in accordance with provision of the relevant clause.
- 20.2 The contractor, within 2 (two) months from the taking over of the substation line, shall return and account for the surplus materials, failing which necessary recoveries will be made from the outstanding bills of the contractor for the cost of the materials left unaccounted as decided by the engineer.

21.0 LATENT DEFECT WARRANTY

The period of latent defect warranty in terms of clause 15.0, section - GCC, volume-I shall be limited to 5(five) years from the date of expiry of guarantee period.

22.0 FIRST AID

To deal with emergency/accidental eventualities at works site, the contractor shall make all such arrangements necessary, such as services of an ambulance etc., for transportation to hospital at his own cost.

23.0 SUBMISSION OF BIDS

The bid shall be submitted by the bidders as per clause 19.0 of section-INB of Vol.-I and as indicated in the invitation to bid (INB). However, the bidders are required to prepare and submit only three copies of the bid (i.e., one original and two copies) and qualifying data, clearly marked 'original bid' and 'copy of bid'.

24.0 BID SECURITY

24.1 A bid security in a separate sealed cover, shall accompany the bid in original and two copies of the original for the amount indicated below in a manner as set forth in clause 17.0 section-INB, conditions of contract, Vol.-I.

Bid security amount	Rs. 1,00,000.00 Lakhs
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24.2 Any bid not accompanied by a bid security as set forth in clause 17.0, section - INB, conditions of contract, Vol.-I and hereinabove shall not be accepted and shall be returned without being opened.

24.3 Wherever 'owner' is appearing in conditions of contract, Vol.-I of bidding documents, the same shall be read as MeECL.

1.0 FOR SUBSTATION:

1.1 QUALIFYING REQUIREMENTS OF BIDDERS.

1.1.1 This bidding is open to any experienced and reputed high tension line erector (132 KV & above) who provides satisfactory evidence concerning the following that he:

- (a) is a qualified erector who has adequate technical knowledge and practical experience;
- (b) does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- (c) has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works [the bidders should submit at least 3(three) copies of their profit and loss account and balance sheet for the last five years];
- (d) has adequate skilled manpower and working tools/machineries available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the strength of employees, list of different tools/equipments with specifications and present commitments (excluding the work under this specification) of the bidder or his principal.
- (e) has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the specifications and documents; and
- (f) has established quality assurance system during his field installation activities.
- (g) Has necessary Trading license, Labour License, income tax clearance certificate, etc as necessary by the Government.

1.1.2 Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the qualifying requirements, they also:

- (a) are commercially oriented legal entities distinct from the owner, and not a government department;
- (b) are financially autonomous, as demonstrated by requirements on their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues through the sale of goods or services; and
- (c) are managerially autonomous.

1.2 In addition, the qualifying requirement stated in the accompanying 'special conditions of contract' shall also apply.

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

2.0 QUALIFICATION OF THE BIDDER

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in part-A below regarding the bidder's technical experience, equipment facilities and financial position as demonstrated by the bidder's responses in the corresponding bid schedules. The bidder shall also be required to furnish the information specified in part-B in their bid. Sub-contractors' technical experience and financial resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

The owner may assess the capacity and capability of the bidder, to 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 facilities visit; (iii) details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) details of plant and machinery, testing facilities, manpower and financial resources; (v) details of quality system in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

The owner reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

3.0 PART-A

3.1 Technical experience

- 3.1.1 The bidder shall have successfully executed similar kind of work in 132 KV substation or switchyard of 132KV class or above. The bidder may have been successfully completed any Bay extension in any 132 KV Sub Station during the last 5(five) years as on the date of bid opening and which must be in satisfactory operation for at least 1(one) years as on the date of bid opening.
- 3.1.2 For the purpose of qualifying requirement, erection and foundation of any terminal equipments shall be considered as a bay used for controlling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, two disconnectors and three nos. of single phase CTs/ bushing CTs.

3.2 Financial Position

For the purpose of this particular bid, bidders shall meet the following minimum criteria:

- (a) Minimum average annual turnover (MAAT) for best three years out of last five financial years of the bidder should be Indian Rs. 50.0 Lakhs.
- (b) Bidder shall have liquid assets (LA) or/and evidence of access to or availability of credit facilities of not less than Indian Rs. 25.0 Lakhs.

In case bidder is a holding company, MAAT & LA referred to in clause 3.2(a) & (b) above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In

case bidder is a subsidiary of a holding company, MAAT & LA referred to in clause 3.2(a) & (b) above shall be of that subsidiary company only (i.e. excluding its holding company).

4.0 PART-B

4.1 The bidder shall also furnish the complete annual reports together with audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

4.2 The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years.

END OF SECTION - SCC