

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 invite maintenance contract of the 220KV line from Misa (Assam) 220KV substation (Power Grid Corporation of India) to 220KV substation at Killing.

1.2 MeECL, therefore, invites sealed bids for the maintenance of this transmission line for a period of three years on domestic competitive bidding basis:

Maintenance of 220KV line from Misa (Assam) 220KV substation (Power Grid Corporation of India) to 220KV substation at Killing. 2 x 113.4Km

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 & IA), bid proposal sheets (volume-IB), technical specifications (volume-II) & maintenance schedules(volume – III) 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 Unless brought out clearly, the bidder shall be deemed to conform strictly to the provisions of bidding documents. All deviations from the specifications shall be clearly brought out in respective schedules of deviations forming part of bid proposal sheets (volume-IB). Any discrepancy between specifications and the catalogues of the bid, if not clearly brought out in the schedules, will not be considered as a valid deviation.

1.5 Bidders may note that the owner has uploaded its 'bidding documents tender' (Vol.-I, IA, IB, II & III) 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 (i) routine patrolling of transmission lines at regular intervals as per norms as detailed in annexure – A of volume – III. (ii) visual inspection of jumpers, disc insulators and detection of punctured insulators in insulator failure prone areas (iii) looping , chopping and bush clearance to maintain line clearance (iv) inspection of foundations and completeness of tower members, cross arms, cross bracings, stay earthing, anti climbing devices, danger plates & signs (v) replacement of missing/ damaged tower members, pole locations, vibration dampers etc. (vi) minor repair of tower foundations (vii) pre & post monsoon inspections (viii) special patrolling on tripping of lines (ix) repair of conductor, earthwire and all other items not specifically mentioned in this specification and/or BPS but are required for the smooth flow of power through the transmission line, unless specifically excluded in the specification.

2.1.2 The scope of work shall also include carrying out of all maintenance/rectification works required for smooth flow of power through the transmission system but not included in clause No. 2.1.1 above. Such works include rectification works arising out of incidence of unpredictable nature for e.g. tower collapse, foundation failure etc. Immediately on occurrence of such incidents, the contractor shall report to site engineer and arrange for an immediate joint inspection to assess the rectification works to be carried out. On the basis of joint verification, the volume & cost of rectification works shall be calculated as per the basis detailed in clause No. 36.0 of Vol. – I, section – GCC. The completion schedule for such rectification work shall be decided mutually. In such case necessary construction materials, labour, transportation, any insurance, T&P etc. shall be arranged by the contractor.

The technical specification and standard of carrying out such type of work shall be as per owner's technical specifications/design/drawings which shall be issued to the contractor before carrying out of the works and shall be as per relevant latest Indian & international standards. As the quantity of these nature of unpredictable job cannot be quantified at this stage, the bid price shall be exclusive of the same and shall be finalized as per clause No. 36.0 of Vol. – I, section – GCC.

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 maintenance tools & tackles etc. needed for maintenance of the line, materials for civil works, systems and services specified or otherwise which are required for smooth flow of power through the transmission lines.

2.3 All materials required for the civil works (including cement and steel), all necessary maintenance tools & tackles shall be arranged and transported to sites associated with the above scope of work under clause No. 2.1.1 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 23.0 of GCC, volume-I and clause 16.0 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, 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 satisfactory operation of the transmission line are deemed to be included in the scope of the specifications unless specifically excluded.

3.0 QUALIFYING REQUIREMENTS

3.1 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) required for the scope of work as per the technical specifications (TS), Vol.-II of bidding documents, are given in schedules of items and prices 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.

4.3.1 The bidder shall bear and pay to the concerned authorities any income tax, surcharge on income tax and other corporate taxes, wherever applicable.

5.0 PRICE ADJUSTMENT

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 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

Provisions of clause 12.0, section - INB of the bidding documents shall be applicable.

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 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 in a manner most advantageous to the owner, and award of contract(s) would be made to the bidder(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.

8.0 SPECIAL TOOLS & TACKLES

The bidder shall include in his bid any special tools and tackles, if any, for maintenance, erection & testing of the transmission line. 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

9.1 The payment to the contractor under the contract will be made by the owner in line with clause 21.0, 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.

9.1.1 The contractor should submit within 30(thirty) days of issuance of the LOA, an unconditional & irrevocable bank guarantee in favour of MeECL at 15% (fifteen percent) of the total contract price towards contract performance guarantee (CPG) in accordance with clause 35.0 of section-INB, Vol.-I and as per proforma attached with section-Annex. of Volume-I (conditions of contract). The said bank guarantee shall be valid upto 90 (ninety) days after the expiry of contract period

9.2 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

- 9.3 90% (ninety percent) of the maintenance price component will be paid on progressive monthly basis depending on the actual work done against invoice submitted and on certification of the same by the owner.
- 9.4 The balance 10% (ten percent) of the maintenance price component shall be paid after successful completion of the contract period and issuance of taking over certificate.

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 survey of the transmission line. The contractor shall be responsible for execution of such final quantities for completion of the transmission line and they shall be paid for such finalized quantity at the unit rate indicated in the letter of award.

11.0 CONTRACT PERFORMANCE GUARANTEE

The successful bidder shall be required to furnish to MeECL a contract performance guarantee (CPG) for the value of 15% (fifteen percent) of total contract price as per conditions stipulated in clause No. 35.0, section INB of Vol.-I, and clause No. 17.0, section-GCC of Volume-I, which shall be extended from time to time till 90 (ninety) days beyond the completion of contract period. The bid security shall be kept valid by the successful bidder till the contract performance guarantee is accepted by the owner.

12.0 OWNER'S SUPPLIED ITEMS/ MATERIALS

- 12.1 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 of the complete transmission line by the owner.
- 12.2 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.
- 12.3 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.

13.0 STORAGE-CUM-ERECTION INSURANCE

In addition to conditions specified in clause No. 23.0 section - GCC, Vol.-I following shall also apply:

- 13.1 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 loading in the owner's store upto the time of taking over by the owner including handling, transportation, storage, erection, testing and commissioning etc.
- 13.2 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.

14.0 POWER, WATER & COMMUNICATION

The contractor shall make his own arrangements for power, water, telephone and other facilities necessary for the maintenance of the transmission line at his own cost.

15.0 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, assembling yard, etc. as required for execution of the contract at his own cost.

16.0 MAINTENANCE REPORTS

During execution of the contract, the contractor shall furnish monthly maintenance reports to the owner in a format as specified by the owner, indicating the maintenance works carried out during the month. If called for by the owner, the 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.

17.0 SURPLUS MATERIALS

On completion of the works all such materials supplied by the owner, for maintenance/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.

18.0 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.

19.0 SUBMISSION OF BIDS

The bid shall be submitted by the bidders as per clause 20.0 of section-INB of Vol.-I and as indicated in the invitation to bid. 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'.

20.0 BID SECURITY

20.1 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 16.0 section-INB, conditions of contract, Vol.-I.

	Rs. 2,00,000.00
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20.2 Any bid not accompanied by a bid guarantee as set forth in clause 16.0, section - INB, conditions of contract, Vol.-I and hereinabove shall not be accepted and shall be returned without being opened.

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

1.0 QUALIFYING REQUIREMENTS OF BIDDERS

- 1.1 This bidding is open to any experienced and reputed high tension line erector or has maintained EHV lines who provides satisfactory evidence concerning the following that he:
- (a) is a qualified erector or has maintained EHV lines and 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) as adequate skilled manpower and working tools/machineries available to perform the works properly and expeditiously. 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 activities..
- 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.
- 1.3 The bidder should have carried out similar work described in the scope of work of the short notice inviting bids / Vol.-II. Performance certificate and order copies to this effect from the ordering authority should be submitted, with clear mention of scope of work, contract period and value and other detail.

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. Subcontractor's 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.

2.1 PART-A

2.1.1 Technical Experience

The bidder shall have successfully carried out as a prime contractor or as a sub-contractor or as a member in a joint venture execution of two or more contracts of 132 kV or higher voltage class transmission line(s) within the last five years as on date of bid opening. The bidder's experience should include the following:

- (i) The bidder should have erected and strung not less than following cumulative route length of transmission lines of 132 KV or higher voltage class : 50 Kms.

Or,

- (ii) The bidder should have carried out maintenance contract of 132KV or higher voltage class : 50Kms.

2.1.2 Equipment facilities

The bidder should have its own equipment facilities for the maintenance/erection of transmission line towers , stringing etc. and should furnish the following :

- (i) List of equipments along with documents/registration to prove ownership.

- (ii) The names of regular employees along with their trade or field of qualification and experience.

2.1.3 Financial Position

- (i) Minimum average annual turnover (MAAT) for best three years out of last five financial years of the bidder should be Indian Rs. 1.0 crore.
- (ii) Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities of not less than Indian Rs. 1.0 crore.

In case bidder is a holding company, MAAT & LA referred to in clause 2.1.3 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 2.1.3 above shall be of that subsidiary company only (i.e excluding its holding company).

2.2 PART-B

2.2.1 The bidder shall furnish the following information / document along with the bid to establish qualification.

- (a) All the documents as sought in the NIT to establish the qualification of the bidders.
- (b) Attested copies of original document of the legal status, place of registration, principal place of business.
- (c) Experience certificate for construction / O&M of 220KV/132KV line and above.
- (d) Litigation if any, pending at any court of law or with any statutory bodies.
- (e) Availability of manpower, tools & plants & vehicles for this work (to be submitted as per the prescribed format enclosed).
- (f) Valid statutory permit / license for working in EHV electrical installation for working at 220KV/132KV level & above in the name of contractor is to be submitted.
- (g) EPF/ VAT/ CST/ State ST/ TIN registration certificate.
- (h) Solvency certificate from bank showing credit limit sanctioned and availed last five years annual audited accounts. Balance Sheets, profit & loss accounts with schedules.
- (i) The participating bidder must submit the form -1 to 10, Vol.-II duly filled in.
- (j) Notwithstanding anything stated or contained anywhere in the specifications MeECL reserves the right to assess in any way the bidder's capability and capacity to perform the work at overall interest of the owner. In case of any deficiency / discrepancy in respect of qualifying requirement, the bid shall be rejected without assigning any reason thereof. The decision of the owner in this respect shall be final and binding.

2.2.2 In addition, the qualifying requirement stated in the accompanying ‘technical specification’ shall also apply.

2.2.3 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.

2.2.4 Litigation History:

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. A consistent history of awards involving litigation against the bidder may result in rejection of bid.

END OF SECTION - SCC