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**SECTION-2**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**SPECIAL CONDITIONS OF CONTRACT****1.0 GENERAL INFORMATION**

- 1.1 Power & Electricity Department, Mizoram, Aizawl (hereinafter called the Owner) for *Renovation & Modernisation Electro-Mechanical Components of Tuipanglui SHP*.
- 1.2 The respective rights of the Owner and Contractors shall be governed by the Contracts signed between the Owner and the Contractor for the respective packages.

**2.0 DETAILS OF WORK**

- 2.1 The detailed scope of work covered under this package is specified in Section-5 Activity, Quantification and Broad Scope of Works and is indicated briefly hereunder:
- 2.1.1 The Scope of Work shall include delivery of materials from department store through challan, erection and commissioning including insurance during transit and storage.
- 2.2 Before proceeding with the work, the Contractor shall fully familiarize himself with the site conditions. It shall be the responsibility of the Contractor to arrange all inputs required for detailed engineering and execution. The Contractor shall be fully responsible for providing all equipment, materials, system and services specified or otherwise which are required to complete the work and successful testing & commissioning of various strengthening project.
- 2.3.1 The contractor shall bear the cost of getting the materials issued, loading, transportation to the site, unloading, storing, cutting, assembling and joining as necessary.
- 2.4.1 The contractor shall, at his own expense, provide all materials, required for the work other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay, supply to the Engineer in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be supplied by contractor shall be in conformity with the specifications laid down or referred to in the contract.
- 2.4.2 The Engineer-in Charge shall have full powers to require removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor other persons to remove the same. The Engineer-in-Charge shall also have the full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor
- 2.5 Any other items not specifically mentioned in the specifications but which are required for erection, testing, commissioning and satisfactory operation of the Distribution Lines are deemed to be included in the scope of the specifications. However, payment of all such extra items (over & above the Material Schedule under the Contract(s)) shall be made separately.

**3.0 TAXES & DUTIES**

- 3.1 In respect of transactions solely between the Owner and the Contractor (for dispatches made from the Contractor's works under the Supply Contract), all taxes shall be on the account of the Contractor.
- 3.2 The prices are firm and inclusive of all taxes and duties up to destination.

#### **4.0 TERMS OF PAYMENT**

The payment to the Contractor for the performance of the contract will be made by the Owner as per Clause 27.5 of Section GCC, Volume-I and as per the guidelines and conditions specified hereunder, all payments made during the Contract will be on on-account payment purpose only.

##### **Advanced Payment:**

**4.1** “Commissioning” for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning, checks and successful completion of all site tests and continuous energizing of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/ approval of the Owner.

##### **4.2 Mode of Payment**

4.2.1 Payments shall be made promptly by the Owner within 30 (thirty) days of 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.

4.2.2 All invoices under the Contract shall be raised by the Contractor on “the Owner” and all payments shall be made to the Contractor by the Owner.

#### **5.0 WORK SCHEDULE**

5.1 The Contractor shall include in his proposal his programme for supplying and erecting the equipments covered under the contract. The programme shall be in the form of a Bar Chart/ PERT Chart identifying key phases in various areas of total work like procurement of raw material/ bought out items/ components, manufacturing, type testing, supply of materials and field activities such as foundation, erection, stringing etc. and testing & commissioning of the Distribution lines.

5.2 The schedule shall be reckoned from the date of issue of Letter of Award. Within 30 (thirty) days of issuance of Letter of Award, Contractor shall submit Bar Chart/ PERT Network conforming to the delivery/ erection dates mentioned in Letter of Award for review and approval. After approval of Bar Chart/ PERT Network, one reproducible with sufficient number of prints as desired by the Owner shall be submitted.

5.3 The provisions of Liquidated Damages leviable in case of delay in completion pursuant to Clause 7.0 below shall become effective after the period mentioned above for successful completion of testing & commissioning.

#### **6.0 CONTRACT PERFORMANCE GUARANTEE**

The Contractor shall be required to furnish to the Owner a Contract Performance Guarantee (CPG) for the value of 5% (five percent) of total Contract Price as per conditions stipulated in Clause 27.0 of Section GCC & GTC, which shall be extended from time to time as may be required under the Contract. The guarantee shall be in the form of Government securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or State Bank of India in accordance with the form annexed hereto.

#### **7.0 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 the materials at site and execute an Indemnity Bond as per proforma at Annexure-VII, Conditions of Contract, volume-1 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 work to the Owner.

**8.0 STORAGE-CUM-ERECTION INSURANCE**

In additional to conditions specified in Clause 31.0 of Section GCC following shall also apply:

- 8.1 All the equipment and materials including spares, if any, being supplied by the Contractor shall be kept completely insured by the Contractor at his cost from time of dispatch from the Contractor's Works/ Sub-Vendor's Works, upto the completion of erection, testing & commissioning at site and taking over of the work by the Owner in accordance with the Contract.
- 8.2 Further all 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. The premium paid to the Insurance Company by the Contractor for such Insurance shall be reimbursed by the Owner to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from the Owner before taking the insurance. The insurable value of the equipment being supplied by the Owner shall be intimated to the Contractor for arranging the insurance.
- 8.3 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 under writers 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.

**9.0 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.

**10.0 SURPLUS MATERIALS**

- 10.1 On completion of the works all such materials supplied by the Owner, if any, 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 materials in accordance with provision of the relevant standard.
- 10.2 The Contractor, within 1 (one) month from the taking over of the equipment/ materials under the package, 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.

**11.0 LATENT DEFECT WARRANTY**

The period of latent defect warranty in terms of clause 11.0, of Section GCC, shall be limited to 10 (ten) years from the date of expiry of Guarantee period.

**12.0 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.

