

## **SECTION - V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the General Conditions of Contract (GCC)

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
1	GCC 1.1(q) and 1.1(z)	<p>Supplementing Sub-Clause GCC 1.1(q) and 1.1(z)</p> <p>Parbati Koldam Transmission Company Limited (“<b>PrKTCL</b>” and/or “<b>Employer</b>” and/or “<b>Owner</b>”), a company registered under the Companies Act, 1956 having its registered office at Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai – 400098, and its corporate office at 5th Floor, FF-1A, JMD Galleria, Sector – 48, Sohna Road, Gurugram – 122018, Haryana has been awarded ISTS transmission scheme for implementation of “Supply and Installation of OPGW on existing 400 kV Koldam – Ludhiana (PG) line which is LILOed at 400 kV Ropar (PSTCL) (150 kms)” (“<b>Project</b>”) approved as Communication Scheme in the 11th meeting of NCT.</p> <p>Where necessary, Employer and Owner shall be used/interpreted interchangeably.</p>									
2	GCC 1.1 (ii) and GCC 24.1	<p><b>Supplementing Clause GCC 1.1(ii) and GCC Clause 24.1</b></p> <p style="text-align: center;"><b>Time for Completion</b></p> <table border="1"> <thead> <tr> <th></th><th>Activities</th><th>Duration in months from the effective date of Contract</th></tr> </thead> <tbody> <tr> <td></td><td style="text-align: center;"><b>Operational Acceptance by the Employer of:</b></td><td></td></tr> <tr> <td><b>Name of the Project</b></td><td>Supply and Installation of OPGW on existing 400 kV Koldam – Ludhiana (PG) line which is LILOed at 400 kV Ropar (PSTCL) (150 kms)</td><td style="text-align: center;"><b>8 (Eight) Months</b></td></tr> </tbody> </table>		Activities	Duration in months from the effective date of Contract		<b>Operational Acceptance by the Employer of:</b>		<b>Name of the Project</b>	Supply and Installation of OPGW on existing 400 kV Koldam – Ludhiana (PG) line which is LILOed at 400 kV Ropar (PSTCL) (150 kms)	<b>8 (Eight) Months</b>
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3	GCC 1.1 (jj)	<p><b>Insert the following after GCC clause 1.1(ii)</b></p> <p>“Approval of the Employer” means the written approval by the Employer of a document, a drawing or other particulars or matters in relation to the contract.</p>									
4	GCC 1.1	<b>Insert the following after GCC clause 1.1(jj)</b>									

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	(kk)	“Project” means Supply and Installation of OPGW on existing 400 kV Koldam – Ludhiana (PG) line which is LILOed at 400 kV Ropar (PSTCL) (150 kms).
5	GCC 2.1.1	<p><b>Replace Sub-Clause GCC 2.1.1 with following:</b></p> <p>2.1.1 The Contracts to be entered into with the successful Bidder shall be as under:</p> <p>(i) First Contract: For Ex works supply of all equipments and materials including Mandatory Spare Parts, Condition Monitoring Instruments and Type Test to be conducted, if required including inland transportation for delivery at site, In-transit insurance and unloading at site (<i>Supply of Goods Contract</i>).</p> <p>(ii) Second Contract: For providing all services i.e., handling of equipments at site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "Supply of Goods Contract", Training to be imparted (whether in India or abroad) and any other services specified in the Contract Documents (Supply of Services Contract). Annual Maintenance (AMC) for 2 years during Defect Liability Period and for 6 years after Defect Liability Period shall be part of Second Contract.</p>
6	GCC 2.9	Deleted as Bids from Joint Venture is not permitted.
7	First Paragraph of GCC 11.3.1	<p><b>Replace First Paragraph of GCC 11.3.1 with the following:</b></p> <p>The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security (“Performance Bank Guarantee”) for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price (including Maintenance charges during Defect Liability Period and AMC charges after Defect Liability Period), with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p>
8	GCC 11.3.1	<p><b>Supplementing Sub-Clause GCC 11.3.1</b></p> <p><b><u>Additional Performance Security(ies)</u></b></p> <p>(i) The Contractor shall within 28 days, after Defect Liability Period, provide Contract Performance Guarantee in the</p>

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		<p>amount equivalent to Two Percent (2%) of the Total Contract Price to cover the Contractor's obligations under Maintenance Period as per the provisions in the Technical Specification, Volume-II, with a validity upto ninety (90) days beyond the AMC Period, as Form 7C of Section – VI: Sample Forms and Procedures.</p> <p>The said security(ies) shall be required to be extended from time to time till ninety (90) days beyond completion period of Annual Maintenance Contract as may be required under the Contract.</p>
9	GCC 11.3.3	<p><b>Supplementing the Clause GCC 11.3.3 with following:</b></p> <p>Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 25.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part.</p> <p>The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 25, is liable for an extended warranty obligation, the performance security shall be reduced to <b>ten percent (10%)</b> of the value of the component covered by the extended warranty.</p> <p>The submission of Performance security (ies) for Contractor's obligations under Maintenance Period shall be a condition precedent for release of performance securities for the due performance of the contract. The securities towards contractor's obligations under the maintenance period shall be returned to the contractor immediately after its expiration.</p>
10	GCC 20.3.3	<p><b>Addition of new Sub-Clause GCC 20.3.3</b></p> <p>20.3.3 Material Acceptance Certificate</p> <p>As soon as the delivery of Plant and Equipment, in the opinion of the Contractor, has been completed as specified in the Technical Specifications, the Contractor shall so notify the Employer in writing alongwith the Undertaking for quality and performance of such Plant and Equipment. The Employer after inspection/physical verification shall notify the Contractor of defects and/or deficiencies, if any. The Contractor shall repair, replace or make good of any</p>

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		defect or of any damage or deficiencies and shall so notify the Employer in writing. The Employer after inspection/physical verification/ repair (as required)/ replacement (as required) shall issue to the Contractor an Material Acceptance Certificate in the form of Materials Receipt Certificate (MRC) verifying the date on which the supply of Plant and Equipment have been completed and accepted. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.
11	GCC 25.10	<p><b>Addition of new Sub-Clause after GCC 25.9</b></p> <p><b>GCC 25.10 Maintenance Period</b></p> <p>The Bidder shall guarantee that the system offered shall meet the availability requirement as specified in Technical Specification in Volume-II commencing from the date of Taking Over/ Completion of Facilities by the Employer/ Owner. The Bidder shall also furnish a declaration in the manner prescribed and included in the relevant schedule of Bid Form &amp; Price Schedules (Volume III of Bidding Documents). In case the actual availability falls short of the above said guaranteed availability under the conditions specified in Technical Specification, Employer shall have rights and remedies specified in the said Clause.</p>
12	GCC 26	Deleted as Functional Guarantees are not applicable
13	GCC 27	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.
14	GCC 36.2.3	<p><b>Supplementing Clause GCC 36.2.3</b></p> <p>Percentage for the Change Proposal under this Clause shall be limited to Fifteen (15) percent.</p>

----- End of Section-V (SCC) -----