

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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>East - North Interconnection Company Limited (“ENICL” and/or “Employer” and/or “Owner”), a company registered under the Companies Act, 1956 having its registered and corporate office at Unit No. 101, First Floor, Windsor, Village Kolkalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai - 400098, has been awarded Communication scheme for implementation of “Supply and Installation of OPGW (48F) along with required accessories for 400 kV D/C Bongaigaon - Alipurduar-Siliguri Transmission Line”(Line Length: 218.78 Km) (“Project”) approved in the 38th 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>Supplementing Clause GCC 1.1(ii) and GCC Clause 24.1</p> <p style="text-align: center;">Time for Completion</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;">Completion of Project:</td><td></td></tr> <tr> <td>Name of the Project</td><td>Supply and Installation of OPGW (48F) along with required accessories for 400 kV D/C Bongaigaon - Alipurduar-Siliguri Transmission Line”(Line Length: 218.78 Km)</td><td style="text-align: center;">22 (Twenty-Two) Months</td></tr> </tbody> </table>		Activities	Duration in months from the effective date of Contract		Completion of Project:		Name of the Project	Supply and Installation of OPGW (48F) along with required accessories for 400 kV D/C Bongaigaon - Alipurduar-Siliguri Transmission Line”(Line Length: 218.78 Km)	22 (Twenty-Two) Months
	Activities	Duration in months from the effective date of Contract									
	Completion of Project:										
Name of the Project	Supply and Installation of OPGW (48F) along with required accessories for 400 kV D/C Bongaigaon - Alipurduar-Siliguri Transmission Line”(Line Length: 218.78 Km)	22 (Twenty-Two) Months									
3	GCC 1.1(jj)	<p>Insert the following after GCC clause 1.1(ii)</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(kk)	<p>Insert the following after GCC clause 1.1(jj)</p> <p>“Project” means Supply and Installation of OPGW (48F) along</p>									

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		with required accessories for 400 kV D/C Bongaigaon - Alipurduar-Siliguri Transmission Line (Line Length: 218.78 Km)
5	GCC 2.1.1	<p>Replace Sub-Clause GCC 2.1.1 with following:</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 equipment 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 equipment at site, installation, Testing and Commissioning including performance testing in respect of all the equipment 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).</p> <p>(iii) Third Contract (AMC Contract): Annual Maintenance Contract for 2 years during Defect Liability Period and for 6 years after Defect Liability Period aggregating to 8 years shall be part of the Third Contract.</p>
6	GCC 2.9	Deleted as Bids from Joint Ventures are not permitted.
7	GCC 11.3.1	<p>Supplementing Sub-Clause GCC 11.3.1</p> <p><u>Additional Performance Security(ies)</u></p> <p>(i) The Contractor shall 15 days before the actual commissioning of the Project, provide Contract Performance Guarantee in the 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 up to ninety (90) days beyond the Maintenance Period (total of 8 years), 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>
8	GCC 11.3.3	Supplementing the Clause GCC 11.3.3 with following:

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defect 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 ten percent (10%) 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>
9	GCC 17.1	<p>Replacement of Clause 17.1</p> <p>The Contract may refer to the Approved Vendor List provided in Annexure-I to SCC. The Contractor shall submit any modification to the list to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Acceptance/rejection of such vendor shall be at sole discretion of the Employer. Further, such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract. Moreover, the Employer reserves the right to add or remove any vendor from the list provided as Annexure-I to SCC.</p>
10	GCC 25.10	<p>Addition of new Sub-Clause after GCC 25.9</p> <p>GCC 25.10 Maintenance Period</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 & 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>

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
11	GCC 26	Deleted as Functional Guarantees are not applicable.
12	GCC 27	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.

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

Annexure-I
Approved Vendor List

Sl. No.	Description of Item	Approved Make
1	OPGW Hardware fittings	Legion Energy Products Limited/Mosdorfer India Private Limited/ Sicame India Connectors
2	OPGW Coiling Bracket	Legion Energy Products Limited/Mosdorfer India Private Limited/ Sicame India Connectors
3	Joint Box	Legion Energy Products Limited/Opterna Technologies Private Limited
4	Approach Cable	Apar Industries Limited /Sterlite
5	FODP	Legion Energy Products Limited/Opterna Technologies Private Limited

----- End of Annexure-I (SCC) -----