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)

<table>
<tr><th>S. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>1</td><td>GCC 1.1(q) and 1.1(z)</td><td>Supplementing Sub-Clause GCC 1.1(q) and 1.1(z)

Ishanagar Power Transmission Limited (“IPTL” and/or “Employer” and/or “Owner”), a company registered under the Companies Act, 2013 having its registered office at Shop No-28A, Ground Floor, Omaxe Square, Jasola, New Delhi- 110025, and its corporate office at Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai – 400098.

Where necessary, Employer and Owner shall be used/interpreted interchangeably.</td></tr>
<tr><td>2</td><td>GCC 1.1 (ii) and GCC 24.1</td><td>Supplementing Clause GCC 1.1(ii) and GCC Clause 24.1

Time for Completion
<table>
<tr><td></td><td>Activities
Operational Acceptance by the Employer of:</td><td>Completion Date from the effective date of Contract</td></tr>
<tr><td>Name of the Project</td><td>Implementation of 1 No. of 400kV line bay at Ishanagar S/s for RE interconnection of 630 MW Barethi Solar Park of M/s. NTPC Renewable Energy Limited</td><td>31.03.2027</td></tr>
</table></td></tr>
<tr><td>3</td><td>GCC 1.1 (jj)</td><td>Insert the following after GCC clause 1.1(ii)

“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.</td></tr>
<tr><td>4</td><td>GCC 1.1 (kk)</td><td>Insert the following after GCC clause 1.1(jj)

“Project” means Design, engineering, supply, testing at manufacturer’s works, transportation, unloading and delivery at site including insurance & storage, associated civil works,</td></tr>
</table>

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		erection, testing and commissioning at site along with all equipment's, fittings, accessories, foundation bolts (if any), Mandatory Spare Parts at Ishanagar Substation on LSTK basis.
5	GCC 2.1.1	**Replace Sub-Clause GCC 2.1.1 with following:** 2.1.1 The Contracts to be entered into with the successful Bidder shall be as under: (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 *(Supply of Goods Contract)*. (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).
6	GCC 2.9	Deleted as Bids from Joint Venture is not permitted.
7	GCC 11.3.3	**Supplementing the Clause GCC 11.3.3 with following:** 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. 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. 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

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		contractor immediately after its expiration.
8	GCC 17.1	**Replacement of Clause 17.1** 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
9	GCC 25.2	**Supplementing Clause 25.2** The Defect Liability Period shall be extended for additional 12 months in line with clause 1.1.2. (B) of Annexure-A(BDS) if the Bidder was technically qualified through criteria defined therein
10	GCC 26	Deleted as Functional Guarantees are not applicable
11	GCC 27	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.

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