

## **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>Parbati Koldam Transmission Company Limited (“<b>PKTCL</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 Communication scheme for implementation of “Supply and installation of 24 Fiber OPGW on PKTCL lines for providing redundant communication for Parbati Pooling (Banala) (PG) S/s, Parbati-II (NHPC) &amp; Parbati-III” (“<b>Project</b>”) approved in the 20th 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"> <tr> <th></th><th>Activities</th><th>Duration in months from the effective date of Contract</th></tr> <tr> <td></td><td style="text-align: center;"><b>Commissioning:</b></td><td></td></tr> <tr> <td><b>Name of the Project</b></td><td>Supply and installation of 24 Fiber OPGW on PKTCL lines for providing redundant communication for Parbati Pooling (Banala) (PG) S/s, Parbati-II (NHPC) &amp; Parbati-III (NHPC) stations</td><td style="text-align: center;"><b>08 (Eight) Months</b></td></tr> </table>		Activities	Duration in months from the effective date of Contract		<b>Commissioning:</b>		<b>Name of the Project</b>	Supply and installation of 24 Fiber OPGW on PKTCL lines for providing redundant communication for Parbati Pooling (Banala) (PG) S/s, Parbati-II (NHPC) & Parbati-III (NHPC) stations	<b>08 (Eight) Months</b>
	Activities	Duration in months from the effective date of Contract									
	<b>Commissioning:</b>										
<b>Name of the Project</b>	Supply and installation of 24 Fiber OPGW on PKTCL lines for providing redundant communication for Parbati Pooling (Banala) (PG) S/s, Parbati-II (NHPC) & Parbati-III (NHPC) stations	<b>08 (Eight) Months</b>									
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	<p><b>Insert the following after GCC clause 1.1(jj)</b></p>									

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
	(kk)	“Project” means Supply and installation of 24 Fiber OPGW on PKTCL lines for providing redundant communication for Parbati Pooling (Banala) (PG) S/s, Parbati-II (NHPC) & Parbati-III (NHPC) stations.
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).</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 Venture is not permitted.
7	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 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 upto 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</p>

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Maintenance Contract as may be required under the Contract.
8	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 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 <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>
9	GCC 17.1	<p><b>Replacement of Clause 17.1</b></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 24.3	<p><b>Addition of new Sub-Clause after GCC 24.2</b></p> <p><b>24.3 Milestone Liquidated Damages</b></p> <p>24.3.1 During the course of the Project, if Contractor lags behind the approved time-schedule and ends up slipping/ missing critical milestones as below defined, then Contractor shall be levied an intermediary liquidated damages with a clawback provision at the rate of 1% of the Contract Value, for each of the milestone ("Interim LD").</p> <p>(i). Milestone I:-Completion of Design &amp; Engineering in all</p>

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>aspect to execute the Project : 0-2 months</p> <p>(ii). Milestone II:- Supply of items mentioned in the Bid Price Schedule to the satisfaction of the Employer : 1-4 months</p> <p>(iii). Milestone III:- Completion of the Installation Services to the satisfaction of the Employer (including testing &amp; commissioning): 4-8 months</p> <p>24.3.2 Above damages shall be recovered from the running bills of the Contractor and shall be held by the Employer/Owner in reserve till final reconciliation of the Liquidated Damages.</p> <p>24.3.3 In the event, Contractor recovers its delays and achieves all subsequent milestones as per agreed time-schedule, then damages recovered under Clause 24.3.2 shall be refunded to the Contractor during next milestone payment.</p> <p>24.3.4 In the event, Contractor ends up missing all critical milestones defined in Clause 24.3.1, but recovers its delays and achieves the Operational Acceptance as per agreed time-schedule, then total Interim LD recovered against each milestone shall be refunded to the Contractor without any deductions in the final bill of the Contractor</p> <p>24.3.5 However, If Contractor happens to delay the Operational Acceptance by its stipulated timeline, then provisions of Clause 24.2 shall apply, and damages recovered under Clause 24.3.2 shall be adjusted in the final Liquidated Damages payable by the Contractor to the Owner. For the avoidance of doubt, damages payable under Clause 24.2 and 24.3 shall not be additive and maximum liability shall remain as specified in Clause 24.2.</p>
11	GCC 25.2	<p><b>Supplementing Clause 25.2</b></p> <p>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.</p>
12	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</p>

S. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		the above said guaranteed availability under the conditions specified in Technical Specification, Employer shall have rights and remedies specified in the said Clause.
13	GCC 26	Deleted as Functional Guarantees are not applicable.
14	GCC 27	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.

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

**Annexure-I**  
**Approved Vendor List**

S.No.	Description of Item	Approved Make for 400kV
1	OPGW Hardware	MOSDOFER / LEGION / TAG
2	OPGW cable	APAR / ADVAIT
3	Joint Box	LEGION

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