

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)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
1.	GCC 1.1(o)	<p>Supplementing Sub-Clause GCC 1.1(o)</p> <p>The Employer is: Northern Regional Load despatch Centre Power System Operation Corporation Limited (A wholly owned subsidiary of POWERGRID), 18-A,SJSS Marg Katwaria Sarai, New Delhi 110016.INDIA</p> <p>Kind Attn.: Chief Manager (C&M)/Manager (C&M), Northern Regional Load despatch Centre Power System Operation Corporation Limited, 18-A,SJSS Marg Katwariasarai, New Delhi 110016.INDIA</p> <p>Telephone Nos.:- (Direct) 0091-(0)11-26515943 (Thru Board) 0091-(0)11-26854861,26854015 Extn. 114/129 Mobile 0091-(0) 9999039321 Fax Nos.:- 0091-(0)11-26852747, 26968280</p>						
2.	GCC 1.1(w)	<p>Supplementing Sub-Clause GCC 1.1(w)</p> <p>The Owner is: Northern Regional Load despatch Centre Power System Operation Corporation Limited (A wholly owned subsidiary of POWERGRID), 18-A,SJSS Marg Katwariasarai, New Delhi 110016.INDIA</p> <p>Kind Attn.: Chief Manager (C&M)/Manager (C&M), Northern Regional Load despatch Centre Power System Operation Corporation Limited, 18-A,SJSS Marg Katwariasarai, New Delhi 110016.INDIA</p> <p>Telephone Nos.:- (Direct) 0091-(0)11-26515943 (Thru Board) 0091-(0)11-26854861,26854015 Extn. 114/129 Mobile 0091-(0) 9999039321 Fax Nos.:- 0091-(0)11-26852747, 26968280</p>						
3.	GCC 1.1 (ee)	<p>Supplementing Sub-Clause GCC 1.1(ee)</p> <p>Time for Completion:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Activities</th> <th style="text-align: center;">Duration in months from the effective date of Contract</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl. No.	Activities	Duration in months from the effective date of Contract			
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		1.	<p data-bbox="582 273 1085 347">Taking Over by the Employer upon successful Completion of:</p> <p data-bbox="582 369 1085 517">Phase-II of PMU Pilot Project of Northern Region, Specification No NRLDC/C&M/SL-II/PMU-Pilot/2011-12/591</p> <p data-bbox="1197 369 1308 414">06 (Six)</p>
4.	GCC 2.1	<p data-bbox="494 533 1292 571">Addition of following new Sub-Clauses after GCC 2.1</p> <p data-bbox="494 593 1404 660">GCC 2.1.1 The Contracts to be entered into with the successful Bidder shall be as under :</p> <ul data-bbox="694 694 1404 1444" style="list-style-type: none"> - First Contract: For Ex-Works supply of all equipment and materials (whether in India or abroad) including mandatory spares and Type Test to be conducted (whether in India or abroad) (Ex-Works Supply Contract) - Second Contract: For providing all services i.e. port handling and custom clearance of imported goods and loading, inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the "First Contract", Training to be imparted (whether in India or abroad), Maintenance of the equipment and any other services specified in the Contract Documents (Services Contract). <p data-bbox="494 1478 1404 1814">GCC 2.1.2 The award of two separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the facilities as per Specification and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor.</p> <p data-bbox="494 1848 1404 2004">GCC 2.1.3 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.</p>	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p data-bbox="496 271 1406 495">GCC 2.1.4 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.</p> <p data-bbox="496 528 1406 719">GCC 2.1.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least Twenty (20) true copies of Contract Agreement within fifteen (15) days after signing of the Contract.</p>
5.	GCC 3.3	<p data-bbox="496 748 938 781">Replacing Sub-Clause GCC 3.3</p> <p data-bbox="496 815 1406 1503">The supply of identified Spare Parts under Maintenance Services (AMC) shall be included in the Contract. Beside the aforesaid Spare parts identified under Maintenance Services, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities by the Employer for a minimum period of Eight (8) years beyond AMC period. For the period, if any, up to 8 years beyond AMC period, Contractor shall ensure that functionally equivalent hardware is available which is compatible with all software delivered with the system. If Employer chooses to purchase from the Contractor said functionally equivalent hardware, any software modifications necessary to maintain complete functional compatibility with all software delivered by Contractor shall be made at no cost to Employer. In the event, the modified software is not found compatible with functionally equivalent hardware, the contractor shall make suitable corrections to this modified software and install this corrected software at no cost to Employer.</p> <p data-bbox="496 1536 1406 1749">If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.</p>
6.	GCC 6.6	<p data-bbox="496 1762 874 1796">Replacing Sub-Clause 6.6</p> <p data-bbox="496 1830 1406 1973">The Employer shall be responsible for the continued operation of the Facilities after Taking Over, in accordance with GCC Sub-Clause 20.1.5. However, the bidder shall be responsible for Maintenance thereafter in accordance with the provisions of TS.</p>
7.	GCC 9.3.1	<p data-bbox="496 1980 1002 2013">Replace the Sub-Clause GCC 9.3.1</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>9.3.1 The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price (including 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> <p>Apart from the Contractor's performance security, the Contractor shall arrange to provide additional Performance Security(ies), if applicable, as per Clause no. 4 of Joint Deed of Undertaking mentioned at Sl. No. 19 of Section - VI : Sample Forms and Procedures, within twenty-eight (28) days of the notification of award in favour of the Employer in the form acceptable to the Employer. The said security(ies) shall be required to be extended time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p> <p>Further, the contractor shall within Twenty Eight(28) days after the Defect Liability Period, provide a Contract Performance Guarantee in the amount equivalent to Two percent (2%) of the Contract Price to cover the Contractor's obligation under Maintenance Period as per the provisions in the TS, Vol-II.</p>
7.	GCC 9.3.3	<p>Supplementing the clause GCC 9.3.3</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 security towards contractor's obligations under maintenance period shall be returns to the contractors immediately after its expiration.</p>
8.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable
9.	GCC 20.2.2.1 (II)	Delete Clause GCC 20.2.2.1 (II) as Functional Guarantees are not applicable
10.	GCC 22.10	<p>Addition of new Sub-Clause after GCC 22.9</p> <p>GCC 22.10 Maintenance Support and System Availability, Part-A, Section-IV.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The bidder shall guarantee that the system offered shall meet the availability requirement as specified in the Technical Specification commencing from the date of Taking Over/Completion of Facilities by the Employer. In case the actual availability falls short of the above said guaranteed availability under the conditions specified in Technical Specifications, Employer shall have rights and remedies specified in the said clause.
11.	GCC 23	Deleted as Functional Guarantees are not applicable
12.	GCC 24.1	<p>Supplementing Clause GCC 24.1</p> <p>Bidder shall confirm the guaranteed performance or efficiency of the equipment in response to the Technical Specifications.</p>
13.	GCC 33.2.3	<p>Supplementing Clause GCC 33.2.3</p> <p>Percentage for the Change Proposal under this Clause shall be limited to Twenty (20) percent of the Contract Price.</p>

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