SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

"Procurement of Circuit Breaker Operation Analyzer with DCRM kit for GIS Chamba, Banala, Hamirpur in POWERGRID and GIS Kala Amb (PKATL) for NR-II Region of POWERGRID"

Package No.: N2JM/C&M/MM/27(19)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data 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.	General	**Addition/ Deletion / Substitutions to the different section of the Bidding Documents** - The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning. - The words 'Bidding Documents' or 'NIT Documents' shall have the same meaning as the words 'Tender Documents'. These words / expressions have been used interchangeably and shall carry the same meaning. - The word 'Bidder' shall have the same meaning as the word 'Tenderer'. These words have been used interchangeably and shall carry the same meaning. - The word 'Notice Inviting Tender' shall have the same meaning as the word 'Invitation for Bids'. These works have been used interchangeably and shall carry the same meaning. - The word 'Project Manager' shall have the same meaning as the word 'Engineer-in-Charge'. These works have been used interchangeably and shall carry the same meaning. - **The provision relating to Joint Venture/ Bids from Joint Venture appearing in the bidding Documents stand deleted as Joint Venture Bid is not applicable for subject package.**
2.	GCC 1.1 (t) & (w)	**Supplementing GCC Clause 1.1 (t) & (w) with the following:** The Owner/ Purchaser for Circuit Breaker Operation Analyzer with DCRM kit for GIS Chamba, Banala, Hamirpur in POWERGRID is: **Power Grid Corporation of India Limited** **Northern Region Transmission System-II,** **Regional Head Quarters, Grid Bhawan,** **OB-26, Rail Head Complex, Jammu-180012 (J&K)** The Owner/ Purchaser for Circuit Breaker Operation Analyzer with DCRM kit for POWERGRID **Kala Amb Transmission Limited (PKATL) GIS SS Kala Amb** is: **POWERGRID Kala Amb Transmission Limited** **400/220kV Kala Amb GIS substation.** **Village Meerpur Kotla, PO Trilokpur,** **Tehsil Nahan, Distt: Sirmaur-173030 (HP)** **POWERGRID Kala Amb Transmission Limited (PKATL) is 100% owned subsidiary of POWERGRID in Himachal Pradesh**

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
3.	GCC 1.1 (x); GCC 3.1; GCC 13.2.4; GCC 18;	**Supplementing GCC Clause 1.1 (x), GCC 3.1, GCC 13.2.4, GCC 18 with the following:** **Supervision of Erection, Testing & Commissioning:** Testing and commissioning of the test kits at site will be in the scope of the supplier except the civil works, if any.
4.	GCC 2.14	**Replacing GCC Clause 2.14 (Governing Law & its Jurisdiction) with the following:** **Governing Law & its Jurisdiction** The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of **Jammu** shall have exclusive jurisdiction in all maters arising under this Contract.
5.	GCC 3.	**To be read in Conjunction with GCC Clause 3.** **SCOPE OF WORK:** The scope briefly includes **Supply and testing & commissioning of the Circuit Breaker Operation Analyzer with DCRM kit for GIS Chamba, Banala, Hamirpur in POWERGRID and GIS Kala Amb (PKATL) for NR-II Region of Power Grid** as per consignee details, Bill of Quantities (BOQ) and Technical Specifications (TS). The Kit and its accessories covered under this package shall be supplied complete in all respects, including all components, fittings and accessories that are necessary for efficient performance and satisfactory maintenance under the various operating and atmospheric conditions. Documents/ booklets/ Manuals/ Technical data and any other relevant information pertaining to the equipment / materials under the scope of supply shall be submitted by the supplier at the time of delivery to the relevant consignee.
6.	GCC 1.1(k) & GCC 4.1	**Supplementing GCC Clause 1.1 (k) and GCC 4.1 with the following:** **Delivery Schedule (Completion Period):** The complete work as covered under the scope shall be completed in all respects within **04 (four) months** from the date of issue of Notification of Award. **Time Schedule/ Delivery Schedule for Completion is the essence of Contract.**
7.	Additional Clause **4.2**	**Supplementing GCC Clause 4. with the following:** **4.2 CONSIGNEE cum ENGINEER-IN-CHARGE:** **As per Attachment: Annexure - CON.**
8.	GCC 7.1	**Replacing GCC Clause 7.1 with the following:** The Contract Price shall be as mentioned in the Award and shall be on **F.O.R.** destination delivery at site basis.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
9.	GCC 7.2	**Replacing GCC Clause 7.2 with the following:** The price components shall be **FIRM** throughout the currency of the contract and no Price Adjustment shall be applicable under any circumstances
10.	GCC 8.1	**Replacing GCC Clause 8.1 with the following:** **TERMS OF PAYMENT:** **100% (Hundred Percent)** payment for the supply portion including applicable taxes & duties shall be released on submission of relevant invoices through each Engineer-in-Charge to their respective F&A department at respective locations, within 15 days of supply and delivery in good condition and upon submission of the following documents: i) Detailed GST Invoice showing NOA Ref. No., Goods, Description, Quantity, Unit Price, and Total Amount; ii) Prior Acknowledgement of NOA; iii) Prior submission of CPG; iv) Evidence of dispatch (R/R, L/R or E-way bill/Delivery Challan alongwith Packing List etc.); v) Issuance of Material Receipt Certificate (MRC)/ Store Receipt Voucher (SRV); vi) Valid Calibration/Factory/Manufacturer's Test Certificate for each instrument; vii) Joint inspection/commissioning/Taking over certificate issued by respective sites; viii) Signing of Contract Agreement (in case the contract price is more than or equal to Indian Rupees 2.5 million). Freight and Insurance charges shall be paid to the supplier, on the receiving of material at site, as per the unit rates indicated in the contract agreement and on presentation of invoices along with supporting documents by the supplier. However, these charges will be subject to a limitation that the aggregate of all the invoices does not exceed the total amount indicated in the contract agreement. Income tax and all other statutory deductions, as may be applicable, shall be deducted at source. No advance payment shall be admissible under any circumstances whatsoever. CPG shall be submitted to POWERGRID Jammu Office within 30 days of placement of NOA. Submission of Acknowledged duplicate copy of NOA, submission of CPG and submission and signing of Contract Agreement shall be pre-requisite for release of payments. **Bills:** GST Invoices in duplicate indicating award letter no. and date shall be raised in favour of **Engineer-in-Charge** for verification & processing of payments.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Payment procedures: The purchaser shall make payments promptly within **Thirty (30) days** of the submission of an invoice/claim by the supplier, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payments shall be released directly to the supplier through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.
11.	Additional Clause **8.3**	**Supplementing GCC 8. with the following:** **PAYING AUTHORITY for CHAMBA, BANALA, HAMIRPUR AND GIS KALA AMB (PKATL) shall be:** **Head of Panchkula Finance office** shall be the Paying Authority. Respective Engineer-in-Charge will verify the bills and forward to **Head of Panchkula Finance office** for release of payment, subject to deductions which include statutory deductions and any deductions made by site**.**
12.	Additional Clause **8.4**	**Supplementing GCC 8. with the following:** **Bill Tracking System:** Prior to submission of bills in physical form, the Supplier shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Supplier may also track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Supplier is required to get it-self registered once online at POWERGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Supplier may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below: a) Once registered, the Supplier can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password. b) After login as at (a) above, Supplier is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Supplier will receive an automated e-mail forwarding the unique BTS number. c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Supplier. d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Supplier intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Supplier by POWERGRID, which can be viewed under the tab "Invoice Returned".

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>e) The day the payment is made, a mail stating the “Bill number, net payment amount and details of the bank from where the payment has been made” will be sent to the Supplier.

f) The status of Bill submitted by the Supplier can be checked through the BTS number under tab “Invoice Submitted”.</td></tr>
<tr><td>13.</td><td>GCC 9.2</td><td>Advance Payment Security: Not applicable</td></tr>
<tr><td>14.</td><td>GCC 9.3.1</td><td>Supplementing sub-clause GCC 9.3.1 as following:

Additional Performance Guarantee is not applicable to this package.

The ‘Defect Liability Period’ shall be read as ‘Guarantee/Warranty Period’.</td></tr>
<tr><td>15.</td><td>GCC 9.3.2</td><td>Replace Sub-Clause GCC 9.3.2

The performance security shall, at the supplier’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Purchaser/Owner as stipulated in SCC in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.

Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergridindia.com. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:

<table>
<tr><td>Payment Category</td><td>Performance Security</td></tr>
<tr><td>Sub-category</td><td>Performance Security Payment–NR-II</td></tr>
<tr><td>Name of Depositor</td><td>Name of the Supplier/Collaborator/Tower manufacturer/Licensor etc.</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the Supplier Collaborator/Tower manufacturer/ Licensor etc., if existing</td></tr>
<tr><td>Payment Remarks</td><td>Performance Security for ……. [enter the name of the contract and last four digits of the CA number]</td></tr>
</table>

The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted by the Supplier. The online payment facility shall be for payment in Indian Rupees only.</td></tr>
<tr><td>16.</td><td>GCC 9.3.4</td><td>Supplementing GCC 9.3.4 with the following:

For this package bids from Joint Venture is not permitted.</td></tr>
<tr><td>17.</td><td>Additional Clause 9.3.5</td><td>Adding New Sub-Clause GCC 9.3.5

No interest shall be payable by the Purchaser/Owner on the performance security.</td></tr>
</table>

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>18.</td><td>Additional Clause 9.3.6</td><td>Adding New Sub-Clause GCC 9.3.6

During execution of contract the Supplier, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Purchaser/Owner of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</td></tr>
<tr><td>19.</td><td>GCC 9.4 (b) & GCC 9.4 (c)</td><td>Supplementing Sub-Clause GCC 9.4(b) & GCC 9.4(c):

List of Eligible Scheduled Commercial Private Indian Banks:
1. Axis Bank Limited
2. Development Credit Bank Limited
3. Federal Bank Limited
4. HDFC Bank Limited
5. IndusInd Bank Limited
6. ING Vysya Bank Limited
7. Karnataka Bank Limited
8. Karur Vysya Bank Limited
9. Kotak Mahindra Bank Limited
10. Ratnakar Bank Limited
11. South Indian Bank Limited
12. Yes Bank Limited
13. ICICI Bank Limited</td></tr>
<tr><td>20.</td><td>GCC 9.4</td><td>Supplementing GCC Clause 9.4 with the following

The contractor has the option to submit BG (towards Performance Security) using SFMS Platform.

The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

<table><tr><th>Name of the Bank and Address</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr><tr><td>ICICI Bank Limited, Near Fowara Chowk, Greater Kailash, Jammu-180011</td><td>ICIC0003406</td><td>340605000290</td></tr></table>
In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.</td></tr>
</table>

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
21.	GCC 16.3.1	**Following clause shall replace GCC Clause 16.3.1:** The drawings & documents as applicable if any for completing the scope of work shall be submitted for prior approval of Purchaser.
22.	GCC 19	**Supplementing GCC Clause 19 with the following:** The offered instrument /equipment shall be inspected after receipt at site by joint representatives of POWERGRID and supplier as per Technical Specifications (TS).
23.	**Additional clause 20.4.3**	**Adding New Sub-Clause GCC 20.4.3:** Such certificates shall not unreasonably be withheld nor will the engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment.
24.	GCC 22.	**Supplementing GCC 22. with the following**: The 'Defect Liability Period' shall be read as 'Guarantee/Warranty Period'.
25.	GCC 22.1	**Replacing GCC Clause 22.1 with the following:** **GUARANTEE/WARRANTY:** The units offered should be covered under Guarantee/Warranty in the manner specified in TS (Technical Specifications) for **01 (One) year** from the date of successful & complete commissioning at POWERGRID substation. All the materials, including accessories, cables, laptops etc. are to be covered under warranty/guarantee period. If the kit needs to be shifted to supplier's works for repairs within warranty/guarantee period, suppliers will have to bear the cost of spares, software's, transportation of kit for repair at test lab/works.
26.	GCC 23.1	**Supplementing GCC Clause 23.1 with the following:** **Bidder shall confirm the guaranteed performance and/or efficiency of the Circuit Breaker Operation Analyzer with DCRM kit in response to the Technical Specifications.**
27.	GCC 31.3	**Following clause shall replace GCC Clause 31.3** **CHANGE OF QUANTITY:** The Purchaser, in addition to situation described in Clause 31.1 above, reserves the right to increase or decrease the quantity of Goods & Related Services specified to the extent of **twenty five (25) percent** of the Contract Price as originally set forth in Notification of Award (NOA) **or up to one (1) Set test kit as per BOQ**, without any change in unit price or other terms and conditions during the execution of the Contract. However, the quantities of individual items and services may vary upto any extent.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		In case, Quantity is increased, the rate applicable for nearest sub-station and within the same state shall be considered as applicable to the items being procured under quantity variation.
28.	GCC 31.5	**Following clause shall replace GCC Clause 31.5** **CHANGE OF QUANTITY:** If the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 31 would be to increase or decrease the Contract Price as originally set forth in Notification of Award (NOA) by more than **twenty five (25) percent**, the Supplier may give a written notice of objection thereto within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. If the Purchaser accepts the Supplier's objection, the Purchaser and the Supplier shall agree on specific rates for valuation of the Change.
29.	GCC 36.4	**The last line of GCC 36.4 is replaced with the following:** **The venue of arbitration shall be Jammu.**

----- End of Section- SCC ----