

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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The following bid specific data for the Goods and Related Services 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 (k)	<p>Supplementing Sub-Clause GCC 1.1(k)</p> <p>Delivery Schedule:</p> <p>The delivery schedule (i.e., Receipt at Site) for the Goods and Related Services to be supplied under the subject package shall be as per following:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Activities</th> <th>Duration in months from the effective date of Contract Completion</th> </tr> </thead> <tbody> <tr> <td></td> <td>Delivery of Goods by the Supplier at final destination site for:</td> <td></td> </tr> <tr> <td>1.</td> <td>Supply of Heavy-Duty Industrial Trailer of 350 MT Load Capacity</td> <td>Nine(9) Months</td> </tr> </tbody> </table>	Sl. No.	Activities	Duration in months from the effective date of Contract Completion		Delivery of Goods by the Supplier at final destination site for:		1.	Supply of Heavy-Duty Industrial Trailer of 350 MT Load Capacity	Nine(9) Months
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1.	Supply of Heavy-Duty Industrial Trailer of 350 MT Load Capacity	Nine(9) Months									
2.	GCC 1.1(t)	<p>Supplementing Sub-Clause GCC 1.1(t)</p> <p>The Owner is:</p> <p>National High Power Test Laboratory Private Limited with its Head Office at POWERGRID COMPLEX, 765/400kV SUB-STATION, KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.</p> <p>Manager (C&M), Mobile: 7838541909 E-Mail: soumyadeep.bhattacharya@nhptl.com</p>									
3.	GCC 1.1(w)	<p>Supplementing Sub-Clause GCC 1.1(w)</p> <p>The Purchaser is:</p> <p>National High Power Test Laboratory Private Limited with its Head Office at POWERGRID COMPLEX, 765/400kV SUB-STATION, KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.</p>									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Manager (C&M), Mobile: 7838541909 E-Mail: soumyadeep.bhattacharya@nhptl.com
4.	GCC 2.9	Deleted as Not Applicable
5.	GCC 4.2	Add new sub clause GCC 4.2: Time Schedule/ Delivery Schedule for Completion is the essence of Contract.
6.	GCC 9.2.2	Replace GCC 9.2.2 in SCC with the following: The Advance Payment Security shall not be allowed to be reduced and shall be released after the specified period i.e. 90 Days after completion of supply at NHPTL site.
7.	GCC 9.3.1.1	Replace GCC 9.3.1.1 in SCC with the following: The performance security (ies) for which the validity as per GCC Clause 9.3.1 is required to be kept valid upto three(3) months or 90 days after end of Warrantee/Guarantee period/Defect Liability Period. The Warrantee/Guarantee period/Defect Liability Period under the contract shall be Three (03) years (Thirty-Six months from the date of taking over by NHPTL). In case Warrantee/Guarantee period/Defect Liability Period is extended, the contractor will be required to extend the validity of the performance security by the same period failing which the said performance security shall be forfeited by the Owner.
8.	GCC 9.3.1.2	If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Owner, following shall also be applicable: d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award , the Owner, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Supplier as non-responsive in line with ITB 13.6 and/or may terminate the Contract forthwith pursuant to GCC Clause 33.
9.	GCC 9.3.2	Replace Sub-Clause GCC 9.3.2 with following: 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 Owner as stipulated in SCC or in the Form of unconditional Bank Guarantee

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
		<p>attached hereto in the Section V - Sample Forms and Procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of NHPTL, the same can be submitted as online payment in NHPTL Bank Account as per details as follows:</p> <table border="1" data-bbox="492 478 1468 852"> <thead> <tr> <th data-bbox="492 478 808 512">Payment Category</th> <th data-bbox="808 478 1468 512">Performance Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="492 512 808 583">Name of Owner</td> <td data-bbox="808 512 1468 583">National High Power Test Laboratory Private Limited, Bina, M.P.</td> </tr> <tr> <td data-bbox="492 583 808 739">Name of Bank & Branch.</td> <td data-bbox="808 583 1468 739">ICICI Bank Limited, Shastri Ward, Bina, Sagar, Madhya Pradesh - 470113</td> </tr> <tr> <td data-bbox="492 739 808 810">NHPTL Current A/c No.</td> <td data-bbox="808 739 1468 810">186105001549</td> </tr> <tr> <td data-bbox="492 810 808 852">IFSC Code</td> <td data-bbox="808 810 1468 852">ICIC0001861</td> </tr> </tbody> </table> <p>The copy of 'Online Payment Acknowledgement' generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.</p> <p>Note: The above account details can be used for the issuance of Bank Guarantee using SFMS Platform.</p> <p>In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of _____ Bank, the applicant has to provide a unique identifier of NHPTL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field _____ of the _____ while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of NHPTL is _____.</p> <p>In addition to the above, the Bank Guarantee (Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.</p>	Payment Category	Performance Security	Name of Owner	National High Power Test Laboratory Private Limited, Bina, M.P.	Name of Bank & Branch.	ICICI Bank Limited, Shastri Ward, Bina, Sagar, Madhya Pradesh - 470113	NHPTL Current A/c No.	186105001549	IFSC Code	ICIC0001861
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IFSC Code	ICIC0001861											
10.	GCC 9.3.5	<p>Add new sub Clause GCC 9.3.5</p> <p>No interest shall be payable by the Owner on the performance Security.</p>										
11.	GCC 9.3.6	<p>Add new sub Clause GCC 9.3.6</p> <p>During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment to NHPTL, 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 Owner of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the</p>										

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		issuing Bank, the said amount shall be refunded.						
12.	GCC 9.4(b)	<p>Replace sub Clause GCC 9.4(b) with the following</p> <p>a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p>						
13.	GCC 9.4(c)	<p>Replace sub Clause GCC 9.4(c) with the following</p> <p>by a foreign bank or a subsidiary of a foreign bank, acceptable to the Owner, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.</p>						
14.	GCC 9.4	<p>Supplementing GCC Clause 9.4 with the following</p> <p>The Supplier has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform.</p> <p>The Account details of NHPTL for the purpose of Bank Guarantee (towards Advance Payment Security and Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="492 1199 1490 1444"> <thead> <tr> <th data-bbox="492 1199 979 1276">Name of the Bank and Address</th> <th data-bbox="979 1199 1222 1276">IFSC Code</th> <th data-bbox="1222 1199 1490 1276">NHPTL Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="492 1276 979 1444">ICICI Bank Limited, Shastri Ward, Bina, Sagar, Madhya Pradesh - 470113</td> <td data-bbox="979 1276 1222 1444">ICIC0001861</td> <td data-bbox="1222 1276 1490 1444">186105001549</td> </tr> </tbody> </table> <p><i>Note: The above account details can be used for the issuance of Bank Guarantee using SFMS Platform.</i></p> <p>In case of Bank Guarantee (towards Advance Payment Security and Performance Security) verification through SFMS facility of _____ Bank, the applicant has to provide a unique identifier of NHPTL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field _____ of the _____ while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of NHPTL is _____</p>	Name of the Bank and Address	IFSC Code	NHPTL Current A/c No.	ICICI Bank Limited, Shastri Ward, Bina, Sagar, Madhya Pradesh - 470113	ICIC0001861	186105001549
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		In addition to the above, the Bank Guarantee (towards Advance Payment Security and Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.
15.	GCC 10.4	<p>Replacing 4th para of Clause GCC 10.4 with the following:</p> <p>It is the Owner's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit Insurance, loading and unloading, by the Supplier to the Owner, GST is not payable. The Supplier is, however, advised to check the position from their own sources. If payable, the same shall be to the Supplier's account and Owner shall not reimburse any GST on this account.</p>
16.	GCC 15.1	<p>Supplementing GCC 15.1 with the following:</p> <p>Further, the Supplier shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 2.1. In case of finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The Contractor will seek approval from NHPTL for such sub-contractors /suppliers before purchase of items for assembly of finished product.</p>
17.	GCC 20.2	<p>Supplementing GCC 20.2 with the following:</p> <p>The Supplier shall be required to deploy its representative, at the time of assembly and demonstration/training of the supplied Equipment/Goods at site.</p>
18.	GCC 20.3	<p>Replacing GCC 20.3 with the following:</p> <p>The expected assembly of equipment and demonstration/training and handing over of the equipment is within the Delivery Schedule of the contract.</p>
19.	GCC 20.4.1	<p>Replacing GCC 20.4.1 with the following:</p> <p>Upon reaching of equipment at site, successful Assembly and demonstration/training of equipment at site, the Project Manager shall within twenty-one (21) days issue an Taking Over Certificate as a proof of the final acceptance of the Goods. Such certificate shall not relieve the Supplier of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.</p>

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20.	GCC 21.1, 21.2, 21.3	<p>Replace Clause GCC 21.1, 21.2, 21.3 with the following</p> <p>21.1 The Supplier guarantees that it shall attain delivery of Goods (or a part for which a separate time schedule is specified in the SCC) at final destination site with the time specified in the SCC pursuant to GCC Clause 4, or within such extended time to which the Supplier shall be entitled under GCC Clause 31 hereof.</p> <p>21.2 If the Supplier fails to comply with the Delivery Schedule in accordance with Clause GCC 21 for the goods, then the Supplier shall pay to the Owner a sum equivalent to 0.5% (zero point five percent) of the Contract Price of Goods or the Services as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract, for each week or part thereof for the delay until actual delivery or performance subject to the limit of five percent (5%) of Contract Price.</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Owner for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.</p> <p>The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p> <p>21.3 No bonus will be given for earlier completion of the delivery of Goods.</p>
21.	GCC 22.1	<p>Replacing Sub-Clause GCC 22.1</p> <p>The Defect Liability period for the supplies made under the contract shall be kept as 36 (Thirty-Six) Months from date of taking over of the equipment at NHPTL, BINA.</p> <p>The successful completion of Delivery under the contract shall be considered only after receipt of all Goods, assembly of the equipment and successful training/demonstration of equipment at site.</p>
22.	GCC 22.7	<p>Replacing GCC 22.7 with the following:</p> <p>At the end of the Defect Liability Period, the Supplier's Liability ceases except for latent defects. The Supplier's liability for latent defects</p>

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		warranty shall be limited to period of Five (5) years including Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 22.
23.	GCC 36.6	<p>Replace GCC 36.6 as follows:</p> <p>Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Owner and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.</p>

----- End of Section-IV (SCC) -----