

<b>Amravati Power Transmission Company Ltd.</b>	<b>SCC</b>	<b>BID DOCUMENTS</b>
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# **AMRAVATI POWER TRANSMISSION COMPANY LIMITED**

## **PART B**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

<b>NIT: APTCL/400 KV TL/ERS/NIT/16-17/01</b>	<b>BID DOCUMENTS: Emergency Restoration System</b>	<b>Page 1 of 5</b>
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The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract / Instructions to Bidders/Technical Specifications.

All capitalized words and expressions used in this SCC but not defined herein shall have the same meaning as ascribed to them in the General Conditions of Contract.

## **1.0 INTERPRETATIONS**

- 1.1 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.2 The terms include and including shall be deemed to be followed by the words 'without limitation' whether or not so followed.

## **2.0 Scope of Work**

- 2.1 The scope shall cover the design, engineering, fabrication, testing at manufacturer's works, packing and forwarding for supply on Ex-works basis, inland transportation and transit insurance for Emergency Restoration system associated with evacuation of 5X270 MW Amravati Thermal Power Project.
- 2.2 The detailed scope of Work shall be as described in Technical Specification. The scope of Work shall also include the other related works although they may not be specifically mentioned in the Contract Documents but reasonably implied and necessary for the completion of the work as a whole or as desired and as directed by the Owner, unless specifically excluded.

## **3.0 TIME FOR COMPLETION**

- 3.1 Time is the essence of the Contract and the Contractor shall commence work on the Facilities from the Effective Date of Contract.

The total completion period for the package is Six (6) months from the Effective Date.

## **4.0 PRICE ESCALATION**

The prices for execution of the entire scope of work / supplies shall remain **firm** for the entire duration of the Contract. The prices mentioned in this Contract shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of Contract.

## **5.0 LIQUIDATED DAMAGES (LD)**

- 5.1 Items/Equipments will be deemed to have been delivered only when all the components and parts are also delivered including spare parts and tools & tackles. If certain components are

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not delivered in time, the Items/Equipments will be considered as delayed until such time the missing parts are also delivered.

- 5.2 In the event of delayed Supply of the Items/Equipments under the scope of the Contract due to the reasons attributable to the Contractor, the Contractor shall be liable to pay Liquidated Damages @ 2% of the Contract Price, not by way of penalty for each completed week of delay or part thereof subject to a maximum of 10 (ten) % of the Contract Price. The LD is a reasonable and fair estimate of the damages and loss which Owner would suffer for each such week by which Supplier is late in completing said delivery.
- 5.3 Contractor shall undertake to pay the LD at the rates stipulated above and the Owner shall not be required to prove actual loss or damage.
- 5.4 The Owner may at its discretion recover LD payable by the Contractor by deducting the same from outstanding payments due to the Contractor, if any or claim the entire amount from the Contractor.
- 5.5 The above will, however, not absolve the Contractor from completing the balance supplies and will also not in any way prejudice the other rights of the Owner to get the Work completed through other agency at the Contractor's risk and cost.
- 5.6 Any correspondence or minutes of the meetings and/or acceptance of delayed materials shall not be construed as waiving of LD.

## **6.0 TERMS AND MODE OF PAYMENT**

### **6.1 For Supply Contract**

The payments under the Contract shall be made in the currency or currencies in which the Contract Price has been stated in Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Supplier's bid.

- 6.1..1 90 (Ninty) % of the Contract Price alongwith 100% taxes & duties for Works/Facilities (excluding Freight and Transit Insurance Charges) shall be paid within 45 days on receipt and storage at site and on physical verification and furnishing of necessary certificate by Owner's representative and against submission of following documents:
  - i) Commercial Invoice raised by Contractor to Owner
  - ii) Copy of Excise Invoice showing the Excise Duty amount
  - iii) Original Excise Certificates / Excise Certified Invoices showing payment of Excise Duty against the Invoices.
  - iv) Original Disclaimer Certificate
  - v) Delivery Challan (for onshore supply only)
  - vi) Consignment Note - Negotiable copy
  - vii) Packing List
  - viii) Inspection certificate / Inspection waiver certificate from Owner
  - ix) All the documents listed above shall be submitted in 1 original + 2 copies.
  - x) Material Despatch Clearance Certificate issued by the Owner prior to effective dispatch.

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- 6.1.2. Balance 10 (ten) % of the Contract Price for Works/Facilities shall be paid to the Contractor after successful completion of filed training.

## **6.2 Performance Security**

- 6.2.1 The Contractor shall furnish a security equal to 10 (ten) percent of the Total Contract Price for faithful Performance of the Contract. The security deposit shall be remitted in the form of a Bank Guarantee (in Owner's prescribed format) obtained from a Scheduled /Nationalized Bank (except co-operative banks) in India or a branch of an International bank situated in India, acceptable to Owner and registered with the Reserve Bank of India as scheduled foreign bank.
- 6.2.2 The Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days from the date of issue of Letter of Award /Contract.
- 6.2.3 The Performance Bank Guarantee shall be valid till warranty / guarantee period with a claim period of 30 (thirty) days beyond validity. In case any extension is granted to the Contract, the validity of the Performance Bank Guarantee shall be extended accordingly.

## **6.2 Inland Transportation & Insurance Charges**

Inland transportation and insurance charges shall be paid to the Contractor on pro-rata basis after receipt of Works/Facilities at site and on presentation of the invoices along with supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement.

## **7.0 Guarantee**

- 7.1 The material /equipment including tools and accessories shall be under guarantee for a period of 30 months from the date of receipt of material at APTCL site or 24 months from the date of commissioning whichever is later.

## **8.0 Defect Liability**

- 8.1 The Contractor warrants that the Works/Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship.
- 8.2 The Defect Liability Period shall be for a period of 12 (twelve) months from the Date of Commissioning or 18 (eighteen) months from the date of receipt of the last major consignment at Site, which ever is earlier, unless specified otherwise in the Contract.
- 8.3 At the end of the Defect Liability Period, the Contractor's liability ceases except for Latent Defects. "Latent Defects" are inherent defect in design, workmanship or material which have surfaced after the Defect Liability Period and which could not be found during normal checking and which may hinder or endanger the normal operation of equipment. Contractor will make good such defect which shall appear during said period in case such defect is noticed to Contractor within 30(thirty) days after it shall be first noticed by the Owner.
- 8.4 The provision of latent defects as above shall be applicable up to the end of 10 (ten) years period after the completion of Defect Liability Period.

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## 9.0 QUANTITY VARIATION

- 9.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantity of item under the Contract but without any change in unit price and other terms and conditions. However, the variation in quantity shall be limited to 100 (one hundred)% for the individual items and the total variations in all such items under the Contract shall be limited to  $\pm$  **30 (Thirty)**% of the Contract Price. The Contractor shall be responsible for supply and execution of such final quantities for completion of the works and they shall be paid for such finalized quantity at the unit rate indicated in the Letter of Award/Contract.