SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

For

Construction of one (1) no. 33 kV Line Bay addition at the existing 33/11 kV Changlang Substation under the Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh

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)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	General	Joint Venture is not applicable for the subject package. Accordingly, all the provisions pertaining to Joint Ventures stand deleted.
2.	General	Advance payment is not applicable for the subject package. Accordingly, all the provisions pertaining to Advance payment stand deleted.
3.	GCC 1.1(o)	**Supplementing Sub-Clause GCC 1.1(o)** **The Owner is :** Department of Power, Govt. of Arunachal Pradesh **The Purchaser/Employer is:** Power Grid Corporation of India Limited Comprehensive Scheme, Project Manager Office, 4th-Level, Osor M. Tayeng Building, Nitivihar, Itanagar (Arunachal Pradesh) – 791111 For the purpose of execution of the contract, the contractual activities shall be performed by the Employer "for and on behalf of the Owner" except in cases where the Owner itself is statutorily required to do so.
4.	GCC 1.1(w)	**Supplementing Sub-Clause GCC 1.1(w)** **The Owner is :** Department of Power, Govt. of Arunachal Pradesh **The Purchaser/Employer is:** Power Grid Corporation of India Limited Comprehensive Scheme, Project Manager Office, 4th-Level, Osor M. Tayeng Building, Nitivihar,

<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>Itanagar (Arunachal Pradesh) – 791111.</td></tr>
<tr><td>5.</td><td>GCC 1.1 (ee)</td><td>Supplementing Sub-Clause GCC 1.1(ee)

Time for Completion:

<table>
<tr><th>Description</th><th>Duration in days from the effective date of Contract</th></tr>
<tr><td>Taking Over by the Employer upon successful Completion of:</td><td></td></tr>
<tr><td>Construction of one (1) no. 33 kV Line Bay addition at the existing 33/11 kV Changlang Substation under the Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh</td><td>03 (Three) Months</td></tr>
</table>
</td></tr>
<tr><td>6.</td><td>GCC 3.3,3.4 and 3.5</td><td>Replace the word “Employer” with “Employer/Owner”</td></tr>
<tr><td>7.</td><td>GCC 4.1</td><td>Supplementing GCC 4.1

4.1 Time for Completion is the essence of Contract. The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 21.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix – 4 (Time Schedule) to the Contract Agreement.</td></tr>
<tr><td>8.</td><td>GCC 8.1</td><td>TERMS OF PAYMENT

Payment shall be made in the following manner:
1.3 As per Appendix 1 mentioned in Section VI Sample Forms and Procedures_Vol-I.

1.4 Advances: Not applicable.</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Payment shall be released against bills for the works executed as per the item wise rates and certification of the same by Engineer-in-Charge. Bills shall be submitted to the Engineer-in-charge for verification and arranging payment. **Bill shall be raised in favour of "Department of Power, Govt. Of Arunachal Pradesh GSTIN/UIN 12SHLD04223C1DY)" acting through Power Grid Corporation of India Ltd.** GSTIN Registration Number of the concerned state, wherever applicable shall be submitted along with the Tax invoice for release of payment.
9.	**GCC 8.1.1**	**Add following new clause at GCC 8.1.1** **Bill Tracking System** **Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further**, the Contractor may also track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor. d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		to the Contractor 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 Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned". 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 Contractor. The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".
10.	**GCC 8.1.2**	**Add following new clause at GCC 8.1.2** **Paying Authority** **Payments shall be released by POWERGRID Payment Processing and Facilitation Centre (PPPFC), Bhubaneshwar.** **Bill Processing: After creation of BTS ID by Vendor in Bill Tracking System (BTS), the hard copy of the bills along with all enclosures shall be submitted to the following address.** **POWERGRID Payment Processing and Facilitation Centre (PPPFC),** **Central Receipt section,** **Power Grid Corporation of India Ltd.** **Plot No-4, Unit- 41, Niladri Vihar,** **Chandrashekharpur,** **Bubhaneshwar - 751021 (Odisha)** **BTS No: _____** **The option to attach the soft copies of the documents has been enabled in BTS at https://vendor.powergrid.in/ . The attachment can be done after creation of BTS ID.** **The SOP for this process can be viewed after login to the Bill Tracking System portal with the following path.** **https://vendor.powergrid.in/ →→ INVOICE SUBMITTED TAB →→ Invoice Attachments →→ SOP for uploading Documents**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The bills will be processed & released by POWERGRID Payment Processing and Facilitation Center (PPPFC), Bhubaneshwar.
11.	GCC 8.3 & 8.4	**Addition of following new Sub-Clauses after GCC 8.2:** 8.3 All the payments to the Contractor shall be made by POWERGRID strictly out of the funds received from the Government of India through Ministry of Power. **8.4** All the invoices shall be raised in the name of Owner acting through POWERGRID, by the Contractor.
12.	GCC 9.2.2	**Stands Deleted** **Advance Payment Security: Not Applicable**
13.	GCC 9.3.1	**Supplementing Sub-Clause GCC 9.3.1** **Replace GCC clause 9.3.1 with the following:** As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee for the due performance of the Contract in the amount equivalent to **ten percent (10%)** of the Contract Price in favour of the Employer within **28 days** from the date of Notification of award and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid upto (90) days after the end of defect liability period. The guarantee amount shall be encashed by the Employer without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period. **Alternatively**, Security deposit **@10%** shall be deducted from the running bill of the contractor till the amount so deducted reaches the contract performance guarantee value, i.e. 10% of the contract price, which shall be released after completion of Defect Liability Period. In such case EMD deposited at the time of tendering shall be converted into Security deposit. In case, the contractor wishes to opt for Security Deposit (Alternative Clause for CPG), in place of submission of CPG, then the contractor shall submit

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		their consent regarding the same in writing to Engineer-in-Charge **within 28 days** from the date of issue of Notification of Award.
14.	GCC 9.3.1	**Supplementing Clause GCC 9.3.1 with the following:** All the Performance Security(ies) shall be in favour of the Employer. However, the Owner shall also be entitled to enforce the Performance Security(ies) which are in favour of the employer.
15.	**GCC 9.3.1.2(d)**	**Replace Sub-Clause GCC 9.3.1.2(d)** In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith pursuant to GCC Clause 17 and the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. **This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.**
16.	**GCC 9.3.1.5**	**Add GCC Clause 9.3.1.5** Apart from the performance security (ies) to be furnished as per Clause GCC 9.3.1 above, additional performance securities, as specified in the Bidding Documents, shall be arranged and furnished by the Contractor at any time after the Notification of Award. The submission of these performance securities to the Employer shall, however, be one of the conditions precedent for release of payment (other than Initial/Mobilization advance) due against such equipment/ works for which the said performance security is required to be submitted.
17.	GCC 9.3.2	**Replace Sub-Clause GCC 9.3.2** The performance shall, at the contractor's option, be in the form of unconditional Bank Guarantee from an eligible bank as per GCC Sub-Clause 9.4 or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The

<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>format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form attached hereto in Section VI - Sample Forms and Procedures. Besides, the additional claim period for the performance Security in the form of Bank Guarantee/ Insurance Surety Bond shall be six (06) months beyond the end of validity period of the said instrument.

Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITYhttps://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–NER@</td></tr>
<tr><td>Name of Depositor</td><td>Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the Contractor/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 Contractor. The online payment facility shall be for payment in Indian Rupees only.</td></tr>
<tr><td>18.</td><td>GCC 9.4</td><td>Replace GCC Clause 9.4 with the following:
Issuing Banks

The Bank Guarantee for Performance Security are to be provided by the Contractor, which should be issued either:

(a) by a Public Sector Bank located in India, or</td></tr>
</table>

<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>
(b) 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

(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, 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.

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 Addres</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr>
<tr><td>State Bank of India,
Pbb Ziro Point Itanagar Branch,
Itanagar-791111 (Arunachal Pradesh).</td><td>SBIN0015219</td><td>34553199999</td></tr>
</table>

Note: SWIFT Code SBININBB159 (SBI, Guwahati) for above account detail can be used for the issuance of Bank Guarantee using SFMS Platform.

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>
<tr><td>19.</td><td>GCC 9.3.5</td><td>Add new Sub-Clause GCC 9.3.5:

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
20.	GCC 9.3.6	**Add new sub Clause GCC 9.3.6** 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 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 Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.
21.	GCC 10	**Replace the existing provision with the following:** 1.0 The prices that are quoted and indicated in the BPS shall include inter alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the technical Specifications, Vol-II including cost of site arrangement, overheads, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work. Further the price for supply of services are excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Employer on the supply of services made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor. 1.2 Employer would not bear any liability on account of any other taxes, duties, levies applicable locally. 1.3 Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor. 1.4 Reimbursement of GST by the Employer shall be at the rate applicable on the SAC of the goods/ services supplied by the Contractor to the Employer. The reimbursement of GST except GST on advance payment

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice. Reimbursement of GST payment against Advance payment shall be against a proforma invoice. Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. If there is difference in SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item. 1.5 The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Contractor or its personnel, including the Subcontractors and their personnel. 1.6 ~~Owner's GSTIN number in each state/UT is published on the Owner's company website https://www.powergridindia.com~~. While raising invoice/proforma invoice, the Contractor shall invoice **the Owner "Department of Power, Govt. Of Arunachal Pradesh GSTIN/UIN 12SHLD04223C1DY)" acting through Power Grid Corporation of India Ltd.** 1.7 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices submitted by the Contractor to the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Employer for incorrect/wrong availment of Input Tax Credit. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.
22.	GCC 11	**At all places in clause, replace the word "Employer" with "Employer/Owner".**
23.	GCC 13.1	Supplementing GCC 13.1 The Project Manager for the package shall be: **Chief General Manager** **Power Grid Corporation of India Ltd,** **CTDS-AP, Itanagar, Arunachal Pradesh** Engineer-in-charge / Site-in-charge: **Deputy General Manager** **Power Grid Corporation of India Ltd,** **Changlang Site Office, CTDS-AP, Arunachal Pradesh** Or, his authorized representatives.
24.	GCC cl 14.2	**Add the following para at the end:** **Further to above, the concerned Employer's site executive shall enter into a location-wise programme in advance on aperiodic basis, preferably, every week/ fortnight with the Contractor after the consent of Site in-charge and the deployment of gangs shall be made by the contractor according to the agreed programme.**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
25.	GCC 16.3.5	**Sub-clause modified as below –** If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an **Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution in accordance with GCC Sub-Clause 39 / GCC Sub-Clause 40 hereof.** If such dispute or difference is referred to an Arbitrator**/CCIE**, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. **The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Contractor's view on the dispute gets uphold as a result of the Arbitration/Conciliation proceedings,** then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions **as decided in Arbitration/CCIE proceedings**, and the Time for Completion shall be extended accordingly.
26.	GCC Clause 18.1.3(a)	**Replace GCC Clause 18.1.3(a) with the following:** The Contractor shall provide and employ on the Site in the installation of the Facilities such formally certified skilled labor as is necessary for the proper and timely execution of the Contract. **Labour having "Recognition of Prior Learning"(RPL) Certification *(under Pradhan Mantri Kaushal Vikas Yojana(PMKVY))* may be employed by the Contractor**. The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
27.	GCC Cl. 18.3.1.4	**Replace GCC Clause 18.3.1.4 with the following:** Salient features of some major laws applicable to establishments engaged in building and other construction works: (a) **Employee's** Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.....
28.	GCC sub-clause 18.3.3.11	**Append the following at the end of the sub-clause –** The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.
29.	GCC sub-clause 18.3.3.15	**Append the following at the end of the sub-clause –** The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.
30.	GCC clause 18.3.3.17	**Replace the sub-clause with the following –** The Contractor shall deploy **fulltime Supervisor or Safety Supervisor/ Steward** (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk). In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works. The name and address of such **fulltime Supervisor or Safety Supervisor(s) /Safety Steward(s)** of the Contractor will be promptly informed in writing to Project Manager or his authorised representative with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
31.	GCC clause 18.3.3.18	**Replace the sub-clause with the following –** l. In case of any accident- a. The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws. b. The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.
32.	GCC clause 18.3.3.19	**The clause is being replaced with the following –** POWERGRID's Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.
33.	GCC clause 18.3.3.21	**Part of clause modified as below –** **Safety rules at para (a), (b), (f), (g), (h), (i), (j) stands deleted**
34.	GCC clause 18.3.3.21	**Add the following sub—clause at the end of existing clause (k) –** l. Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/ gang. m. Contractor shall procure (if required) sufficient quantity of Earthing equipment /Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge. n. The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge. o. Contractor shall provide communication facilities as per requirement i.e. Walky – Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity. p. The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone. q. Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility. r. First-aid box should be available at site. s. The Contractor shall provide safe working conditions to all workmen and potable /safe drinking water for workers at site /at camp with required hygiene and sanitation.
35.	GCC Cl. 18.3.3.23	If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, a **recovery** at the rate of Rs. 10,000/- per day or part thereof shall be done & deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause **18.3.3.25** shall also apply in addition to **recovery** mentioned in this Clause.

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>36.</td><td>GCC clause 18.3.3.24</td><td>Deleted</td></tr>
<tr><td>37.</td><td>GCC clause 18.3.3.25</td><td>Replace the sub-clause with the following –

Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the “Safety Corpus Fund’”.

<table><tr><td>a.</td><td>Upon 1st accident causing fatal / accident causing 25% or more permanent disablement.</td><td>1% of the Contract price, as awarded.</td></tr><tr><td>b.</td><td>Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement.</td><td>2% of the Contract price, as awarded.</td></tr><tr><td>c.</td><td>Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident</td><td>3% of the Contract price, as awarded.</td></tr></table>For the purpose of recovery under this clause, the count of accident shall be package wise.</td></tr>
<tr><td>38.</td><td>GCC clause 18.3.3.26</td><td>Replace the clause with the following –

The amount paid/ recovered from the Contractor on account of non-compliance to Safety measures shall be deposited in the “Safety Corpus Fund”, if not specified otherwise, established by the Employer . The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.</td></tr>
<tr><td>39.</td><td>GCC clause 18.3.3.27</td><td>Deleted</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
40.	GCC clause 18.3.3.28	**Replace the clause with the following –** The Safety Provisions for Region/Site award packages (other than manpower supply packages) to be followed is attached **at Annexure-A.** Accordingly, The Contractor shall submit the following documents to the Engineer In- Charge before deployment of manpower (or) before start of work: **a. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.** **b. Safety Policy/ Safety Document of the Contractor's company.** **c. Contractor shall also submit list of identified emergency facilities available at nearby site.** **d. Health checkup of all workers from competent agencies/ departments before deployment at site.** **e. Documentary evidences in regard to compliance to various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)**
41.	GCC 18.3.3.29	**Add new clause GCC 18.3.3.29:** **Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.**
42.	GCC 18.9	**Addition of a new sub-Clause GCC 18.9** Notwithstanding what has been specified in different sections (including this section) of Contract, in regard to the provisions for Project Manager / Safety Officer for different packages under Comprehensive Scheme for Strengthening of Transmission and Distribution System in NER & Sikkim (Intra

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		State: Arunachal Pradesh), Contractor may maintain single Project Manager / Safety Officer / Project Office in case of such contractors for the packages whose sites are adjacent /geographically close, on approval by POWERGRID.
43.	GCC 19.7	**Replace the clause with the following:** If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an **Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution** in accordance with GCC Sub-Clause 39**/GCC Sub-Clause 40.**
44.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable.
45.	GCC 20.2.2. 1 (II)	Deleted as Functional Guarantees are not applicable
46.	GCC 21.2	**Replace the clause with the following:** If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent **to 0.05% (zero point zero five percent)** of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each **day** which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of **five percent (5%)** of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). **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 Employer 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.**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The Employer 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 Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
47.	GCC 22.2	**Replace the first para of GCC Sub-Clause 22.2 with the following:** **The Defect Liability Period shall be Twelve (12) months from the date of Taking Over/Completion of Facilities (or any part thereof).**
48.	GCC 22.3	**Add following new clause at GCC 22.3** **Risk and Cost** During the period of construction and also during defect liability period, if the contractor fails to rectify any defect pointed out to him, the same shall be got done by POWERGRID at the risk and cost of contractor and recovered from the Contract Performance Guarantee or any other amount payable to the Contractor.
49.	GCC 22.4, 22.5, 22.6 & 22.7	At all places in the clause, replace the word "Employer" with "Employer/Owner''.
50.	GCC 23	Deleted as Functional Guarantees are not applicable
51.	GCC 24	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>52.</td><td>GCC 30</td><td>
Supplementing the GCC 30 with the following:

The insurance policy should cover total value of the project and should be valid from Commencement of Work upto taking over by the EMPLOYER.

The scope of such insurance shall be adequate to cover the replacements/ reinstatement cost of the Work/ equipment/ materials for all risks. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Further, the scope of insurance cover is specified as per following:
<table>
<tr><th rowspan="2">S.N</th><th rowspan="2">Type of Insurance</th><th rowspan="2">Insurance Amount</th><th colspan="2">Validity of the Insurances</th></tr>
<tr><th>From</th><th>Till</th></tr>
<tr><td>1.</td><td>Civil works</td><td>Total value of the project</td><td>Commencement of Work</td><td>Upto taking over by EMPLOYER</td></tr>
<tr><td>2.</td><td>Third Party Liability Insurance</td><td>Min coverage of 01 lakh for each occurrence upto 10% of the project value for single occurrence/ multiple occurrences.</td><td rowspan="2">Commencement of Work</td><td rowspan="2">Defects Liability Period</td></tr>
<tr><td>3.</td><td>Workmen Compensation Insurance</td><td>Policy shall cover all the men of Contractor and its sub-contractors as per statutory requirements.</td></tr>
<tr><td>4.</td><td>Automobile Liability Insurance</td><td colspan="3">All the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installations of the Facilities in the project are duly insured as per RTA act. Further, the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third-party liability) of each individual vehicle deployed in the project on their own discretion in their own name to protect their own interest.</td></tr>
</table>
</td></tr>
<tr><td>53.</td><td>GCC 30</td><td>
Supplementing the GCC 30 with the following:

All the deployed manpower by contractor shall be fully insured through a recognized Insurance Agency against any type of electrical or any kind of hazards/ accidents for associated work. The agency shall take adequate group insurance coverage under workman compensation Act applicable to work on electrical installation maintenance work of his deployed manpower/ workers as required during the currency period. Insurance premium shall be borne by the agency which shall be fully reimbursed by POWERGRID to the contractor after submission of relevant documents/receipts of insurance
</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		premium. Any statutory requirement for executing this contract has to be fulfilled by the agency at his own cost. It shall be obligatory on the part of the agency to provide a copy of the group insurance policy to Engineer-In-Charge before deployment of personnel for the subject cited work.
54.	GCC 30.1 (b)(IV)	**Replace the existing provision with the following:** Third party liability shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with Civil Work. Third party liability insurance with a minimum coverage of Rs.100,000/- (Rupees One Hundred Thousand only) for each occurrence. The third-party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period. The policy shall have to be effective from the date of mobilization as per contract and shall have to be valid up to Defect Liability Period.
55.	GCC 30.1 (d)	**Replace the existing provision with the following:** **Workmen Compensation Policy:** (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy. (II) The policy may either be projecting specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Taking Over of the project. Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'. (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work, the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor. The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.
56.	30.1(c)	**Replace the existing provision with the following:** Automobile Liability Insurance The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.
57.	GCC 33.2.3	**Replace the existing Provision GCC 30.1(a) (I) (ii) as below:** If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 33 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement by more than the percentage specified in **SCC**, the Employer and the Contractor shall mutually agree on specific rates for valuation of the Change beyond the specified percentage.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.
58.	GCC 33.2.3	**Supplementing Sub-Clause GCC 33.2.3** **Overall Quantity Variation in terms of value shall be limited to plus or minus Twenty Five Percent (± 25%) (Including New/ Substitute items) of the total Contract Price.** Further During execution of the contract, POWERGRID reserves the right to vary quantity of each item provided in the contract or include any New/ Substitute item as may be necessary for completion of the works and that will be binding on the contractor.
59.	GCC 33.2.5	**Sub-clause is modified as below –** The Employer shall issue the Contractor with a Change Order pursuant to GCC Sub-Clause 33.2 by way of amendment to the Contract or in any other manner deemed appropriate. Even if the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters related to the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order" ("Pending Agreement Amendment"). Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal. If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Arbitrator**/CCIE** in accordance with the provisions of GCC Clause 38 & 39**/40**.
60.	GCC 34.2	**Sub-clause is modified as below –**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to Arbitration**/Conciliation**, pursuant to GCC Sub-Clause 39**/GCC Sub-Clause 40**.
61.	GCC 36.2.2	**Sub-clause is modified as below –** If the Contractor (a) has abandoned or repudiated the Contract (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 35.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 14.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended, then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, **then the Employer may have the option to**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		partially offload the Contract in line with GCC Clause 36A or terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 36.2.
62.	GCC 38.2.1	**Sub-clause modified as below –** The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration**/Conciliation** within thirty (30) days of such decision/instruction.
63.	GCC 38.2.2	**Sub-clause modified as below –** In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration**/Conciliation**, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
64.	GCC 38.3	**Sub-clause modified as below –** In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration**/Conciliation**, he shall notify such intention to the Contractor.
65.	GCC 38	**New clause 38.4 added below existing clause –** **38.4** All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration**/conciliation** in the manner provided herein below.
66.	GCC 39.1	**Clause is deleted**
67.	GCC 39.1	Renumbering GCC Clauses **39.2, 39.3, 39.4, 39.5 and 39.6** as **39.1, 39.2, 39.3, 39.4** and **39.5 respectively**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
68.	GCC 39.5	**Add new sub clause 39.6** **39.6** 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 Employer 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.
69.	**GCC 40**	**Add new Clause GCC 40 regarding Conciliation having sub-clauses 40.1, 40.2, 40.3, 40.4, 40.5 and 40.6 as brought out below.**
70.	GCC 40.1	The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr.
71.	GCC 40.2	The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any).
72.	GCC 40.2.1	Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.
73.	GCC 40.2.2	The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
74.	GCC 40.2.3	All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.
75.	GCC 40.3	The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.
76.	GCC 40.4	The Standard Operating Procedure for the conciliation mechanism shall be as follows: i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute. ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA). iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail. vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement. viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.
77.	GCC 40.5	In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
78.	GCC 40.6	During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
79.	GCC 41	**Following clause has been added after Clause 40 –** **Contractor's Claims** If the Contractor considers himself to be entitled to any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance, unless otherwise specified. If the Contractor fails to give notice of a claim within such period of 28 days, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		claim and of the additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager. The Project Manager may agree with the Contractor or estimate different additional payment (if any) to which the Contractor is entitled under the Contract. The payments in respect of such claims shall be settled once in a quarter, unless otherwise specified.
80.	GCC 42	**Add new Clause GCC clause 42** **POWERGRID Whistle Blower and Fraud Prevention Policy** The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies. The Contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
81.	Annexure & Appendix to SCC	Enclosed herewith.

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