

## **SECTION - V**

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

## 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	Advance payment is not applicable for the subject package. Accordingly, all the provisions pertaining to Advance payment stand deleted.
2.	GCC 1.1(o)	<p><b>Supplementing Sub-Clause GCC 1.1(o)</b></p> <p>The Employer is: Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008</p> <p>Kind Attn.: DGM (C&amp;M), Mobile: +91- 6264002998/9904754872 Email: nitesh.verma@powergrid.in           cnmwr2@powergrid.in</p>
3.	GCC 1.1(w)	<p><b>Supplementing Sub-Clause GCC 1.1(w)</b></p> <p>The Owner is: Power Grid Corporation of India Limited, Western Region II, Regional Head Quarter, Sama Savli Road, Vadodara - 390008</p> <p>Kind Attn.: DGM (C&amp;M), Mobile: +91- 6264002998/9904754872 Email: nitesh.verma@powergrid.in           <a href="mailto:cnmwr2@powergrid.in">cnmwr2@powergrid.in</a></p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
4.	GCC 1.1 (ee)	Supplementing Sub-Clause GCC 1.1(ee)	
		Time for Completion:	
		Description	Completion Period (from date of NOA)
		Carrying out the work related to renovation of fire pump house and hydrant line at POWER GRID Satna Substation	12 Months
5.	GCC 2.9	<b>GCC 2.9: Joint Venture:</b> Stands deleted.	
6.	GCC 2.14	<p><b>Replacing Clause GCC 2.14 (Governing Law &amp; its Jurisdiction)</b></p> <p>The Contract shall be governed by and interpreted in accordance with laws of Union of India and the <b>Courts of Madhya Pradesh</b> shall have exclusive jurisdiction in all matters arising under this Contract.</p>	
7.	GCC 3.3	<b>Clause 3.3</b> Stands Deleted.	
8.	GCC 3.4	<b>Clause 3.4</b> Stands Deleted.	
9.	GCC 3.5	<b>Clause 3.5</b> Stands Deleted.	
10.	GCC 4.0	<p>Supplementing GCC 4.0</p> <p>Time Schedule for completion is the essence of Contract.</p> <p>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.</p> <p>4.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof</p>	
11.	GCC 6.2	<b>Clause 6.2</b> Stands Deleted.	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
12.	GCC 6.5	Clause 6.5 Stands Deleted.
13.	GCC 7	<p><b>Replace GCC clause 7 with following:</b>  The contract price shall be as per the Letter of Award. The price components shall be FIRM throughout the currency of the contract and no Price Adjustment shall be applicable under any circumstances.</p>
14.	GCC 9.2	Deleted, since there is no provision for Advance Payment.
15.	GCC 9.3.1	<p><b>Add new Sub-Clause GCC 9.3.1.6:</b></p> <p>9.3.1.6. Alternatively, towards performance security pro-rata deduction at the rate of <b>Ten percent (10%)</b> from the Running Bills of the contractor shall be made towards Security Deposit (SD).</p> <p>9.3.1.6.1 The earnest money submitted by the contractor along with the bid/ tender shall be treated as initial Security Deposit. In case the bid security submitted is in the form of Bank Guarantee, the equivalent amount shall be additionally deducted from the first payment made to the Contractor and immediately thereafter, the Bank Guarantee towards bid security shall be returned to the bidder. Further, in such a case, the validity of Bank Guarantee towards bid security shall be ensured till the deduction towards initial security deposit, as aforesaid, is affected.</p> <p>9.3.1.6.2 No interest shall be payable by the Employer on the above SD.</p>
16.	GCC 9.3.2	<p><b>Replace existing clause with the following.</b></p> <p>The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in SCC in the Form of unconditional Bank Guarantee/ Insurance Surety Bond attached hereto in the Section VI - Sample Forms and Procedures.</p> <p><b>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-<a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the</b></p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
		<p>POWERGRID website <a href="http://www.powergridindia.com">www.powergridindia.com</a>. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table border="1" data-bbox="545 386 1500 814"> <tr> <td data-bbox="545 386 857 428">Payment Category</td> <td data-bbox="857 386 1500 428">Performance Security</td> </tr> <tr> <td data-bbox="545 428 857 470">Sub-category</td> <td data-bbox="857 428 1500 470">Performance Security Payment-WR II</td> </tr> <tr> <td data-bbox="545 470 857 583">Name of Depositor</td> <td data-bbox="857 470 1500 583">Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td> </tr> <tr> <td data-bbox="545 583 857 697">Vendor Code, if applicable</td> <td data-bbox="857 583 1500 697">POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing</td> </tr> <tr> <td data-bbox="545 697 857 814">Payment Remarks</td> <td data-bbox="857 697 1500 814">Performance Security for ..... [enter the name of the contract and last four digits of the CA number]</td> </tr> </table> <p>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.</p>	Payment Category	Performance Security	Sub-category	Performance Security Payment-WR II	Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.	Vendor Code, if applicable	POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing	Payment Remarks	Performance Security for ..... [enter the name of the contract and last four digits of the CA number]
Payment Category	Performance Security											
Sub-category	Performance Security Payment-WR II											
Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.											
Vendor Code, if applicable	POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing											
Payment Remarks	Performance Security for ..... [enter the name of the contract and last four digits of the CA number]											
17.	GCC 9.3.3	<p>Replace GCC 9.3.3 with the following: Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to Five percent (05%) of the value of the component covered by the extended warranty.</p>										
18.	GCC 9.3.5	<p><b>Add new Sub-Clause GCC 9.3.5:</b></p> <p>No interest shall be payable by the Employer on the performance security.</p>										

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
19.	GCC 9.3.6	<p><b>Add new Sub-Clause GCC 9.3.6:</b></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 through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee/ Insurance Surety Bond 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/ Insurance Surety Bond following receipt of confirmation from the issuing Bank/ Insurer, the said amount shall be refunded.</p>
20.	GCC 9.4 (b)	<p><b>Issuing Banks</b></p> <p>The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(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</p> <p>(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 <b>as per para (b) above.</b></p>
21.	GCC 9.4	<p><b>Supplementing GCC Clause 9.4 with the following</b></p> <p>The contractor has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform.</p> <p>The Account details of POWERGRID for the purpose of Bank Guarantee (towards Advance Payment Security and Performance Security) to be issued using SFMS Platform are as given below:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC		
		Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.
		State Bank of India, VIP Road (Baroda) Virnagar Society Baroda Gujarat - 390018	SBIN0009162	30209822943
		<p><i>Note: Any one of 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 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 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.</p> <p>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.</p>		
22.	GCC 11	Supplementing the GCC Clause 11 Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all the drawings, documents and other materials containing data and information for design(s) which have been developed by the Contractor or by any third party under the Contract shall remain vested in the Employer for the material and in the manner as detailed in the Technical Specification, Vol-II of the Bidding Documents.		
23.	GCC 13.1	<p>Supplementing GCC 13.1</p> <p>The Project Manager for the package shall be:</p> <p><b>Sr GM Satna or his authorized representative.</b></p>		
24.	GCC 15	Deleted		
25.	GCC 16.3.5	<p><b>Sub-clause modified as below -</b></p> <p>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</p>		

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an <b>Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution in accordance with GCC Sub-Clause 39 / GCC Sub-Clause 40 hereof</b> . 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. <b>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</b> , 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 <b>as decided in Arbitration/CCIE proceedings</b> , and the Time for Completion shall be extended accordingly.
26.	GCC Clause 18.1.3(a)	<p><b><u>Replace GCC Clause 18.1.3(a) with the following:</u></b></p> <p>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 (<i>under Pradhan Mantri Kaushal Vikas Yojana(PMKVY)</i>) may be employed by the Contractor. <b>Further, in case of deployment of semi-skilled and un-skilled labour, the contractor shall ensure that all such workers would be skilled through Recognition of Prior Learning (RPL) within 02 months from the date of commencement of work. All the costs to the above effect shall be borne by the Contractor.</b></p> <p>The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC &amp; ST persons, that has the necessary skills.</p>
27.	GCC Cl. 18.3.1.4	<p><b><u>Replace GCC Clause 18.3.1.4 with the following:</u></b></p> <p>Salient features of some major laws applicable to establishments engaged in building and other construction works:</p> <p>(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.....</p>
28.	GCC Clause 18.3.3.1	<p><b><u>Supplement GCC 18.3.3.1 with the following:</u></b></p> <p>I. The Contractor shall be responsible for the safety during all activities at the Site.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>II. The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. comply with all applicable safety regulations and Laws;</li> <li>b. comply with all applicable safety obligations specified in the Contract;</li> <li>c. ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen /employees shall also be considered as the Contractor's employees/workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.</li> </ul> <p>III. All equipment (machineries/ lifting T&amp;Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard.</p> <p>IV. 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.</p> <p>V. 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.</p>
29.	GCC sub-clause 18.3.3.5	<p><b>Append the following at the end of the sub-clause -</b></p> <p>All equipment (machineries/ lifting T&amp;Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
30.	GCC sub-clause 18.3.3.11	<p><b>Append the following at the end of the sub-clause -</b></p> <p>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.</p>
31.	GCC sub-clause 18.3.3.15	<p><b>Append the following at the end of the sub-clause -</b></p> <p>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.</p>
32.	GCC clause 18.3.3.17	<p><b>Replace the sub-clause with the following -</b></p> <p>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).</p> <p>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.</p> <p>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.</p> <p>In addition to above The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:</p> <ol style="list-style-type: none"> <li>a. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.</li> <li>b. Safety Policy/ Safety Document of the Contractor's company.</li> <li>c. Contractor shall also submit list of identified emergency facilities available at nearby site.</li> </ol>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>d. Health checkup of all workers from competent agencies/ departments before deployment at site.</p> <p>e. Documentary evidences in regard to compliance to various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates &amp; registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)</p>
33.	GCC clause 18.3.3.18	<p><b>Replace the sub-clause with the following -</b></p> <p>In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than <b>4 hrs.</b> of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws. Further 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</p>
34.	GCC clause 18.3.3.19	<p><b>The clause is being replaced with the following -</b></p> <p>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.</p>
35.	GCC clause 18.3.3.21	<p><b>Part of clause modified as below -</b></p> <p><b>Safety rules at para (a), (b), (f), (g), (h), (i), (j) stands deleted</b></p>
36.	GCC clause 18.3.3.23	<p><b>Add the following sub – clause at the end of existing clause (k) -</b></p> <p>I. It is mandatory for the Contractor to observe the following during the execution of the works:</p> <p>a. Safety induction training (02-days training for skilled/semi-skilled &amp; 01-day training for unskilled) shall be provided by the</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Agency to the staff/ gang.</p> <p>b. 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.</p> <p>c. The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.</p> <p>d. 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> <p>e. 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.</p> <p>f. 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.</p> <p>g. First-aid box should be available at site.</p> <p>II. 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.</p>
37.	GCC Cl. 18.3.3.23	<p>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 <b>recovery</b> at the rate of Rs. 10,000/- per day or part thereof shall be done &amp; 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 <b>18.3.3.25</b> shall also apply in addition to <b>recovery</b> mentioned in this Clause.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
38.	GCC clause 18.3.3.24	<b>Deleted</b>									
39.	GCC 18.3.3.25&26&27	<p><b>Replace the sub-clause with the following -</b></p> <p>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".</p> <table border="1"> <tbody> <tr> <td>a.</td> <td>Upon 1<sup>st</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> accident</td> <td>3% of the Contract price, as awarded.</td> </tr> </tbody> </table> <p>For the purpose of recovery under this clause, the count of accident shall be package wise. 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.</p>	a.	Upon 1 <sup>st</sup> accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.	b.	Upon 2 <sup>nd</sup> accident causing fatal / accident causing 25% or more permanent disablement.	2% of the Contract price, as awarded.	c.	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2 <sup>nd</sup> accident	3% of the Contract price, as awarded.
a.	Upon 1 <sup>st</sup> accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.									
b.	Upon 2 <sup>nd</sup> accident causing fatal / accident causing 25% or more permanent disablement.	2% of the Contract price, as awarded.									
c.	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2 <sup>nd</sup> accident	3% of the Contract price, as awarded.									
40.	GCC clause 18.3.3.28	<b>Deleted</b>									
41.	GCC clause 18.3.3.29	<p><b>Add new clause GCC 18.3.3.29 as follows:</b></p> <p>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.</p>									
42.	GCC 19.7	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									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		parties within a reasonable period of time, it may be referred to an <b>Arbitrator for determination /Conciliation Committee of Independent Experts (CCIE) for resolution</b> in accordance with GCC Sub-Clause 39/ <b>GCC Sub-Clause 40.</b>
43.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable.
44.	GCC 20.2.2.1 (II)	Deleted as Functional Guarantees are not applicable
45.	GCC 21.0	<p>Replace GCC 21 along with Sub-Clauses with the following:</p> <p>21.0 Completion Time Guarantee</p> <p>21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.</p> <p>21.2 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 <b>0.05% (zero point zero five percent)</b> 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 <b>day</b> 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 <b>five percent (5%)</b> of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).</p> <p><b>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.</b></p> <p>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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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 Facilities or part thereof.</p>
46.	GCC 22.2	<p>Sub-clause partly modified as below -</p> <p>The Defect Liability Period shall be Twelve <b>(12) months</b> from the date of Taking Over /Completion of Facilities (or any part thereof).</p>
47.	GCC 23	Deleted as Functional Guarantees are not applicable
48.	GCC 30.1(a) (I) (ii)	<p>Transit Insurance Policy for indigenous equipment</p> <p>Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots &amp; Civil Commotion (SRCC) extension cover shall be taken.</p>
49.	GCC 33.1.1	<p>Replace the existing clause with following:</p> <p>Subject to GCC Sub-Clauses 33.2.5 and 33.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> <p><b>For the purpose of this Clause, Change is broadly categorized in the following three categories: -</b></p> <p><b>(i) Existing item:</b> Any item existing in the BoQ in Contract.</p> <p><b>(ii) Substituted item:</b> Any item which is to be included in lieu of an existing item in the BoQ in Contract.</p> <p><b>(iii) New item:</b> Any item which was not originally included in</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<b>the BoQ in Contract.</b>
50.	GCC 33.2.3	<p><b>Supplementing Sub-Clause GCC 33.2.3</b></p> <p>Percentage for the Change Proposal under this Clause shall be limited to <b>Twenty-Five percent (25%)</b>.</p> <p><b>However, for individual items also, a limit is specified. For items above ground level, the limit for individual items is +25% and for items below ground level, the same is +100%.</b></p> <p><b>In case the overall contract price increases by more than 25%, all such items, where executed/anticipated quantity has exceeded/is expected to exceed that specified in the contract by more than 25%, will be identified. In respect of all such items while the quantity originally specified in the contract plus 25% extra shall be paid at unit rates available in the contract, the payment for the balance quantity shall be released at a rate to be decided after negotiation.</b></p>
51.	GCC 33.2.4	<p>Clause is modified as below -</p> <p>If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change and all matters therein related to the change. For arriving at such rates for the valuation of change, following guidelines are hereby specified: -</p> <p><u>33.2.4.1 For New items: -</u></p> <p>a) If possible, the rate shall be arrived at on the basis of similar item available in the contract.</p> <p>b) In case similar item is not available in the Contract, the rate shall be arrived taking into consideration the following documents in the given order of preference: -</p> <p>i) POWERGRID SOR (with suitable adjustment in regard to the Price Level)</p> <p>ii) Analysis of Delhi Schedule of Rates issued by CPWD and</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>considering the declared factor for adjustment.</p> <p>iii) Based on the rates of that item available in other Contracts/LOAs: For this purpose, average of rates of that item available in other awards placed during last 02 years for the same region, after suitable extrapolation, wherever required, to bring it to current level and after effecting price adjustment, if any, required on account of mismatch of specifications may be used.</p> <p>iv) Rate(s) established from the lowest budgetary quotation from various manufacturers/suppliers (minimum three nos.) plus 15% to cover Contractor's profit and overhead.</p> <p>The finalization of new rates in certain cases may be based on the combination of more than one of the guidelines described at Para a) &amp; b) above.</p> <p><u>33.2.4.2 For Substitute items:</u></p> <p>For arriving at the rate for Substitute item, the rate for the Existing item (to be substituted) and Substitute item shall be arrived in the similar manner as stipulated at para GCC 33.2.4.1 b) above.</p> <p>(a) If the arrived rate for the Substitute item so determined is more than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so increased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p> <p>(b) If the arrived rate for the Substitute item so determined is less than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so decreased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p> <p>33.2.4.3 Based on the agreed rates for valuation of the change as above and all matters therein related to the change, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		33.2.4.4 In case the rate for a New item is finalized on the basis of similar item available in the Contract as per GCC 33.2.4.1 a) above, such rate shall be subject to further Price adjustment as per Appendix-2 to the Contract Agreement, as applicable, to the Contract item based on which the rate has been arrived at. However, for all other cases, the rate so finalized shall not be subject to any further adjustment as per Appendix-2 to the Contract Agreement.
52.	GCC 33.2.5	<p><b>Sub-clause is modified as below -</b></p> <p>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”).</p> <p>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.</p> <p>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 &amp; 39/40.</p>
53.	GCC 34.2	<p><b>Sub-clause is modified as below -</b></p> <p>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/<b>Conciliation</b>, pursuant to GCC Sub-Clause 39/<b>GCC Sub-Clause 40</b>.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
54.	GCC 36.2.1	<p><b>Replace GCC 36.2.1 with the following in Section: SCC:</b></p> <p>36.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 36.2:</p> <p>(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt</p> <p>(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 37.</p> <p>(c) <b>if the Contractor, in the judgment of the Employer has violated the ‘Code of Integrity for Public Procurement’ attached as Appendix-II to the Special Conditions of Contract, in competing for or in executing the Contract.</b></p> <p><b>In persuasions to its policy for ‘Code of Integrity for Public Procurement’, the Employer will take appropriate measures in line with the above policy if it determines that the firm has, directly or through an agent, violated this Code of Integrity in competing for or in executing, the contract in question.</b></p>
55.	GCC 38.2.1	<p><b>Sub-clause modified as below -</b></p> <p>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/<b>Conciliation</b> within thirty (30) days of such decision/instruction.</p>
56.	GCC 38.2.2	<p><b>Sub-clause modified as below -</b></p> <p>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/<b>Conciliation</b>, 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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		the Employer and the Contractor.
57.	GCC 38.3	<p><b>Sub-clause modified as below -</b></p> <p>In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration/<b>Conciliation</b>, he shall notify such intention to the Contractor.</p>
58.	GCC 38	<p><b>New clause 38.4 added below existing clause -</b></p> <p><b>38.4</b> 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/<b>conciliation</b> in the manner provided herein below.</p>
59.	GCC 40	<b>Add new sub clause GCC 40</b>
60.	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.
61.	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).
62.	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.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
63.	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.
64.	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.
65.	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.
66.	GCC 40.4	<p>The Standard Operating Procedure for the conciliation mechanism shall be as follows:</p> <ul style="list-style-type: none"> <li data-bbox="542 1146 1516 1419">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.</li> <li data-bbox="542 1461 1516 1577">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.</li> <li data-bbox="542 1619 1516 1850">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).</li> </ul>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.</p> <p>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.</p> <p>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.</p> <p>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.</p>
67.	GCC 40.5	<p>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.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
68.	GCC 40.6	During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
69.	GCC 41.0	<p><b>Add new Clause GCC clause 43. in Section-V (SCC):</b></p> <p><b>43.0 POWERGRID Whistle Blower and Fraud Prevention Policy</b></p> <p>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 <a href="https://apps.powergrid.in/pgciltenders/u/default.aspx">https://apps.powergrid.in/pgciltenders/u/default.aspx</a> and <a href="https://www.powergrid.in/index.php/en/code-conductpolicies">https://www.powergrid.in/index.php/en/code-conductpolicies</a>.</p> <p>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.</p>
70.	Add new Clause for CIPP	<p>1.0 <b>Code of Integrity for Public Procurement</b></p> <p>1.1 Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <ul style="list-style-type: none"> <li>i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</li> <li>ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</li> </ul>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p data-bbox="646 310 1518 562">iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Employer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p data-bbox="646 604 1518 709">iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p data-bbox="646 751 1518 961">v) "Conflict of interest": any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.</p> <p data-bbox="646 1003 1518 1255">vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;</p> <p data-bbox="646 1297 1518 1654">vii) "Obstructive practice": materially impede the Employer's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Employer's rights of audit or access to information.</p> <p data-bbox="540 1686 1144 1717"><b>1.2 Obligations for Proactive Disclosures</b></p> <p data-bbox="646 1759 1518 1894">i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above - pre-</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and</p> <p>ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.</p> <p>iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.</p> <p><b>1.3 Punitive Provisions:</b> Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:</p> <p>i) if the bid(s) is under consideration in any procurement</p> <ol style="list-style-type: none"> <li>a) Forfeiture or encashment of Bid Security</li> <li>b) calling off of any pre-contract negotiations, and;</li> <li>c) rejection and exclusion of the bidder from the procurement process</li> </ol> <p>ii) if a contract has already been awarded</p> <ol style="list-style-type: none"> <li>a) Cancellation/termination of the contract in question;</li> <li>b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;</li> </ol> <p>iii) Provisions in addition to above:</p> <ol style="list-style-type: none"> <li>a) Removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "<i>Black-Listing of Firms</i> /</li> </ol>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p><i>Banning of Business</i>”.</p> <p>b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p> <p>1.4 In pursuance to this policy, the Employer will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the Employer.</p>
71.	Appendix to SCC	Enclosed herewith.

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