SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

PACKAGE: Erection works through Open Tender for Shifting works of POWERGRID 400kV S/C Indore-Asoj CK-01 TL so as to raise minimum conductor height on railway track crossing in connection with Dabhoi-Samlaya BG Railway Section of Vadodara Division, Western Railway

SPECIFICATION NO:WR2/NT/W-MISC/DOM/G01/25/02667
Rfx No.: 5002004291

SPECIAL CONDITION–S 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 Employer is: Power Grid Corporation of India Ltd., Western Region -II, Regional Head Quarter, Plot No 54, Beside Riya Revti Resort , Sama Savli Road, Vadodara – 390024 **Kind Attn.:** Manager (C&M), Mobile: 7042009603 ; Email: mukul1994@powergrid.in
4.	GCC 1.1(w)	**Supplementing Sub-Clause GCC 1.1(w)** The Owner is: Power Grid Corporation of India Ltd., Western Region -II, Regional Head Quarter, Plot No 54, Beside Riya Revti Resort, Sama Savli Road, Vadodara – 390024
5.	GCC 1.1 (ee)	**Supplementing Sub-Clause GCC 1.1(ee)** Time for Completion:

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
		Description	**Completion Period (from date of NOA)**
		Erection works through Open Tender for Shifting works of POWERGRID 400kV S/C Indore-Asoj CK-01 TL so as to raise minimum conductor height on railway track crossing in connection with Dabhoi-Samlaya BG Railway Section of Vadodara Division, Western Railway	**08 Months**
6.	GCC 4.1	Supplementing GCC 4.1 Time Schedule for completion is the essence of Contract. The consignee location shall be as below- **400kV S/C Indore-Asoj CK-01 TL** Engineer In-Charge: Sr. GM, Powergrid Corporation of India Limited, 765/400/220kV Waghodiya GIS Substation, Khandagam, The: Waghodiya, Vadodara, Gujarat (Pin-391760).	
7.	GCC 5.7	Insert a new clause GCC 5.7 as follows: (New clause is not applicable for service contract)	
8.	GCC 9.2	Deleted, since there is no provision for Advance Payment.	
9.	GCC 9.3.1	**Supplementing Sub-Clause GCC 9.3.1** The Performance Security for the due performance of the Contract in the amount equivalent to **Ten percent (10%)** of the Contract Price, shall be provided by the Contractor. The performance security(ies) shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract. **The Contractor shall also arrange additional Performance Security (ies), if applicable as per stipulated QR/Clause no. 5 of Joint Deed of**	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Undertaking mentioned at Sl. No. 20, 22 of Section – VI: Sample Forms and Procedures. Also, the successful bidder is required to arrange additional Performance Security(ies), for various equipment, if applicable, in line with the requirements specified in Technical Specifications. The above additional Performance Securities shall be submitted before release of first dispatch payment of respective equipment. The said security(ies) shall be required to be extended time to time till ninety (90) days beyond the actual Defect Liability Period for said equipments as may be required under the Contract. Note: In case of JV bid involving an Indian Entity and its Collaborator/ parent/ principal company as partner (s), additional performance guarantees from the Collaborator(s)/ parent/ principal company [*as stipulated at para 1.2 (b) (ii) & para 1.3 (b) (ii) of Annexure-A (BDS)]* shall not be required to be submitted. **Alternatively**, towards performance security pro-rata deduction at the rate of ten percent (10%) from the Running Bills of the contractor shall be made towards Security Deposit (SD). This deduction (including the initial Security Deposit) shall be continued till the total amount towards Security Deposit reaches ten percent (10%) of the Contract Price. 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.
10.	GCC 9.3.1.2 (b)	Replace the Clause reference GCC 9.3.1.1(b) appearing in second line with Clause GCC 9.3.1.2(a)

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>11.</td><td>GCC 9.3.1.2 (d)</td><td>In case the Contractor fails to submit the performance security within 28 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by Contractor in future packages as non responsive in line with ITB 13.6 forfeit the bid security and/or may terminate the Contract forthwith pursuant to GCC Clause 36.</td></tr>
<tr><td>12.</td><td>GCC 9.3.2</td><td>Replace Sub-Clause GCC 9.3.2
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 attached hereto in the Section VI - Sample Forms and Procedures.

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

<table>
<tr><td>Payment Category</td><td>Performance Security</td></tr>
<tr><td>Sub-category</td><td>Performance Security Payment–WR II</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>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Alternately, bidder may opt for submission of Contract Performance Guarantee in form of Security Deposit. An amount of **10%** amount of Contract Price shall be deducted from each Running Bill of the successful bidder till total reaches **10%** of Contract Value. Security Deposit shall be released within 30 days from the date of successful completion of Warranty Period/ Defect Liability Period. No interest shall be payable to the Contractor against SD.
13.	GCC 9.3.5	**Add new Sub-Clause GCC 9.3.5:** No interest shall be payable by the Employer on the performance security.
14.	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.
15.	GCC 9.3.1	**Add new Sub-Clause GCC 9.3.1.6:** 9.3.1.6. Alternatively, towards performance security pro-rata deduction at the rate of **Ten percent (10%)** from the Running Bills of the contractor shall be made towards Security Deposit (SD). This deduction (including the initial Security Deposit) shall be continued till the total amount towards Security Deposit reaches **Ten percent (10%)** of the Contract Price. 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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		deposit, as aforesaid, is affected. 9.3.1.6.2No interest shall be payable by the Employer on the above SD.
16.	GCC 9.4	**Replace GCC 9.4 with the following:** Issuing Banks The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either: (a) by a Public Sector Bank located in India, or (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.**

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>17.</td><td>GCC 9.4</td><td>Supplementing GCC Clause 9.4 with the following

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

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:

<table>
<tr><th>Name of the Bank and Address</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr>
<tr><td>State Bank of India,
VIP Road (Baroda) Virnagar Society Baroda Gujarat – 390018</td><td>SBIN0009162</td><td>30209822943</td></tr>
</table>

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.</td></tr>
<tr><td>18.</td><td>GCC 11</td><td>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.</td></tr>
<tr><td>19.</td><td>GCC 13.1</td><td>Supplementing GCC 13.1

The Engineer in-charge for the package shall be:

Sr. GM,
Powergrid Corporation of India Limited,
765/400/220kV Waghodiya GIS Substation,
Khandagam, The: Waghodiya,
Vadodara, Gujarat (Pin-391760).</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
20.	GCC 14.2	Append the following at the end of the clause – **Further to above, the concerned POWERGRID's site executive shall enter into a location-wise programme in advance on a periodic 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.**
21.	GCC 14.4	Append the following at the end of the clause – **Notwithstanding above, in case, the Contractor is unable to provide sufficient materials, services or labor to execute and complete the Facilities at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities within the scheduled Time for Completion or any extension provided thereof as per the Contract, then the Employer may facilitate the Contractor in the manner detailed at GCC Clause 36B (Facilitation) to expedite timely completion of the Contract.**
22.	GCC 15.1	Supplementing GCC 15.1 **Further, the Contractor shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 2.1.**
23.	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**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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.
24.	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. **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.** The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.
25.	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……
26.	GCC 18.3.3	**Replace GCC 18.3.3. with the following:** **Annexure-I to SCC**
27.	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 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.**
28.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
29.	GCC 20.2.2.1 (II)	Deleted as Functional Guarantees are not applicable
30.	GCC 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 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.** 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.
31.	GCC 22.1	The Defect Liability Period shall be **Twelve (12) months** from the date of Taking Over /Completion of Facilities (or any part thereof).
32.	GCC 23	Deleted as Functional Guarantees are not applicable
33.	GCC 30.1(a) (I) (ii)	Transit Insurance Policy for indigenous equipment 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 & Civil Commotion (SRCC) extension cover shall be taken.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
34.	GCC 33.2.3	Clause is modified 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 **or subsequently amended Contract Price pursuant to GCC Clause 36A (Partial Offloading) hereof**, 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. For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.
35.	GCC 33.2.3	**Supplementing Sub-Clause GCC 33.2.3** The Employer, in addition to situation described in Clause 31.1 above, reserves the right to increase or decrease the quantity of Goods & Related Services specified to the extent of **Twenty-Five (25) percent** of the Contract Price, without any change in unit price or other terms and conditions during the execution of the Contract. However, the quantities of individual items and services may vary upto any extent.
36.	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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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**.
37.	GCC 34.2	**Sub-clause is modified as below –** 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**.
38.	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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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 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.
New Clause GCC 36A: Partial Offloading added		
39.	GCC 36A.1	Pursuant to GCC sub-Clause 36.2.2, Employer reserves the right to offload a part of the Facilities under the Contract where a separate time for Completion of such part is specified in the Contract.
40.	GCC 36A.2	The partial offloading under the Contract shall be treated as termination for the corresponding offloaded part of the Facilities. The modality to be adopted for such termination of Part Contract including recovery mechanism etc. shall be suitably tied up with the Contractor. Where no consensus could be arrived between Employer and Contractor in this regard, a suitable notice on the methodology to be adopted shall be issued and action be initiated based on the response received from the contractor. If no response is received, Employer shall notify the contractor on the methodology being adopted.
41.	GCC 36A.3	In case of partial offloading under the Contract, in case, the contractor has opted for taking interest bearing advances, the contractor shall refund the outstanding advance against the offloaded portion and the same would be adjusted. In case the contractor requests that the outstanding advance against the offloaded portion cannot be refunded due to their financial constraints, the additional advance would be considered as special advance and the rate of recovery of advance shall be enhanced in the live portion of the Contract so as to adjust the amount as per contractual provisions before attempting for recovery through other tools as available. [In cases where Interest free advance is released with a time bound recovery, the same shall be adjusted as per the instalments/duration of recovery defined in the contract. (Applicable for cases where Interest Free Advance is extended to the Contractor)]

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
42.	GCC 36A.4	The Performance Security corresponding to offloaded part shall not be reduced till procurement and execution of offloaded part is concluded and the risk and cost component of the offloaded part is adjusted.
43.	GCC 36A.5	For the offloaded part of the Contract, the Employer may complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities pursuant to the offloaded part for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities under the offloaded part. Upon completion of the Facilities for offloaded part or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.
44.	GCC 36A.6	Subject to GCC Sub-Clause 36A.7, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed under the offloaded part of the Contract as of the date of offloading/termination, the value of any unused or partially used Plant and Equipment on the Site related to the offloaded part, and any other sums determined pursuant to GCC Clause 36A.2. Any sums due to the Employer from the Contractor pertaining to the offloaded part, accruing prior to the date of offloading/termination, shall be deducted from the amount to be paid to the Contractor under this offloaded part of the Contract.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
45.	GCC 36A.7	If the Employer completes the Facilities under the offloaded part, the cost of completing such Facilities by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 36A.6, plus the reasonable costs incurred by the Employer in completing the Facilities under the offloaded part, exceeds the Contract Price for the Facilities under the offloaded part, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under GCC Sub-Clause 36A.6, the Contractor shall pay the balance to the Employer failing which Performance Security be encashed and necessary recovery be done, and if such excess is less than the sums due to the Contractor under GCC Sub-Clause 36A.6, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.
46.	GCC 36A.8	In this GCC Clause 36A, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities under the offloaded Part, up to and including the date of offloading/termination of the Part.
47.	GCC 36A.9	Subsequent to off-loading, change percentage pursuant to GCC Clause 33 shall be based on revised scope of work and corresponding Contract Price. Offloaded part shall not be considered for the percentage of Change Proposal.
New clause GCC 36B: Facilitation added		
48.	GCC 36B.1	Pursuant to GCC Clause 14.4, in case, the Contractor is unable to provide sufficient materials, services or labor to execute and complete the Facilities at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities within the scheduled Time for Completion or any extension provided thereof as per the Contract, then the Employer may, without prejudice to any other rights it may possess under the Contract, facilitate the Contractor for such minor supply items or

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		services, as it deems appropriate, to expedite timely completion of the Contract. Such facilitation extended shall however be under the overall obligation of the Contractor and the same shall be without prejudice to the warranty(ies) and guarantee(s) under the Contract.
49.	GCC 36B.2	The facilitation, as above, by Employer shall be applicable for smaller part of the Contract not exceeding 10% of the Contract Price. In case of facilitation beyond 10% of the Contract Price, the same shall be considered as Partial Offloading to the extent that such facilitation is to be considered as Termination of Contract due to Contractor's default for the purpose of event-based Performance assessment of the Contractor in Employer's future Contracts. For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.
50.	GCC 36B.3	Any expenditure incurred by POWERGRID towards such supplies or services shall be treated as an interest-bearing advance, interest rate of which shall be at the rate equal to twice the one year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of intimation for Facilitation as per GCC Clause 36B.4. The advance i.e. expenditure incurred by POWERGRID towards facilitating the Contractor shall be adjusted with utilization of supplies or services extended during Facilitation at the time of corresponding bill payment for such supplies or services to the Contractor & the interest shall be recovered accordingly. However, the contractor may opt for earlier adjustment with other bills (before utilization) also & the interest shall be accordingly recovered till adjustment.
51.	GCC 36B.4	The said facilitation can be extended with or without the prior consent of the Contractor in the interest of the Contract completion. However, the contractor shall be intimated at least 15 days in advance for exercising the above option.
52.	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.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
53.	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.
54.	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.
55.	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.
56.	GCC 39.1	**Clause is deleted**
57.	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**
58.	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.
59.	GCC 39	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.
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.

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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.
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	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

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		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. 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.
67.	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

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		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.
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	**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

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		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 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.
70.	Annexure & Appendix to SCC	Enclosed herewith.

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