SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	GCC 1.0(n)	**Supplementing Sub-Clause GCC 1.1(n)** The Employer is: Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Sama Savli Road, Opp. Ambe Vidyalaya, Vadodara – 390 024
2.	GCC 1.0 (v)/ GCC 8.3.2	**Supplementing Sub-Clause GCC 1.1 (v) & GCC 8.3.2** The Owner is: **POWERGRID Mandsaur Transmission Limited** For the purpose of execution of the contract, the contractual activities shall be performed by the Employer "for and on behalf of the Owner" except in cases where the Owner itself is statutorily required to do so.
3.	GCC 1.0 (dd)	**Supplementing Sub-Clause GCC 1.0(cc)** Time for Completion shall be as per Appendix – IV to the SCC
4.	GCC 15.2 and 15.3	**Replaced with Appendix X**
5.	GCC 5.3/ 56.1	**The prices shall remain firm and fixed during the execution of the Contract.**
6.	GCC 8.3.2	**Additional** 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 or in the Form of unconditional Bank Guarantee/Insurance Surety Bond attached

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		hereto in the Section VI - Sample Forms and Procedures. Besides, the additional claim period for the performance security in the form of Bank Guarantee/Insurance Surety Bond shall be six (06) months beyond the end of validity period of the said instrument.
7.	GCC 51	**Supplementing GCC 51 with the following:** (i) Material: No material shall be supplied by POWERGRID under this contract. Item rates for all the items shall include cost of all material and taxes. (ii) Water Supply: Water for construction shall be arranged by the contractor at his own cost. (iii) Power Supply: In case available, it shall be provided on chargeable basis. The charges shall be at the prevailing tariff rate of State Electricity Board as prevalent for the nature of work at the work site at the time of award of work. POWERGRID will provide one point for electric connection. All electric fixtures and fittings shall be arranged by the Contractor. **In case the Power Supply is not available, the Contractor has to arrange the same at his own cost**.
8.	General	**Addition/ Deletion / Substitutions to the different section of the Bidding Documents** - The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning. - The words 'Bidding Documents' or 'NIT Documents' shall have the same meaning as the words 'Tender Documents'. These words / expressions have been used interchangeably and shall carry the same meaning. - The word 'Notice Inviting Tender' shall have the same meaning as the word 'Invitation for Bids'. These works have been used interchangeably and shall carry the same meaning. -
9.	GCC 64	**Add New Clause** POWERGRID Whistle Blower and Fraud Prevention Policy The Contractor along with its associate/ collaborators/ sub-

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		contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies. The Contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.
10.	Appendix to SCC	Enclosed herewith Appendix – I : Terms and Procedures of Payment Appendix – II : Price Adjustment Appendix – III : Contractor's Liabilities & Insurance Appendix – IV : Time Schedule Appendix – V : Safety Provisions Appendix – VI : Contract Coordination Procedure Appendix – VII: Performance Security Format Appendix – VIII: MSE format Appendix – IX: CONCILIATION Appendix – X: Appendix – XI: Code of Integrity for Public Procurement
11.	GCC SCHEDULE-A15vi) Aa	**Replace with New Clause** Percentage for the Change Proposal under this Clause shall be limited to Twenty-Five percent (25%). 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%. 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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		quantity shall be released at a rate to be decided after negotiation**.**
12.	GCC	**Additional Clause** The work shall be executed in accordance with the specifications stipulated in the Bill of Quantity and other tender documents read along with CPWD specifications. The contract documents forming the contract are to be taken as mutually explanatory to one another and in case of any varying or conflicting provisions in any of the documents, following order of preference shall be adopted. (a) Item Description in Bill of Quantities (b) Special Conditions of Contract, if any. (c) CPWD Specification (d) Approved drawings cleared for construction. (e) General Conditions of Contract (f) Scope of work (g) Technical Specifications
13.	GCC	**Add new Clause:** **43.0 POWERGRID Whistle Blower and Fraud Prevention Policy** **The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website** https://apps.powergrid.in/pgciltenders/u/default.aspx **and** https://www.powergrid.in/index.php/en/code-conductpolicies **The Contractor along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.**

----- End of Section- SCC ----