

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.	GCC 1.1(e) & 1.1(ee)	<p>Supplementing Sub-Clause GCC 1.1(e) & 1.1 (ee)</p> <p>The Time for Completion shall be as under :</p> <p>The entire work is scheduled to be completed in all respect within 9 months from the date of issue of Letter of Intimation to Award / Detailed Letter of Award.</p> <p>The successful bidder shall be required to submit a detailed programme of work to Engineer – in - Charge who will be at liberty to suggest modification / corrections keeping in view the priority of work to be undertaken.</p> <p>The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.</p>
2.	GCC 1.1(o)	<p>Supplementing Sub-Clause GCC 1.1(o)</p> <p>The Employer is:</p> <p>Power Grid Corporation of India Ltd., Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 560 064</p> <p><u>The address of Tender portal is replaced with</u> https://etender.powergrid.in.</p>
3.	GCC 1.1(w)	<p>Supplementing Sub-Clause GCC 1.1(w)</p> <p>The Owner is:</p> <p>Power Grid Corporation of India Ltd., Southern Region Transmission System-II, Near RTO Test Driving Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 560 064</p> <p><u>The address of Tender portal is replaced with</u> https://etender.powergrid.in.</p>
4.	GCC 1.1 (ff)	<p>Insert the following after GCC clause 1.1(ee)</p> <p>“Approval of the Employer” shall mean the written approval by the Employer of a document, a drawing or other particulars or matters in relation to the contract.</p>
5.	GCC Clause 4.1	<p><u>Replace GCC clause 4.1 with the following:</u></p> <p>4. Time for Commencement and Completion</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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>
6.	GCC 5.1.1	<p>Add the following at the end of the paragraph:</p> <p>In case of contract on Joint Venture, subject to Employer's prior approval, the partner who does not have experience in relevant area of EPC work, may undertake EPC work execution up to 25% of the total scope of the work in the Contract under hand holding/supervision of the partner having relevant experience. Similarly, if the partner of a Joint Venture who has only the experience to a specified extent, say 25%, such partner may also be permitted to execute up to 50% of the relevant scope of work. For this purpose, however, the Joint Venture agreement delineating the responsibilities and obligations of each partner shall be amended, as required based on request of Joint Venture during execution of the Contract. This shall, however, be subject to assessment that may be carried out by the Employer, if required.</p>
7.	GCC 5.7	<p><u>Adding New sub clause GCC 5.7:</u></p> <p>Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (hereinafter DMI&SP policy).</p> <p>The Contractor shall comply with the guidelines specified in the policy including subsequent amendments/ modifications, if any. Further, in case of iron and steel products (whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time) included in the BoQ/ scope of the package, the Contractor shall be required to provide the following requisite Certificate(s)/ Affidavit(s) in line with aforesaid policy:</p> <p>(i) Authorization Certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products (if applicable):</p> <p>In case the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of</p>

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		<p>Goods as under the package are sourced from domestic manufacturers other than the contractor, the contractor shall furnish Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products.</p> <p>Such certificate(s) shall be submitted by the contractor to the respective executing Region of POWERGRID, before supply of the said iron and steel products required under the contract, which shall be a condition precedent to release of associated progressive payment.</p> <p>(ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products:</p> <p>The contractor shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-.</p> <p>In case the Iron & Steel Products are sourced by the contractor, then the Affidavit of self-certification shall be issued by the contractor. Further, in case the Iron & Steel Products are to be sourced from Domestic manufacturer(s) other than the contractor, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s).</p> <p>Such Affidavit(s) shall be submitted by the contractor to the respective executing Region of POWERGRID, before supply of the said iron and steel products required under the contract, which shall be a condition precedent to release of associated progressive payment.</p> <p>(iii) A value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy.</p> <p>Such certificate shall be filed within 60 days of commencement of each half year, to the respective executing Region of POWERGRID and shall continue to be filed till the completion of supply of the said products.</p> <p>Further, if the Domestic manufacturer from whom the Contractor had</p>

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		<p>proposed to source the Iron & Steel products is changed during execution of the Contract, the Contractor shall furnish (i) authorization certificate, if applicable, (ii) affidavit of self-certification and (iii) value-addition certificate from the new Domestic manufacturer.</p> <p>In addition, DMI&SP policy shall also be applicable on inclusion of new/substituted items during post award stage which are covered under specified HS codes as per Appendix-A of the DMI&SP policy as revised from time to time.</p> <p>Violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder/contractor in this regard shall be dealt in line with provisions of the Integrity Pact.</p>
8.	GCC 9.2.2.	<p>Replace GCC 9.2.2 with the following</p> <p>The security shall be in the Form of unconditional Bank Guarantee attached hereto in Section VI - Sample Forms and Procedures. The security shall be discharged after completion of the facilities or relevant part thereof corresponding to which advance has been drawn.</p> <p>- Procedure for effective reduction in the Advance Payment Security</p> <p>The Advance Payment Security shall be allowed to be reduced every six (06) months after First Running Account Bill/Stage payment under the Contract if the validity of the Bank Guarantee is more than one year. The cumulative amount of reduction shall be allowed upto full value of the Bank Guarantee upon adjustment of the corresponding advance and certification to this effect by the Employer's representative. It should be clearly understood that reduction in the value of advance Bank Guarantee shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which reduction in the value of security is allowed.</p>
9.	GCC 9.3.1	<p>Supplementing Sub-Clause GCC 9.3.1</p> <p>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 as per the following:</p> <p>(i) Performance Security in the amount equivalent to Ten Percent (10%) of the Ex-works Price of (132kV/220KV/400kV class) AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker with a validity upto ninety (90) days beyond the Defect Liability Period for said equipment [refer GCC Sub-clause 22.2(i)].</p>

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		<p>(ii) Performance Security in the amount equivalent to Ten percent (10%) of the supply Contract Price for SF6 Gas Insulated Switchgear as per the provisions of Technical Specification, with a validity upto ninety (90) days beyond the Defect Liability Period for said equipment [refer GCC Sub-clause 22.2(ii)].</p> <p>(iii) Performance Security in the amount equivalent to Ten Percent (10%) of the balance Contract Price for all equipment/materials other than those specified in (i) and (ii) above, with a validity upto ninety (90) days beyond the Defect Liability Period, applicable for said equipment [refer GCC Sub-clause 22.2(iii)].</p> <p>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.</p> <p>Also, the successful bidder is required to arrange additional Performance Security(ies), for various equipment, if applicable, as per Technical Specifications. The above additional Performance Securities shall be submitted before release of first dispatch payment of respective equipment.</p>
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).
11.	GCC 9.3.1.2(d)	<p>Replace GCC 9.3.1.2(d) with the following:</p> <p>d) In case the Contractor fails to submit the performance security within 90 days of the Letter of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Contractor in future packages as non-responsive in line with ITB 13.6 and/or may terminate the Contract forthwith pursuant to GCC Clause 36.</p>
12.	GCC 9.3.2	<p><u>Replace GCC Clause 9.3.2 with the following:</u></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 or in the Form of unconditional Bank Guarantee/ Insurance Surety Bond attached hereto in the Section VI - Sample Forms and Procedures.</p> <p>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-</p>

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		<p>https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table><tr><td>Payment Category</td><td>Performance Security</td></tr><tr><td>Sub-category</td><td>Performance Security Payment-CC</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> <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-CC	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]
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13.	GCC 9.3.4	In case of award of the contract to a Joint Venture, the Bank Guarantees/ Insurance Surety Bond for performance security and the Bank Guarantee for advance payment shall be submitted in the name of all the partner(s) of the Joint Venture.										
14.	GCC 9.3.5	Add new sub Clause GCC 9.3.5 No interest shall be payable by the Employer on the performance Security.										
15.	Clause 9.3.6	<u>Addition new Sub-Clause GCC 9.3.6:</u> 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.										
16.	GCC 9.4	Replace Clause GCC 9.4 in SCC										

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		<p>Issuing Banks</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 as per para (b) above.</p>									
17.	GCC 9.4	<p>Supplementing GCC Clause 9.4 with the following</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> <table border="1"> <thead> <tr> <th>Name of the Bank and Address</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr> </thead> <tbody> <tr> <td>State Bank of India, 4th & 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001</td><td>SBIN0017313</td><td>10813608670</td></tr> <tr> <td>ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram</td><td>ICIC0002451</td><td>000705002702</td></tr> </tbody> </table> <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,</p>	Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India, 4 th & 5 th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670	ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702
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		<p>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>
18.	GCC 9.6	<p><u>Add new GCC Clause No. 9.6:</u></p> <p>9.6 Surety Insurer:</p> <p>The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).</p>
19.	GCC 11	<p><u>Supplementing GCC Clause 11 as follows in the Section-SCC:</u></p> <p>Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all 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.</p>
20.	GCC 14.2	<p>Supplementing GCC sub-clause 14.2</p> <p>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.</p>
21.	GCC 14.4	<p>Supplementing GCC sub-clause 14.2</p> <p>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.</p>
22.	GCC 15.1	<p>Replace GCC 15.1 as follows:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract. 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. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
23.	GCC 15.3	Replace the existing provision with the following: For items or parts of the Facilities not specified in the corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement for Supply of Goods Contract(s) , the Contractor may employ such Subcontractors as it may select, at its discretion.
24.	GCC 15.5	Adding New sub clause GCC 15.5 The Contractor shall sign the Integrity Pact with its Subcontractors before employing under the Contract.
25.	GCC 16.3.5	Replace the existing provision with the following: 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

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		Project Manager's instructions, provided that if the Contractor's view on the dispute gets uphold as a result of the Arbitration/Conciliation proceedings, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as decided in Arbitration/CCIE proceedings, and the Time for Completion shall be extended accordingly.
26.	GCC 17.4.3	<p>Addition new Sub-Clause GCC 17.4.3</p> <p>17.4.3 Material Acceptance Certificate</p> <p>As soon as the delivery of Plant and Equipment, in the opinion of the Contractor, has been completed as specified in the Technical Specifications, the Contractor shall so notify the Employer in writing alongwith the Undertaking for quality and performance of such Plant and Equipment. The Employer after inspection/physical verification shall notify the Contractor of defects and/or deficiencies, if any. The Contractor shall repair, replace or make good of any defect or of any damage or deficiencies and shall so notify the Employer in writing. The Employer after inspection/physical verification/ repair (as required)/ replacement (as required) shall issue to the Contractor an Material Acceptance Certificate in the form of Materials Receipt Certificate (MRC) verifying the date on which the supply of Plant and Equipment have been completed and accepted. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.</p>
27.	GCC Clause 18.1.3(a)	<p><u>Replace GCC Clause 18.1.3(a) with the following:</u></p> <p>(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled 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>) can also be employed by the Contractor. The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.</p>
28.	GCC Cl. 18.3.1.4	<p><u>Replace GCC Clause 18.3.1.4 with the following:</u></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</p>

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		course of employment..... (a)
29.	GCC 18.3.3.17	<p>Replace GCC 18.3.3.17 with the following:</p> <p>The Contractor shall deploy Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) in line with requirements as specified in the Safety Plan.</p> <p>The qualifications and experience, roles and responsibilities of the Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) shall be as prescribed in the Safety Plan.</p> <p>In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) under each Contract, as specified in the Safety Plan, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter or part thereof, on a pro-rata basis, till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s)) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26. Further, the Project Manager shall have the right at his sole discretion to stop the work in line with GCC Sub-Clause 18.3.3.19 till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s) is deployed by the Contractor.</p> <p>The name and address of such Safety Officers Safety Supervisor(s) /Safety Steward(s) of the Contractor will be promptly informed in writing to Project Manager or his authorised representative with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.</p>
30.	GCC 18.3.3.18	<p>Replace GCC 18.3.3.18 with the following:</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 4 hrs. of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.</p> <p>Notwithstanding above, in case of any fatal accident, the Board of Directors of Contractor shall review the incidence and a copy of Board's resolution signed by the Director/Company Secretary of the firm alongwith action plan for avoidance of such incidences in future shall be furnished promptly but no later than 60 days, to the Employer. Besides above, the CEO of the Contractor shall meet and apprise</p>

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		<p>POWERGRID APEX SAFETY BOARD alongwith the Board's resolution of the cause of the fatal accident occurred and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of the occurrence of the fatal accident. In case of failure of the Contractor to complete the above actions within 60 days, an extended period of 4 weeks is permitted to the Contractor to complete the same, along with a penalty of 0.05% of Contract Price as awarded, per week of delay or part thereof limited to Rs. 2.5 lakh per week, which shall be deposited in the Safety Corpus Fund. In case of failure of the Contractor to complete the above actions within the extended period of 4 weeks as above, the bids submitted by the Contractor shall be treated as non-responsive till completion of the same.</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p>
31.	GCC 18.3.3.23	<p>Replace GCC 18.3.3.23 with the following:</p> <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 recovery at the rate of Rs. 10,000/- per day or part thereof to be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to recovery mentioned in this Clause.</p>
32.	GCC 18.3.3.24	<p>Replace GCC 18.3.3.24 with the following:</p> <p>In case of an accident at Site or adjacent thereto, the Contractor shall be responsible for payment of a sum as indicated below to be deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:</p>

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		<table border="1"> <tr> <td>a</td><td>Fatal injury or accident causing death</td><td>Rs. 15,00,000/- per person</td></tr> <tr> <td>b</td><td>Major injuries or accident causing 25% or more permanent disablement</td><td>Rs. 5,00,000/- per person</td></tr> </table> <p>Permanent disablement shall have same meaning as indicated in Employee's Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Employee's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with Employer, such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.</p> <p>Notwithstanding above, while executing the Contract(s), in case of any permanent disablement in hands/legs due to any accident(s), the Contractor shall arrange to provide modern electronic artificial Limb (Hands/Legs) to the victims of the accident either through any NGO or directly and also provide necessary training to the victims to use the same. The cost/expenditure, if any, shall be borne by the Contractor and the details of the same shall be provided to POWERGRID for information. The above shall be in addition to the compensation payable to the victim as applicable.</p> <p>In case of first fatal accident, a warning letter shall be issued to the Contractor. In case of any subsequent fatal accident, the Contractor shall withdraw its Representative (Project Manager) immediately and shall appoint its Representative (Project Manager) afresh pursuant to GCC Clause 13.2. The Contractor's Representative (Project Manager) removed hereinabove, thereafter shall not be permitted to work in any of projects/works of the Employer.</p>	a	Fatal injury or accident causing death	Rs. 15,00,000/- per person	b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person
a	Fatal injury or accident causing death	Rs. 15,00,000/- per person						
b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person						
33.	GCC 18.3.3.25	<p>Replace GCC 18.3.3.25 with the following:</p> <p>Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated below additionally which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26:</p> <table border="1"> <tr> <td>a.</td><td>Upon 1st Fatal Accident</td><td>1% of the Contract price as awarded, limited to Rs. 50,00,000/-</td></tr> <tr> <td>b.</td><td>Upon 2nd Fatal</td><td>1.5% of the Contract price as awarded,</td></tr> </table>	a.	Upon 1st Fatal Accident	1% of the Contract price as awarded, limited to Rs. 50,00,000/-	b.	Upon 2nd Fatal	1.5% of the Contract price as awarded,
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Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
		<table><tr><td></td><td>Accident</td><td>limited to Rs. 75,00,000/-</td></tr><tr><td>c.</td><td>Upon 3rd Fatal Accident</td><td>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-</td></tr><tr><td>d.</td><td>Re-occurrence of Fatal Accident even after 3rd Fatal Accident</td><td>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident</td></tr></table>		Accident	limited to Rs. 75,00,000/-	c.	Upon 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-	d.	Re-occurrence of Fatal Accident even after 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident	
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		<p>For the purpose of calculation of the aforesaid amounts, ‘Contract price, as awarded’, shall mean the total Contract Price for both Supply of Goods and Services for the works/facilities as per the originally awarded Contract/Notification/ Letter of Award (where contract has not been signed) exclusive of any taxes & duties additionally payable/reimbursable by POWERGRID or any change/adjustment due to Price Variation or subsequent amendments to the Contract or Notification/Letter of Award (where contract has not been signed).</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable under the Contract to the JV in proportion to the price component of the scope of work of the respective partner. However, in case of shortfall in the recoveries of the due amount from any partner, the amount of such shortfall shall be recovered from the other partners(s) of JV.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable to the Contractor and the Associate under their respective contract(s) in proportion to the Contract Price of respective portion of scope, as awarded. However, if such monies to be recovered under any of the Contracts (say Services Contract), cannot be recovered from the concerned contractor (say Associate), it shall be suitably recovered from the other contracts (say CIF and Ex-works Supply contract).</p> <p>GST, if any, applicable on recoveries as mentioned at GCC Sub-Clause 18.3.3, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.</p>										
34.	GCC 18.3.3.28	<p>Replace GCC 18.3.3.28 with the following:</p> <p>The Contractor shall also submit ‘Safety Plan’ as per proforma specified in Section – Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein</p>										

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		<p>and as per check-list contained therein to the Engineer In-Charge for its approval within 30 days of Notification of award.</p> <p>Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of „Safety Plan“ alongwith all requisite documents and approval of the same by the Engineer In-Charge.</p>
35.	GCC 18.3.3.29	<p>Add new clause GCC 18.3.3.29 as follows:</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>
36.	GCC 19.7	<p>Replace the existing provision with the following:</p> <p>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.</p>
37.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable
38.	GCC 20.2.2.1 (II)	Deleted as Functional Guarantees are not applicable
39.	GCC 21.1	<p>Supplementing the Clause GCC 21.1 with the following:</p> <p>The Time for Completion shall be as under :</p> <p>The entire work is scheduled to be completed in all respect within 9 months from the date of issue of Letter of Intimation to Award / Detailed Letter of Award.</p> <p>The successful bidder shall be required to submit a detailed programme of work to Engineer – in - Charge who will be at liberty to suggest modification / corrections keeping in view the priority of work to be undertaken.</p> <p>The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.</p>

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40.	GCC 21.2	<p>Replace the existing GCC Sub-Clause 21.2 with the following:</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 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).</p> <p>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.</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 from any other of his obligations and liabilities under the Contract.</p>
41.	GCC 22.2	<p>Replace the first para of GCC Sub-Clause 22.2 with the following:</p> <p>“The Defect Liability Period shall be as under:</p> <p>(i) Sixty (60) months for (132kV/220KV/400kV/765kV class) AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker from the date of Taking Over /Completion of Facilities (or any part thereof). For the purpose of this clause, the Measurable Defects as per the Technical Specifications shall also be considered for AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker.</p> <p>(ii) Twelve (12) months from the date of Taking Over/ Completion of Facilities for SF6 Gas Insulated Switchgear.</p>

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		<p>In case, during contract execution, the SF6 Gas Insulated Switchgear is offered from the manufacturer who have established manufacturing/ testing facilities for Gas Insulated Switchgear (GIS) in India based on technological support of “Collaborator(s)” as per the provisions of Technical Specification, the Defect Liability period shall be Forty Eight (48) months from the date of Taking Over/ Completion of Facilities for SF6 Gas Insulated Switchgear and the Contractor shall be required to keep the validity of Contract Performance Guarantee accordingly, i.e, validity upto 90 days beyond Forty Eight (48) months for the said equipments.</p> <p>(iii) Twelve (12) months from the date of Taking Over/Completion of Facilities for all items other than those specified in (i) and (ii) above.</p>
42.	GCC 22.4, 22.5, 22.6 & 22.7	At all places in the clause, replace the word “Employer” with “Employer/Owner”.
43.	GCC 22.8	<p>Supplementing Sub-Clause GCC 22.8</p> <p>Upon correction of the defects in the (132kV/220KV/400kV/765kV class) AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker by repair/replacement, such repair/replacement shall have the Defect Liability Period of the said (132kV/220KV/400kV/765kV class) AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker extended by a period of 2 years from the time of such repair/replacement of the said (132kV/220KV/400kV/765kV class) AIS Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker to rectify the defect, or up to the expiry of period mentioned in GCC Sub-Clause 22.2, whichever is later.</p>
44.	GCC 22.8.1	<p>Supplementing Sub-Clause GCC 22.8.1</p> <p>The Contractor's liability for latent defects warranty for 132kV/ 145kV/220KV/245kV/400kV AIS Capacitive Voltage Transformer/ Current Transformer/Circuit Breaker shall be limited to period of five (05) years from the end of Defect Liability Period.</p>
45.	GCC 23	Deleted as Functional Guarantees are not applicable.
46.	GCC 24	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.

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47.	GCC 30.1(a) (I) (ii)	<p>Replace the existing Provision GCC 30.1(a) (I) (ii) as below:</p> <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 & Civil Commotion (SRCC) extension cover shall be taken.</p>
48.	GCC 33.1.1	<p>Replace the existing provision GCC 33.1.1 as below:</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>For the purpose of this Clause, Change is broadly categorized in the following three categories: -</p> <p>(i) <u>Existing item:</u> Any item existing in the BoQ in Contract.</p> <p>(ii) <u>Substituted item:</u> Any item which is to be included in lieu of an existing item in the BoQ in Contract.</p> <p>(iii) <u>New item:</u> Any item which was not originally included in the BoQ in Contract.</p>
49.	GCC 33.2.2	Deleted as not applicable
50.	GCC 33.2.3	<p>Replace the existing provision GCC 33.2.3 as below:</p> <p>If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all</p>

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		<p>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 agree on specific rates for valuation of the Change beyond the specified percentage in the manner specified at GCC Clause 33.2.4.1 b) below.</p> <p>For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.</p>
51.	GCC 33.2.3	<p>Supplementing Clause GCC 33.2.3</p> <p>Percentage for the Change Proposal under this Clause shall be limited to Fifteen (15) percent.</p>
52.	GCC 33.2.4	<p>Replace the existing provision with the following:</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>
53.	GCC 33.2.4.1	<p>Add New Clause as GCC 33.2.4.1:</p> <p><u>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> <ul style="list-style-type: none"> i) POWERGRID SOR (with suitable adjustment in regard to the Price Level) ii) Analysis of Delhi Schedule of Rates issued by CPWD and considering the declared factor for adjustment. 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

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		<p>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) & b) above.</p>
54.	GCC 33.2.4.1	<p>Add New Clause as GCC 33.2.4.2:</p> <p><u>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>
55.	GCC 33.2.4.3	<p>Add New Clause as GCC 33.2.4.3:</p> <p>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>
56.	GCC 33.2.4.4	<p>Add New Clause as GCC 33.2.4.4:</p> <p>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</p>

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		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.
57.	GCC 33.2.5	<p>Replace the existing provision with the following:</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 & 39/40.</p>
58.	GCC 34.2	<p>Replace the existing provision with the following:</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/Conciliation, pursuant to GCC Sub-Clause 39/GCC Sub-Clause 40.</p>
59.	GCC 36.2.1	<p>Replace GCC 36.2.1 with the following:</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</p>

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		<p>following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 36.2:</p> <ul style="list-style-type: none"> (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 (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 37. (c) 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. <p>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.</p>
60.	GCC 36.2.2	<p>If the Contractor</p> <ul style="list-style-type: none"> (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

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		<p>Facilities by the Time for Completion as extended,</p> <p>then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may have the option to 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.</p>
61.	GCC 36A	<p>Addition of new Clause GCC 36A</p> <p>GCC 36A: Partial Offloading</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>[In cases where Interest free advance is released with a time bound recovery, the same shall be adjusted as per the</p>

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		<p>instalments/duration of recovery defined in the contract. (Applicable for cases where Interest Free Advance is extended to the Contractor)]</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>36A.7 If the Employer completes the Facilities under the offloaded part, the cost of completing such Facilities by the Employer shall be</p>

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		<p>determined.</p> <p>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.</p> <p>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.</p> <p>The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>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.</p> <p>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.</p>
62.	GCC 36B	<p>Addition of new Clause GCC 36B</p> <p>GCC 36B: Facilitation</p> <p>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</p>

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		<p>Contractor for such minor supply items or 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.</p> <p>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.</p> <p>For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.</p> <p>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.</p> <p>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.</p>
63.	GCC 36.2.6	<p>Replace the existing provision GCC 36.2.6 as below:</p> <p>If the Employer completes the Facilities, the cost of completing the</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Facilities by the Employer shall be determined.</p> <p>If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 36.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.</p> <p>If such excess is greater than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Employer shall pay the balance to the Contractor. For facilitating such payment the Employer shall encash the Bank Guarantees/ Insurance Surety Bond of the Contractor available with the Employer and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Employer may have with the Contractor.</p> <p>The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p>
64.	GCC 38	<p>Replace the existing Provision GCC 38 as below:</p> <p>38. Settlement of Disputes</p> <p>38.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.</p> <p>38.2 If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.</p> <p>38.2.1 The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<p>by the Contractor of his intention to refer the matter for Arbitration/Conciliation within thirty (30) days of such decision/instruction.</p> <p>38.2.2 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.</p> <p>38.3 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.</p> <p>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.</p>						
65.	GCC 39	<p>Replace the existing Provision GCC 39 as below:</p> <p>39. Arbitration</p> <p>39.1 The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.</p> <p><u>Sole Arbitration</u></p> <p>The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:</p> <table border="1"> <tr> <th>Sl no:</th><th>Claim amount</th><th>Work Experience/Qualifications</th></tr> <tr> <td>1</td><td>< Rs. 10 Crore</td><td>Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt</td></tr> </table>	Sl no:	Claim amount	Work Experience/Qualifications	1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt
Sl no:	Claim amount	Work Experience/Qualifications						
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC		
				Judges/ High Court Judges.
		2	Rs.10 Crore- Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges
		<p>(a) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>(b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.</p> <p><u>Three member arbitral tribunal</u></p> <p>The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.</p>		

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>39.2 The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.</p> <p>In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.</p> <p>39.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.</p> <p>39.4 The decision of the sole arbitrator/the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.</p> <p>39.5 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.</p> <p>39.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
66.	GCC 40	<u>Addition of new Clause GCC 40 as per following:</u>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>40. Conciliation</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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.</p> <p>40.4 The Standard Operating Procedure for the conciliation mechanism shall be as follows:</p> <ul style="list-style-type: none"> i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute. ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA). iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. 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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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 Arbitration proceedings or the laid down legal process of Courts.</p> <p>40.5 In cases of disputes pending before the Arbitration Tribunals or the Courts, both 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). 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. However, the parties may resume the Arbitration proceedings or take recourse to any other legal remedies in the event of the conciliation proceedings not being successful.</p> <p>40.6 During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
67.	GCC 41	<p>Addition of new Clause GCC 41</p> <p>GCC 41: Contractor's Claims</p> <p>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.</p> <p>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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>apply.</p> <p>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.</p> <p>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.</p> <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none"> 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 <p>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.</p>
68.	GCC 42	<p><u>Add new clause as per the following:</u></p> <p>J. PRE DEFINED EVENTS</p> <p>42. POWERGRID has a Policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below:</p> <ol style="list-style-type: none"> 1. Termination# of Contract due to Contractor's default 2. Encashment of CPG due to non-performance 3. Repeated failure of major Equipment while in service 4. Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract 5. More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor 6. Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>) <p># Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.</p> <p>*For the purpose of working out 50% of the Contract, following shall be taken into account:</p> <p>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</p> <p>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</p> <p>The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.</p> <p>In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.</p>
69.	GCC 43	<p>Add new Clause GCC clause 43:</p> <p>43.0 POWERGRID Whistle Blower and Fraud Prevention Policy</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 https://apps.powergrid.in/pgciltenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies.</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</p>

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		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.
70.	Appendix-I to SCC	Enclosed herewith

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