**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**Construction of Stores Complex consisting of Closed, Semi closed Stores, Storage Platforms, Parking shed for Boom lift, etc. for Kurnool-III PS** **under Transmission System for evacuation of power from RE sources in Kurnool Wind Energy Zone (3000MW)/ Solar Energy Zone (1500MW) Part-A and Part-B.**

**Specification No: SR-I/C&M/WC-3321 /2023/RFx:5002002956(SR1/NT/W-CIVIL/DOM/B00/23/07088)**

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** |
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|  | 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 ‘Bidder’ shall have the same meaning as the word ‘Tenderer’. These words 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. * The provision relating to Joint Venture/ Bids from Joint Venture appearing in the bidding Documents stand deleted as Joint Venture Bid is not applicable for subject package. |
|  | GCC 1.0(a) | **Supplementing Sub-Clause GCC 1.0 (a)**  **The Owner is:**  Power Grid Corporation of India Limited,  Southern Region Transmission System - I,  Regional Head Quarters,  Kavadiguda Main Road,  Secunderabad – 500 080  Telephone No.: +91-40-27546649; |
|  | GCC 1.0(b) | Accepting Authority shall be the authority competent, as per the Delegation of Powers of POWERGRID, to approve the award of work |
|  | GCC 1.0(g) | **Supplementing Sub-Clause GCC 1.0 (g)**   1. Station-in-Charge, Kurnool-III Pooling Station will be the Engineer-in-charge for the subject work. The address of the Engineer-in-charge is as follows:   **765/400/220kV Kurnool-III Pooling Station,**  **Nandipadu Village, Kolimigundla Mandal,**  **Nandyala Dt – 518123, Andhra Pradesh**  **E-mail :** [**brmakula@powergrid.co.in**](mailto:brmakula@powergrid.co.in)  **Contact: Sri.M.B.Rao, Sr.DGM, M –9440908981** |
|  | GCC 1.0(i) iv) | The authority competent to decide if ‘any other cause’ of delay is beyond control of contractor shall be the Engineer-in-charge. |
|  | GCC 4.1 | **Supplementing Sub-Clause GCC 4.1**  Location  The work shall be carried out at  **765/400/220 kV Kurnool-III Pooling Station.**  The address of location of the work is as follows:  Power Grid Corporation of India Ltd.,  **765/400/220 KV POOLING STATION**  **Nandipadu Village, Kolimigundla Mandal, Nandyal Dt.**  **Andhra Pradesh -518123**  **E-mail :**  Contact: Sri.M.B.Rao, Sr.DGM, M – 9440908981  Scope of Work :   1. Construction of Stores Complex consisting "Closed & Semi-closed Stores, Storage platforms for TL & SS materials, Parking shed for Boom lifts, Oil filter machines, sand bed, CLR insulator hangers, Spare equipment foundations, etc., for proposed 765/400/220 KV Kurnool-III substation, situated in Nandipadu Village, Kolimigundla mandal, Nandyal Dist(AP) 2. Contractor may visit site prior to quoting their rates to assess the quantum & nature of work, availability of resources/construction material, site condition, etc., and for having better idea of work. 3. The rates quoted by the agency inclusive of cost of material, labor, incidentals and all taxes, duties levies etc by state/central authorities, except GST. 4. The contractor shall make his own assessment on the availability of all resources, existing tax structure etc to avoid any complication during the execution of work. 5. The stone for using in RR masonry works shall be the hard stone as per POWERGRID Technical specifications/latest CPWD Specifications. 6. The contractor shall pay Seignorage on all natural material required for this work. For this, the agency has to submit to POWERGRID the proof of payment to the concerned department for the material consumed on monthly/RA Bill basis. If the contractor fails to submit the above for the previous Month/RA Bill, then POWERGRID will deduct/Hold the calculated amount from the next bill payable. 7. The Entire work shall be completed within a period of Eighteen Months including RAINY Season from the seventh day LOA. 8. Price variation shall be paid as per Clause No.55 of GCC (General conditions of contract) 9. The work shall be executed in accordance with the specifications stipulated in the bill of quantities and other bidding documents read along with POWERGRID Technical Specification, CPWD Specifications-2019 and latest IS Codes. 10. The contractor at no extra cost to POWERGRID shall arrange all tests on materials and finished products as required in Field Quality Plan No:C/QA&I/SFQP/Site-civil-2020/Rev-04 enclosed along with the bidding documents. 11. POWERGRID will not supply water and electricity for construction works. Contractor shall make his own arrangements for construction water & power. In case, POWERGRID provides water and electricity for construction purpose on the request of contractor, recovery shall be made @1% of contract value for water and at actuals for electricity. In such situations, water and electricity will be given at one point at job site to be decided by Engineer–in-charge. Further, distribution arrangement shall be made by the contractor on his own. 12. The Contractor shall supply all materials including cement and steel required for the work conforming to the specifications. Cement & Steel shall be from approved vendors of POWERGRID with the approval of Engineer-in-charge. 13. Samples of all materials required for construction shall be submitted for approval of the Engineer-in-charge prior to placing the order for procurement. All samples shall be tested as per the frequency specified in Standard Filed Quality Plan for Civil works of Site awarded Packages(attached with bidding documents). 14. Provisions of special conditions of contract supersede that of relevant clauses in General Conditions of Contract and Standard Technical Specifications for Civil works. 15. Agency should engage minimum one Civil engineer (Graduate/Diploma) and sufficient other staff for smooth execution of works to maintain progress & quality records as required. 16. POWERGRID is IMS Certified organization. Agency needs to maintain all documents required to ensure the IMS procedure. 17. The agency should submit weekly/monthly schedule for the work and also regular progress reports along with photos taken at site. 18. Utmost care shall be taken at site for implementation of all safety norms. 19. Work shall be completed in all respect within schedule completion period. If fails applicable LD will be imposed as per the provisions. 20. Agency should attend to the meeting as when called by POWERGRID and also should represent during the site inspections by Sr. Officials, Quality/Vigilance/IMS Teams. |
|  | GCC 8.2 | Supplementing Sub-Clause GCC 8.2   * 1. The contractor has to submit Contract Performance Guarantee (CPG) as a guarantee towards the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.   2. Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects   3. The contractor shall submit the Contract Performance Guarantee (CPG) as follows:      1. Bank Guarantee equal to Ten Percent (10%) of the Contract Price from (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 ` 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) as per list mentioned herein under only in favour of the Power Grid Corporation of India Ltd, within 30 days from the date of Notification of Award/ Letter of Award. The Bank Guarantee shall be valid up to ninety (90) days beyond the completion of Warranty period for the contract.      2. The Bid Guarantee/ EMD furnished with the bid shall be returned to the Contractor after acceptance of the above Bank Guarantee by POWERGRID.      * 1. Alternatively, the contractor may opt for the submission of Contract Performance Guarantee (CPG) in following forms:      1. In case, the earnest money submitted by the contractor along with the bid is in the form of Insurance Surety Bond or Fixed Deposit Receipt from a commerical or Demand Draft or Pay Order or Bankers’ Cheque, then same shall be converted to Initial Security Deposit. Thereafter, balance amount towards the Security Deposit of 10% of Contract Price shall be deducted from the initial bills. This deduction shall be continued till the total amount towards Security Deposit reaches Ten Percent (10%) of the Contract Price.      2. In case the EMD submitted by the contractor along with the bid is in the form of Bank Guarantee, then Security Deposit of 3% of Contract Price shall be deducted from the initial bills. Bank Guarantee towards EMD shall be returned after full deduction of Security Deposit @3% of contract price. Further, in such a case, the validity of Bank Guarantee towards EMD shall be ensured till the full deduction towards Security Deposit   2. Bank Guarantee towards CPG and SD shall be returned to the Contractor within ninety (90) days after the satisfactory completion of `Defect Liability Period’ under the Contract.   3. No interest shall be payable to the Contractor against EMD/SD/CPG. |
|  | GCC 8.4 (b) | **Supplementing Sub-Clause 8.4 (b)**  List of Eligible Scheduled Commercial Private Indian Banks   1. Axis Bank Limited 2. Development Credit Bank Limited 3. Federal Bank Limited 4. HDFC Bank Limited 5. IndusInd Bank Limited 6. ING Vysya Bank Limited 7. Karnataka Bank Limited 8. Karur Vysya Bank Limited 9. Kotak Mahindra Bank Limited 10. Ratnakar Bank Limited 11. South Indian Bank Limited 12. Yes Bank Limited 13. ICICI Bank Limited |
|  | GCC 9.3 | Standard Field Quality Plan applicable for the package shall be  Doc. No: C/QA&I/SFQP/SITE-CIVIL-2012/REV-04 |
|  | GCC 11.0 | Supplementing Clause GCC 11.0  The entire work is scheduled to be completed in all respect within 18 (Eighteen) months from the date issue of Notification of award/LOA. |
|  | GCC 13.3 | **Add new Clause after Clause GCC 13.3**  **13.4 During** the execution of the contract, POWERGRID reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms & conditions. The quantity of individual item can vary upto **±**100%. However, the total variation shall be limited to **± 25%** of the contract price on the same rates, terms & conditions. |
|  | GCC 16.0  16.10 | **Add new Clause after Clause GCC 16.9**  **Material:** No material shall be supplied by POWERGRID under this contract and the bidder should accordingly quote rates. Item rates for all the items shall include cost of all material and taxes. |
|  | GCC 18.2 | **Supplementing Sub-Clause GCC 18.2 with the following :**   1. The Contractor shall be responsible for the safety during all activities at the Site. 2. The Contractor shall:    1. comply with all applicable safety regulations and Laws;    2. comply with all applicable safety obligations specified in the Contract;    3. ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor’s workmen /employees shall also be considered as the Contractor’s employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor. 3. All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer’s Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard. 4. The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge. 5. The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment. 6. The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).   In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.   1. In case of any accident-    1. The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws.    2. The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim. 2. POWERGRID’s Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. 3. It is mandatory for the Contractor to observe the following during the execution of the works:    1. Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/ gang.    2. Contractor shall procure (if required) sufficient quantity of Earthing equipment /Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.    3. The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.    4. Contractor shall provide communication facilities as per requirement i.e. Walky – Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.    5. The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.    6. Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.    7. First-aid box should be available at site. 4. The Contractor shall provide safe working conditions to all workmen and potable /safe drinking water for workers at site /at camp with required hygiene and sanitation. 5. The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:    1. Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.    2. Safety Policy/ Safety Document of the Contractor’s company.    3. Contractor shall also submit list of identified emergency facilities available at nearby site.    4. Health checkup of all workers from competent agencies/ departments before deployment at site.    5. Documentary evidences in regard to compliance to various statutory requirements i.e. License’s (Labor license, electrical license, explosive etc.), certificates & registration’s (BOCW), Insurance (WC policy/ ESIC, public liability etc.) 6. In case of accidents, the following methodology will be adopted:    1. **In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls** **within the 06 months reckoned from the date of the first fatal accident.**    2. **Subsequent to bidder’s involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.**    3. **For every subsequent fatal accident in same financial year bids shall be considered non-responsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.**    4. **Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.** 7. Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the “Safety Corpus Fund’”.  |  |  |  | | --- | --- | --- | | a. | Upon 1st accident causing fatal / accident causing 25% or more permanent disablement. | 1% of the Contract price, as awarded. | | b. | Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement. | 2% of the Contract price, as awarded. | | c. | Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident | 3% of the Contract price, as awarded. |   For the purpose of recovery under this clause, the count of accident shall be package wise.  The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.   1. 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. |
|  | GCC 34.1 | **Supplementing Sub-Clause 34.1**  Liquidated damages for delay under the contract shall be a sum equivalent to 0.05% of Contract Value for every day of delay subject to a maximum of 5**%** **(Five)** percent of the total Contract Price. |
|  | GCC 36.1 | **Supplementing Sub-Clause 36.1**  Defect Liability Period shall be One (01) year from the date of `Taking Over’ by the Engineer-in-Charge |
|  | GCC 49.1 | **Supplementing Sub-Clause 49.1 with the following**  POWERGRID will supply water on availability at free of cost for construction works at one point within the Sub-station premises. The contractor has to make his own arrangements for extending the water supply line at his own cost. If no water is available with POWERGRID, the agency has to make their own arrangement at no extra cost to POWERGRID. Similarly, electricity if available shall be supplied on cost to cost basis. For this, the agency has to draw line from the POWERGRID source within the premises of sub-station and provide meter at their own cost. All the dues on account of the above will be recovered from running bills from time to time. |
|  | GCC 53.1 | **Supplementing Sub-Clause 53.1**  Interim Bills can be submitted **Monthly** |
|  | GCC 53.5 | **Add new Clauses after Clause GCC 53.5**  53.6 Payments shall be released from PPPFC (POWERGRID Payment Processing & Facilitation Center), Bengaluru.  53.7 Bills along with all details of measurement sheets shall be submitted by the contractor to the Engineer-in-charge.  53.8 First Payment shall be released only after submission of following documents:     * 1. Acknowledged Copy of Notification of Award issued by POWERGRID for the work   2. Contract Agreement signed by the Contractor & POWERGRID for the work   3. Copy of the License obtained under Contract Labour (Regulation and Abolition) Act 1970   4. GST Registration number |
|  | GCC 55.1 | **Replace Sub-Clause 55.1 with the following:**  **CONTRACT PRICE ADJUSTMENT FOR INSTALLATION**  55.1 The formula for calculation of the monthly price adjustments for Installation [including civil works but excluding survey, soil investigation and aviation signal for river crossing towers(if any)] price component shall be as under:  I. **Installation Price Component [including Civil Works but excluding ‘Supply & Placement of Reinforcement Steel’, ‘Concreting’]**  ER1 = ER0 [0.20 + 0.80 x (L1/L0)] - ER0  Where,  ER1 = Price adjustment amount payable on Installation price component (excluding supply & placement of steel and concreting) for each billing.  ER0 = Value of erection work done (excluding supply & placement of steel and concreting) in billing period as established by Contract.  A = **Wholesale Price Index Number for `HSD’(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**)**  L = Indian field labour index – namely All India average consumer price index for Industrial Workers (monthly) (Base: 2001= 100), as published by Labour Bureau, Shimla, Government of India ([www.labourbureau.nic.in](http://www.labourbureau.nic.in/)).  II. **Supply and Placement of Reinforcement Steel**    ER1 = ER0 [0.20 + 0.10 x (A1/A0) + 0.5 x (L1/L0) + 0.65x (B1/B0)] – ER0  Where,  ER1 = Price adjustment amount payable on price components of Supply and Placement of Steel.  ER0 = Value of supply & placement of steel in billing period as established by Contract.  A = **Wholesale Price Index Number for `HSD’(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**)**.  B = **Wholesale Price Index Number for `Manufacture of Basic Metals’(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**).**  L = Indian field labour index – namely All India average consumer price index for Industrial Workers (monthly) (Base: 2001= 100), as published by Labour Bureau, Shimla, Government of India ([www.labourbureau.nic.in](http://www.labourbureau.nic.in/)).  III. **Concreting :**    ER1 = ER0 [0.20 + 0.2 x (A1/A0) + 0.1 x (L1/L0) + 0.30x (B1/B0) + 0.20 x (C1/C0)] – ER0  Where,  ER1 = Price adjustment amount payable on price components of concreting.  ER0 = Value of concreting in billing period as established by Contract.  A = **Wholesale Price Index Number for `HSD’(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**).**  L = Indian field labour index – namely All India average consumer price index for Industrial Workers (monthly) (Base: 2001= 100), as published by Labour Bureau, Shimla, Government of India ([www.labourbureau.nic.in](http://www.labourbureau.nic.in/)).  B = **Wholesale Price Index Number for `Manufacture of cement, lime and plaster’(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry (**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**).**  C = **Wholesale Price Index Number for `Cutting, shaping and finishing of stone’(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(**[**www.eaindustry.nic.in**](http://www.eaindustry.nic.in/)**).**  55.1.2 i) Subscript 'o' will correspond to thirty (30) days prior to date of opening of Bids.  ii) Subscript '1' will correspond to the month of billing.  55.1.3 The total price adjustment amount for Installation (including civil works) price component shall not be subject to any ceiling whatsoever.  55.2 The Bidders are required to estimate and indicate the values of different coefficients for each of the items in the price variation formulae within the specified range such that their summation is as specified in the Bidding Documents. Where no value or ‘-’ or ‘shall be furnished later’ is specified against the coefficient, the same will be deemed to be zero and the fixed component would be suitably adjusted. If the values of all coefficients in price variation formulae indicated by the Bidder are within the specified range but their sum exceeds the summation specified in the Bidding Documents, the values of the coefficients shall be pro-rata adjusted such that the summation remains as per the provisions of the Bidding Documents. If the values of all coefficients indicated by the Bidder are within the specified range but their summation is less than the value specified in the Bidding Documents, the values of the coefficients as indicated by the Bidder shall be considered as such and the fixed component in the price variation formulae would be suitably adjusted. Further, if any of values of the coefficients indicated by the Bidder is out of the range specified in the Bidding Documents, the lower of the values, as indicated by the Bidder vis-à-vis lower value of the range for that coefficient specified in the Bidding Documents, shall be considered and the fixed component would be suitably adjusted.  55.3 The above price adjustment provision shall be invoked by either party subject to the following further conditions:  a) For the purpose of Price Adjustment on ex-works price components of the equipment, the date of shipment for Goods shall mean scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of despatch, governed by the accepted PERT Network/Bar Chart. Similarly, for the purpose of Price Adjustment on Installation price component, the Billing period shall mean the billing period as per Contract time schedule i.e., the agreed Bar Chart or actual period, whichever is earlier. The Billing period for various Installation activities will be as per agreed Installation Bar Chart indicating monthly schedule of Installation activities for completion of works. However, when the Employer’s specific approval for advancement of shipment/installation activities has been obtained in such case the said advanced date shall be treated as the schedule date of shipment/installation activities for the purpose of working out the price adjustment payable.    No price increase shall be allowed beyond the original delivery/ Installation dates unless specifically stated in the Time Extension Letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delivery of Goods/ Installation beyond the original delivery/Installation dates. Therefore, in case of delivery of Goods/Installation beyond the original delivery/ Installation dates, the liability of the Employer shall be limited to the lower of the price adjustment amount which may work out either on schedule date or actual date of despatch of Goods/ Installation.  b) In case IEEMA does not publish any of the price indices, as mentioned above, the Bidder shall indicate any nationally recognised published index for respective items and the source of the same shall be furnished in the Bid.  c) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.  d) If the Price Adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.  e) The Contractor shall promptly submit price adjustment invoices for the supplies made/work done, positively within three (3) months from the date of shipment/ work done, whether it is positive or negative. |

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