

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

Package name: WC-4777: Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO

**SPECIFICATION No.: SR2/NT/W-AIS/DOM/C00/26/04775
(RFx no.-5002005253)**

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> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Duration in Months from the date of Notification of Award</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Taking Over by the Employer upon successful Completion of</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO SPECIFICATION No.: SR2/NT/W-AIS/DOM/C00/26/04775 (RFx no.- 5002005253)</td> <td style="text-align: center;">11 (Eleven) months</td> </tr> </tbody> </table>		Description	Duration in Months from the date of Notification of Award	Taking Over by the Employer upon successful Completion of		Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO SPECIFICATION No.: SR2/NT/W-AIS/DOM/C00/26/04775 (RFx no.- 5002005253)	11 (Eleven) months
Description	Duration in Months from the date of Notification of Award								
Taking Over by the Employer upon successful Completion of									
Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO SPECIFICATION No.: SR2/NT/W-AIS/DOM/C00/26/04775 (RFx no.- 5002005253)	11 (Eleven) months								
		<p>Replace GCC 1.1(e) with the following:-</p> <p>"Completion" means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities (or a specific part thereof where specific parts are specified in the SCC) has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed (wherever applicable), as provided in GCC Sub-Clause 20.1 (Completion of Facilities) hereof.</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>							

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above
2.	GCC 1.1 (h)	Replace Sub-Clause GCC 1.1 (h) with following: “Contract Price” means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement, subject to such additions or deductions therefrom, as may be made pursuant to the Contract.
3.	GCC 1.1(w)	<p>Supplementing Sub-Clause GCC 1.1(w) :</p> <p>The Owner is:</p> <p>M/s Tamil Nadu Transmission Corporation Ltd. (TANTRASNCO), N.P.K.R.R. Maaligai, 144 Anna Salai, Chennai-600002</p> <p>The Employer is:</p> <p>Power Grid Corporation of India Limited, SRTS-II RHQ, Singanayakanahalli, Yelahanka, Bengaluru -560064.</p> <p>The GM (C&M), Mobile: +91- 9366839196 / 9449599004</p> <p>Email : pidaparthi@powergrid.in amitverma@powergrid.in;</p> <p>The address of Tender portal is replaced as below:- https://etender.powergrid.in.</p>
4.	GCC 1.1(z)	Engineer In-charge is as below: - Station In Charge, Power Grid Corporation of India Limited, 400KV Pugalur HVAC Substation, Karur

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Karur - Coimbatore Main Road K. Paramathy Post Karur, TN-639 111 Email: karurss@powergrid.in - Mobile- 9445021005
5.	GCC 1.1(dd)	"Taking Over" means the Employer's written acceptance of the Facilities under the Contract, after successful Trial-Operation for the specified period in accordance with the Contract (wherever applicable), as provided in GCC Sub-Clause 20.1.5.
6.	GCC 1.1(ff)	Addition of new Clause GCC 1.1 (ff) as per following: "Balance Works" means the Facilities (or part thereof) remaining to be executed as on the date of Commissioning which shall be tied up with the Contractor prior to Commissioning in line with GCC 20.1.2.7.1. "Approval of the Owner/ Employer" shall mean the written approval by the Employer of a document, a drawing or other particulars or matters in relation to the contract.
7.	GCC 2.1.1	Replace Sub-Clause GCC 2.1.1 with following: 2.1.1 The Contracts to be entered into with the successful Bidder shall be as under: For providing all Supply of Goods and services for "Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S under consultancy services to TANTRANSCO" and any other services specified in the Contract Documents.
8.	GCC 4.1	Replace the para with the following: 4. Time for Commencement and Completion 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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>corresponding Appendix - 4 (Time Schedule) to the Contract Agreement.</p> <p>4.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.</p>
9.	GCC 5.7	<p>Insert at GCC 5.7 as follows:</p> <p>Vide Notification dated 8th May 2017, and its revision dated 01st April 2025 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 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,</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p data-bbox="643 312 1520 390">which shall be a condition precedent to release of associated progressive payment.</p> <p data-bbox="578 1772 1520 1915">Further, if the Domestic manufacturer from whom the Contractor had proposed to source the Iron & Steel products is changed during execution of the Contract, the Contractor shall furnish authorization certificate,</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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 with in line with the provisions of the Integrity Pact / CIPP.</p>
10.	GCC 5.8	<p><u>Adding New sub clause GCC 5.8:</u></p> <p>Vide order dated 15/06/2017 and its revision dated 19/07/2024, Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India has published Public Procurement (Preference to Make in India) Order, 2017(PPP-MII Order).</p> <p>In conjunction with the above order, Ministry of Power has issued by 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' (MoP order) order dated 16/11/2021.</p> <p>The Contractor shall comply with the provisions of the PPP-MII order and MoP Order including subsequent amendments/modifications, if any</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>In case the Contractor does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local , a penalty of 10% of the contract value (excluding GST) shall be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>Further, auditor's/ accountant's certificates (as the case may be) submitted by the Contractor verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Contractor will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact and Code of Integrity in Public Procurement.</p> <p>Contractor may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.</p>
11.	GCC 6.6	<p>Replacing Sub-Clause GCC 6.6</p> <p>The Employer shall be responsible for the continued operation of the Facilities after Taking Over, in accordance with GCC Sub-Clause 20.1.5. However, the bidder shall be responsible for Maintenance during Defect Liability Period and during AMC (if any) thereafter in accordance with provisions of Technical Specifications.</p>
12.	GCC 8.3	<p><u>Adding New sub clause GCC 8.3:</u> All invoices against this package shall be raised in the name of the owner i.e. M/s Tamil Nadu Transmission Corporation Ltd. (TANTRASNCO), N.P.K.R.R. Maaligai, 144 Anna Salai, Chennai-600002</p>
13.	GCC 9.2.2	<p>Replace GCC 9.2.2 as follows:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>The security shall be in the Form of unconditional Bank Guarantee or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI), 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/Insurance Surety bond is more than one year. The cumulative amount of reduction shall be allowed up to full value of the Bank Guarantee/Insurance surety bond 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/Insurance surety bond 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>
14.	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/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker (As applicable) with a validity up to ninety (90) days beyond the Defect Liability Period for said equipment [refer GCC Sub-clause 22.2(i)].</p> <p>(ii) Performance Security in the amount equivalent to Ten Percent (10%) of the balance Contract Price for all equipment/materials (Supply + Services) other than those specified in (i) above, with</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>a validity up to ninety (90) days beyond the Defect Liability Period, applicable for said equipment [refer GCC Sub-clause 22.2(ii)].</p> <p>The performance security(ies) shall be extended by the Contractor from 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>
15.	GCC 9.3.1.2 (b)	Replace the Clause reference GCC 9.3.1.1 appearing in second line with Clause GCC 9.3.1.2(a)
16.	GCC 9.3.1.2 (d)	<p>Replace the Clause 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 Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by 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>
17.	GCC 9.3.2	<p>Replace Sub-Clause GCC 9.3.2</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/Owner as stipulated in SCC in the Form of unconditional Bank Guarantee/Insurance Surety Bond attached hereto in the Section VI - Sample Forms and Procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay. Powergrid. in, a link of which is provided on the POWERGRID website www.powergrid.in. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
		Payment Category	Performance Security
		Sub-category	Performance Security Payment-SR-II
		Name of Depositor	Name of the Contractor/ Collaborator/ Tower manufacturer/ Licensor etc.
		Vendor Code, if applicable	POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing
		Payment Remarks	Performance Security for [enter the name of the contract and last four digits of the CA number]
		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.	
18.	GCC 9.3.3	If the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty.	
19.	GCC 9.3.4	Replace Sub-Clause GCC 9.3.4 with following: 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.	
20.	GCC 9.3.5	Add new sub-Clause GCC 9.3.5: No interest shall be payable by the Employer on the performance Security.	
21.	GCC 9.3.6	Add new sub-Clause GCC 9.3.6: During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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.
22.	GCC 9.3.7	Add new sub-Clause GCC 9.3.7: For every increase in Contract Price exceeding 10% of the Contract Price as originally set forth in the Contract Agreement, Performance Security shall be increased corresponding to the revised Contract Price. Similarly, for every decrease in Contract Price exceeding 10% of the Contract Price as originally set forth in the Contract Agreement, the Contractor shall have the option to decrease the amount of Performance Security corresponding to the revised Contract Price.
23.	GCC 9.3.8	Further, after successful completion of Defect Liability Period of any part of the Facilities for which separate Time for completion has been specified in the SCC, the Contractor shall have the option to reduce Performance Security(ies) by the amount corresponding to Contract Price for that part. However, if the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for other part(s) of the facilities for which a separate Time for Completion is specified in the SCC, the reduction of Performance Security(ies) as brought out above shall not be permitted by the Employer.
24.	GCC 9.4	Replace Clause GCC 9.4: Issuing Banks: The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either: (a) by a Public Sector Bank located in India, or (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		(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.						
25.	GCC 9.4	<p><u>Supplementing GCC Clause 9.4 with the following:</u></p> <p>The contractor has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Advance Payment Security and Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="581 978 1511 1257"> <thead> <tr> <th data-bbox="581 978 1057 1098">Name of the Bank and Address</th> <th data-bbox="1057 978 1284 1098">IFSC Code</th> <th data-bbox="1284 978 1511 1098">POWERGRID Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="581 1098 1057 1257">State bank of India Ltd, 294, RACECOURSE ROAD, BANGALORE KARNATAKA-560001</td> <td data-bbox="1057 1098 1284 1257">SBIN0006198</td> <td data-bbox="1284 1098 1511 1257">10363892935</td> </tr> </tbody> </table> <p><i>Note: Above account details can be used for the issuance of Bank Guarantee using SFMS Platform.</i></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>	Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.	State bank of India Ltd, 294, RACECOURSE ROAD, BANGALORE KARNATAKA-560001	SBIN0006198	10363892935
Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.						
State bank of India Ltd, 294, RACECOURSE ROAD, BANGALORE KARNATAKA-560001	SBIN0006198	10363892935						
26.	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>						
27.	GCC 10.6	<u>Replace the existing provision with the following:</u>						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The owner shall deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
28.	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. At all places in the Clause, replace the word "Employer" with "Employer/Owner".</p>
29.	GCC 14.2	<p>Replacing clause GCC 14.2 with the following:</p> <p>Program of Performance</p> <p>Within twenty-eight (28) days after the date of Notification of Award, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract (L2 Network) in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commissioning the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract.</p> <p>The program so submitted by the Contractor shall accord with the Time Schedule included in Appendix-4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion under GCC Sub-Clause 4.2 and any extension granted in accordance with GCC</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Clause 34 and shall submit all such revisions to the Project Manager.</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>
30.	GCC 14.4	<p>Replacing clause GCC 14.4 with the following:</p> <p>Progress of Performance</p> <p>If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 14.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 4.2, any extension thereof entitled under GCC Sub-Clause 34.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.</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>
31.	GCC 15.1	<p>Replace GCC 15.1 as follows:</p> <p>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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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.</p> <p>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.</p>
32.	GCC 15.3	<p>Replace the existing provision with the following:</p> <p>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.</p>
33.	GCC 15.5	<p>Adding New sub clause GCC 15.5:</p> <p>The Contractor shall sign the Integrity Pact with its Subcontractors before employing the Contract.</p>
34.	GCC 16.3.5	<p>Replace the existing provision with the following:</p> <p>If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that 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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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.</p> <p>The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Contractor's view on the dispute gets uphold as a result of the Arbitration/Conciliation proceedings, 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.</p>
35.	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 notify the Employer in writing along with 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>
36.	GCC 18.1.3 (a)	<p>Replace GCC 18.1.3 (a) with the following:</p> <p>The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>labor as is necessary for the proper and timely execution of the Contract. Labours having “Recognition of Prior Learning” (RPL) Certification (<i>under Pradhan Mantri Kaushal Vikas Yojana(PMKVY)</i>) shall be given priority and can be employed by the Contractor.</p> <p>The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.</p>
37.	GCC 18.3.1.4 (a)	<p>Replace GCC 18.3.1.4 (a) with the following:</p> <p>(a) Employee’s Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p>
38.	GCC Clause 18.3.3.2	<p>Modify the clause as below-</p> <p>18.3.3.2.1 The Contractor shall be responsible for the safety during all activities at the Site.</p> <p>18.3.3.2.2 The Contractor shall:</p> <ul style="list-style-type: none"> a. comply with all applicable safety regulations and Laws; b. comply with all applicable safety obligations specified in the Contract; c. ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor’s workmen /employees shall also be considered as the Contractor’s employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.
39.	GCC sub-clause 18.3.3.5	<p>Append the following at the end of the sub-clause -</p> <p>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.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
40.	GCC sub-clause 18.3.3.11	<p>Append the following at the end of the sub-clause -</p> <p>The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.</p>
41.	GCC sub-clause 18.3.3.15	<p>Append the following at the end of the sub-clause -</p> <p>The equipment must be declared safe by the Engineer-in-charge and a permit to work/Sanction for test/Permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.</p>
42.	GCC 18.3.3.17	<p>Replace GCC 18.3.3.17 with the following:-</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>
43.	GCC 18.3.3.18	<p>Replace GCC 18.3.3.18 with the following:</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>
44.	GCC clause 18.3.3.19	<p>The clause is being replaced with the following -</p> <p>POWERGRID's Engineer-in-charge or his deputed representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.</p>
45.	GCC 18.3.3.23	<p>Replace GCC 18.3.3.23 with the following:</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>
46.	GCC 18.3.3.24	<p>Replace GCC 18.3.3.24 with the following:</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
47.	GCC 18.3.3.25	<p data-bbox="581 317 1192 348">Replace GCC 18.3.3.25 with the following:</p> <p data-bbox="581 380 1520 527">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" data-bbox="581 558 1463 1146"> <tbody> <tr> <td data-bbox="581 558 634 747">a.</td> <td data-bbox="634 558 1052 747">Upon 1st accident causing Fatal/ Accident causing 25% or more permanent disablement.</td> <td data-bbox="1052 558 1463 747">1% of the Contract price as awarded.</td> </tr> <tr> <td data-bbox="581 747 634 936">b.</td> <td data-bbox="634 747 1052 936">Upon 2nd accident causing fatal/ Accident causing 25% or more permanent disablement.</td> <td data-bbox="1052 747 1463 936">2% of the Contract price as awarded.</td> </tr> <tr> <td data-bbox="581 936 634 1146">c.</td> <td data-bbox="634 936 1052 1146">Re-occurrence of accidents causing Fatal/accident causing 25% or more permanent disablement even the 2nd accident.</td> <td data-bbox="1052 936 1463 1146">3% of the Contract price as awarded.</td> </tr> </tbody> </table> <p data-bbox="581 1188 1520 1461">For the purpose of recovery under this clause, the count of accidents shall be package wise. The amount deposited in safety corpus fund shall be utilized for general awareness for contract workers across POWERGRID (Owned as well as consultancy).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> <p data-bbox="581 1503 1520 1860">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>	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 accidents causing Fatal/accident causing 25% or more permanent disablement even the 2 nd accident.	3% of the Contract price as awarded.
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 accidents causing Fatal/accident causing 25% or more permanent disablement even the 2 nd accident.	3% of the Contract price as awarded.									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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>
48.	GCC 18.3.3.28	<p>Replace GCC 18.3.3.28 with the following:</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>
49.	GCC 18.3.3.29	<p>Add new clause GCC 18.3.3.29 with the following:</p> <p>(As per safety provisions for regional/Site packages attached in vol-II.)</p>
50.	GCC 19.7	<p><u>Replace the existing provision with the following:</u></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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
51.	GCC 20.1.2.7, 20.1.2.7.1 20.1.2.7.2	<p>20.1.2.7 As soon as possible after Pre-commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract.</p> <p>20.1.2.7.1 The Contractor is under obligation to complete all pending items, howsoever minor it may be, before proceeding for Commissioning so that the Facilities are fully in accordance with the requirements of the Contract.</p> <p>However, in case the Contractor fails to complete the outstanding minor items as per GCC Clause 20.1.2.7 above, a list of such pending minor items shall be tied up with the Contractor prior to Commissioning and the same shall be considered as Balance Works as defined at GCC 1.(ff).</p> <p>For completion of such Balance Works, an additional period of 90 days beyond successful trial-operation as per GCC Clause 20.1.4 of the Facilities or Time for Completion (extended period thereof as per GCC Clause 34, if any), whichever is later, shall be provided to the Contractor, failing which Employer shall levy liquidated damages (LD) as Per GCC Clause 21.2.</p> <p>For the purpose of levying LD, Balance Works shall be treated as Part Facilities with a separate time for Completion. The LD for Balance Works shall however be under the overall limit of five percent (5%) of the Contract Price for the whole of the Facilities (or a part for which a separate time for completion is agreed) as provided at GCC Clause 21.2.</p> <p>Notwithstanding the above, post completion of all the pending items as per the detailed price break-up in Contract under the ambit of Balance Works, no further LD shall be leviable on certain other minor items under Balance Works remaining pending for the facilities to be fully in accordance with the requirements of the Contract.</p> <p>Further, granting additional time for completion of Balance Works to the Contractor shall in no way dilute Employer's right to levy LD on portion constituting Balance Works for delays incurred till Completion of commissioned Facilities.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>20.1.2.7.2 In case there are still pending items to be completed post lapse additional period for Balance Works as per GCC 20.1.2.7.1 and exhaustion limit LD for Balance Works or whole Facilities (or part which separate time completion agreed) line with GCC 21.2, whichever earlier, Employer undertake such completion and deduct costs thereof from any monies owing Contractor.</p>
52.	GCC 20.1.5	<p>Taking Over</p> <p>20.1.5.1 Upon successful Trial-Operation of the Facilities or any part thereof, pursuant to GCC Sub-Clause 20.1.4, the Project Manager shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. 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> <p>For Balance Works</p> <p>Upon physical completion of Balance Works under the Facilities or any part thereof, pursuant to GCC Sub-Clause 20.1.1, the Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.1, notify the Contractor in writing of any defects and/or deficiencies. The Contractor shall promptly attend to such defects/deficiencies and shall again notify the Employer in writing. If further defects and/or deficiencies are not notified by the Project Manager and if the Project Manager is satisfied that Physical completion of Facilities or that part thereof have been successfully completed, then the Project Manager shall within twenty-one (21) days after receipt of the Contractor's notice, issue a Taking Over Certificate for such Balance Works.</p> <p>20.1.5.2 If within twenty-one (21) days after receipt of the Contractor's notice, the Project Manager fails to issue the Taking Over Certificate or fails to inform the Contractor .in writing of the justifiable reasons why the Project Manager has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's said notice.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<p>20.1.5.3 Upon Taking Over of the Facilities or any part thereof, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.</p>						
53.	GCC20.2.1	Deleted as Guarantee Tests are not applicable.						
54.	GCC 20.2.2.1 (II)	Deleted as Functional Guarantees are not applicable.						
55.	GCC 21.1	<p>Supplementing the Clause GCC 21.1 with the following:</p> <p>Time for Completion:</p> <table border="1" data-bbox="581 940 1511 1423"> <thead> <tr> <th data-bbox="581 940 1187 1104">Description</th> <th data-bbox="1187 940 1511 1104">Duration in Months from the date of Notification of Award</th> </tr> </thead> <tbody> <tr> <td data-bbox="581 1104 1187 1182">Taking Over by the Employer upon successful Completion of</td> <td data-bbox="1187 1104 1511 1182"></td> </tr> <tr> <td data-bbox="581 1182 1187 1423">Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO</td> <td data-bbox="1187 1182 1511 1423">11 (Eleven) Months</td> </tr> </tbody> </table>	Description	Duration in Months from the date of Notification of Award	Taking Over by the Employer upon successful Completion of		Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO	11 (Eleven) Months
Description	Duration in Months from the date of Notification of Award							
Taking Over by the Employer upon successful Completion of								
Construction of Two nos. of 230kV bays for TANTRANSCO at 400kV Pugalur POWERGRID S/S" under consultancy services to TANTRANSCO	11 (Eleven) Months							
56.	GCC 21.2	<p>Replace GCC 21.2 with the following:</p> <p>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</p>						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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 damage 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>
57.	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 Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker (As applicable)) 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 Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker.</p> <p>(ii) Twelve (12) months from the date of Taking Over/Completion of Facilities for all other items other than those specified in (i) above.</p>
58.	GCC 22.4, 22.5, 22.6 & 22.7	At all places in the clause, replace the word “Employer” with “Employer/Owner”.
59.	GCC 22.8	Supplementing Sub-Clause GCC 22.8

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Upon correction of the defects in the (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker (as applicable) by repair/replacement, such repair/replacement shall have the Defect Liability Period of the said (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker extended by a period of 02(Two) years from the time of such repair/replacement of the said (132kV/220KV/400kV/765kV class) 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.
60.	GCC 22.8.1	Supplementing Sub-Clause GCC 22.8.1 with the following: The Contractor's liability for latent defects warranty for (132kV/220KV/400kV/765kV class) Current Transformer/ Capacitive Voltage Transformer / Circuit Breaker (as applicable) shall be limited to period of five (05) years from the Taking Over /Completion of Facilities (or any part thereof).
61.	GCC 23	Deleted as Functional Guarantees are not applicable
62.	GCC 24	Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable.
63.	GCC 24.1	Supplementing Clause GCC 24.1: Bidder shall confirm the guaranteed performance or efficiency of the equipments in response to the Technical Specifications.
64.	GCC 30.1(a) (I) (ii)	Replace the existing Provision GCC 30.1(a) (I) (ii) as below: Transit Insurance Policy for indigenous equipment Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
65.	Clause 30.3	<p>Replace the existing Provision GCC 30.3 as below:</p> <p>The Contractor shall, in accordance with the provisions of the corresponding Appendix - 3 (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) and premium paid certificates/receipts as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer, through email to the Project Manager or his authorized representative, by insurers prior to cancellation or material modification of a policy. Further, in case insurance premium is paid at periodic intervals and not in one single installment, the Contractor shall ensure timely payment of such premiums on or before the due date for payment of such premiums and shall submit to the Employer the premium paid certificates/receipts as proof of timely payment of premiums, within 7 days of payment of premium.</p>
66.	GCC 33.1.1	<p>Replace GCC 33.1.1 as per following:</p> <p>Subject to GCC Sub-Clauses 33.2.5 and 33.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> <p>For the purpose of this Clause, Change is broadly categorized in the following three categories: -</p> <p>(iii) <u>Existing item</u>: Any item existing in the BoQ in Contract.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>(iii) <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> <p>For the said purpose, carrying out Local Transportation, In-transit insurance, loading and unloading (hereinafter referred to as F&I) shall be considered as a Change under the aforesaid provision. Prices regarding F&I charges shall be finalized with the Contractor based on actual destination decided by Employer prior to scheduled dispatch of the equipment in the following manner:</p> <p>i) After decision in respect of Destination has been taken by Employer, Contractor shall be asked to submit F&I charges for the finalized destination along with documentary evidence towards justification of prices such as copy of Rate Contract entered into by Contractor, Quotation etc. This activity shall be started preferably five months prior to the scheduled dispatch of the Equipment.</p> <p>ii) Based on the same and in consultation with the Employer, Prices towards F&I charges, so finalized, shall become part of the Contract.</p> <p>iii) All the activities pertaining to finalization of F&I charges shall be finished preferably three months prior to the scheduled dispatch of the Equipment.</p>
67.	GCC 33.2.3	<p>Replacing clause GCC 33.2.3 with the following:</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 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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>than the percentage specified in SCC, the Employer and the Contractor shall mutually agree on specific rates for valuation of the Change beyond the specified percentage 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>
68.	GCC 33.2.3	<p>Supplementing Clause GCC 33.2.3</p> <p>During the execution of the contract, POWERGRID reserves the right to increase the quantities of the items under the contract but without any change in the base unit price in the contract, and other terms & conditions. The overall variation shall be limited to ± 15% (Fifteen percent) of the Contract Price on the same rates, terms and conditions.</p>
69.	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 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>
70.	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>
71.	GCC 33.2.4	<p>Replace the existing Provision GCC 33.2.4 as below:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change and all matters therein related to the change. For arriving at such rates for the valuation of change, following guidelines are hereby specified: -</p> <p>33.2.4.1 For New items: -</p> <p>b) 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"> iv) POWERGRID SOR (with suitable adjustment in regard to the Price Level) iv) Analysis of Delhi Schedule of Rates issued by CPWD and considering the declared factor for adjustment. iv) Based on the rates of that item available in other Contracts/LOAs: For this purpose, average of rates of that item available in other awards placed during last 02 years for the same region, after suitable extrapolation, wherever required, to bring it to current level and after effecting price adjustment, if any, required on account of mismatch of specifications may be used. 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>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> <p>33.2.4.2 For Substitute items:</p> <p>For arriving at the rate for Substitute item, the rate for the Existing item (to be substituted) and Substitute item shall be</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>arrived in a similar manner as stipulated at para GCC 33.2.4.1 b) above.</p> <p>(a) If the arrived rate for the Substitute item so determined is more than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so increased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p> <p>(b) If the arrived rate for the Substitute item so determined is less than the arrived rate of the Existing item (to be substituted), the rate payable to the Contractor for the Substitute item shall be the rate for the Existing item (to be substituted) as per Contract so decreased to the extent of difference between the arrived rates of Substitute item and the Existing item (to be substituted).</p> <p>33.2.4.3 Based on the agreed rates for valuation of the change as above and all matters therein related to the change, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.</p> <p>33.2.4.4 In case the rate for a New item is finalized on the basis of similar item available in the Contract as per GCC 33.2.4.1 a) above, such rate shall be subject to further Price adjustment as per Appendix-2 to the Contract Agreement, as applicable, to the Contract item based on which the rate has been arrived at. However, for all other cases, the rate so finalized shall not be subject to any further adjustment as per Appendix-2 to the Contract Agreement.</p>
72.	GCC 33.2.5	<p><u>Replace the existing provision with the following:</u></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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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>
73.	GCC 34.2	<p><u>Replace the existing provision with the following:</u></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>
74.	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 following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GCC Sub-Clause 36.2:</p> <p>(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt</p> <p>(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 37.</p> <p>(c) 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> <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>
75.	GCC 36.2.2	<p>Replacing clause GCC 36.2.2 with the following:</p> <p>If the Contractor</p> <p>(a) has abandoned or repudiated the Contract</p> <p>(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.</p> <p>(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.</p> <p>(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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Contractor can attain Completion of the Facilities by the Time for Completion as extended, then the Employer may, without prejudice to any other rights it may 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>
76.	GCC 36A	<p><u>Addition of new Clause GCC 36A as per following:</u></p> <p>36A. Partial Offloading:</p> <p>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>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>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</p>

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

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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>
77.	GCC 36B	<p><u>Addition of new Clause GCC 36B as per following:</u></p> <p>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 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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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.</p> <p>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>
78.	GCC 36.2.6	<p><u>Replace Clause GCC 36.2.6 with the following:</u></p> <p>If the Employer completes the Facilities, the cost of completing the 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</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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>
79.	GCC 38	<p><u>Replace Clause GCC 38 with the following:</u></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 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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
		<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>									
80.	GCC 39	<p><u>Replace Clause GCC 39 with the following:</u></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 empaneled 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" data-bbox="672 1522 1510 1885"> <thead> <tr> <th data-bbox="672 1522 781 1604">Sl no:</th> <th data-bbox="781 1522 1008 1604">Claim amount</th> <th data-bbox="1008 1522 1510 1604">Work Experience/Qualifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="672 1604 781 1801">1</td> <td data-bbox="781 1604 1008 1801">< Rs. 10 Crore</td> <td data-bbox="1008 1604 1510 1801">Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired District Judges/ High Court Judges.</td> </tr> <tr> <td data-bbox="672 1801 781 1885">2</td> <td data-bbox="781 1801 1008 1885">Rs.10 Crore-Rs.25 Crore</td> <td data-bbox="1008 1801 1510 1885">Sole arbitrator- Retired High Court/ Supreme Court Judges</td> </tr> </tbody> </table>	Sl no:	Claim amount	Work Experience/Qualifications	1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired District Judges/ High Court Judges.	2	Rs.10 Crore-Rs.25 Crore	Sole arbitrator- Retired High Court/ Supreme Court Judges
Sl no:	Claim amount	Work Experience/Qualifications									
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired District Judges/ High Court Judges.									
2	Rs.10 Crore-Rs.25 Crore	Sole arbitrator- Retired High Court/ Supreme Court Judges									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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 data-bbox="578 310 1521 426">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 data-bbox="672 470 1521 779">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 data-bbox="578 825 1521 1052">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 data-bbox="578 1098 1521 1373">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 data-bbox="578 1419 1521 1850">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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		39.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
81.	GCC 40	<p><u>Addition of new Clause GCC 40 as per following:</u></p> <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,</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>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/defense, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.</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 workload 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.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.</p> <p>vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</p> <p>vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</p> <p>viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.</p> <p>40.5 In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>remedies would be open to the parties 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>
82.	GCC 41	<p>Add new clause GCC 41 as per following:</p> <p>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 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>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<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> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(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> <p>(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager. The Project Manager may agree with the Contractor or estimate a different additional payment (if any) to which the Contractor is entitled under the Contract. The payments in respect of such claims shall be settled once in a quarter, unless otherwise specified.</p>
83.	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 as mentioned below reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events and corresponding period of non-responsiveness are as below:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC		
		Sr. No	Event	Period for which bids shall be considered as non-responsive/ not eligible
		1	Termination# of Contract due to Contractor's default	1 year
		2	Encashment of CPG due to non-performance. \$	1 year
		3	Repeated failure of major Equipment while in service	1 year
		4	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year
		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	1 year
		6	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)-	Till the firm comes out of Resolution process
		<p># Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.</p>		

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p><i>\$The same shall exclude case of CPG encashment due to non-performance of the contractor for balance works, under supply-cum-installation contracts involving commissioning.</i></p> <p><i>*For the purpose of working out 50% of the Contract, following shall be taken into account:</i></p> <p style="padding-left: 40px;"><i>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p style="padding-left: 40px;"><i>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></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>
84.	GCC 43	<p>Add new Clause GCC clause 43: 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 working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
85.	GCC 44	<p>Add new Clause GCC clause 44: 44.0 Standard Field Quality Plan</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The applicable SFQP for the subject work is C/FQA/SFQP/AIS Bay Extn / Rev-00 dated 01.10.2025 (refer Volume-II of Bidding Documents).
86.	Appendix to SCC	<p>Enclosed herewith as Appendix- I, II & III</p> <p>Appendix- I - Environmental Management Plan Appendix -II- Code of Integrity for public procurement Appendix - III- Supplier code of conduct</p>
87.	Type tests	If any of the type tests are not conducted (or) not valid as per TS/GTR, the contractor shall carry out the same without any financial implications to POWERGRID and also without affecting the completion schedule of the LOA.

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