

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

## SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the General Conditions of Contract (GCC)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
1.	GCC 1.1(e) & 1.1(ee)	<p><b>Supplementing Sub-Clause GCC 1.1(ee)</b></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;">Activities</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></td> </tr> <tr> <td style="text-align: center;"><b>Making Temporary Bypass Arrangement for HT (33kV and 11kV) &amp; LT (415V) line crossings during stringing of 765KV Kurnool-III -Maheshwaram D/c Transmission Line</b></td> <td style="text-align: center;"><b>12 Months</b></td> </tr> </tbody> </table>	Activities	Duration in Months from the date of Notification of Award	Taking Over by the Employer upon successful Completion of:		<b>Making Temporary Bypass Arrangement for HT (33kV and 11kV) &amp; LT (415V) line crossings during stringing of 765KV Kurnool-III -Maheshwaram D/c Transmission Line</b>	<b>12 Months</b>
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2.	GCC 1.1(o)	<p><b>Supplementing Sub-Clause GCC 1.1(o)</b></p> <p>The Employer is:</p> <p><b>POWER GRID CORPORATION OF INDIA LIMITED,</b>            Southern Region - 1 Headquarters,            Kavadiguda Main Road,            Secunderabad (Telangana) - 500080.            Contact Person: Manogna C L, Chief Manager (C&amp;M)            E-mail: <a href="mailto:manognareddy@powergrid.in">manognareddy@powergrid.in</a>            Land Line No.: +91(0)40-27546649; 9440908948</p>						
3.	GCC 1.1(w)	<p>The Employer is:</p> <p><b>POWER GRID CORPORATION OF INDIA LIMITED,</b>            Southern Region - 1 Headquarters,            Kavadiguda Main Road,            Secunderabad (Telangana) - 500080.            Contact Person: Manogna C L, Chief Manager (C&amp;M)            E-mail: <a href="mailto:manognareddy@powergrid.in">manognareddy@powergrid.in</a>            Land Line No.: +91(0)40-27546649; 9440908948            Fax: 0712-2650430/2641366</p>						

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4.	GCC 4.1	<p><b>Replace GCC 4.1 with the following:</b></p> <p><b>4.1 Time for Completion is the essence of Contract.</b> The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 21.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix - 4 (Time Schedule) to the Contract Agreement.</p>
5.	GCC 8.0	<p><b>Terms of Payment</b> Attached in Appendix-1 to SCC</p>
6.	GCC 9.3.1	<p><b>Replacing Para 1 of GCC 9.3.1 with the following:</b></p> <p>The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to <b>Ten (10%)</b> of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p> <p><b>Performance security may be furnished in the form of <del>Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form,</del> safeguarding the purchaser's interest in all respects. In case of global tender enquiry, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities</b></p>
7.	GCC 9.3.2	<p><b>Replace Sub-Clause GCC 9.3.2</b></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 attached hereto in the Section VI - Sample Forms and Procedures.</p> <p><b>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-</b></p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
		<p data-bbox="564 353 1479 495"><a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a>. While making online payment towards performance security, the bidder shall choose Segment as "Suppliers" and fill in details as follows:</p> <table border="1" data-bbox="564 524 1455 909"> <tr> <td data-bbox="564 524 874 562">Payment Category</td> <td data-bbox="874 524 1455 562">Performance Security</td> </tr> <tr> <td data-bbox="564 562 874 600">Sub-category</td> <td data-bbox="874 562 1455 600">Performance Security Payment-SR-I</td> </tr> <tr> <td data-bbox="564 600 874 701">Name of Depositor</td> <td data-bbox="874 600 1455 701">Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td> </tr> <tr> <td data-bbox="564 701 874 801">Vendor Code, if applicable</td> <td data-bbox="874 701 1455 801">POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing</td> </tr> <tr> <td data-bbox="564 801 874 909">Payment Remarks</td> <td data-bbox="874 801 1455 909">Performance Security for ..... [enter the name of the contract and last four digits of the CA number]</td> </tr> </table> <p data-bbox="564 931 1479 1061">The copy of 'Online Payment Acknowledgement - Suppliers' generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.</p>	Payment Category	Performance Security	Sub-category	Performance Security Payment-SR-I	Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.	Vendor Code, if applicable	POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing	Payment Remarks	Performance Security for ..... [enter the name of the contract and last four digits of the CA number]
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8.	GCC 9.3.3	<p data-bbox="564 1070 1217 1104">Replace existing GCC clause 9.3.3 with following:</p> <p data-bbox="564 1137 1479 1491">Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, 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 <b>Ten percent (10%)</b> of the value of the component covered by the extended warranty.</p> <p data-bbox="564 1525 1479 1597">The performance security of a joint venture shall be in the name of joint venture.</p>										
9.	GCC 9.3.5	<p data-bbox="564 1635 975 1668"><b>Add new sub Clause GCC 9.3.5</b></p> <p data-bbox="564 1702 1479 1774">No interest shall be payable by the Employer on the performance Security.</p>										
10.	GCC 9.3.6	<p data-bbox="564 1814 975 1848"><b>Add new sub Clause GCC 9.3.6</b></p> <p data-bbox="564 1881 1479 1944">During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order</p>										

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		/banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.
11.	GCC 9.4	<p><b>Replace Clause GCC 9.4</b></p> <p>The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.</p>
12.	GCC 11	<p><b>Supplementing the GCC Clause 11 with the following:-</b></p> <p><b>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.</b></p>
13.	GCC 13.5.2.1(c)	<p><b>Replace GCC Clause 13.5.2.1 (c) with the following:</b></p> <p>If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause:</p>

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		<p data-bbox="563 356 1477 539">“POWERGRID as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <ul style="list-style-type: none"> <li data-bbox="611 577 1477 761">i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</li> <li data-bbox="611 799 1477 1055">ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</li> <li data-bbox="611 1093 1477 1348">iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</li> <li data-bbox="611 1386 1477 1487">iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</li> <li data-bbox="611 1525 1477 1917">v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</li> </ul>

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		<p>“Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;</p>
14.	GCC 18.1.3	<p><b>Replace GCC 18.1.3 (a) with the following:</b></p> <p>(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. <b>Labour having “Recognition of Prior Learning”(RPL) Certification (under Pradhan Mantri Kaushal Vikas Yojana(PMKVY)) can also be employed by the Contractor.</b></p> <p>The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC &amp; ST persons, that has the necessary skills.</p>
15.	GCC 18.3.1.4	<p><b>Replace GCC 18.3.1.4 (a) with the following:</b></p> <p><b>(a) Employee’s Compensation Act 1923:</b> The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p>
16.	GCC 18.3.3.17	<p><b>Replace GCC 18.3.3.17 with the following:</b></p> <p><b>The Contractor shall deploy Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) in line with requirements as specified in the Safety Plan.</b></p> <p><b>The qualifications and experience, roles and responsibilities of the Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) shall be as prescribed in the Safety Plan.</b></p> <p><b>In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) under each Contract, as specified in the Safety Plan, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter or part thereof, on a pro-rata basis, till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause</b></p>

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		<p>18.3.3.26. Further, the Project Manager shall have the right at his sole discretion to stop the work in line with GCC Sub-Clause 18.3.3.19 till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s) is deployed by the Contractor.</p> <p>The name and address of such Safety Officers Safety Supervisor(s) /Safety Steward(s) of the Contractor will be promptly informed in writing to Project Manager or his authorised representative with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.</p>
17.	GCC 18.3.3.18	<p><b>Replace GCC 18.3.3.18 with the following:</b></p> <p>In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than <b>4 hrs.</b> of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.</p> <p>Notwithstanding above, in case of any fatal accident, the Board of Directors of Contractor shall review the incidence and a copy of Board's resolution signed by the Director/Company Secretary of the firm alongwith action plan for avoidance of such incidences in future shall be furnished promptly but no later than 60 days, to the Employer. Besides above, the CEO of the Contractor shall meet and apprise POWERGRID APEX SAFETY BOARD alongwith the Board's resolution of the cause of the fatal accident occurred and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of the occurrence of the fatal accident. In case of failure of the Contractor to complete the above actions within 60 days, an extended period of 4 weeks is permitted to the Contractor to complete the same, along with a penalty of 0.05% of Contract Price as awarded, per week of delay or part thereof limited to Rs. 2.5 lakh per week, which shall be deposited in the Safety Corpus Fund. In case of failure of the Contractor to complete the above actions within the</p>



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		<p>extended period of 4 weeks as above, the bids submitted by the Contractor shall be treated as non-responsive till completion of the same.</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p>						
18.	GCC 18.3.3.23	<p><b>Replace GCC 18.3.3.23 with the following:</b></p> <p>If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, a <b>recovery</b> at the rate of Rs. 10,000/- per day or part thereof to be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to <b>recovery</b> mentioned in this Clause.</p>						
19.	GCC 18.3.3.24	<p><b>Replace GCC 18.3.3.24 with the following:</b></p> <p><b>In case of an accident at Site or adjacent thereto</b>, the Contractor shall be responsible for payment of a sum as indicated below to be deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:</p> <table border="1" data-bbox="587 1787 1444 1912"> <tbody> <tr> <td data-bbox="587 1787 635 1872">a</td> <td data-bbox="635 1787 1150 1872">Fatal injury or accident causing death</td> <td data-bbox="1150 1787 1444 1872">Rs. 15,00,000/- per person</td> </tr> <tr> <td data-bbox="587 1872 635 1912">b</td> <td data-bbox="635 1872 1150 1912">Major injuries or accident causing</td> <td data-bbox="1150 1872 1444 1912">Rs. 5,00,000/- per</td> </tr> </tbody> </table>	a	Fatal injury or accident causing death	Rs. 15,00,000/- per person	b	Major injuries or accident causing	Rs. 5,00,000/- per
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		<table border="1" data-bbox="587 353 1444 398"> <tr> <td data-bbox="587 353 635 398"></td> <td data-bbox="635 353 1150 398">25% or more permanent disablement</td> <td data-bbox="1150 353 1444 398">person</td> </tr> </table> <p data-bbox="560 439 1477 837">Permanent disablement shall have same meaning as indicated in <b>Employee's</b> Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the <b>Employee's</b> Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with Employer, such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.</p> <p data-bbox="560 887 1477 1245">Notwithstanding above, while executing the Contract(s), in case of any permanent disablement in hands/legs due to any accident(s), the Contractor shall arrange to provide modern electronic artificial Limb (Hands/Legs) to the victims of the accident either through any NGO or directly and also provide necessary training to the victims to use the same. The cost/expenditure, if any, shall be borne by the Contractor and the details of the same shall be provided to POWERGRID for information. The above shall be in addition to the compensation payable to the victim as applicable.</p> <p data-bbox="560 1294 1477 1570">In case of <b>first fatal accident</b>, a <b>warning letter shall be issued to the Contractor</b>. In case of <b>any subsequent fatal</b> accident, the Contractor shall withdraw its Representative (Project Manager) immediately and shall appoint its Representative (Project Manager) afresh pursuant to GCC Clause 13.2. The Contractor's Representative (Project Manager) removed hereinabove, thereafter shall not be permitted to work in any of projects/works of the Employer.</p>		25% or more permanent disablement	person
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20.	GCC 18.3.3.25	<p data-bbox="560 1619 1114 1653"><b>Replace GCC 18.3.3.25 with the following:</b></p> <p data-bbox="560 1682 1477 1832">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="560 1868 1453 1921"> <tr> <td data-bbox="560 1868 624 1921">a.</td> <td data-bbox="624 1868 916 1921">Upon 1st Fatal</td> <td data-bbox="916 1868 1453 1921"><b>1% of the Contract price as awarded,</b></td> </tr> </table>	a.	Upon 1st Fatal	<b>1% of the Contract price as awarded,</b>
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			Accident limited to Rs. 50,00,000/-
		b. Upon 2nd Fatal Accident	1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-
		c. Upon 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-
		d. Re-occurrence of Fatal Accident even after 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident
<p>For the purpose of calculation of the aforesaid amounts, 'Contract price, as awarded', shall mean the total Contract Price for both Supply of Goods and Services for the works/facilities as per the originally awarded Contract/Notification/ Letter of Award (where contract has not been signed) exclusive of any taxes &amp; duties additionally payable/reimbursable by POWERGRID or any change/adjustment due to Price Variation or subsequent amendments to the Contract or Notification/Letter of Award (where contract has not been signed).</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable under the Contract to the JV in proportion to the price component of the scope of work of the respective partner. However, in case of shortfall in the recoveries of the due amount from any partner, the amount of such shortfall shall be recovered from the other partners(s) of JV.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable to the Contractor and the Associate under their respective contract(s) in proportion to the Contract Price of respective portion of scope, as awarded. However, if such monies to be recovered under any of the Contracts (say Services Contract), cannot be recovered from the concerned contractor (say Associate), it shall be suitably recovered from the</p>			

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		<p>other contracts (say CIF and Ex-works Supply contract).</p> <p>GST, if any, applicable on recoveries as mentioned at GCC Sub-Clause 18.3.3, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.</p>				
21.	GCC 18.3.3.28	<p><b>Replace GCC 18.3.3.28 with the following:</b></p> <p>The Contractor shall also submit 'Safety Plan' as per proforma specified in Section - Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein and as per check-list contained therein to the Engineer In-Charge for its approval <b>within 30 days of Notification of award.</b></p> <p>Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of „Safety Plan“ alongwith all requisite documents and approval of the same by the Engineer In-Charge.</p>				
22.	GCC 18.3.3.29	<p><b>Add new clause GCC 18.3.3.29 with the following:</b></p> <p><b>Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.</b></p>				
23.	GCC 20.2.1	Deleted as Guarantee Tests are not applicable				
24.	GCC 20.2.2.1 (II)	Deleted as Functional Guarantees are not applicable				
25.	GCC 21.1	<p><b>Supplementing the Clause GCC 21.1 with the following:</b></p> <p>Time for Completion:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;">Activities</th> <th style="width: 30%; text-align: center;">Duration in Months from the date of Notification of Award</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td></td> </tr> </tbody> </table>	Activities	Duration in Months from the date of Notification of Award		
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		<b>“ Making Temporary Bypass Arrangement for HT (33kV and 11kV) &amp; LT (415V) line crossings during stringing of 765KV Kurnool-III -Maheshwaram D/c Transmission Line .”</b>	<b>12 Months</b>
26.	GCC 21.2	<p><b>Replace GCC sub-clause 21.2 with the following:</b></p> <p>If the contractor fails to comply with the time of completion in accordance with GCC Clause 34 for the whole facilities, (or a part for which a separate time schedule is agreed) then the contractor shall pay to the Employer a sum equivalent to <b>0.05% (zero point zero five percent) of the Contract Price</b> for the whole of the facilities, (or a part for which a separate time for completion is agreed) Liquidated Damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, <b>for each day</b> which shall elapse between the relevant time for completion and the date stated in Taking over certificate of the whole of the works (or a part for which a separate time for completion is agreed ) subject to the limit of <b>Five percent (05%) of Contract Price</b> for the whole of the facilities, (or a part for which a separate time for completion is agreed .</p> <p><b>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.</b></p> <p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p>	
27.	GCC 22.2	<p><b>Replace the first para of GCC Sub-Clause 22.2 with the following:</b>  <b>NOT APPLICABLE</b>  The Defect Liability Period shall be <del>Twelve (12) months</del> from the date of Taking Over/Completion of Facilities for all items.</p>	
28.	GCC 23	Deleted as Functional Guarantees are not applicable	
29.	GCC 24.1	<p><b>Supplementing Clause GCC 24.1</b></p> <p>Bidder shall confirm the guaranteed performance or efficiency of</p>	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		the equipments in response to the Technical Specifications.
30.	GCC 30.1(a) (I) (ii)	<b>Replace the existing Provision GCC 30.1(a) (I) (ii) as below:</b> 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.
31.	GCC 33.2.3	<b>Supplementing Clause GCC 33.2.3</b> Percentage for the Change Proposal under this Clause shall be limited to <b>(+/-) Fifty (50%) percent.</b>
32.	GCC 39.6	<b>Replace the existing Provision GCC 39.6 as below:</b> 39.6 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned. 39.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.
33.	Appendix to SCC	<b>Enclosed herewith</b>

## TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

### 1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

#### 1.1 Supply Portion

##### ~~A. Progressive Payment~~

~~Payment of the Ex-works price of Main Equipment/ materials (including Mandatory Spares) for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:~~

~~C.1 Seventy percent (70%) of the Ex Works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid progressively on submission of documents indicated herein under:~~

- ~~(a) Evidence of dispatch (R/R or receipted L/R)~~
- ~~(b) Contractor's GST invoice, claim & packing list identifying contents of each shipment.~~
- ~~(c) Insurance policy/certificate~~
- ~~(d) Manufacturer's/Contractor's guarantee certificate of Quality.~~
- ~~(e) Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer's representative.~~
- ~~(f) Test certificate~~
- ~~(g) Submission of CPGs, if any, as per Technical Specifications~~

~~C.2 Twenty percent (20%) of the Ex-works price of Main Equipment/ materials shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative. However, for Mandatory Spares, balance thirty percent (30%) payment of the Ex-works price component shall be released on receipt & storage of the same at site, physical verification and taking over by the Employer's representative.~~

#### ~~D~~ **Final Payment**

~~Balance 10% (ten percent) of the Ex works price component of Main Equipment shall be paid as per the following:~~

- ~~a) 5% (Five percent) on Successful completion of erection, testing and commissioning of individual bays.~~
- ~~b) 5% (Five percent) on proof of submission of required number of reproducible, O&M Manuals, approved drawings, data sheets, test report, pamphlets and manuals of mandatory spares, maintenance & testing equipment and on successful completion of erection, testing and commissioning of Substation and issuance of Taking Over Certificate.~~

~~However, in case of delay in testing and commissioning & issuance of taking over certificate by Employer beyond six (6) months from the date of receipt of equipment at site, the last 10% of Ex-Works price of respective equipment shall be paid after issuance of a certificate by Employer's representative that the equipment have been received in good condition and on submission of a bank guarantee of equivalent amount, which shall be kept valid initially for a period of twelve (12) months or until three (3) months after the expected date of commissioning (in case it is possible to anticipate the same), whichever is earlier, provided all other conditions as per above are complied with by the Contractor. If the commissioning does not take place within the validity period of BG, the validity of BG shall be extended from time to time. The bank guarantee shall, however, be released within one month of successful commissioning of the respective equipment by the Employer.~~

#### ~~1.3~~ **Supply of Services Portion:**

##### ~~Inland Transportation, In-transit insurance, loading & unloading Charges~~

~~Inland transportation and insurance charges shall be paid to the Contractor on pro rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of materials/items at site and on presentation of the **Bill of supply or any other documents prescribed under GST Law** alongwith supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement. **It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Contractor to the Employer, GST is not payable. The Contractor is, however, advised to check the position from their own sources. If payable, the same**~~



~~shall be to the Contractor's account and Employer shall not reimburse any GST on this account.~~

1.4 **Supply of Services Portion/ Payment of Erection Charges**

Price Component for Installation (including Civil Works)

A. Progressive Payment

- A1. **Ninety percent (90%)** of erection charges shall be paid to the Contractor after ~~installation and commissioning at site and~~ proof of submission of final documentation and upon certification by Engineer-in-Charge.
- A2. **Ten percent (10%)** : Balance Ten percent (10%) payment of ~~erection charges~~ shall be paid to the Contractor after issuing of (TOC) **Taking Over certificate**.

The bills are required to be submitted to the Engineer-in-Charge for verification and processing. The payment will be released by **F&A department at POWERGRID** after certification by Engineer-in-Charge.

1.0 **SAFETY:**

- 2.0 The Contractor shall be responsible for the safety during all activities at the Site.
- 3.0 The Contractor shall:
- 3.1 comply with all applicable safety regulations and Laws;
- 3.2 comply with all applicable safety obligations specified in the Contract;
- 3.3 ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen /employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.
- 4.0 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.

- 5.0 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.
- 6.0 The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.
- 7.0 The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).

In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.

- 8.0 In case of any accident-
- 8.1 The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws.
- 8.2 The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.
- 9.0 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.
- 10.0 It is mandatory for the Contractor to observe the following during the execution of the works:
- 10.1 Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/ gang.
- 10.2 Contractor shall procure (if required) sufficient quantity of Earthing equipment /Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.
- 10.3 The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective

- jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.
- 10.4 Contractor shall provide communication facilities as per requirement i.e. Walky – Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.
- 10.5 The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.
- 10.6 Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.
- 10.7 First-aid box should be available at site.
- 11.0 The Contractor shall provide safe working conditions to all workmen and potable /safe drinking water for workers at site /at camp with required hygiene and sanitation.
- 12.0 The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:
- 12.1 Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.
- 12.2 Safety Policy/ Safety Document of the Contractor’s company.
- 12.3 Contractor shall also submit list of identified emergency facilities available at nearby site.
- 12.4 Health checkup of all workers from competent agencies/ departments before deployment at site.
- 12.5 Documentary evidences in regard to compliance to various statutory requirements i.e. License’s (Labor license, electrical license, explosive etc.), certificates & registration’s (BOCW), Insurance (WC policy/ ESIC, public liability etc.)
- 13.0 In case of accidents, the following methodology will be adopted:
- 13.1 In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy)

whose date of bid opening, originally scheduled and/or actual, falls within the 06 months reckoned from the date of the first fatal accident.

- 13.2 Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.
- 13.3 For every subsequent fatal accident in same financial year bids shall be considered non-responsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.
- 13.4 Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.
- 14.0 Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the "Safety Corpus Fund".

a.	Upon 1 <sup>st</sup> accident causing fatal / accident causing 25% or more permanent disablement.	1% of the Contract price, as awarded.
b.	Upon 2 <sup>nd</sup> accident causing fatal / accident causing 25% or more permanent disablement.	2% of the Contract price, as awarded.
c.	Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2 <sup>nd</sup> accident	3% of the Contract price, as awarded.

For the purpose of recovery under this clause, the count of accident shall be package wise.

The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.

- 15.0 Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.

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